
COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

**WASHINGTON ASSOCIATION OF FISH AND
WILDLIFE PROFESSIONALS**

EFFECTIVE

JULY 1, 2013 THROUGH JUNE 30, 2015



2013-2015

**WAFWP
2013-2015**

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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Washington Association of Fish & Wildlife Professionals, referred to as the “Association.”

The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, and other employment relations matters, in accordance with [RCW 41.80](#), which pertain to a respectful and productive labor relationship. The Preamble is not subject to the grievance procedure in [Article 27](#).

ARTICLE 1
RECOGNITION CLAUSE

1.1 This Agreement covers the employees in the following bargaining units:

Non-Supervisory Biologists (Biology Unit 1)	10343
Non-Supervisory Biologists (Biology Unit 2)	10649
Biological Data Systems / Quantitative Assessments	9797
Miscellaneous Professionals	9761-A

1.2 This Agreement does not cover any statutorily excluded positions. In the event of a title change, or reallocation, the Agency will notify the Association of such change in advance of the change.

1.3 The Employer recognizes the Association as the exclusive bargaining representative for all employees in its certified bargaining units.

1.4 If the Public Employment Relations Commission (PERC) certifies the Association as the exclusive representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.

ARTICLE 2
NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, genetic information, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, or any real or perceived sensory, mental or physical disability, or because of Association membership. Bona fide occupational qualifications based on the above traits do not violate this Article.

2.2 Both parties agree that unlawful harassment of any form will not be tolerated.

2.3 Employees who feel they have been the subject of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Association may request in writing that the grievance process be continued. Such requests must be made within twenty-one (21) calendar days of the employee and the Association being notified in writing of the findings of the internal complaint.

ARTICLE 3

FILLING OF 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 31](#), 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.
- E. 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 Crediting Experience for Required Competencies

The Agency will credit all Agency experience for all candidates, including but not limited to all levels of DFW Scientific Technicians, that demonstrates through the application process one or more of the specific competencies required for the position.

**ARTICLE 4
HIRING AND APPOINTMENTS**

4.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. When filling positions with other than a non-permanent appointment, the Employer will fill positions in accordance with [Article 3](#), Filling of Vacancies. When recruiting for a permanent bargaining unit position, the recruitment announcement will be posted for a minimum of ten (10) calendar days.

- 4.2** Prior to certifying candidates in accordance with [Article 3](#), 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. Candidates interviewed will be notified of the hiring decision.

4.3 Permanent Status

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

4.4 Types of Appointment

A. Non-Permanent

1. The Agency 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 a hiring freeze when the agency is prohibited from hiring a permanent employee, or for those positions that are expected to last less than eighteen (18) consecutive months. A non-permanent appointee must have the skills and abilities required for the position. When the Appointing Authority converts a non-permanent appointment to a permanent appointment, the employee will not serve a trial service period if they have been in that position for at least twelve (12) continuous months.

2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his/her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.
3. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee. Non-permanent appointments normally will not exceed eighteen (18) consecutive months in duration, unless mutually agreed upon by the Association and the Employer to extend the appointment.

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 one (1) day's notice to the employee.

C. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.
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 periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working day's notice from the Employer.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with three (3) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his/her 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 Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program 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 upon successful completion of the training requirements for the entire in-training program.

D. Project Employment

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

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

- a. Promote to another job classification within the project; or
- b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to

non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period, unless a permanent project employee has already completed the probationary period for that classification.
5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 31](#), 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 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 twelve (12) month probationary period 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 31](#), Layoff and Recall.

- F. Terminations during probationary periods, non-permanent appointments, or reversions of trial service periods are not subject to the grievance procedure in [Article 27](#).

4.5 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following his/her initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 27](#). The Employer will provide the employee two (2) working days' written notice prior to the effective date of the separation. If the Employer fails to provide two (2) days notice, the separation will stand and the employee will be entitled to payment of salary for up to two (2) working days, which the employee would have worked had notice been given. Under no circumstance will notice deficiencies result in an employee gaining permanent status.

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing his/her initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than as defined in Subsection A.1, above.
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 a non-permanent appointment toward completion of a probationary period within the same job classification.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months. The Agency will provide the reason(s) in writing to the employee and Association.
2. Any employee serving a trial service period will have his/her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. An employee serving a trial service period may voluntarily revert to his/her former permanent position within fifteen (15) calendar days of the appointment, provided that the position has not been filled or an employment offer has not been made. With approval of the Appointing Authority, an employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification;

- b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.
 - c. The reversion option, if any, will be determined by the Agency using the order listed above. In both (a) and (b) above, the Agency will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.
4. With prior written notice by the Employer, an employee who does not successfully complete his/her trial service period has the right to revert to a position, if available, in the same agency that is:
- a. Vacant or filled by a non-permanent employee and is within the employee's previously held permanent job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.

5. Any unsuccessful employee who has no reversion options may request that his/her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he/she had previously attained permanent status.
6. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 27](#).

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements. It is the responsibility of the supervisor to accurately reflect their evaluation of the employees that they supervise.

- 5.2 A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
- B. The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, 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. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- C. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 27](#).

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. Part-time Employees
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- C. Shift Employees
Overtime-eligible employees who work in positions that normally require coverage or relief for more than one (1) work shift.
- D. Workday
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- E. Work Schedules
The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws. Employees may work a five (5) day eight (8) hour schedule,

four (4) day ten (10) hour schedule or other schedule configurations. When establishing work schedules, the Agency will consider such things as business and customer needs, commute trip reduction, work efficiency, employee needs and other reasonable factors when setting work schedules. The Agency will designate employees in Total Time (or other Agency payroll system) under whatever designation is necessary to provide appropriate payment. Schedules designated in Total Time (or other Agency payroll system) may not reflect the variability of hours worked by an individual employee although the hours recorded will accurately reflect the total number of hours worked each day.

F. Work Shift

The hours an employee is scheduled to work each workday in a workweek.

G. Workweek

Normally, workweeks will begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.

6.2 Determination

The Employer will determine, based on the Fair Labor Standards Act, whether a position is overtime-eligible or overtime-exempt. The employee and Association will be notified if a change in overtime-eligible status is made to a position. The current overtime-eligible or overtime-exempt status will be maintained, so long as that status is in compliance with the state and federal law.

6.3 Overtime-Eligible Employees

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, as defined above, with starting and ending times as determined by the requirements of the position. Part time employees will be paid at their regular rate for all hours worked up to forty (40) hours in the workweek.

B. Alternate Work Schedules

Employees may request adjustments to their regular schedule and supervisors will consider adjusting work hours during a workday or workdays during a workweek. Work shifts of different numbers of hours may be established for overtime-eligible employees in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. The appropriate Division or Regional Program Manager or other Agency designee will consider commute trip reduction, work efficiency and other reasonable factors, such as employee needs, when setting work schedules. Alternate work schedules may be rescinded by the Appointing Authority or designee if business and customer service needs are not being met, or if performance

or attendance concerns occur. In such case, the Employer will provide the basis for the change in writing to the employee.

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change. If a temporary schedule change causes an employee to work thirty-eight (38) hours or more before the last workday of the workweek, the employee will be allowed to use vacation leave or compensatory time to reach forty (40) hours worked in the workweek unless the employee will be required to work four (4) hours or more on the last workday of the workweek. If the employee uses leave to reach forty (40) hours in the workweek, the Agency may still require the employee to work the last workday.

D. Permanent Schedule Changes

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

E. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies. The employee will be paid callback pay in accordance with [Article 37](#), Compensation, and overtime pay as applicable.

F. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Appointing Authority or designee's approval.

G. Fish Counters

The Agency will attempt to utilize local permanent employees to backfill for absences caused by illness or other time off.

6.4 Overtime-Eligible Unpaid Meal Periods

The Employer and the Association agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive

hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his/her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

6.5 Overtime-Eligible Paid Meal Periods and Rest Periods for Straight Shift Schedules

The Employer and the Association 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 be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods and rest periods for employees on straight shifts do not require relief from duty.

6.6 Overtime-Eligible Rest Periods

The Employer and the Association agree to rest periods that vary from and supersede the rest periods required by [WAC 296-126-092](#). Employees will be allowed rest periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.7 Overtime-Exempt Employees

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. Full-time overtime-exempt employees are expected to work an average of forty (40) hours per workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The appropriate Division or Regional Program Manager or other agency designee will consider commute trip reduction, work efficiency and other reasonable factors such as work unit productivity and employee needs when setting work schedules. If an employee requests an alternate work schedule, the supervisor will be expected to submit his/her

recommendation regarding the request to the appropriate Division or Regional Program Manager. Alternate work schedules may be rescinded by the Appointing Authority or designee if business and customer service needs are not being met, or if performance or attendance concerns occur. In such a case, the Employer will provide the basis for the change in writing to the employee.

- D. With approval of the appropriate Division or Regional Program Manager or other agency designee, overtime-exempt employees will accrue exchange time for hours worked in excess of the normal forty (40) hour workweek unless adjusted per [subsection 6.7](#) (G) of this Article. Within the pay period, supervisors will work with employees to establish work priorities and make any necessary adjustments to accomplish those priorities.
- E. The salary paid to overtime-exempt employees is full compensation for all hours worked and all approved paid leave, except:

All overtime-exempt employees will receive pay when required by the employer to work on a holiday, as identified in [Article 10](#), Holidays, at an additional rate of one and one-half (1-1/2) times the employee's salary for the time worked.
- F. Exchange time may be accrued at straight time to a maximum of one hundred (100) hours. Accrued exchange time will be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave. Exchange time has no cash value and cannot be transferred between agencies. The Appointing Authority may authorize the accumulation of exchange time in excess of 100 hours. The Appointing Authority may require the request for accumulation above the maximum to be accompanied with a liquidation plan to reduce those hours to the maximum.
- G. If they give notification and receive prior approval from the immediate supervisor, overtime-exempt employees may flex their work hours within the pay period. Employees are responsible for keeping their supervisors apprised of their work hours and their whereabouts. Flexible work hours are not standard, recurring hours across pay periods, and do not change an employee's approved schedule.
- H. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

6.8 Positive Time Reporting

Employees will accurately report time worked in accordance with a positive time reporting process as determined by the Agency.

ARTICLE 7 OVERTIME

7.1 Definitions

A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per workweek.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay in one-tenth (1/10th) hour increments. The regular rate of pay will not include any allowable exclusions.

C. Work

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

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

D. Work does not include:

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

7.2 Authorization for Overtime

- A. The immediate supervisor may assign overtime-eligible employees to work more than forty (40) hours in a work week provided that such assignment conforms with management directives, Program priorities and budget constraints.

- B. Employees may not conduct work activities that exceed forty (40) hours in a work week without prior approval, except in the case of a bona fide emergency. In the case of an emergency necessitating overtime the employee shall notify their immediate supervisor as soon as practical.

7.3 Overtime-Eligibility Compensation

Employees who are overtime-eligible will receive compensation under the following circumstances:

- A. Employees who work more than forty (40) hours in a workweek will be compensated at the overtime rate.
- B. 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 work of more than forty (40) hours in a workweek.
- C. Computation of overtime will be rounded up to the nearest one-tenth (1/10th) of an hour.

7.4 General Provisions

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

7.5 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility
The Employer will grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time
Employees may accumulate no more than one hundred sixty (160) hours of compensatory time.

C. Compensatory Time Use

Employees may 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. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW49.76](#). Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave. The Employer may schedule an employee to use his/her compensatory time with fourteen (14) calendar days' notice.

D. Compensatory Time Cash Out

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

1. Leaves state service for any reason;
2. Moves to a position in their agency with different funding sources;
or
3. Moves to another state agency.

ARTICLE 8
TRAINING AND EMPLOYEE DEVELOPMENT

- 8.1** The Employer and the Association recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

In addition to trainings required by Agency policy and Federal and State regulations, the Agency will make available the following courses on an annual basis:

- A. Cold Water Survival
- B. Dunk Training
- C. Watercraft Training
- D. Safety Training while working near highways/roadways
- E. Conflict Resolution Training
- F. Sampler Assault Training

The need for and frequency of trainings for an individual employee will be determined by the immediate supervisors and normally documented in the performance and development plan.

