COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

WASHINGTON STATE PATROL TROOPERS ASSOCIATION (WSPTA)

EFFECTIVE
JULY 1, 2013 THROUGH JUNE 30, 2015

2013-2015

WASHINGTON STATE PATROL TROOPERS ASSOCIATION
2013-15

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WSPTA Commissioned Salary Schedule Effective July 1, 2014

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PREAMBLE

Pursuant to RCW 41.56, this Agreement is entered into by the State of Washington and the Washington State Patrol (WSP or "Agency") as the authorized representative of the State, hereinafter referred to as the "Employer," and the Washington State Patrol Troopers Association, referred to as the "Association."

This Agreement is made and entered into for the purpose of setting forth the mutual understanding of the parties on mandatory subjects of bargaining as specifically addressed in this Agreement. Furthermore, both the Employer and the Association are committed to equitable, efficient, fair, appropriate, and proper operation of the Washington State Patrol in order to enhance the health, safety, and welfare of all bargaining unit members, while fulfilling the mission of the Agency in its service to the citizens of the State of Washington.

ARTICLE 1
RECOGNITION

1.1 Recognition

In accordance with the actions of the Washington Public Employment Relations Commission (PERC) on November 16, 1987, the Employer recognizes the Association as the exclusive bargaining representative for all employees in the classifications covered by this Agreement, as identified in Section 1.2 of this Article, for the purpose of establishing terms and conditions of employment in accordance with the provisions of RCW 41.56.

1.2 Bargaining Unit

The Washington PERC shall determine which commissioned officers shall be included within the bargaining unit. Temporary employees, trooper cadets, and all other employees of the Agency are excluded from the bargaining unit.

1.3 Employees

For the purpose of this Agreement, the term "employee(s)" shall mean those persons holding probationary or permanent status in positions included in the bargaining unit.

1.4 New Classifications

If new classifications such as corporal or senior trooper ranks are established by the Employer and are added to the bargaining unit by the PERC, this Agreement will then be subject to reopening for the sole purpose of negotiating the wages, hours and working conditions for the new classification(s).

1.5 Probationary Employees

Probationary employees are members of the bargaining unit, and pursuant to RCW 43.43.070 may not be discharged except for cause, but pursuant to 43.43.060 may be suspended or demoted at the sole discretion of the Employer. Neither the reason for, nor the suspension or demotion, may be the subject of an appeal processed through the provisions of this Agreement.

ARTICLE 2
MANAGEMENT RESPONSIBILITIES

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the Agency and to command and direct the employees of the Washington State Patrol in all aspects, except as specified in this Agreement. These authorities and responsibilities include, but are not limited to, the following:

A. To exclusively determine and execute its mission, policies, and all standards of service provided to the public;

B. To plan, direct, schedule, command, and control the service operations furnished by the members of the Employer;

C. To set standards of service, including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations;

D. To determine the methods, means, and number of personnel needed to carry out the operations and services of the Employer;

E. To command and direct the work force;

F. To hire, commission, train, assign, test, evaluate, and transfer employees within the Agency;

G. To promote, demote, suspend, discipline, or discharge employees for cause pursuant to applicable law and the regulations of the Employer as well as the provisions of this Agreement;

H. To establish, publish, and enforce reasonable rules and regulations, which govern the routine functions of the Employer;

I. To establish and govern reasonable rules and regulations pertaining to on- and off-duty employment and conduct if that conduct affects an employee's on-duty performance in accordance with Article 26, Off-Duty Employment, of this Agreement;

J. To obtain, use, assign, and consolidate facilities as well as all issued equipment;

K. To determine the technology of its work, to include equipment selection and assignment;

L. To determine whether goods and services are made or purchased; however, the Employer will not contract or subcontract work typically and historically accomplished by commissioned employees within the Agency when such actions will cause the elimination of commissioned positions.

ARTICLE 3
COMPLETE AGREEMENT

3.1 Obligations

Pursuant to their statutory obligation to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters appropriate for collective bargaining as defined in RCW 41.56.

3.2 Complete Agreement

This Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations. The Association agrees that the Employer has no obligation during the term of this Agreement to bargain wages, hours or working conditions except as set forth in Section 3.6 below. Therefore, the Employer and the Association, for the life of this

Agreement and any extension thereof, each agrees that the other shall not be obligated to bargain collectively or negotiate in any form with the other with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

3.3 Existing Standards

Except as set forth in Section 3.6 below, the Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in carrying out the mission of the Employer.

3.4 Precedence

Should any Article, Section, or portion of this Agreement conflict with the provision of Washington State Patrol regulations, this Agreement shall take precedence.

3.5 Savings Clause

If any Article, Section, or portion thereof of this Agreement is held unlawful or invalid by any court or board of competent jurisdiction, or is in conflict with existing laws, such invalidity shall apply only to the specific Article, Section, or portion thereof directly affected. The parties agree to meet within sixty (60) calendar days to negotiate a specific substitute for the invalidated Article, Section, or portion thereof. The remaining provisions shall remain in full force and effect.

3.6 Association Rights

This Agreement shall not be interpreted to restrict the Association's right, under state law, to bargain the decision and impact of changes in subjects of bargaining where the Employer is compelled to negotiate over the matter by state law. In the case of any disagreement between the Association and the Employer with respect to this Section, the Public Employment Relations Commission shall make the decision as to whether the Employer is compelled to negotiate under state law.