- 8.2** Participation in education and/or training programs required by the Employer will be compensated as time worked. The Employer will pay for all required training as determined by agency policy.
- 8.3** The Employer may approve additional professional or technical training and/or education courses. Additional courses will normally include those that will enhance employees' technical proficiency and future performance. When approved, the agency will pay costs in accordance with agency policy. If an employee's request for training is denied, a reason for the denial shall be provided to the employee.
- 8.4** The Employer will provide or make available, and the employees will participate in, training approved by management in order to maintain their professional skills, standards and proficiencies as established by the agency and their profession.
- 8.5** Employees will not lose work time if approved to attend a professional conference. Travel and other expenses will be reimbursed in accordance with [Article 21](#), Travel, of this Agreement.
- 8.6** The Agency will continue to maintain on-line search engines, such as Biosys, and access to on-line Program selected professional journals for employee use. The Agency will fund employee attendance at professional conferences when beneficial, subject to agency budgeting and needs. The Agency recognizes the mutual benefit and encourages employee presentation of technical papers of original research at professional conferences.
- 8.7 Tuition Reimbursement**
- A. The Agency may approve full or partial tuition reimbursement consistent with agency policy and within available resources.
 - B. The Agency will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.
 - C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees and will not include textbooks, supplies, or other school expenses, except in accordance with agency policy.

ARTICLE 9

LICENSURE AND CERTIFICATION

- 9.1** Employees are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. Such requirement will be waived if the certification and/or license is not required to be maintained after date of hire. When the position requires any specialized license, excluding a driver's license, the Employer shall be responsible for the cost of the license and/or certification and for all renewal costs.

Employees are required to provide a copy of their required license(s) and/or certification(s) to their Appointing Authority or designee.

- 9.2** After an employee's appointment to a position, if the Employer requires a new license and/or certification for that position, the Employer will reimburse the employee for the cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or certification. The Employer will reimburse for the renewal costs of licenses and/or certifications required as part of the minimum qualification for their position.
- 9.3** Employees will notify their Appointing Authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.
- 9.4** Employees for whom a driver's license is required to perform their essential job functions, and whose license has expired or been restricted, revoked or suspended may be placed on leave without pay, in accordance with [Article 17](#), Leave Without Pay, until the license is renewed, restored, or unless other accommodations are approved by the Appointing Authority or designee. However, the Employer may pursue disciplinary action for just cause in accordance with [Article 26](#), Discipline.

ARTICLE 10 HOLIDAYS

10.1 Paid Holidays

The following days are legal holidays as designated by state statute:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
The Friday immediately following Thanksgiving Day	
Christmas Day	December 25

If the above legal holidays are amended during the term of this Agreement, the amended legal holidays will apply.

10.2 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 7](#), Overtime.
- C. For employees with a Monday-through-Friday work schedule:
 - 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
 - 2. When a holiday falls on a Sunday, the following Monday will be the holiday.
 - 3. Part-time employees will be compensated for holidays in accordance with [Article 10.2](#) F.
- D. For employees who do not have a Monday-through-Friday work schedule:
 - 1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
 - 2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday. An employee may request an alternate day off as his/her holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.
 - 3. Part-time employees will be compensated for holidays in accordance with [Article 10.2](#) F.
- E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the agency. It will start either at:
 - 1. The beginning of the scheduled night shift that begins on the holiday, or
 - 2. The beginning of the shift that precedes the 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 Association, which will constitute agreement of the employees.

- F. Part-time employees whose appointment date, as shown on the appointment letter, is before the holiday and who remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. Full-time employees whose appointment date, as shown on the appointment letter, is before the holiday and who are in pay status for eighty (80) non-overtime or standby hours during the month, not counting the holiday or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday. Employees who resign or are dismissed or separated before a holiday will not be compensated for holidays occurring after the effective date of resignation, dismissal or separation.
- H. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he/she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment.

10.3 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday provided:
 - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and
 - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.

- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave in accordance with [Article 13](#), Shared Leave. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C and D above.
- H. Upon request, an employee will be approved to use part or all of his/her personal holiday for the care of family members in accordance with the Family Care Act and [WAC 296-130](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to request and approval as described in subsections B, C and D above.

ARTICLE 11

VACATION LEAVE

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

11.2 **Vacation Leave Credits**

After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and accrual eligibility below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

11.3 **Vacation Leave Accrual**

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

11.4 Vacation Leave Accrual Rate Schedule

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

11.5 Vacation Leave Usage

- A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.
- B. Employees may request vacation leave at any time on a first come, first served basis; however, in the case of competing requests received on the same day, seniority shall prevail.
- C. Employees will not request or be authorized to take scheduled vacation leave if they will not have accrued sufficient vacation leave credits to cover the absence at the time of the scheduled leave.

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 Vacation Cancellation

Should the supervisor be required to cancel scheduled vacation leave because of an emergency, the affected employee shall have priority to select new vacation leave from available dates.

11.8 Vacation Leave Maximum

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

- A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum two hundred forty (240) hours, the Appointing Authority may grant an exception to the maximum. If the Appointing Authority grants an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his/her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.9 Separation

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

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

After an employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave.

Part-time employees will accrue sick leave proportionate to the number of hours the part-time employee is in pay status in the calendar month to that required for full-time employment.

12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his/her job, or personal medical or dental appointments.
- B. Care of family members for illness, injury, and medical or dental appointments as required by the Family Care Act, [WAC 296-130](#).
- C. Qualified absence under the Family Medical Leave Act,

- D. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.
- E. Death of a relative that requires the employee's absence from work. In addition to relatives defined in [Article 16.5](#) D relatives include foster child, aunt, uncle, niece, nephew, first cousin and corresponding relatives of employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#) or significant other.
- F. Leave for Family Military Leave as required by RCW 49.77 and in accordance with Section 17.11.
- G. Leave for Domestic Violence Leave as required by RCW 49.76.
- H. Preventative health care appointments of family members or household member, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. Family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, minor/dependent child, and child.
- I. To care for a minor/dependent child with a health condition requiring treatment or supervision.
- J. When an employee is absent from work to be with members(s) of the employee's household or relatives of the employee, employee's spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer. For purposes of this subsection, "relatives" is limited to spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, grandchild, grandparent, parent, step-parent, sister, brother or parent-in-law.

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

The Employer may allow an employee who has used all of his/her sick leave to use compensatory time, exchange time or vacation leave for sick leave purposes.

12.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

12.5 Sick Leave Reporting and Verification

An employee must promptly notify his/her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee

will notify his/her supervisor at least two (2) hours prior to his/her scheduled time to report to work. If the Employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his/her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

12.6 Sick Leave Annual Cash Out

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

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

12.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his/her total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

12.8 Re-employment

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.

12.9 Carry Forward and Transfer

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

ARTICLE 13 SHARED LEAVE

- 13.1** State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:
- A. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) or one family or household member by another family or household member.
 - B. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
 - C. Employee's relative is limited to the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, or parent.
 - D. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
 - E. “Domestic Partner” is defined as two (2) adults who meet the requirements for a valid state registered domestic partnership as established by [RCW 26.60.030](#) and who have been issued a certificate of state registered domestic partnership by the Secretary of State’s Office.
 - F. “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.

- G. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.
 - H. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
 - I. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
 - J. 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.
 - K. 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, 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.
 - L. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this section.
- 13.2** An employee may be eligible to receive shared leave under the following conditions:
- A. The employee's agency head determines that the employee meets the criteria described in this Section.
 - B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under Section 13.3.
 - C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Section 13.3.
 - D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 13.3 A.2.
 - E. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under subsection 13.3 A.3.

- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.
- 13.3** An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:
- A. The receiving employee either:
1. Suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
 2. Has been called to service in the uniformed services; or
 3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers his/her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. Is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, or emergency volunteer services, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete his/her:
1. Vacation leave and sick leave reserves if the employee qualifies under Section 13.3; or
 2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Section 13.3; or
 3. Vacation leave and personal holiday if the employee qualifies under subsection 13.3 A.3 or A.4.
- E. The agency head permits the leave to be shared with an eligible employee.

- F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for annual leave balances will be prorated.
 - G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
 - H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
 - I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 13.4** The agency head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he/she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.
- 13.5** The agency head will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 13.3 A.1. The agency head will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 13.3 A.2. The agency head or designee will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3 A.3. The agency head or designee will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 13.3 A.4.
- 13.6** Any donated leave may only be used by the recipient for the purposes specified in this Section.

- 13.7** The receiving employee will be paid his/her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.
- 13.8** All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3 A.2 or 13.3 A.3.
- 13.9** Any shared leave not used by the recipient during each incident/occurrence as determined by the agency head or designee will be returned to the donor(s). Before returning unused leave, agency head or designee will obtain a statement from the receiving employee's doctor verifying the incident or occurrence is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.
- 13.10** All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- 13.11** The Agency will maintain records which contain sufficient information to provide for legislative review.
- 13.12** An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that he/she used.

ARTICLE 14

FAMILY AND MEDICAL LEAVE - PREGNANCY DISABILITY LEAVE

- 14.1** A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), 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 any one or more of the following reasons 1-5 (note – in subsection 5 the law allows up to twenty-six (26) work weeks in a single twelve (12) month period):

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA.
4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child of any age, or parent is on active duty or call to active duty status of the 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 begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

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

- 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.
- 14.2** The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- 14.3** The Employer will continue the employee's existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay his/her share of health insurance, life insurance and disability insurance premiums.
- 14.4** The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. Any employee using paid leave for a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to paid leave.
- 14.5** The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.
- 14.6** Personal medical leave, serious health condition leave or serious injury or illness leave covered by the family medical leave 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.
- 14.7** Upon returning to work after the employee's own family medical leave-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider. Once the employee provides the fitness-for-duty certification, the agency will not delay the return to work while the agency seeks clarification and authentication from the employee's health care provider.
- 14.8** The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

14.9 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with his/her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in [Article 27](#).
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, exchange time or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.

14.10 Pregnancy Disability Leave

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

14.11 Lactation Facilities

The Employer will provide lactation facilities in accordance with the Patient Protection and Affordable Care Act.

**ARTICLE 15
SEVERE INCLEMENT WEATHER AND
NATURAL DISASTER LEAVE**

- 15.1** If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster, the following will apply:
 - A. Non-emergency (or emergency, if applicable) employees may be released with no loss of pay during the disruption of services.
 - B. Non-emergency (or emergency, if applicable) employees may be reassigned to similar positions at locations within a reasonable driving

distance from the non-operational location during the disruption of services.

- C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four (4) weeks. The employee's leave will be charged in the following order:
 - 1. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
 - 2. Any accrued vacation leave;
 - 3. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
 - 4. Leave without pay.
- D. At the discretion of the Employer, if, after four (4) weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with [Section 31.5](#) of [Article 31](#), Layoff and Recall, of this Agreement.
- E. At the discretion of the employee's immediate supervisor, employees may work from their home if their work assignment permits.

15.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

- A. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year; then
- D. Leave without pay.
- E. At the discretion of the employee's immediate supervisor, employees may work from their home if their work assignment permits.

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 rather than vacation or sick leave at their request.

- 15.3** If the Employer decides to close a state office or work location after the work shift has begun, employees will be released for the balance of the day without loss of pay. An employee who was unable to report to work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster and is on leave in accordance with Subsection 15.2 of this Article, will be compensated for the balance of his or her work shift remaining after the closure was determined and will not be charged leave for that time. An employee who is on approved leave for reasons other than severe inclement weather, conditions caused by severe inclement weather or a natural disaster will not have his or her leave restored.
- 15.4** Employees who report to work late due to severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time. The Employer may grant additional paid time if deemed reasonable under the circumstances. Section 15.2 will apply to any additional late time.

ARTICLE 16

MISCELLANEOUS LEAVE

- 16.1** Subject to the Employer's approval, employees will be allowed paid leave, during scheduled work time, for:
- A. Examinations or interviews for state employment; or
 - B. To receive assessment from the Employee Assistance Program (EAP).
 - C. Life-giving procedures, when approved in advance.
- 16.2** **Jury Duty**
Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his/her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.
- 16.3** A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in a court or an administrative hearing for work-related cases, unless he/she:
- A. Is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or
 - B. Has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving regular pay, travel expenses and per diem to appear in a court or an administrative hearing on behalf of the Employer.

16.4 Employees will not be eligible for per diem or travel expenses under this Article.

16.5 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if his/her family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, his/her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. For purposes of this sub-article a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and 26.60.030, grandparent, grandchild, and child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

16.6 Personal Leave

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

1. The care for family members as required by the Family Care Act, [WAC 296-130](#);
2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 17.11](#); or
3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

F. This provision will expire on June 30, 2015.

16.7 Life-Giving Procedure

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

ARTICLE 17 LEAVE WITHOUT PAY

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

- A. Family and medical leave-pregnancy disability leave ([Article 14](#));
- B. Compensable work-related injury or illness leave
- C. Military leave;
- D. Volunteer fire fighter who is called to duty;
- E. Military family leave;
- F. Domestic violence leave.

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

- A. Educational leave;
- B. Child and elder care emergencies;
- C. Governmental service leave;
- D. Conditions applicable for leave with pay;
- E. Seasonal career employment;

- F. Voluntary leave in the state's Reduction-in-Force plan to reduce the effect of an agency reduction in force;
- G. Injury or illness which prevents the employee from returning within the FMLA time periods;
- H. Professional growth opportunity of immediate or future benefit to the Agency; or,
- I. As otherwise provided for in this Agreement.

17.3 Limitations

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

- A. Compensable work-related injury or illness;
- B. Educational leave;
- C. Governmental service leave;
- D. Military leave;
- E. Seasonal career employment leaves;
- F. Leave taken under the provisions of [Article 14](#), Family and Medical Leave – Pregnancy Disability Leave;
- G. Volunteer fire fighting;
- H. Domestic violence leave;
- I. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability.

17.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or if the leave is for an extended period, 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.

17.5 Military Leave

In addition to the 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. In addition to the twenty-one (21) days, employees called to active military duty will continue to accrue seniority within the state system.

17.6 Educational Leave

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

17.7 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies and is limited to a maximum of six (6) days per calendar year. Compensatory time, exchange time or paid leave may also be used for child and elder care emergencies, subject to the limitations above. The Appointing Authority or designee may grant exceptions to the six (6) day maximum.

17.8 Seasonal Career Employment

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

17.9 Governmental Service Leave

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

17.10 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.

17.11 Military Family Leave

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

17.12 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 members for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with [RCW 49.76](#).

17.13 Loss of a Required Driver's License

Employees for whom a driver's license is required to perform their essential job functions, and whose license has expired or been restricted, revoked or suspended, may be placed on leave without pay until the license is renewed or restored.

ARTICLE 18
SAFETY AND HEALTH

18.1 It is to the mutual benefit of the Employer and the employees that safe work practices are followed. The Employer, Employee and Association have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties.

B. Employees will comply with all safety practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.

C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 13](#), Sick Leave, when employees self-report a contagious health condition.

D. The Association will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

18.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job.

18.3 The Agency will provide radio, cellular, or other means of communication for field staff.

18.4 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.

18.5 Safety committees will consist of employees selected by the Association and Employer-selected members. The number of employees selected by the unions must equal or exceed the number of Employer-selected members. The number of Association-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Association 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.

18.6 Ergonomic Assessments

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

18.7 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 18.5.

18.8 If the Association raises safety or health concerns related to a specific Agency house (permanent and temporary), the Agency will expedite a meeting with the Association to discuss the issues.

ARTICLE 19
UNIFORMS, TOOLS AND EQUIPMENT

19.1 Uniforms

As established by current practice, the Agency may require employees to wear uniforms. Where required, the Agency will determine and provide uniform components. Employees will be required to return all provided uniforms upon separation from employment.

19.2 Tools and Equipment

As established by current practices, the Agency may determine and provide necessary tools, equipment and foul weather gear. The Agency will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return state property, including but not limited to tools, equipment and foul weather gear upon separation from employment. In those cases where an employee fails to return state property, the Employer may pursue appropriate action.

19.3 The Agency will furnish each field employee with the following items, as needed: photo ID card, identifiable apparel, small equipment, rain gear appropriate to assigned duties and conditions, winter outerwear and safety footwear as required, including items such as leather boots when required to fly, caulks, and steel-toed footwear, cameras, leather gloves, respirators, eye protection and other agreed

upon equipment to adequately perform assigned duties. Other equipment may be made available as needed.

- 19.4** The Agency will provide a maximum of \$135 once every two years as a reimbursement for the purchase of leather work boots for those permanent and/or career seasonal field employees who spend at least 60% of their work time performing field work in rugged terrain. Employees who are provided other types of footwear (e.g., hip boots or chest waders) and spent the majority of their field work time doing marine assessments or stream surveys do not qualify for this reimbursement.

ARTICLE 20

DRUG AND ALCOHOL FREE WORKPLACE

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

20.2 Possession of Alcohol and Illegal Drugs

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

1. The premises are considered residences; or
2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law.

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

20.3 Prescription and Over-the-Counter Medications

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

20.4 Drug and Alcohol Testing – Safety Sensitive Functions

A. Employees required to have a Commercial Driver’s License (CDL) or to be tested by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.

- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms, licensed emergency medical technicians (EMT) and those licensed health care professionals who prescribe, administer or dispense medications as part of their job duties.
1. For employees who perform other safety-sensitive functions, a post-firearm shooting drug and alcohol testing may be conducted for any shooting incident involving a person for any accidental discharge of a firearm.
 2. For employees who perform other safety-sensitive functions, a post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

20.5 Reasonable Suspicion Testing

- A. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee 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 others. Specific objective grounds must be stated in writing that support the reasonable suspicion.
- B. Referral
Referral for testing will be made on the basis of specific written objective grounds documented by a supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances/alcohol.
- C. Testing
1. When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

2. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.
3. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge based on the incident that prompted the testing.

20.6 Training

Training will be made available to managers, supervisors and lead-workers. The Association may designate five (5) Association representatives to attend training and provide training materials to the Association. Any additional requests for training will need Appointing Authority approval. 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; and
- D. Rehabilitation services available.

20.7 Rehabilitation

The Employer may use the results of the drug and alcohol test to require the employee to successfully complete a rehabilitation plan.

ARTICLE 21 TRAVEL

21.1 Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and agency policy. Per diem for meals will not be reduced if: (1) an employee elects not to eat the continental breakfast provided as part of the lodging rate; or (2) the employee's work/travel schedule does not match the breakfast service schedule.

21.2 Employees shall be notified upon hire or within fifteen (15) calendar days of a new requirement to use their personal vehicle for state business, if such use is on a

regular or frequent basis. Employees shall not be required to ride in another employee's personal vehicle.

ARTICLE 22 AVIATION INSURANCE

The Department of Fish and Wildlife agrees to continue to provide an insurance policy, as authorized by statute or regulation, for bargaining unit employees required to engage in unscheduled aircraft flights as a condition of their employment, in the maximum amount provided by statute for death and the present rate for dismemberment. The Agency will support legislation to increase the maximum benefit.

ARTICLE 23 OFFICIAL DUTY STATION

- 23.1** It shall be the duty of Management to establish the permanent duty station of each employee. In the absence of assigned state office space, the employee may be asked to use his/her home as the official duty station. Once established, the Agency will not change the duty stations without first complying with Article 45, Entire Agreement.
- 23.2** If the official duty station is the employee's residence, and the employee is required to use a department phone with voicemail capability and/or a computer with internet access to perform WDFW duties at that residence:
- A. The Agency shall provide a department phone with voice mail capability, computer with internet access, which may be used only to conduct state business.
 - B. The employee shall be required to answer the department phone only during normal work hours.
 - C. Only the department phone number shall be published and/or given to the public.
 - D. The employee may be contacted by the agency during an emergency or on a de minimus basis on his/her personal telephone number.
 - E. A state vehicle may be taken to the residence. With approval of their immediate supervisor and in accordance with OFM regulations, employees will be permitted to park state vehicles(s) at their home for fewer than thirty (30) days. With the approval of the Appointing Authority or designee and in accordance with OFM regulations, employees will be permitted to park state vehicles(s) at their home for longer than thirty (30) days.

- F. The Agency shall provide storage space for agency boats and other equipment.
- 23.3** The Agency will assign vehicles to field employees in accordance with State, agency policies and procedures for work related travel. Usage of assigned vehicles that is inconsistent with OFM regulations, agency policies or procedures may be subject to disciplinary action and loss of assigned vehicle.
- 23.4** The Agency shall establish a geographical area within which each field employee, not located in an office, must establish a permanent residence. Current duty stations are considered to conform with this Section.
- 23.5** Duty station changes will be discussed with employees sufficiently in advance of implementation to allow consideration of options.
- 23.6** Exceptions to the above residency requirement will be considered by the agency in light of an employee's personal circumstances on a case-by-case basis and may be granted if agency objectives will be met.
- 23.7** The Agency will not close, move or consolidate duty stations without negotiations with the Association regarding the impact of that decision.

ARTICLE 24

OFF-DUTY CONDUCT

- 24.1** The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in [RCW 42.52](#), or are detrimental to the employee's work performance or the program of the agency.
- 24.2 All Employees**
Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their appointing authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

ARTICLE 25

DEFENSE AND INDEMNIFICATION

- 25.1 Employee Liability**
In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his/her employment for the state, he/she has the right to request representation and indemnification through his/her agency in accordance with [RCW 4.92.060](#) and [.070](#) and agency policy.

ARTICLE 26

DISCIPLINE

- 26.1** The Employer will not discipline any permanent employee without just cause.
- 26.2** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.
- 26.3** Discipline includes oral and written reprimands, reduction in pay, suspension, demotion, and discharge.
- 26.4** The Employer has the authority to determine the method and develop appropriate guidelines for conducting investigations and will notify the Association.

26.5 Investigatory Interviews

- A. The Employer will notify the employee in advance of an investigatory interview and the nature of the interview. Upon request, an employee has the right to an Association representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have an Association representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.
- B. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.
- C. Employees have a duty to cooperate with an Agency investigation. Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington and this collective bargaining agreement.
- D. Employees who are the subject of an investigatory interview will be informed of the general nature of the alleged misconduct before the employee is asked to respond to questions concerning the allegation(s).
- E. The Employer will allow a reasonable break for an employee participating in an investigatory interview.

26.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting his or her Association representative unless there is a conflict of

interest, in which case the employee may contact another Association 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.

26.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Association of the reasons for the contemplated discipline, an explanation of the evidence and copies of written documents relied upon to take the action. The employee will be provided an opportunity to respond in writing or in person.

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

26.9 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 27](#). Oral reprimands, however, may only be processed through the agency head step of the grievance procedure.

26.10 Copies of disciplinary actions, except for oral reprimands, will be sent to the Association at the time it is given to the employee.

ARTICLE 27
GRIEVANCE PROCEDURE

27.1 The purpose of this Article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

27.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been an act that violates this Agreement which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Association on behalf of an employee or on behalf of a group of employees. If the Association does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a

Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Association 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 Association to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. The nature of the grievance;
2. All pertinent facts or issues, including date of occurrence, upon which the grievance is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested; and
5. The name and signature of the grievant(s) or the Association 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 terminated, resolved or withdrawn by the Association, a grievance cannot be resubmitted.

J. Pay

Grievants will not lose pay for attending grievance meetings or arbitration hearings held during their work time. Grievants will not be paid for meetings held during their off-duty time.

- K. Consolidation
The Employer may consolidate grievances arising out of the same set of facts.
- L. 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.
- M. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.

27.3 Filing and Processing

- A. Filing
A grievance must be filed within fifteen (15) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The employee may first discuss the issue with the immediate supervisor in an attempt to informally resolve the issue. The employee may elect to have an Association representative or Association steward present.

Even when informal discussions occur, the written grievance must be filed no later than the fifteen (15) days described above.

- B. 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 Association 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.

- C. Processing
Step 1: Appointing Authority or Designee:
If the issue is not resolved informally, the Association may file a written grievance with the employee's Appointing Authority or designee, with a copy to the Human Resources Office within the fifteen (15) day period described in 27.3 A.

The Appointing Authority or designee will meet (or if mutually agreeable confer by telephone), with an Association steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Association within fifteen (15) days after the meeting.

Step 2: Agency Head or Designee:

If the grievance is not resolved at Step 1, the Association may move it to Step 2 by filing the written grievance with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Association's receipt of the Step 1 decision. Upon agreement of the parties, the agency head or designee will meet or confer by telephone with an Association steward and/or staff representative and the grievant within fifteen (15) days of receipt of the Step 1 decision. Management will provide a written response to the Association within fifteen (15) days after the meeting and if the remedies are denied the response will include an explanation.

Step 3: Mediation:

If the grievance is not resolved at Step 2, the Association may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM Labor Relations Division (OFM/LRD) and the agency's Human Resources Office within fifteen (15) days of the Association's receipt of the Step 2 decision.

Step 4: Arbitration:

If the grievance is not resolved at Step 3, or the Association does not file a request for mediation, the Association may file a request for arbitration. The demand to arbitrate the dispute must be filed with the OFM/LRD within fifteen (15) days of the final mediation session or the Association's receipt of the Step 2 decision. The Association will request a list of fifteen (15) arbitrators for selection through the Public Employment Relations Commission.