3.7 Waiver

Nothing herein shall be construed as waiving any rights the Association may have under state law to bargain over the decision and/or impact of any of the foregoing where the Association has such rights under state law.

ARTICLE 4
NON-DISCRIMINATION

4.1 Association Activities

The parties agree employees shall have the right to form, join, and participate in the lawful activities of the Association for the purpose of representation in matters of employment relations. No employee shall be interfered with, restrained, coerced, or discriminated against because of the exercise of such rights.

4.2 Non-discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. Claims of discrimination otherwise covered by applicable state or federal law shall not be subject to the grievance procedure.

4.3 Representation

The provisions of this Agreement shall be applied equally to all bargaining unit members, and the Association recognizes its responsibility as the sole collective bargaining agent to fairly represent all employees in the bargaining unit pursuant to RCW 49.60. The provisions of Section 4.3 shall not be subject to the grievance procedure in this Agreement.

4.4 Decisions

If a bargaining unit member pursues remedies for alleged unlawful discrimination through federal or state agencies charged with investigating such matters, or through the courts, then the decision of such agency, agencies, or court affecting that issue shall supersede any decisions, settlements, or agreements reached through the grievance procedure in this Agreement.

ARTICLE 5
ASSOCIATION BUSINESS

5.1 President of Association

A. The Association President shall remain a full member of the Washington State Patrol and shall be assigned to the Association office. The President will be subject to the rules of the Employer and will attend all mandatory training on paid status at times mutually agreed upon. The Association President will not be issued a State Patrol vehicle; however, mileage at the prevailing state employee rate will be paid whenever the President must attend training.

B. While serving in this office, the President shall remain eligible for retirement service credits, medical and dental benefits, seniority, and all other benefits called for by this Agreement. The Association will reimburse the Employer for the full cost of the President's salary and benefits by the twentieth (20th) of each month.

C. The reporting of all leave will be submitted to the appropriate bureau chief/director. All leave requests shall be submitted within the Employer's required time limits.

D. At the conclusion of the President's term of office or upon vacating that office, the President shall be assigned to the geographical area in which he/she served immediately prior to assuming the duties and responsibilities of the office of Association President, or may negotiate with the Employer for another available position. The President is eligible

to apply for reassignment through the regular transfer process or may apply for any other position for which the President has previously qualified.

5.2 Vice President of Association

Up to fifteen (15) workdays of paid release time shall be granted to the Vice President of the Association each calendar year. Such leave shall require prior supervisory approval and shall be subject to operational necessity. The Association will reimburse the Employer for the full cost of the salary and benefits paid to the Vice President during the period(s) of such leave.

5.3 Association Executive Officers

A. Members of the bargaining unit selected to serve as Executive Board officers of the Association shall be certified in writing to the Chief of the Washington State Patrol within fifteen (15) calendar days of the appointment.

B. Non-paid release time shall be granted to the Executive Board officers. It is agreed that the opportunities granted by this Section are subject to the operational requirements of the Employer and require prior supervisory approval. Whenever possible, such approval shall be sought ten (10) calendar days in advance but shall not be unreasonably denied.

C. Each Executive Board officer will usually be expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried on during the working hours of the Executive Board officer for the processing of written grievances and the representation of Association members. When the Association activities involving processing written grievances and representation of Association members occur during an Association representative's regularly scheduled duty hours, the activities will be performed on duty. If the activities require the Association representative to travel to a district other than his/her own, then actual travel time up to three (3) hours shall be on duty. No overtime, compensatory time, call-out pay, or shift adjustment penalty shall be authorized. Investigation of grievances shall be on the Executive Board member's own time.

5.4 Bargaining Time

A. Not more than five (5) members of the Association's negotiating team shall be allowed to attend collective bargaining negotiations for a successor to this Agreement on on-duty status. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to his/her regular compensation for that day, but shall not be entitled to any overtime payments, regardless of the duration of the negotiation session. All travel associated with the bargaining process shall be on off-duty time. If a negotiation session is scheduled on the regular

day off of a member, the member shall be entitled to a makeup day off, to be scheduled at the mutual convenience of the member and the Employer.

B. All expenses incurred by the members of the Association's bargaining team shall be the responsibility of the Association, not the Employer.

C. Before bargaining sessions are scheduled, both parties shall agree on the location of the negotiations, the date and time, and the Articles that will be negotiated at the meeting. Penalty payments as the result of a meeting date being changed or postponed shall not be allowed.

5.5 State Equipment

State equipment shall not be used for Association business. However, the use of the Agency telephone systems such as SCAN or Microwave is authorized only to allow the employee the opportunity to notify his/her representative that he/she is seeking advice or guidance pertaining to a grievance or disciplinary issue. The initial telephone call shall be of short duration and not exceed ten (10) minutes. No other telephone calls are authorized. In a critical incident involving an Association member, Association representatives are authorized to use Agency equipment.

ARTICLE 6
EMPLOYER FACILITIES

6.1 Bulletin Boards

The Employer agrees to provide bulletin boards in each detachment and section office, not to exceed three (3) feet by four (4) feet, to be used by the Association for the posting of notices and bulletins relating to the Association. The Association shall limit its posting of notice and bulletins to such bulletin boards. The Association shall be responsible for keeping bulletin boards neat and clean.

6.2 Posting of Notices

All postings will be signed and dated by an appropriate Association officer, and identified as Association literature. The Association may post materials on the bulletin boards which are appropriate to the workplace, not sexually or racially derogatory, politically non-partisan, and in compliance with state ethics laws. The Employer shall not pay for any incidental costs of preparing and posting Association material.

6.3 Meetings

The Association may use the Employer’s conference room(s) for the purpose of having Association meetings with pre-approval from the district/division commander, provided that the Employer’s business always takes priority in scheduling.

6.4 Access to Cadets

The Employer agrees that, with an adequate prior request, up to three (3) Association representatives will be permitted, on non-paid status, access to cadets during the basic Academy class for a one (1) hour period of time during the hours of eight (8:00) a.m. to five (5:00) p.m. Such visits shall be scheduled for a classroom at the Academy and shall not be held during the lunch hour. Up to three (3) Association members may remain at the Academy to further discuss the Association after the cadets' regularly-scheduled day ends on the same day of the scheduled visit.

ARTICLE 7
ASSOCIATION SECURITY

7.1 Dues Deduction

Upon the written authorization of an employee within the bargaining unit, the Employer shall deduct Association dues from the salary every month of employees who are members of the Association. The amounts deducted shall be transmitted within twenty (20) calendar days to the Association. The Employer will not be held liable for good-faith check-off errors, but will make proper adjustments with the Association for errors within a thirty (30) calendar day period. Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's enforcement of the above provisions, as the result of any check-off errors, or as a result of the application of Sections 7.2 and 7.3.

7.2 Fair Share

A. Employees who are not members of the Association shall make payments, not to exceed an amount equal to Association dues, in lieu of Association dues. These payments shall be for costs of the Association that are germane to the collective bargaining process. Failure of an employee to pay the fair share payments or become a member of the Association within thirty (30) calendar days following the employee's start of employment or within sixty (60) calendar days of the signing of this Agreement, whichever is later, shall cause that employee to be dismissed as hereinafter provided. Such payments shall be made in the amounts allowed under applicable federal and state law for payments, and, upon the employee's written authorization, shall be deducted from the salary of each employee, each month. The Employer shall remit the fair share payments to the Association within twenty (20) calendar days after the deduction is made.

B. Upon written notification by the Association representative that an employee has not complied with the fair share requirements, the Employer shall give thirty (30) calendar days written notice to the employee of his/her dismissal for failure to join the Association or pay the fair share payments. If an employee complies with the fair share requirements within thirty (30) calendar days, the dismissal action shall be rescinded.

7.3 Religious Exemptions

Religious exemptions shall be handled in accordance with state law.

7.4 Bargaining Unit Information

A. The Employer will provide the Association with electronic access to a bargaining unit membership report of current employees by July 15 of each year. The report will include the following data:

1. Personnel Area
2. Organizational Code
3. Organizational Title
4. Personnel Number
5. Employee Name
6. Home Address
7. Job Class Code
8. Job Class Title
9. Bargaining Unit Code
10. Personnel Area Title
11. Personnel Subarea Title
12. Work Phone
13. Work County

B. Each month the Employer will provide the Association with electronic access to a report of new bargaining unit members, promotions, or separations of employees in the bargaining unit. This will contain newly-commissioned RCW troopers. The report will include the following data:

1. Employee Name
2. Personnel Number
3. Home Address
4. Effective Date of Action
5. Action Type Code
6. Action Type Description
7. Action Reason Code
8. Action Reason Description

7.5 Changes in Dues

If the Association desires to change its dues during the term of this Agreement, the Employer will notify the Association of the reasonable costs to accommodate the change in dues. If the Association elects to change its dues after receiving such notice, the reasonable costs of reprogramming shall be borne solely by the Association.

ARTICLE 8
SENIORITY

8.1 Definition

Seniority shall be defined as the length of service by the employee within the Washington State Patrol following the date of the employee's commission as a RCW trooper or sergeant. Employees who were fully commissioned prior to attending the Academy shall have their seniority computed from their original commission date, not from the date of their Academy class graduation; however, the Employer will base pay calculations (i.e. salary step and ranges) on the WSP commission date.

8.2 Adjustments

A. Time spent in the armed forces (if called to active duty in accordance with RCW 43.43.130 (5), while serving as a commissioned officer of the Washington State Patrol), shall be included in length of service.

B. Time lost because of temporary disability leave and authorized leaves with pay shall be included in length of service.

C. Suspension or leave without pay for more than fifteen (15) consecutive calendar days shall cause the anniversary date to be adjusted. This period of time shall be deducted from total state service for leave and retirement purposes.

D. When a bargaining unit employee leaves and returns to employment in the bargaining unit, his/her seniority shall date from the day he/she returned to employment until his/her probation is completed. Upon completion of probation, the employee's seniority shall be determined in accordance with Section 8.1 above.

8.3 Determination of Seniority

Ties in seniority of two (2) or more employees with the same rank shall be broken by comparing commissioned time, then Agency time (if necessary), and then the total state service time (if necessary).

8.4 Seniority List

Whenever necessary to resolve a dispute, the Employer shall provide a seniority determination to an employee or the Association.

ARTICLE 9
RESIDENCE REQUIREMENT

9.1 The Employer will determine the boundaries of assigned patrol areas (APAs) and geographic areas; however, the Employer will continue to satisfy its collective bargaining obligations regarding changes to these boundaries.