D. Selecting an Arbitrator

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

E. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in his/her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any decision that would result in the violation of this Agreement;
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 Association, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties.
2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for one-half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy.
4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses and any fees. Grievants will be paid for participation in arbitration hearings and may use leave for preparation for and travel to or from arbitration hearings.

27.4 Election of Remedies

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

**ARTICLE 28
PERSONNEL FILES**

- 28.1** There will be one (1) official personnel file maintained by the agency for each employee. The location of personnel files will be determined by the agency. Medical files will be kept separate and confidential in accordance with state and federal laws. An employee will have the right to examine his/her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he/she

considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his/her representative.

28.2 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least seven (7) calendar days in advance of the intended release date.

28.3 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 promptly removed from the official personnel file.

28.4 Prior to any document that may be deemed derogatory to the employee being placed into the employee's personnel file, the employee will be provided a copy.

28.5 Removal of Documents

A. Documented counseling, oral reprimand documentation, and written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

28.6 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation unless circumstances warrant otherwise.

ARTICLE 29

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 29.1** The Employer and the Association will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 29.2** An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of his/her position may request such an accommodation by submitting a request to the agency.
- 29.3** Employees requesting accommodation must cooperate with the agency in discussing the need for and possible form of any accommodation. The Agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information disclosed to the agency will be kept confidential.
- 29.4** The Agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.
- 29.5** 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. The Agency can require an employee to obtain an independent medical examination at the agency's expense, including paid time, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations. An employee may elect to have a second medical examination, at the employee's expense, if the employee disagrees with the results of the agency's physician's exam. The employee must use approved leave for the second exam. If the employee elects to have a second medical examination, the Agency will give the employee a copy of the documentation provided to the physician or licensed mental health professional that performed the original independent medical examination. The results of the second examination will be taken into consideration when making an accommodation or disability separation determination.
- 29.6** The Agency may separate an employee when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.
- 29.7** An employee separated due to disability, will be placed in the General Government Transition Pool Program if he/she submits a written request for

reemployment and has met the reemployment requirements of [WAC 357-46-090](#) through [-105](#). Employees participating in the transition pool program shall have no right of appeal within the program.

- 29.8** Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his/her disability separation in accordance with [Article 27](#), Grievance Procedure, unless separation was at the employee's request. Should an employee grieve a disability separation taken as a result of an examination, the Agency will release the examination results to the Association provided the employee signs a medical release form authorizing such release.

ARTICLE 30

SENIORITY

30.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on actual hours worked. 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 leave without pay is taken for:

1. Military leave or United States Public Health Services Workers' compensation;
2. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
3. Educational leave, contingent upon successful completion of the coursework; and/or
4. Reducing the effects of layoff and/or
5. Compensable work related injury or illness leave.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Article 31](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

- 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 surviving state registered domestic partners as defined by RCW 26.60.020 and 26.60.030, as provided in [RCW 41.06.133](#).

30.2 Ties

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

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the agency;
- C. Longest continuous time with the State; and
- D. By lot.

30.3 Seniority List

The Employer will prepare and post a seniority list and provide a copy to the Association by September 15th of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. Employees will have thirty (30) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct.

30.4 Application

This Article will apply prospectively. Employees will retain their current unbroken state service date, which will become their seniority date.

**ARTICLE 31
LAYOFF AND RECALL**

31.1 Layoff is an Employer initiated action, taken in accordance with Section 31.3 below, that results in:

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

31.2 The Agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. Thirty (30) calendar days prior to any layoff, with the exception of career seasonal employment layoffs and those resulting from subsections (E) and (F) in [Article 31.3](#), below, the Agency will notify the Association of its intent to lay off bargaining unit members. This notice shall include: the position(s) to be eliminated; all funding sources for the position(s) to be eliminated; an electronic list of the seniority of all general service WDFW employees including each employee's job class and Program; and a list of all current funded permanent vacant positions.

31.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

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

31.4 Voluntary Layoff, Leave Without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his/her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. 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.

31.5 Permanent, Non-Permanent and Probationary Employees

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

31.6 Temporary Reduction of Work Hours or Layoff – Agency Option

- A. The Agency may temporarily reduce the work hours of an employee to no less than twenty (20) per week, up to thirty (30) calendar days, due to severe and inclement weather or natural disaster and unanticipated loss of funding, or lack of work. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Agency 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 severe and inclement weather or natural disaster. Employees will receive notice of seven (7) calendar days of a temporary layoff.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance;
 - 2. Bump to any other position; or

3. Be placed on the internal layoff list.

31.7 Layoff Units

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

31.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission or recruitment announcements that have been identified prior to the layoff.

For the purposes of recruitment and layoff, the Agency will use the most current completed (reviewed, approved and signed by the appropriate chain of command) position description form as the primary basis for determining the skills and abilities necessary to perform the duties of the position. The Agency will commit to completing updated position descriptions for bargaining unit positions by July 31, 2011.

31.9 Formal Options

- A. Employees will be laid off in accordance with [Article 31.3](#), Basis for Layoff. Formal options, if any, are based on seniority, as defined in [Article 30](#), Seniority, among the group of employees with the required skills and abilities for the position as defined in [Section 31.8](#) of this Article. The Agency will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided an option to a comparable position in descending order within the layoff unit, as defined in Appendix B and illustrated in the layoff flow chart. Once an option as described in 1 through 3 below is available and offered, no further formal option will be provided.
 1. A funded vacant position for which the employee has the skills and abilities, within his/her current job classification. If there are multiple funded vacancies within the layoff unit, the employee(s) will be afforded a choice according to seniority and the required skills and abilities.
 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his/her current job classification.
 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his/her 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 his or her 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 unless the agency receives a written request from the employee within seven (7) calendar days of the date of the at-risk notice that she/he would accept a part-time position as a formal layoff option.

- B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the skills and abilities of the position(s).
- C. If a job classification in which an employee has previously held status has been abolished or revised, a cross-walk to the class series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position.

31.10 Informal Options

An employee being laid off will be offered a funded vacant position if available, to job classifications within his/her layoff unit provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status. The Agency will determine if the employee possesses the required skills and abilities for the position. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal options to both part-time and full-time positions.

An employee may request an informal option to job classifications through the agency's Human Resources Office within five (5) calendar days of receipt of a written notice of a permanent layoff. The award or denial of an informal option is not subject to the grievance procedure.

31.11 Notification to Employees With Permanent Status

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 31.6](#), employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options

available to the employee. The Association will be provided with a copy of the notice at the same time the employee is notified.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 31.6](#), if the agency chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee will be paid his/her salary for the days that he/she would have worked had full notice been given.
- C. Except for seasonal career employees, employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the agency to the employee. Notice for career seasonal employees will be in accordance with Section 31.17.
- D. The day that notification is given constitutes the first day of notice.

31.12 Salary

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

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

31.13 Transition Review Period

- A. The Agency will require an employee to complete a twelve (12) month transition review period when the employee accepts a layoff option to a job classification in which he/she has:
 - 1. Not held permanent status;
 - 2. Been appointed from the General Government Transition Pool Program;
 - 3. Been appointed from a layoff list
- B. The Agency will have the authority to shorten an employee's review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Agency 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 will be placed on or returned to the layoff list. The employee will remain on the list until such time as his/her eligibility expires or he/she has been rehired, whichever occurs first. Separation during the transition review period will not be subject to the grievance procedure in [Article 27](#).

31.14 Recall

- A. The Agency will maintain layoff lists for each job classification that will include geographic availability. Permanent employees who are laid off will, at their request, have their name placed on the list for the job classification from which they were laid off and will indicate the geographic areas they are willing to accept employment. Additionally, employees may request to have their name placed on the layoff list for other job classifications in which they have held permanent status. An employee will remain on layoff lists for two (2) years from the effective date of his/her layoff or until such time he/she has been rehired for the classification the list covers, whichever occurs first.
- B. When a vacancy occurs within an agency and when there are names on a layoff list, the agency will fill the position in accordance with either Article 4.2 or [Article 3](#), Filling of Vacancies. An employee who is offered a position two (2) times and refuses the offer each time will have his/her name removed from the layoff list. Once an employee accepts an offer, his/her name is removed from the layoff list unless returned to the list in accordance with other sections of this contract.

31.15 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 administered by the Department of Personnel. When a vacancy

occurs within an agency, the Agency 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.

31.16 Project Employment

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in [Section 31.9](#), above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status. The employee's return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in [Section 31.9](#).
- 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.

31.17 Seasonal Career Employment

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Appendix B. Employees will be given no less than two (2) working days' notice of a layoff.
- B. Formal options will be determined using the procedure outlined in [Section 31.9](#), above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.

ARTICLE 32 MANAGEMENT RIGHTS

32.1 Except as modified by this Agreement and applicable statutes, the Employer retains all rights of management, including, but not limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

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

ARTICLE 33

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

33.1 Purpose

The purpose of the Labor/Management Communication Committee(s) is to provide continuing communication between the parties and to promote constructive labor-management relations.

33.2 Committees

An Agency statewide Labor/Management Communication Committee will be established to discuss and exchange information of a group nature and general interest to both parties.

A. Composition

The Labor/Management Communication Committee will consist of up to six (6) employee representatives and up to six (6) employer representatives. In addition to those specified above, the Association attorney and a Human Resources staff person may also attend.

B. Participation

1. The Association will provide the Human Resources Office with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will authorize the release of employee representatives to attend committee meetings if advance notice is received and their absences do not cause a disruption of work.
2. Employees released to attend committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Association is responsible for paying any mileage, lodging and/or per diem expenses of employee representatives, unless a state vehicle is available and authorized for employee's use to conduct official state business.

C. Meetings

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

- D. Each party will provide the other with any topics for discussion ten (10) calendar days prior to a scheduled meeting.

E. Scope of Authority

Committee meetings will be used for discussions and issue resolution only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The Employer will inform the Association of changes in policies that affect mandatory subjects and the Association may request bargaining on mandatory topics. Nothing in this Article or any committee's activities will be subject to the grievance procedure in [Article 27](#).

Nothing in this Article will restrict or inhibit the Association's right to demand to bargain on changes to mandatory subjects of bargaining not covered by this Agreement.

ARTICLE 34
ASSOCIATION ACTIVITIES

34.1 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Association will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Association will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the Employer's offices or facilities in areas designated by the Employer 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.

34.2 Association Stewards/Association Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Association will provide the Employer with a written list of current Association representatives. The Association will maintain the list. The Employer will not recognize an employee as an Association representative if his/her name does not appear on the list.
- B. Association representatives will be released during their normal working hours to attend meetings scheduled with management within the representative's designated area or facility unless otherwise mutually agreed, for the following representational activities:
 - 1. Grievance meetings, including attempts at informal resolution; and/or
 - 2. Investigatory interviews and pre-disciplinary meetings, in accordance with [Article 26](#), Discipline.

The Association representative will notify and receive approval from his/her supervisor before attending a meeting. Representatives will receive approval unless there is a compelling reason. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the Association representative's non-work hours will not be considered as time worked. Association representatives may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

- C. If the amount of time an Association representative spends performing representational responsibilities is affecting his/her ability to accomplish assigned duties, the Employer will discuss potential remedies with the employee and the Association.

34.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

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

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

The Association and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request Association representation. Association representatives may utilize state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

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

The Association and its Association representatives will not use the above-referenced state equipment for Association organizing, internal Association business, advocating for or against the Association in an election or any other purpose prohibited by the Executive Ethics Board.

34.4 Bulletin Boards

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

34.5 Association Training

The Employer agrees to release with pay all designated representatives for a bona fide training by the Association, regarding labor relations with the Employer, for two (2) days per fiscal year, provided the absence does not cause a workload coverage issue. The representatives agree to provide their supervisors with fourteen (14) days' notice of the date of the training.

34.6 General Membership Meetings

Provided the employees' attendance does not interfere with the operations of the agency, Association members shall, while on duty, be allowed to attend one (1) general membership meeting per fiscal year, regarding labor relations with the Employer. The Employer will not be responsible for travel costs (including mileage, lodging and per diem) or overtime related to the meeting.

34.7 Contract Negotiations

The Association may designate no more than seven (7) bargaining unit members who will serve as the negotiation committee and will be allowed to attend the number of negotiation sessions, agreed upon by the Association and management, without loss of pay. The Association will notify the Employer of those members who will be designated as the bargaining team.

34.8 Contracts

Employees will be allowed to bookmark and download a copy of the current collective bargaining agreement on their agency computer.

34.9 New Employee Orientation

When the Agency provides a formal new employee orientation program, the Association will be given an opportunity to have an Association representative speak to the class for not more than thirty (30) minutes to provide information about the Association and the collective bargaining agreement.