9.2 Troopers issued a state vehicle shall:

A. When assigned as a line trooper, live within fifteen (15) miles from the boundary of their APA or assigned geographic area provided they meet all of the requirements of Section 9.5 below. However, employees in District 2 for whom residency was established outside of the fifteen (15) miles before July 1, 2007 and in accordance with previous residency requirements may continue to live at their current residence. These employees will be required to comply with the new residency requirement for any future changes of residence.

B. When not assigned as a line trooper, live within forty-five (45) miles of their assigned duty station.

9.3 Sergeants issued a state vehicle shall reside within forty-five (45) miles of their assigned duty station. The residency requirement for the sergeant's position in Naselle will include anywhere inside the sergeant's APA or within forty-five (45) miles of the Naselle office.

9.4 If compliance with the residency requirement is not practical (e.g., lack of available housing, freeway assignment, employee currently resides within a reasonable commute distance), the Chief or designee may grant an exception on an individual basis.

9.5 Commute

Line employees shall be required to be in their APA or geographic area at the start and end of their work shift and shall advise Radio when they enter and leave their APA. Employees shall sign in service and travel to their APA on off-duty status, but shall be obliged to take appropriate action in the event of a disabled vehicle, an accident, or a criminal traffic violation observed while commuting. When such appropriate action is taken:

A. The employee shall go on on-duty status while commuting;

B. The employee shall be in overtime status for the period of time preceding his/her normal scheduled shift;

C. The employee shall not be on call-out status; and

D. The employee's normal shift will end at the regularly-scheduled time for that shift.

In such event, the employee shall immediately request assistance from on-duty personnel, and the on-duty status of the employee shall cease as soon as assistance arrives that relieves the employee of the need to take appropriate action. Employees shall not abuse the "take appropriate action" provisions of this Section in an attempt to earn overtime, and employees who so abuse this Section shall be subject to discipline.

9.6 Overtime for court, callout, etc., for employees residing more than fifteen (15) miles from their areas of assignment shall commence and terminate when they reach the fifteen (15) mile boundary of their assigned area.

9.7 Measuring Distance for Residency Compliance

For troopers wanting to live outside the boundary of their geographic assignment and for sergeants, the following shall apply:

A. Google Maps website (currently maps.google.com)(fastest route) will be the official measurement of the distance from the boundary of the APA or assigned geographic area, or from the division, district or detachment office or the duty station, to the employee's residence. If Google Maps does not recognize a street name or address, the employee will be responsible for finding the nearest address that Google Maps does recognize and then driving the remaining distance with the supervisor to determine whether the residence is within the mileage limitations.

B. If an employee claims that there is a shorter route over improved public roads not shown by Google Maps, the distance shall be verified by the district/division commander or his/her designee.

C. The mileage determination on Google Maps will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all season, paved, maintained streets recognized by Google Maps that are generally open, passable, and available to be used by employees to travel to and from their APA at the beginning and end of each shift twelve (12) months each year. In the case of a new street, the employee must get a determination from his/her supervisor as to whether the street meets the definition of an all season, maintained, paved street, road, highway, etc.

D. Any trooper who wants to live outside his/her geographic assignment or any sergeant will be required to send an Interoffice Communication (IOC) through the chain of command, which must be approved by the bureau chief/director before moving. The IOC will provide notice of the intent to move to a residence that complies with the terms of this Article, accompanied by a copy of the Google Maps map showing compliance.

E. The Association will not support requests for a waiver of the mileage limitations outlined in this Article by its bargaining unit members other than requests that meet the WSP Hardship Regulation.

9.8 The Employer may transfer employees living outside their area of assignment to the area in which they reside, provided that these transfers shall not supersede the transfer list. This provision shall not apply to employees who were transferred by the Employer to an assignment outside the area in which they resided.

9.9 The issue of the residency of outpost and remote area troopers shall be handled on a case-by-case basis by each district commander.

9.10 Employees shall have one hundred twenty (120) calendar days from the date of transfer, appointment, or promotion to comply with these guidelines.

9.11 Employees shall not be required to move in order to comply with this Article as a result of their assignment in effect at the time of the signing of this Agreement. Compliance shall be required in all future assignments.

9.12 Any employee contemplating a move where the potential exists of incompatibility with the present assignment shall obtain permission from the Chief or designee.

9.13 Homeland Security Division (HSD) Residency

A. Troopers assigned to the HSD shall be assigned a terminal as their assigned duty station. The assigned terminal will be the terminal within the employee's assigned region that is closest to the employee's residence. Terminals within each region are:

Region 1: Bremerton, Bainbridge Island, and Kingston.

Region 2: Fauntleroy and Colman.

Region 3: Edmonds, Mukilteo and Anacortes.

B. HSD troopers must live within forty-five (45) miles of one (1) of the terminals within their assigned region, and HSD sergeants must live within forty-five (45) miles of their assigned office. However, employees for whom residency was established outside of the forty-five (45) miles before July 1, 2007 and in accordance with former District Vessel and Terminal Security (VATS) residency requirements may continue to live at their current residence. These employees will be required to comply with the new residency requirement for any future changes of residence.

C. <u>Commute:</u>

1. Employees assigned to HSD (or VATS) prior to July 1, 2007 shall be allowed to be on on-duty status for the commute from their home to their assigned terminal.

2. Employees assigned to HSD on or after July 1, 2007 shall sign in service and travel to their assigned terminal on off-duty status. Employees shall be at their assigned terminal at the start of their work shift and shall advise Radio when they enter their assigned terminal. For employees who are temporarily assigned to a terminal other than their regularly assigned terminal and travel directly to the temporary terminal from their residence, any travel time in addition to their normal commuting time shall be on duty. Employees who are commuting (signed in service but on off-duty

status) shall be obliged to take appropriate action in the event of a disabled vehicle, an accident, or a criminal traffic violation observed while commuting. When such appropriate action is taken:

a. The employee shall go on on-duty status while commuting;

b. The employee shall be in overtime status for the period of time preceding his/her normal scheduled shift;

c. The employee shall not be on call-out status; and

d. The employee's normal shift will end at the regularly-scheduled time for that shift.

In such event, the employee shall immediately request assistance from on-duty personnel, and the on-duty status of the employee shall cease as soon as assistance arrives that relieves the employee of the need to take appropriate action. Employees shall not abuse the "take appropriate action" provisions of this Subsection in an attempt to earn overtime, and employees who so abuse this Subsection shall be subject to discipline.

ARTICLE 10
PROMOTIONAL PROCESS

10.1 The promotional process shall be in accordance with RCW 43.43 and the Washington State Patrol Regulation Manual, except as specifically provided below.

10.2 In preparing an eligible list for promotion to the rank of sergeant or lieutenant, the Employer shall consider the results of an assessment center, the results of a written examination, an employee's two (2) most recent promotional evaluations, education, and seniority. The weight given to these components of a promotion examination shall be one hundred percent (100%) of a promotional examination, weighted as follows:

- Assessment center, sixty-five percent (65%)
- Written examination, fifteen percent (15%)
- Promotional evaluations, twelve percent (12%)
- Education, five percent (5%)
- Seniority, three percent (3%)

10.3 When the Employer is filling a vacancy in a sergeant or lieutenant position, the Employer shall request a pool of five (5) candidates for consideration. This pool shall be composed of those individuals who are at the top of the then-current eligible list for such position. In the event there are multiple vacancies, the candidate pool that will be considered for promotion to such vacancies shall be

increased on a one (1) to one (1) basis (i.e., if there are two (2) vacancies, the top six (6) candidates shall be considered).

10.4 The Chief shall have discretion to select the candidate of his/her choosing from the pool of certified candidates. The Chief shall undertake an impartial review of each candidate in the pool and base his/her decision on such review.

10.5 Upon request, candidates for promotion to sergeant shall be entitled to review a copy of the notes of assessment center evaluators applicable to the employee's own promotional examination. The names of the evaluators shall be redacted and not disclosed to the candidate.

10.6 Line Positions

A. In those instances where a candidate in the pool is passed over (a candidate lower on the eligible list is selected to fill a vacancy) for a line position, the passed-over candidate will be afforded an opportunity to meet with the Chief (no designee) within a reasonable amount of time after being notified that he/she has been passed over. During the meeting with the Chief, the candidate will be informed of the reason for the decision to pass him/her over and any perceived deficiencies in the candidate's acceptability for promotion. The candidate will be allowed to take notes but there will not be any written documentation prepared in regard to this aspect of the meeting. Any concerns or performance problems raised in the feedback meeting and serving as a basis for denying a candidate a promotion must have previously been brought to the candidate's attention and the candidate must have previously been given a chance to correct them.

B. In the event the passed-over candidate declines the opportunity to meet with the Chief, the Chief may, upon notice to the candidate and the Association, exempt the candidate from consideration for promotion and the candidate will be removed from the eligible list. Such a candidate may be returned to the eligible list upon successful completion of an action plan for future promotion in accordance with Section 10.8 below.

10.7 Non-line Positions

A. In those instances where a candidate in the pool is passed over (a candidate lower on the eligible list is selected to fill a vacancy) for a non-line position where there is no performance issue involved, the passed-over candidate will be offered an opportunity to meet with the decision maker and be informed of the reason for the decision to pass him/her over.

B. In those instances where a candidate in the pool is passed over (a candidate lower on the eligible list is selected to fill a vacancy) for a non-line position where there is a performance issue involved, the passed-over candidate will be afforded an opportunity to meet with the Chief (no designee) within a reasonable amount of time after being notified that

he/she has been passed over. This meeting will be held in accordance with Subsection 10.6 A above. In the event the passed-over candidate declines the opportunity to meet with the Chief, the Chief may, upon notice to the candidate and the Association, exempt the candidate from consideration for promotion and the candidate will be removed from the eligible list. Such a candidate may be returned to the eligible list upon successful completion of an action plan for future promotion in accordance with Section 10.8 below.

10.8 Action Plans for Future Promotions

A. Unless requested otherwise by a passed-over candidate with identified performance deficiencies, the Chief and the candidate's captain, in consultation with the candidate, will prepare an action plan setting forth proposed steps that the candidate can take to address the concerns set forth in the feedback meeting. The design and contents of the final action plan shall be at the Chief's discretion and both the candidate and the Chief shall sign the plan. A passed-over candidate may not grieve the design and contents of the final action plan.

B. The plan shall be composed of objective elements and be possible to complete with reasonable effort within one hundred eighty (180) calendar days. The candidate's captain shall meet with the candidate at least every thirty (30) calendar days to review the candidate's progress. If the action plan has been successfully completed, the candidate shall be so notified.