ARTICLE 35

DUES DEDUCTION

35.1 Association Dues

When an employee provides written authorization to the Employer, the Employer will deduct from the employee's salary, an amount equal to the fees and dues required to be a member of the Association.

35.2 Agency Shop

All employees in the bargaining units represented by the Association covered by this Agreement will, as a condition of employment, either become members of the Association and pay membership dues or, as non-members, pay a fee as described in B, C and D below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

- A. When the Employer hires, transfers, or promotes an employee into a classification represented by the Association, the Employer will notify the employee of his/her obligation under an agency shop provision and will notify the Association of that hire, transfer or promotion.
- B. Employees who choose not to become Association members must pay to the Association, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Association.
- C. An employee who does not join the Association based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Association that are equal to its membership dues, less monthly Association insurance premiums, if any. These payments will be used for purposes within the program of the Association that are in harmony with the employee's conscience. Such employees will not be members of the Association, but are entitled to all of the representational rights of Association members.
- D. The Association will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.
- E. The Association will notify new employees of the above provisions. If an employee fails to meet these conditions, the Association will notify the Employer and inform the employee that his/her employment will be discharged if the employee does not comply with the requirements in this Section.

35.3 Dues Cancellation

An employee may cancel his/her payroll deduction of dues by written notice to the Employer and the Association. The cancellation will become effective on the

second payroll after receipt of the notice. However, the cancellation may cause the employee to be discharged, subject to [Subsection 35.2 E](#), above.

35.4 Indemnification

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

35.5 Employee Status Reports

- A. Every three (3) months beginning July 1, 2009, the Employer will provide the Association a list of all employees in their bargaining units. The written list shall contain the agency, employee's name, mailing address, job classification, work unit and bargaining unit code. The Association shall maintain the confidentiality of all employees' mailing addresses.
- B. Monthly, the Employer will provide the Association a list of all employees who have been appointed to, separated from, or promoted in or out of their bargaining units.

**ARTICLE 36
CLASSIFICATION**

36.1 Classification Plan Revisions

- A. The Employer will provide to the Association, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided utilizing the Department of Personnel's Director's meeting agenda notice. Agency initiated requests will be provided to the Association. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.
- B. The Employer will assign newly created positions to the appropriate classification within the classification plan.

36.2 Position Review

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

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form as determined by the Department of Personnel.
- B. The supervisor will then send the completed form to the agency's Human Resources Office. The agency's Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the agency.

- C. In the event the employee disagrees with the reallocation decision of the agency, he/she may appeal the decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.
- D. The employee or the employer may appeal the determination of the Director of the Department of Personnel to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the completed request was filed with the Human Resources Office of the agency.

36.3 Effect of Reallocation

- A. Reallocation to a Class With a Higher Salary Range Maximum
 - 1. If the employee has performed the higher level duties for at least twelve (12) 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 the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he/she possesses the required skills and abilities. The Employer may choose to promote the incumbent employee without competition as long as the employee possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in [Article 31](#), Layoff and Recall, of this Agreement applies. If the employee is appointed, he/she must serve a trial service period.
- B. Reallocation to a Class with an Equal Salary Range Maximum
 - 1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
 - 2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 31](#) of this Agreement applies.

- C. Reallocation to a Class with a Lower Salary Range Maximum
 - 1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
 - 2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 31](#) of this Agreement applies.

36.4 Salary Impact of Reallocation

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

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

Upon appointment to the higher class, the employee's base salary will be increased 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 authorize, at his/her discretion, an increase of the base salary not exceed the top of the range.
- B. Reallocation to a Class With an Equal Salary Range Maximum

The employee retains his/her previous base salary.
- C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to his/her current salary until the new salary range equals the employee's pay at the time of reallocation.

36.5 Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in this Agreement.

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

ARTICLE 37
COMPENSATION

37.1 Pay Range Assignments

- A. Effective July 1, 2013, each classification represented by the Association will continue to be assigned to the same salary range of the "Washington State General Service Salary Schedule Effective July 1, 2009 through June 30, 2011" as it was assigned on June 30, 2013. Effective July 1, 2013, each employee will continue to be assigned to the same range and step of

the State General Service Salary Schedule that he/she was assigned on June 30, 2013.

- B. Effective July 1, 2013, the “General Service Salary Schedule Effective July 1, 2009 through June 30, 2011” will remain in effect through June 30, 2015 as shown in Compensation Appendix B.
- C. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

37.2 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.

37.3 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State General Service Salary Schedules as described in [Section 37.1](#).
- B. In the event the Employer creates new classifications during the term of this Agreement, the Association may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges if a change in pay is proposed.

37.4 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. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.

- B. Employees who are hired at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A-C above.
- E. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

37.5 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. 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. Such an increase may not result in a salary greater than the range maximum.

37.6 Salary Increases to Enhance Recruitment and Retention

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

37.7 Demotion

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

37.8 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

37.9 Reassignment

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

37.10 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.

37.11 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Subsection 37.5](#), above.

37.12 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may elect to be paid the appropriate hourly rate for all hours worked.

37.13 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.

- C.** An employee who is receiving standby pay is not entitled to callback penalty pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of his/her next scheduled work shift.

37.14 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 sixty-five cents (\$0.65) per hour will be paid to full-time employees under the following circumstances:

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

2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
 - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
 4. Those employees who work evening and night shift, who are in travel status, will be provided a meal per diem equal to that per diem allotted to day shift workers while in travel status as authorized by OFM regulation.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 2. For assigned full evening or night shifts, as defined in Subsection B.2, above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the "regular rate."
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of

authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

37.15 Standby

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site; and
 - 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Permanent members of the WDFW Oil Spill Response Team who are required to be fit for duty and respond immediately to a page from the Department of Ecology during hours outside the normal business day will be compensated at the rate of seven percent (7%) of their hourly base salary for time spent in standby status.

37.16 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

- B. If the employee receiving the relocation payment terminates or causes termination of his/her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

37.17 Salary Overpayment Recovery

All recovery under this Section shall be limited to a maximum of six (6) months from the date of notification to the employee of the error.

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee, which will include the following items:
 - 1. The amount of the overpayment;
 - 2. The basis for the claim; and
 - 3. The rights of the employee under the terms of this Agreement.

- B. Method of Payback

The employee must choose one of the following options for paying back the overpayment:

- 1. Voluntary wage deduction;
- 2. Cash; or
- 3. Check.

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency.

- C. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
- D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- E. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 27](#) of this Agreement.

37.18 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 skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Classes approved for assignment pay have the letters “AP” appearing after their class title in the compensation plan. All Assignment Pay Rates and Special Pay Ranges and Notes are attached as Compensation Appendices A and B to this Agreement.

37.19 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 laws or regulations.

37.20 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 laws or regulation.

37.21 Pretax Health Care Premiums

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

37.22 Voluntary Separation Incentive – 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 2013-2015 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.

37.23 Emergency/Disaster Operations Compensation

All employees performing emergency/disaster duties when working full-time under a phase II or higher activation level designated by the State Emergency Operating Center will be compensated as follows:

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in

a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.

- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

37.24 2011-2013 Agreement - Temporary Salary Reduction (TSR) Leave

- A. In lieu of reducing the daily work hours of employees as a result of the three percent (3%) salary reduction from July 1, 2011 through June 29, 2013, the Employer and the Association agreed to establish Temporary Salary Reduction (TSR) leave.
- B. TSR leave has no cash value and balances must be used by July 1, 2013, however, employees may carry forward up to sixteen (16) hours of TSR leave that must be used prior to September 1, 2013.
- C. TSR leave may used alone or in conjunction with other leave. TSR leave may not be donated as shared leave.
- D. This section expires on September 1, 2013.

ARTICLE 38

HEALTH CARE BENEFITS AMOUNTS

See Appendix E, Health Care Benefits Amounts

ARTICLE 39

COMMUTE TRIP REDUCTION AND PARKING

- 39.1** The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from

work in order to reduce traffic congestion, improve air quality and reduce the need for parking. The Agency will not require the use of personal vehicles merely for energy-saving reasons.

- 39.2** The Agency may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 39.3** During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capital Campus will not be increased from the facility parking rates in existence as of June 30, 2009.

ARTICLE 40

UNIFORMED SERVICE SHARED LEAVE POOL

40.1 Purpose

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

40.2 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.

40.3 Participation

A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:

1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
2. The employee has been called to service in the uniformed services.
3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
4. The employee's absence and the use of shared leave are justified.
5. The employee has depleted or will shortly deplete his/her vacation leave and paid military leave allowed under [RCW 38.40.060](#).
6. The employee has followed agency rules regarding military leave.

B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:

1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
3. The donating employee may donate all or part of a personal holiday.

40.4 Process

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

B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for requesting and receiving leave from the uniformed service shared leave

pool. Employees requesting leave from the uniformed service shared leave pool should provide to their agency head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.

- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing the employee may be required to repay all of the shared leave received from the pool.

40.5 This article is not subject to the grievance procedure.

ARTICLE 41

WORK-RELATED INJURY OR ILLNESS

41.1 Compensable Work-Related Injury or Illness Leave

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

41.2 General Provisions

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 17.1, the Employer may separate an employee in

accordance with [Article 29](#), Reasonable Accommodation and Disability Separation.

41.3 Return to Work

The Employer will follow the provisions of [WAC 357-19-505](#) through [-535](#) and agency policy related to a return-to-work program.

ARTICLE 42
PRESUMPTION OF RESIGNATION

42.1 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 working days, the employee is presumed to have resigned from his/her position. The Employer will make reasonable attempts to contact the employee in order to determine the reason for the absence.

42.2 Notice of Separation

When an employee is presumed to have resigned from his/her position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee.

42.3 Petition for Reinstatement

An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within fourteen (14) calendar days after the separation notice was deposited in the United States mail. The Appointing Authority may extend the time for an employee to respond due to extenuating circumstances beyond the employee's control. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

42.4 Grievability

Denial of a petition for reinstatement may be processed only through the agency head step of the grievance procedure.

ARTICLE 43
AGENCY POLICIES

43.1 The employer agrees, prior to making any change in written agency policy that is a mandatory subject of bargaining not otherwise covered by this Agreement, to notify the Association and satisfy our collective bargaining obligation in accordance with Article 45.5 of this agreement.

43.2 In addition to seeking subject matter expert input during the initial drafting of policies and/or policy changes, the employer agrees to provide the Association

with all policy updates at least fourteen (14) calendar days prior to the effective date of the changes.

ARTICLE 44

STRIKE AND LOCKOUT PROHIBITION

- 44.1 Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.
- 44.2 The Employer may discharge and/or discipline any employee who violates Section 44.1, above. No employee shall be entitled to pay and/or benefits for the period in which he/she engaged in any strike, slowdown or work stoppage.
- 44.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 44.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 45

ENTIRE AGREEMENT

- 45.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2009 is null and void, unless specifically preserved in this Agreement.
- 45.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 45.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 45.4 During the negotiations of the Agreement, each party had the opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter specifically referred to or covered in this Agreement.
- 45.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Association of these changes and the Association may request discussions about and/or negotiations within the notice period. In the event the Association does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Association as soon as possible.

The parties will agree to the location and time of the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

- 45.6** The Employer will notify the Association of decisions it has made that impact a mandatory subject of bargaining and will satisfy its collective bargaining obligation. The Association may request discussions about and/or negotiations within the notice period. The parties will agree to the location and time of the discussion and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 46 SAVINGS CLAUSE

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

ARTICLE 47 POSTING OF AGREEMENT

The Employer will post the Agreement electronically available for downloading as per [Article 34](#), Association Activities.

ARTICLE 48 DURATION

- 48.1** All provisions of this Agreement will become effective July 1, 2013, and will remain in full force and effect through June 30, 2015.
- 48.2** If this Agreement expires while negotiations between the Association and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 48.3** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2014, and no later than January 31, 2014. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A LAYOFF UNITS

1. Department of Fish and Wildlife

The following shall constitute separate layoff units.

- A. All classified support staff.
- B. Programs headed by an Assistant Director, except all classified support staff.
- C. Director's office, except all classified support staff.
- D. All project employees have layoff rights within their project; bumping options will be limited to positions for which they have the skills and abilities, within the project boundaries.
- E. Seasonal career employees have layoff rights within the agency to other seasonal career positions of similar length for which they have the skills and abilities, within their layoff unit. For seasonal career employees, the layoff unit will be defined as either A, B, or C above.