C. If, after a total of one hundred eighty (180) calendar days, the Chief decides the candidate has not successfully completed the action plan, the Chief may, upon notice to the candidate and the Association, exempt the candidate from consideration for promotion and remove the candidate from the eligible list. The candidate may appeal this decision using the grievance procedure of this Agreement.

D. If a passed-over candidate who has been advised of perceived deficiencies chooses not to participate in the action plan process or fails to sign the action plan, the Chief may, upon notice to the candidate and the Association, exempt the candidate from consideration for promotion and the candidate will be removed from the eligible list.

10.9 In no event shall a candidate on an eligible list be passed over more than three (3) times.

10.10 Candidates under Investigation

A. The Chief has the discretion not to promote a candidate who is under investigation for committing an act or acts of misconduct that, if proven, could result in a suspension of twenty (20) days or more. Such a candidate shall be notified on an Interoffice Communication (IOC) from the Chief that he/she is exercising his/her discretion not to promote the candidate.

B. If said act or acts of misconduct is/are the sole basis for not promoting the candidate, the action plan procedure set forth in Section 10.8 above shall not apply to the candidate, nor shall the decision to pass over the candidate be subject to challenge until findings are entered in the investigation.

C. The candidate will remain on the eligible list during the investigation. If, upon completion of the disciplinary investigation, the charges are not proven or are determined to be unfounded, or if the candidate is exonerated, the candidate will be considered for the next promotion. If the candidate is promoted, he/she will receive retroactive seniority and back pay to the date of the filling of the first position for which the candidate was passed over. The expiration of an eligible list shall not affect any obligation to consider a candidate for the next promotion under the provisions of this Subsection.

D. If said act or acts of misconduct is/are not the sole basis for not promoting the candidate, the action plan procedure set forth in Section 10.8 above shall apply to the candidate, but the Chief is not obligated to promote the candidate after successful completion of the action plan until after findings are entered in the investigation.

10.11 Candidates Who Have Been Suspended

The Chief has the discretion not to promote a candidate who has been the subject of a recent disciplinary investigation that has resulted in a disposition of proven and a suspension of twenty (20) days or more.

A. If the disciplinary action resulting from the recent disciplinary investigation is finalized (there is no active grievance or pending Trial Board or Disciplinary Review Board (DRB) proceeding), the Chief may, upon notice to the candidate and the Association, exempt the candidate from consideration for promotion and the candidate will be removed from the eligible list.

B. If the disciplinary action resulting from the recent disciplinary investigation is not finalized (there is an active grievance or pending Trial Board or DRB proceeding), the candidate will remain on the eligible list during the appeal.

1. If the candidate/Association is not successful with the appeal/grievance, the Chief at his/her reasonable discretion may exempt the candidate from consideration for promotion and the candidate will be removed from the eligible list.

2. If the candidate/Association is successful with the appeal/grievance and the Trial Board or DRB concludes that the Employer did not carry its burden of proving that the candidate was guilty of wrongdoing, the candidate will receive the next

promotion and if promoted will receive retroactive seniority and back pay to the date of the filling of the first position the candidate was passed over for.

3. If the candidate/Association is successful with the appeal/grievance and the Trial Board or DRB reduces the penalty to something less than a suspension of twenty (20) days, the candidate will receive the next promotion but the candidate will not receive retroactive seniority and back pay if promoted.

4. The expiration of an eligible list shall not affect any obligation to consider a candidate for the next promotion under the provisions of Section 10.11.

10.12 Challenges to the promotional process shall be subject to the grievance procedure in accordance with the following:

A. Decisions made by the Chief regarding promotions may only be set aside by an arbitrator or Trial Board or DRB upon a finding that the Chief's decision was arbitrary or in bad faith.

B. The Association and/or candidate shall bear the burden of proving that the Chief's decision was arbitrary or in bad faith.

C. The remedy for a violation of this Article in any forum, including an allegation of abuse of the Chief's discretion, shall not include the rescinding of a promotion that has already been made, but may include an award of back pay and back seniority, and may require the Employer to promote the aggrieved candidate to the next available position.

D. Grievances filed pursuant to this Article shall be filed at Step 2 of the grievance procedure.

E. The expiration of an eligible list shall not constitute a bar to the granting of a remedy.

ARTICLE 11
TRANSFER

11.1 Employee Transfers

The transfer and/or reassignment of any employee shall be reviewed by the bureau chief/director(s) involved, with final approval by the Chief. The employee and the district/section commander(s) involved shall be notified of the transfer at least thirty (30) calendar days prior to the effective date, except in exigent circumstances or if waived by mutual agreement. The required approvals and notifications shall be initiated and records maintained by the Human Resource

Division (HRD). On all transfers, the employee shall comply with the Employer's residency requirements.

11.2 Employee Requested Transfers

An employee may request a transfer from one working location to another.

A. Transfer requests shall be submitted to the HRD by facsimile (for initial submittal, chain of command signatures are not required). Following submittal by facsimile, the employee shall forward the transfer request through the chain of command. The district/division commander shall then forward the completed request to the HRD. Transfer requests will be ranked by submittal date and time. The date and time of submission of the transfer request is the date and time that the individual requesting the transfer submitted the transfer request to the HRD by facsimile. The HRD shall notify the employee and the employee's district/section commander of the numerical position on the list for the area requested. Once employees accept a transfer to a specific location, their name will be removed from all transfer lists. Employees may still request another location, but the employee's name will be placed at the bottom of the existing list. When an employee does not accept a transfer when one is offered from the transfer list, the transfer will be offered to the next employee on the list. An employee who declines transfers on two (2) occasions will be removed from the list and may reapply.