A reasonable commute for layoff purposes is considered to be approximately forty (40) miles from the employee's permanent duty station. If no option is available within a reasonable commute, the search expands to statewide within the layoff unit. If no option is available in the state within the layoff unit, the unit expands to the department statewide.

APPENDIX B
General Service Salary Schedule
Effective July 1, 2013 through June 30, 2015

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
18	Annual	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356
	Monthly	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113
	Hourly	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14
	Standby	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85
19	Annual	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932
	Monthly	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161
	Hourly	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42
	Standby	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87
20	Annual	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544
	Monthly	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212
	Hourly	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71
	Standby	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89
21	Annual	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192
	Monthly	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266
	Hourly	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02
	Standby	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91
22	Annual	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804
	Monthly	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317
	Hourly	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32
	Standby	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93
23	Annual	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440
	Monthly	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370
	Hourly	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62
	Standby	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95
24	Annual	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112
	Monthly	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426
	Hourly	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94
	Standby	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98
25	Annual	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784
	Monthly	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482
	Hourly	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26
	Standby	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00
26	Annual	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504
	Monthly	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542
	Hourly	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61
	Standby	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02
27	Annual	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176
	Monthly	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598
	Hourly	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93
	Standby	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
28	Annual	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956
	Monthly	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663
	Hourly	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30
	Standby	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07
29	Annual	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688
	Monthly	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724
	Hourly	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66
	Standby	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10
30	Annual	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468
	Monthly	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789
	Hourly	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03
	Standby	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12
31	Annual	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260
	Monthly	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855
	Hourly	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41
	Standby	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15
32	Annual	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040
	Monthly	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920
	Hourly	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78
	Standby	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17
33	Annual	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928
	Monthly	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994
	Hourly	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21
	Standby	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20
34	Annual	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756
	Monthly	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063
	Hourly	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60
	Standby	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23
35	Annual	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620
	Monthly	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135
	Hourly	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02
	Standby	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26
36	Annual	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556
	Monthly	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213
	Hourly	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47
	Standby	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29
37	Annual	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516
	Monthly	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293
	Hourly	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93
	Standby	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32
38	Annual	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524
	Monthly	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377
	Hourly	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41
	Standby	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
39	Annual	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508
	Monthly	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459
	Hourly	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88
	Standby	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39
40	Annual	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588
	Monthly	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549
	Hourly	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40
	Standby	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43
41	Annual	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572
	Monthly	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631
	Hourly	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87
	Standby	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46
42	Annual	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712
	Monthly	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726
	Hourly	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41
	Standby	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50
43	Annual	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828
	Monthly	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819
	Hourly	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95
	Standby	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54
44	Annual	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016
	Monthly	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918
	Hourly	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52
	Standby	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58
45	Annual	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168
	Monthly	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014
	Hourly	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07
	Standby	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61
46	Annual	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368
	Monthly	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114
	Hourly	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64
	Standby	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66
47	Annual	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568
	Monthly	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214
	Hourly	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22
	Standby	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70
48	Annual	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864
	Monthly	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322
	Hourly	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84
	Standby	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74
49	Annual	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148
	Monthly	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429
	Hourly	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45
	Standby	1.32	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
50	Annual	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504
	Monthly	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542
	Hourly	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10
	Standby	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83
51	Annual	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836
	Monthly	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653
	Hourly	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74
	Standby	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87
52	Annual	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240
	Monthly	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770
	Hourly	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41
	Standby	1.43	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92
53	Annual	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656
	Monthly	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888
	Hourly	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09
	Standby	1.46	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97
54	Annual	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120
	Monthly	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010
	Hourly	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79
	Standby	1.50	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02
55	Annual	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632
	Monthly	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136
	Hourly	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52
	Standby	1.54	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07
56	Annual	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192
	Monthly	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266
	Hourly	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26
	Standby	1.58	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12
57	Annual	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740
	Monthly	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395
	Hourly	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01
	Standby	1.61	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17
58	Annual	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420
	Monthly	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535
	Hourly	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81
	Standby	1.66	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23
59	Annual	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016
	Monthly	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668
	Hourly	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57
	Standby	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28
60	Annual	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756
	Monthly	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813
	Hourly	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41
	Standby	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
61	Annual	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496
	Monthly	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958
	Hourly	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24
	Standby	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40
62	Annual	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260
	Monthly	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105
	Hourly	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09
	Standby	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46
63	Annual	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084
	Monthly	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257
	Hourly	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96
	Standby	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52
64	Annual	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992
	Monthly	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416
	Hourly	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87
	Standby	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58
65	Annual	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900
	Monthly	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575
	Hourly	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79
	Standby	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65
66	Annual	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892
	Monthly	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741
	Hourly	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74
	Standby	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71
67	Annual	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896
	Monthly	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908
	Hourly	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70
	Standby	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78
68	Annual	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984
	Monthly	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082
	Hourly	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70
	Standby	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85
69	Annual	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096
	Monthly	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258
	Hourly	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71
	Standby	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92
70	Annual	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280
	Monthly	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440
	Hourly	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76
	Standby	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99
71	Annual	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524
	Monthly	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627
	Hourly	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83
	Standby	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
72	Annual	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816
	Monthly	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818
	Hourly	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93
	Standby	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15
73	Annual	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144
	Monthly	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012
	Hourly	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05
	Standby	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22
74	Annual	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580
	Monthly	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215
	Hourly	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21
	Standby	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30
75	Annual	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004
	Monthly	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417
	Hourly	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37
	Standby	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39
76	Annual	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524
	Monthly	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627
	Hourly	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58
	Standby	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47
77	Annual	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128
	Monthly	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844
	Hourly	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83
	Standby	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56
78	Annual	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792
	Monthly	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066
	Hourly	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10
	Standby	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65
79	Annual	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468
	Monthly	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289
	Hourly	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39
	Standby	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74
80	Annual	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252
	Monthly	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521
	Hourly	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72
	Standby	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83
81	Annual	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132
	Monthly	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761
	Hourly	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10
	Standby	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93
82	Annual	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048
	Monthly	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004
	Hourly	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49
	Standby	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
83	Annual	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036
	Monthly	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253
	Hourly	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93
	Standby	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12
84	Annual	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156
	Monthly	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513
	Hourly	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42
	Standby	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23
85	Annual	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252
	Monthly	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771
	Hourly	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90
	Standby	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33
86	Annual	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528
	Monthly	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044
	Hourly	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47
	Standby	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44
87	Annual	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864
	Monthly	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322
	Hourly	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07
	Standby	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55
88	Annual	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248
	Monthly	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604
	Hourly	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69
	Standby	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67
89	Annual	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752
	Monthly	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896
	Hourly	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37
	Standby	3.56	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79
90	Annual	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268
	Monthly	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189
	Hourly	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05
	Standby	3.65	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90
91	Annual	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952
	Monthly	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496
	Hourly	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82
	Standby	3.74	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03
92	Annual	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684
	Monthly	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807
	Hourly	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60
	Standby	3.83	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15
93	Annual	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572
	Monthly	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131
	Hourly	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47
	Standby	3.93	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28

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

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
94	Annual	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472
	Monthly	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456
	Hourly	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33
	Standby	4.02	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41
95	Annual	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528
	Monthly	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794
	Hourly	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28
	Standby	4.12	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55
96	Annual	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680
	Monthly	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140
	Hourly	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26
	Standby	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69
97	Annual	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	173928
	Monthly	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	14494
	Hourly	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	83.30
	Standby	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83
98	Annual	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	173928	178272
	Monthly	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	14494	14856
	Hourly	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	83.30	85.38
	Standby	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.98
99	Annual	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	173928	178272	182724
	Monthly	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	14494	14856	15227
	Hourly	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	83.30	85.38	87.51
	Standby	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.98	6.13

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

**APPENDIX C
ASSIGNMENT PAY**

AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges 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; Group C applies only to Ref #29.

Class Title	Class Code	Premium	Reference #
GROUP A			
Fish and Wildlife Biologist 1	523L	4 ranges	41
Fish and Wildlife Biologist 2	523M	4 ranges	41
Fish and Wildlife Biologist 3	523N	4 ranges	41
Fish and Wildlife Biologist 4	523O	4 ranges	41
Fish and Wildlife Research Scientist 1	516F	4 ranges	41
Fish and Wildlife Research Scientist 2	516G	4 ranges	41
Scientific Technician 1	522E	4 ranges	41
Scientific Technician 2	522F	4 ranges	41
Scientific Technician 3	522G	4 ranges	41
Scientific Technician 4	522H	4 ranges	41

GROUP B

REFERENCE #3: For required SCUBA diving. Basic salary range plus \$7.50 per diving hour to employees in any class.

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

GROUP C ASSIGNMENT PAY REPORT

REFERENCE #41: Within the Department of Fish and Wildlife, biologists performing low level flight operations or chemical immobilization utilizing Class B drugs, base pay plus four (4) ranges while engaged in those duties.

APPENDIX E
HEALTH CARE BENEFITS AMOUNTS

At the time of printing this agreement, the parties have not completed negotiations over a health care benefits master collective bargaining agreement for the 2013-2015 biennium. Therefore, pursuant to RCW 41.80.010(7), the terms and conditions of the expired 2011-2013 health care benefits master collective bargaining agreement (printed below) will remain in effect until the effective date of a subsequently negotiated agreement, not to exceed one year from July 1, 2013.

HEALTH BENEFITS AGREEMENT
BY AND BETWEEN
THE STATE OF WASHINGTON
AND
THE COALITION OF UNIONS¹

HEALTH CARE BENEFITS AMOUNTS

- E.1** The Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2012 and calendar year 2013, respectively. The projected health care premium is the weighted average across all plans, across all tiers. The Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance) in effect for calendar year 2011 will be maintained for the 2011-2013 biennium.
- E.2** The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- E.3 Wellness**
To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Health Risk Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

¹ The Coalition of Unions comprises all exclusive bargaining representatives subject to RCW 41.80 and RCW 47.64.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS**

The parties agree that if the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity, effective July 1, 2014, all salary ranges and steps of each salary schedule in the parties' 2013-2015 collective bargaining agreement will be increased by 1% as shown in the attachment. These salary schedules will remain in effect for twelve (12) months and will expire on June 30, 2015. The parties acknowledge that this increase is subject to the Legislature approving the funds necessary to implement this memorandum of agreement. For purposes of this memorandum of agreement, "increased economic activity" means additional revenue derived from taxable business and consumer activity and does not include revenue changes from changes in state or federal law or revenue changes characterized by the ERFC as a non-economic change.

Dated September 18, 2012

/s/

For the Employer

/s/

For the Union

General Service Salary Schedule

As provided in the parties' MOU, this salary schedule **will not go into effect unless** the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
18	Annual	19548	19980	20448	20892	21372	21852	22368	22848	23376	23940	24432	25068	25608
	Monthly	1629	1665	1704	1741	1781	1821	1864	1904	1948	1995	2036	2089	2134
	Hourly	9.36	9.57	9.79	10.01	10.24	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26
	Standby	0.66	0.67	0.69	0.70	0.72	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86
19	Annual	19980	20448	20892	21372	21852	22368	22848	23376	23940	24432	25068	25608	26196
	Monthly	1665	1704	1741	1781	1821	1864	1904	1948	1995	2036	2089	2134	2183
	Hourly	9.57	9.79	10.01	10.24	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55
	Standby	0.67	0.69	0.70	0.72	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88
20	Annual	20448	20892	21372	21852	22368	22848	23376	23940	24432	25068	25608	26196	26808
	Monthly	1704	1741	1781	1821	1864	1904	1948	1995	2036	2089	2134	2183	2234
	Hourly	9.79	10.01	10.24	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84
	Standby	0.69	0.70	0.72	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90
21	Annual	20892	21372	21852	22368	22848	23376	23940	24432	25068	25608	26196	26808	27468
	Monthly	1741	1781	1821	1864	1904	1948	1995	2036	2089	2134	2183	2234	2289
	Hourly	10.01	10.24	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16
	Standby	0.70	0.72	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92
22	Annual	21372	21852	22368	22848	23376	23940	24432	25068	25608	26196	26808	27468	28080
	Monthly	1781	1821	1864	1904	1948	1995	2036	2089	2134	2183	2234	2289	2340
	Hourly	10.24	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45
	Standby	0.72	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94
23	Annual	21852	22368	22848	23376	23940	24432	25068	25608	26196	26808	27468	28080	28728
	Monthly	1821	1864	1904	1948	1995	2036	2089	2134	2183	2234	2289	2340	2394
	Hourly	10.47	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76
	Standby	0.73	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96
24	Annual	22368	22848	23376	23940	24432	25068	25608	26196	26808	27468	28080	28728	29400
	Monthly	1864	1904	1948	1995	2036	2089	2134	2183	2234	2289	2340	2394	2450
	Hourly	10.71	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08
	Standby	0.75	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99
25	Annual	22848	23376	23940	24432	25068	25608	26196	26808	27468	28080	28728	29400	30084
	Monthly	1904	1948	1995	2036	2089	2134	2183	2234	2289	2340	2394	2450	2507
	Hourly	10.94	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41
	Standby	0.77	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01
26	Annual	23376	23940	24432	25068	25608	26196	26808	27468	28080	28728	29400	30084	30804
	Monthly	1948	1995	2036	2089	2134	2183	2234	2289	2340	2394	2450	2507	2567
	Hourly	11.20	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75
	Standby	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03
27	Annual	23940	24432	25068	25608	26196	26808	27468	28080	28728	29400	30084	30804	31488
	Monthly	1995	2036	2089	2134	2183	2234	2289	2340	2394	2450	2507	2567	2624
	Hourly	11.47	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08
	Standby	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06