B. Employees may contact the HRD to find out their position on any transfer list or to find out how many other employees are on any transfer list.

C. An employee on administrative reassignment due to an Office of Professional Standards (OPS) and/or criminal investigation or on a Job Performance Improvement Plan (JPIP) when eligible to transfer may be passed over by the bureau chief/director. An employee who has been passed over due to a JPIP may appeal that decision through the grievance procedure of this Agreement.

D. Employees are limited to applying for a maximum of four (4) transfer locations at any one (1) time. When the Employer has approved an employee transfer, a representative of the HRD will notify the employee of the transfer at least thirty (30) calendar days prior to its effective date, either in person or by direct contact on the telephone, except under exigent circumstances or if waived by mutual agreement. Upon notice of a transfer opportunity, the employee offered a transfer will notify the HRD before two (2) p.m. on the following business day whether the offered transfer is accepted or declined. The employee may request an extension of time to respond due to exigent circumstances. If the employee fails to notify the HRD by two (2) p.m. the following business day the transfer will be considered declined.

11.3 Employer Assignments/Transfers

In the interest of the most efficient management by the Employer and the best use of its resources, the involuntary transfer of employees may at times be necessary; provided, however, that the involuntary reassignment, removal, or transfer of employees from a specialty position shall be for cause only, subject to the provisions of Subsection 11.5 E below.

A. Any employee who is involuntarily reassigned due to reorganization or reduction in the size of the Employer or due to other non-disciplinary reasons shall have reversion rights at the option of the employee to one (1) of the following positions:

1. An assignment in a detachment where the employee will be able to comply with the residence requirements in this Agreement without moving his/her residence. An assignment under this Subsection shall supersede the transfer list; or

2. An assignment in the geographic area where the employee was assigned immediately prior to his/her transfer into the position from which the employee is being transferred. An employee reassigned under this Subsection must comply with the residency requirements within one hundred twenty (120) calendar days. An assignment under this Subsection shall supersede the transfer list.

B. No other employee shall be reassigned as a result of an employee's exercise of reversion rights in accordance with Subsection 11.3 A.

C. Employees who are transferred pursuant to this Section shall be entitled to receive moving cost reimbursement in accordance with Office of Financial Management guidelines.

D. Employees who are involuntarily transferred pursuant to this Section will not be removed from transfer lists except for cause.

11.4 Voluntary Demotion

Any employee holding the rank of RCW sergeant who decides to voluntarily demote back to the rank of RCW trooper will be treated as an involuntary transfer, except that the employee will be allowed to return to the location of his/her last line trooper assignment prior to being promoted to RCW sergeant or to a line trooper assignment that would allow him/her to meet residency in the current geographic area. The employee will not be allowed to involuntarily transfer back to a specialty assignment, nor to any other assignment outside of a line trooper assignment with the Washington State Patrol. In addition, the employee's moving expenses will not be paid for this voluntary demotion and subsequent transfer, if he/she decides to move from the current geographic area.

11.5 Specialty Assignments

A. Selection for a specialty assignment will be treated as a reassignment and will not be considered a promotion. To assist the Chief in selecting the best-qualified candidate for the assignment, minimum qualifications may be established for specialty assignments.

B. Selection Process

1. Specialty assignment openings will be advertised in the Daily Bulletin at least five (5) business days prior to the start of the selection process. The advertisement shall include the number of openings to be filled in the specialty assignment, a brief job description, any minimum qualifications, and a description of the testing procedure to be used.

2. Qualified employees, including probationary employees, can apply for any specialty assignments that are advertised statewide, unless the advertisement specifies otherwise.

3. Specialty assignments may be given on a temporary basis without following the above process in exigent circumstances. Temporary assignments will not normally last more than six (6) months. At the conclusion of the temporary assignment or when the exigent circumstances no longer prevail, the assignment shall be advertised in accordance with this Article.

C. An employee who accepts a specialty assignment will not be removed from transfer lists unless the specialty assignment requires a minimum commitment.

D. When a trooper assigned to a specialty position and the WSP both agree that it would be in the best interest of the trooper and the Agency to allow the trooper to transfer out of a specialty position, then the following provisions will apply:

1. The trooper will only be allowed to transfer back to the district and geographic area where he/she was assigned prior to assignment to the specialty position; and

2. All costs associated with any move relating to this voluntary transfer request will be borne by the employee.

E. The involuntary reassignment, removal or transfer of an employee from a specialty position shall not be subject to the grievance-arbitration procedure pursuant to Article 21 of this Agreement, but may be appealed in accordance with the procedure set out below.

1. The employee will be afforded an opportunity to meet with the decision maker within a reasonable amount of time after being

notified that he/she has been involuntarily reassigned, removed, or transferred from a specialty position. During the meeting with the decision maker, the employee will be informed of the cause (reasons) for the decision to involuntarily reassign, remove, or transfer him/her from the specialty position.