As provided in the parties' MOU, this salary schedule **will not go into effect unless** the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
28	Annual	24432	25068	25608	26196	26808	27468	28080	28728	29400	30084	30804	31488	32280
	Monthly	2036	2089	2134	2183	2234	2289	2340	2394	2450	2507	2567	2624	2690
	Hourly	11.70	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46
	Standby	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08
29	Annual	25068	25608	26196	26808	27468	28080	28728	29400	30084	30804	31488	32280	33012
	Monthly	2089	2134	2183	2234	2289	2340	2394	2450	2507	2567	2624	2690	2751
	Hourly	12.01	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81
	Standby	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11
30	Annual	25608	26196	26808	27468	28080	28728	29400	30084	30804	31488	32280	33012	33804
	Monthly	2134	2183	2234	2289	2340	2394	2450	2507	2567	2624	2690	2751	2817
	Hourly	12.26	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19
	Standby	0.86	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13
31	Annual	26196	26808	27468	28080	28728	29400	30084	30804	31488	32280	33012	33804	34608
	Monthly	2183	2234	2289	2340	2394	2450	2507	2567	2624	2690	2751	2817	2884
	Hourly	12.55	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57
	Standby	0.88	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16
32	Annual	26808	27468	28080	28728	29400	30084	30804	31488	32280	33012	33804	34608	35388
	Monthly	2234	2289	2340	2394	2450	2507	2567	2624	2690	2751	2817	2884	2949
	Hourly	12.84	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95
	Standby	0.90	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19
33	Annual	27468	28080	28728	29400	30084	30804	31488	32280	33012	33804	34608	35388	36288
	Monthly	2289	2340	2394	2450	2507	2567	2624	2690	2751	2817	2884	2949	3024
	Hourly	13.16	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38
	Standby	0.92	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22
34	Annual	28080	28728	29400	30084	30804	31488	32280	33012	33804	34608	35388	36288	37128
	Monthly	2340	2394	2450	2507	2567	2624	2690	2751	2817	2884	2949	3024	3094
	Hourly	13.45	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78
	Standby	0.94	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24
35	Annual	28728	29400	30084	30804	31488	32280	33012	33804	34608	35388	36288	37128	37992
	Monthly	2394	2450	2507	2567	2624	2690	2751	2817	2884	2949	3024	3094	3166
	Hourly	13.76	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20
	Standby	0.96	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27
36	Annual	29400	30084	30804	31488	32280	33012	33804	34608	35388	36288	37128	37992	38940
	Monthly	2450	2507	2567	2624	2690	2751	2817	2884	2949	3024	3094	3166	3245
	Hourly	14.08	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65
	Standby	0.99	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31
37	Annual	30084	30804	31488	32280	33012	33804	34608	35388	36288	37128	37992	38940	39912
	Monthly	2507	2567	2624	2690	2751	2817	2884	2949	3024	3094	3166	3245	3326
	Hourly	14.41	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11
	Standby	1.01	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
38	Annual	30804	31488	32280	33012	33804	34608	35388	36288	37128	37992	38940	39912	40932
	Monthly	2567	2624	2690	2751	2817	2884	2949	3024	3094	3166	3245	3326	3411
	Hourly	14.75	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60
	Standby	1.03	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37
39	Annual	31488	32280	33012	33804	34608	35388	36288	37128	37992	38940	39912	40932	41928
	Monthly	2624	2690	2751	2817	2884	2949	3024	3094	3166	3245	3326	3411	3494
	Hourly	15.08	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08
	Standby	1.06	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41
40	Annual	32280	33012	33804	34608	35388	36288	37128	37992	38940	39912	40932	41928	43008
	Monthly	2690	2751	2817	2884	2949	3024	3094	3166	3245	3326	3411	3494	3584
	Hourly	15.46	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60
	Standby	1.08	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44
41	Annual	33012	33804	34608	35388	36288	37128	37992	38940	39912	40932	41928	43008	44004
	Monthly	2751	2817	2884	2949	3024	3094	3166	3245	3326	3411	3494	3584	3667
	Hourly	15.81	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07
	Standby	1.11	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48
42	Annual	33804	34608	35388	36288	37128	37992	38940	39912	40932	41928	43008	44004	45156
	Monthly	2817	2884	2949	3024	3094	3166	3245	3326	3411	3494	3584	3667	3763
	Hourly	16.19	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63
	Standby	1.13	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51
43	Annual	34608	35388	36288	37128	37992	38940	39912	40932	41928	43008	44004	45156	46284
	Monthly	2884	2949	3024	3094	3166	3245	3326	3411	3494	3584	3667	3763	3857
	Hourly	16.57	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17
	Standby	1.16	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55
44	Annual	35388	36288	37128	37992	38940	39912	40932	41928	43008	44004	45156	46284	47484
	Monthly	2949	3024	3094	3166	3245	3326	3411	3494	3584	3667	3763	3857	3957
	Hourly	16.95	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74
	Standby	1.19	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59
45	Annual	36288	37128	37992	38940	39912	40932	41928	43008	44004	45156	46284	47484	48648
	Monthly	3024	3094	3166	3245	3326	3411	3494	3584	3667	3763	3857	3957	4054
	Hourly	17.38	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30
	Standby	1.22	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63
46	Annual	37128	37992	38940	39912	40932	41928	43008	44004	45156	46284	47484	48648	49860
	Monthly	3094	3166	3245	3326	3411	3494	3584	3667	3763	3857	3957	4054	4155
	Hourly	17.78	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88
	Standby	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67
47	Annual	37992	38940	39912	40932	41928	43008	44004	45156	46284	47484	48648	49860	51072
	Monthly	3166	3245	3326	3411	3494	3584	3667	3763	3857	3957	4054	4155	4256
	Hourly	18.20	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46
	Standby	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
48	Annual	38940	39912	40932	41928	43008	44004	45156	46284	47484	48648	49860	51072	52380
	Monthly	3245	3326	3411	3494	3584	3667	3763	3857	3957	4054	4155	4256	4365
	Hourly	18.65	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09
	Standby	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76
49	Annual	39912	40932	41928	43008	44004	45156	46284	47484	48648	49860	51072	52380	53676
	Monthly	3326	3411	3494	3584	3667	3763	3857	3957	4054	4155	4256	4365	4473
	Hourly	19.11	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71
	Standby	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80
50	Annual	40932	41928	43008	44004	45156	46284	47484	48648	49860	51072	52380	53676	55044
	Monthly	3411	3494	3584	3667	3763	3857	3957	4054	4155	4256	4365	4473	4587
	Hourly	19.60	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36
	Standby	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85
51	Annual	41928	43008	44004	45156	46284	47484	48648	49860	51072	52380	53676	55044	56400
	Monthly	3494	3584	3667	3763	3857	3957	4054	4155	4256	4365	4473	4587	4700
	Hourly	20.08	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01
	Standby	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89
52	Annual	43008	44004	45156	46284	47484	48648	49860	51072	52380	53676	55044	56400	57816
	Monthly	3584	3667	3763	3857	3957	4054	4155	4256	4365	4473	4587	4700	4818
	Hourly	20.60	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69
	Standby	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94
53	Annual	44004	45156	46284	47484	48648	49860	51072	52380	53676	55044	56400	57816	59244
	Monthly	3667	3763	3857	3957	4054	4155	4256	4365	4473	4587	4700	4818	4937
	Hourly	21.07	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37
	Standby	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99
54	Annual	45156	46284	47484	48648	49860	51072	52380	53676	55044	56400	57816	59244	60720
	Monthly	3763	3857	3957	4054	4155	4256	4365	4473	4587	4700	4818	4937	5060
	Hourly	21.63	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08
	Standby	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04
55	Annual	46284	47484	48648	49860	51072	52380	53676	55044	56400	57816	59244	60720	62244
	Monthly	3857	3957	4054	4155	4256	4365	4473	4587	4700	4818	4937	5060	5187
	Hourly	22.17	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81
	Standby	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09
56	Annual	47484	48648	49860	51072	52380	53676	55044	56400	57816	59244	60720	62244	63828
	Monthly	3957	4054	4155	4256	4365	4473	4587	4700	4818	4937	5060	5187	5319
	Hourly	22.74	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57
	Standby	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14
57	Annual	48648	49860	51072	52380	53676	55044	56400	57816	59244	60720	62244	63828	65388
	Monthly	4054	4155	4256	4365	4473	4587	4700	4818	4937	5060	5187	5319	5449
	Hourly	23.30	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32
	Standby	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19

As provided in the parties' MOU, this salary schedule **will not go into effect unless** the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
58	Annual	49860	51072	52380	53676	55044	56400	57816	59244	60720	62244	63828	65388	67080
	Monthly	4155	4256	4365	4473	4587	4700	4818	4937	5060	5187	5319	5449	5590
	Hourly	23.88	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13
	Standby	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25
59	Annual	51072	52380	53676	55044	56400	57816	59244	60720	62244	63828	65388	67080	68700
	Monthly	4256	4365	4473	4587	4700	4818	4937	5060	5187	5319	5449	5590	5725
	Hourly	24.46	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90
	Standby	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30
60	Annual	52380	53676	55044	56400	57816	59244	60720	62244	63828	65388	67080	68700	70452
	Monthly	4365	4473	4587	4700	4818	4937	5060	5187	5319	5449	5590	5725	5871
	Hourly	25.09	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74
	Standby	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36
61	Annual	53676	55044	56400	57816	59244	60720	62244	63828	65388	67080	68700	70452	72216
	Monthly	4473	4587	4700	4818	4937	5060	5187	5319	5449	5590	5725	5871	6018
	Hourly	25.71	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59
	Standby	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42
62	Annual	55044	56400	57816	59244	60720	62244	63828	65388	67080	68700	70452	72216	73992
	Monthly	4587	4700	4818	4937	5060	5187	5319	5449	5590	5725	5871	6018	6166
	Hourly	26.36	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44
	Standby	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48
63	Annual	56400	57816	59244	60720	62244	63828	65388	67080	68700	70452	72216	73992	75840
	Monthly	4700	4818	4937	5060	5187	5319	5449	5590	5725	5871	6018	6166	6320
	Hourly	27.01	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32
	Standby	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54
64	Annual	57816	59244	60720	62244	63828	65388	67080	68700	70452	72216	73992	75840	77760
	Monthly	4818	4937	5060	5187	5319	5449	5590	5725	5871	6018	6166	6320	6480
	Hourly	27.69	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24
	Standby	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61
65	Annual	59244	60720	62244	63828	65388	67080	68700	70452	72216	73992	75840	77760	79692
	Monthly	4937	5060	5187	5319	5449	5590	5725	5871	6018	6166	6320	6480	6641
	Hourly	28.37	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17
	Standby	1.99	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67
66	Annual	60720	62244	63828	65388	67080	68700	70452	72216	73992	75840	77760	79692	81696
	Monthly	5060	5187	5319	5449	5590	5725	5871	6018	6166	6320	6480	6641	6808
	Hourly	29.08	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13
	Standby	2.04	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74
67	Annual	62244	63828	65388	67080	68700	70452	72216	73992	75840	77760	79692	81696	83724
	Monthly	5187	5319	5449	5590	5725	5871	6018	6166	6320	6480	6641	6808	6977
	Hourly	29.81	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10
	Standby	2.09	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81

As provided in the parties' MOU, this salary schedule **will not go into effect unless** the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
68	Annual	63828	65388	67080	68700	70452	72216	73992	75840	77760	79692	81696	83724	85836
	Monthly	5319	5449	5590	5725	5871	6018	6166	6320	6480	6641	6808	6977	7153
	Hourly	30.57	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11
	Standby	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88
69	Annual	65388	67080	68700	70452	72216	73992	75840	77760	79692	81696	83724	85836	87972
	Monthly	5449	5590	5725	5871	6018	6166	6320	6480	6641	6808	6977	7153	7331
	Hourly	31.32	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13
	Standby	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95
70	Annual	67080	68700	70452	72216	73992	75840	77760	79692	81696	83724	85836	87972	90168
	Monthly	5590	5725	5871	6018	6166	6320	6480	6641	6808	6977	7153	7331	7514
	Hourly	32.13	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18
	Standby	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02
71	Annual	68700	70452	72216	73992	75840	77760	79692	81696	83724	85836	87972	90168	92436
	Monthly	5725	5871	6018	6166	6320	6480	6641	6808	6977	7153	7331	7514	7703
	Hourly	32.90	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27
	Standby	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10
72	Annual	70452	72216	73992	75840	77760	79692	81696	83724	85836	87972	90168	92436	94752
	Monthly	5871	6018	6166	6320	6480	6641	6808	6977	7153	7331	7514	7703	7896
	Hourly	33.74	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38
	Standby	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18
73	Annual	72216	73992	75840	77760	79692	81696	83724	85836	87972	90168	92436	94752	97104
	Monthly	6018	6166	6320	6480	6641	6808	6977	7153	7331	7514	7703	7896	8092
	Hourly	34.59	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51
	Standby	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26
74	Annual	73992	75840	77760	79692	81696	83724	85836	87972	90168	92436	94752	97104	99564
	Monthly	6166	6320	6480	6641	6808	6977	7153	7331	7514	7703	7896	8092	8297
	Hourly	35.44	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68
	Standby	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34
75	Annual	75840	77760	79692	81696	83724	85836	87972	90168	92436	94752	97104	99564	102012
	Monthly	6320	6480	6641	6808	6977	7153	7331	7514	7703	7896	8092	8297	8501
	Hourly	36.32	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86
	Standby	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42
76	Annual	77760	79692	81696	83724	85836	87972	90168	92436	94752	97104	99564	102012	104556
	Monthly	6480	6641	6808	6977	7153	7331	7514	7703	7896	8092	8297	8501	8713
	Hourly	37.24	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07
	Standby	2.61	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51
77	Annual	79692	81696	83724	85836	87972	90168	92436	94752	97104	99564	102012	104556	107184
	Monthly	6641	6808	6977	7153	7331	7514	7703	7896	8092	8297	8501	8713	8932
	Hourly	38.17	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33
	Standby	2.67	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59

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RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
78	Annual	81696	83724	85836	87972	90168	92436	94752	97104	99564	102012	104556	107184	109884
	Monthly	6808	6977	7153	7331	7514	7703	7896	8092	8297	8501	8713	8932	9157
	Hourly	39.13	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63
	Standby	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68
79	Annual	83724	85836	87972	90168	92436	94752	97104	99564	102012	104556	107184	109884	112584
	Monthly	6977	7153	7331	7514	7703	7896	8092	8297	8501	8713	8932	9157	9382
	Hourly	40.10	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92
	Standby	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77
80	Annual	85836	87972	90168	92436	94752	97104	99564	102012	104556	107184	109884	112584	115392
	Monthly	7153	7331	7514	7703	7896	8092	8297	8501	8713	8932	9157	9382	9616
	Hourly	41.11	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26
	Standby	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87
81	Annual	87972	90168	92436	94752	97104	99564	102012	104556	107184	109884	112584	115392	118308
	Monthly	7331	7514	7703	7896	8092	8297	8501	8713	8932	9157	9382	9616	9859
	Hourly	42.13	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66
	Standby	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97
82	Annual	90168	92436	94752	97104	99564	102012	104556	107184	109884	112584	115392	118308	121248
	Monthly	7514	7703	7896	8092	8297	8501	8713	8932	9157	9382	9616	9859	10104
	Hourly	43.18	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07
	Standby	3.02	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06
83	Annual	92436	94752	97104	99564	102012	104556	107184	109884	112584	115392	118308	121248	124272
	Monthly	7703	7896	8092	8297	8501	8713	8932	9157	9382	9616	9859	10104	10356
	Hourly	44.27	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52
	Standby	3.10	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17
84	Annual	94752	97104	99564	102012	104556	107184	109884	112584	115392	118308	121248	124272	127416
	Monthly	7896	8092	8297	8501	8713	8932	9157	9382	9616	9859	10104	10356	10618
	Hourly	45.38	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02
	Standby	3.18	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27
85	Annual	97104	99564	102012	104556	107184	109884	112584	115392	118308	121248	124272	127416	130548
	Monthly	8092	8297	8501	8713	8932	9157	9382	9616	9859	10104	10356	10618	10879
	Hourly	46.51	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52
	Standby	3.26	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38
86	Annual	99564	102012	104556	107184	109884	112584	115392	118308	121248	124272	127416	130548	133848
	Monthly	8297	8501	8713	8932	9157	9382	9616	9859	10104	10356	10618	10879	11154
	Hourly	47.68	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10
	Standby	3.34	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49
87	Annual	102012	104556	107184	109884	112584	115392	118308	121248	124272	127416	130548	133848	137220
	Monthly	8501	8713	8932	9157	9382	9616	9859	10104	10356	10618	10879	11154	11435
	Hourly	48.86	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72
	Standby	3.42	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60

As provided in the parties' MOU, this salary schedule will not go into effect unless the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
88	Annual	104556	107184	109884	112584	115392	118308	121248	124272	127416	130548	133848	137220	140640
	Monthly	8713	8932	9157	9382	9616	9859	10104	10356	10618	10879	11154	11435	11720
	Hourly	50.07	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36
	Standby	3.51	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71
89	Annual	107184	109884	112584	115392	118308	121248	124272	127416	130548	133848	137220	140640	144180
	Monthly	8932	9157	9382	9616	9859	10104	10356	10618	10879	11154	11435	11720	12015
	Hourly	51.33	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05
	Standby	3.59	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83
90	Annual	109884	112584	115392	118308	121248	124272	127416	130548	133848	137220	140640	144180	147732
	Monthly	9157	9382	9616	9859	10104	10356	10618	10879	11154	11435	11720	12015	12311
	Hourly	52.63	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75
	Standby	3.68	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95
91	Annual	112584	115392	118308	121248	124272	127416	130548	133848	137220	140640	144180	147732	151452
	Monthly	9382	9616	9859	10104	10356	10618	10879	11154	11435	11720	12015	12311	12621
	Hourly	53.92	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53
	Standby	3.77	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08
92	Annual	115392	118308	121248	124272	127416	130548	133848	137220	140640	144180	147732	151452	155220
	Monthly	9616	9859	10104	10356	10618	10879	11154	11435	11720	12015	12311	12621	12935
	Hourly	55.26	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34
	Standby	3.87	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20
93	Annual	118308	121248	124272	127416	130548	133848	137220	140640	144180	147732	151452	155220	159144
	Monthly	9859	10104	10356	10618	10879	11154	11435	11720	12015	12311	12621	12935	13262
	Hourly	56.66	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22
	Standby	3.97	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34
94	Annual	121248	124272	127416	130548	133848	137220	140640	144180	147732	151452	155220	159144	163092
	Monthly	10104	10356	10618	10879	11154	11435	11720	12015	12311	12621	12935	13262	13591
	Hourly	58.07	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11
	Standby	4.06	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47
95	Annual	124272	127416	130548	133848	137220	140640	144180	147732	151452	155220	159144	163092	167184
	Monthly	10356	10618	10879	11154	11435	11720	12015	12311	12621	12935	13262	13591	13932
	Hourly	59.52	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11	80.07
	Standby	4.17	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47	5.60
96	Annual	127416	130548	133848	137220	140640	144180	147732	151452	155220	159144	163092	167184	171372
	Monthly	10618	10879	11154	11435	11720	12015	12311	12621	12935	13262	13591	13932	14281
	Hourly	61.02	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11	80.07	82.07
	Standby	4.27	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47	5.60	5.75
97	Annual	130548	133848	137220	140640	144180	147732	151452	155220	159144	163092	167184	171372	175668
	Monthly	10879	11154	11435	11720	12015	12311	12621	12935	13262	13591	13932	14281	14639
	Hourly	62.52	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11	80.07	82.07	84.13
	Standby	4.38	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47	5.60	5.75	5.89

As provided in the parties' MOU, this salary schedule **will not go into effect unless** the February 2014 Economic and Revenue Forecast Council (ERFC) forecast for General Fund-State revenues for Fiscal Year 2015 is \$200 million or more than the September 2012 ERFC forecast for General Fund-State revenues for Fiscal Year 2015 as a result of increased economic activity. If this contingency is met, this salary schedule will be effective July 1, 2014 through June 30, 2015.

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M
98	Annual	133848	137220	140640	144180	147732	151452	155220	159144	163092	167184	171372	175668	180060
	Monthly	11154	11435	11720	12015	12311	12621	12935	13262	13591	13932	14281	14639	15005
	Hourly	64.10	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11	80.07	82.07	84.13	86.24
	Standby	4.49	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47	5.60	5.75	5.89	6.04
99	Annual	137220	140640	144180	147732	151452	155220	159144	163092	167184	171372	175668	180060	184548
	Monthly	11435	11720	12015	12311	12621	12935	13262	13591	13932	14281	14639	15005	15379
	Hourly	65.72	67.36	69.05	70.75	72.53	74.34	76.22	78.11	80.07	82.07	84.13	86.24	88.39
	Standby	4.60	4.71	4.83	4.95	5.08	5.20	5.34	5.47	5.60	5.75	5.89	6.04	6.19

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS**

This Memorandum of Understanding (MOU) by and between the Washington Association of Fish and Wildlife Professionals (Association), and the State of Washington, Office of Financial Management/Labor Relations Office (Employer) concerning the parties 2013-2015 Collective Bargaining Agreement. The parties agree to the following:

The parties recognize that the economic terms described in sections 37.1B; 37.1C; 37.2, 37.3; and specific Assignment Pays that were tentatively agreed to on September 15, 2008 were not funded, and were not implemented, based upon a December 2008 finding by the Director of OFM that such terms were not economically feasible. The parties acknowledge that, based on information available at the time of bargaining the 2009 – 2011 master agreement, it recognized the need for these adjustments to wages and appendices. These adjustments included increased pay to the Fish and Wildlife Biologist 1, 2, 3 and 4 classifications due to recruitment and retention difficulties and increased duties, as well as the increase in additional approved assignment pays. The need for such terms shall be considered as having already been established when the parties negotiate for a successor collective bargaining agreement. The parties recognize that the Director’s determination of unfeasibility does not affect the parties’ mutual understanding that the matters described in those sections were a full and fair settlement of the economic terms of agreement at the time the settlement was reached. Nothing in this MOU obligates either party to agree to any proposal.

Dated September 18, 2012

/s/

For the Employer

/s/

For the WAFWP

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS**

The Agency will develop guidelines to describe the process for Agency personnel administrative investigations by July 1, 2013. The agency will seek input from WAFWP at least thirty (30) calendar days prior to the effective date of the guidelines. The guidelines are not subject to negotiation with WAFWP.

Dated September 11, 2012

/s/

For the Employer

/s/

For the Union

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS**

If, during negotiations for the 2013-2015 biennium, the Employer agrees to a change that results in more favorable treatment regarding across-the-board salary increases, shift premium rate increases, callback pay increases, standby pay increases, or lump sum payments for any general government bargaining unit covered by RCW 41.80, then the Employer will apply such treatment to employees covered by this agreement. The parties will meet promptly upon request of the Association to negotiate the implementation of that more favorable treatment. Any change in across-the-board salary increases, shift premium rates increases, callback increases, or standby increases as a result of this MOU are subject to legislative approval.

Dated September 18, 2012

/s/

For the Employer

/s/

For the Union

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS**

The parties have agreed to add the following language in the 2013-2015 collective bargaining agreement in Article 31.6, Temporary Reduction of Work Hours or Layoff – Agency Option:

- D. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

Dated June 3, 2015

/s/

Tanya Chadwick, OFM/SHR;LRS
For the Employer

/s/

Rhonda Fenrich, WAFWP
For the Union

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

Executed this 1st day of July, 2013.

For the State of Washington:

_____/s/
Jay Inslee
Governor

_____/s/
Shane Esquibel, Chief Negotiator
OFM Labor Relations Division

For the Washington Association of Fish and Wildlife Professionals:

_____/s/
Sheila Smith
President

_____/s/
Rhonda Fenrich
Chief Negotiator