2. In the event the employee or the Association does not believe that there is cause for the involuntary reassignment, removal or transfer, the employee or Association may request and will be afforded an appeal to the person in the chain of command who is one (1) level higher than the person making the initial decision to involuntarily reassign, remove, or transfer the employee from the specialty position.

   a. In the event of an appeal, the employee and the Association will be afforded an opportunity to meet with the person in the chain of command who is one (1) level higher than the person making the initial decision to involuntarily reassign, remove, or transfer the employee from the specialty position.

   b. The meeting will occur within ten (10) calendar days after the appeal is requested, unless otherwise mutually agreed to by the Association and the Employer.

   c. At the meeting, the employee and the Association will be given a full opportunity to present all of the facts and circumstances the employee and the Association feel are relevant.

   d. Within ten (10) calendar days after the conclusion of the meeting, the employee and Association shall be presented with a written decision on the appeal from the person in the chain of command who is one (1) level higher than the person making the initial decision to involuntarily reassign, remove, or transfer the employee from the specialty position.

3. The decision of the person in the chain of command who is one (1) level higher than the person making the initial decision to involuntarily reassign, remove, or transfer the employee from the specialty position shall be final and binding upon the employee and the Association.

4. The Employer will not involuntarily reassign, remove, or transfer the employee from the specialty position until the appeal procedure set forth in this Subsection 11.5 E has been exhausted.

11.6 Intra-district Transfers

District commanders may unilaterally reassign employees from one detachment to another in the same geographic location within their district on a last-in first-out basis, but may not do so for disciplinary purposes unless there is a conflict between fellow employees or a conflict in a superior-subordinate relationship, or when an incident occurs that impairs the credibility of the employee and/or the Employer in the employee's current work site but that does not hamper the employee from performing work in another work site. Transfers from one geographic area to another within the district shall be governed by the transfer list.

11.7 Probationary Employees

Probationary employees shall be granted transfers only in the case of hardship except as set forth below:

A. The probationary sergeant:

1. Shall have the right to place his/her name on transfer lists at any time during his/her probationary period. If his/her name comes up on a transfer list, the probationary sergeant will be able to accept one (1) transfer during his/her probationary period.

2. Such transfer shall be on the same terms and conditions as any non-probationary sergeant.

B. The probationary trooper:

1. Will be allowed to place his/her name on up to four (4) transfer lists for any geographic area for which his/her residence (address) prior to entering the WSP Trooper Basic Training Class met the residency requirements, or the geographic area of his/her residence at the time of hire by the WSP.

2. Upon being commissioned, the probationary trooper will be allowed to fax up to four (4) transfer requests to the HRD (with hard copies through the chain of command) requesting that his/her name be placed on the transfer list(s) to be eligible to transfer to the geographic location(s) referred to in Subsection 11.7 B 1 above.

3. If the probationary trooper's name comes up on the transfer list he/she will be eligible to accept one (1) transfer to a geographic location referred to in Subsection 11.7 B 1 above during his/her probationary period.

4. As with any transfer request, the Chief or designee maintains the right to approve/disapprove the transfer request.

C. Routine requests for transfer, other than the transfer provided for in Subsections 11.7 A and B above, may be submitted upon completion of the tenth (10th) month of the probationary period, but no transfer shall

occur until completion of the twelfth (12th) month of the probationary period. Upon request for transfer a probationary employee's name shall be placed on the appropriate permanent transfer list. If a probationary employee's position on a transfer list is reached and there is a position to be filled in the requested assignment area, then the probationary employee shall have priority to that position:

1. In the case of a probationary trooper, over a cadet being assigned directly from the Academy; or

2. In the case of a probationary sergeant, over a newly-promoted sergeant.

In such cases the position shall be held for the probationary employee until completion of probation and the transfer shall take effect upon completion of probation. Any probationary employee accepting a transfer under this Subsection shall waive required notice of transfer. If the probationary period for any employee is extended, then any position being held may be released and filled at the Employer's discretion. In any case, upon completion of probation an employee on a transfer list who did not transfer under this Subsection shall remain on the transfer list without change of position and no new transfer request shall be necessary.

11.8 Hardship Transfers

Employees who have a hardship that involves the immediate family may request a hardship transfer. Before such transfers are granted, the Employer must determine an actual hardship exists. Because the hardship transfer takes priority over the regular list, the Employer shall advise those on the regular transfer list of the reason for the hardship transfer.

A. Hardship Defined

A hardship is a medical, financial, marital, or safety-threatening situation causing specific loss or suffering to an employee or the employee's spouse, children, parents, or spouse's parents. This provision includes stepchildren and stepparents.

B. Request Procedure

Hardship transfer requests shall be sent to the HRD following the HRD's procedures, which are posted on the WSP Intranet or are available by contacting the HRD.

C. Care for Parents

If the request is to care for parents of the employee or spouse (including stepparents), the transfer shall be granted only if:

1. No other relative is available to provide care.

2. The parent(s) cannot be moved to the employee's current area.

3. The employee will reside within the geographic area of the parent(s).

4. The parent's physician verifies that the employee's presence will help alleviate the hardship.

D. Verification

Each request shall be investigated at the district/section level. Upon receiving a request, the HRD may ask OPS or the district/section to provide further verification. After all investigations are completed, investigators shall submit the reports to the HRD.

E. Decision

The HRD shall provide a summary and recommendations to affected bureau chief/director(s). If the bureau chief/director(s) agree to the transfer, the HRD shall inform the employee and shall arrange the transfer. The emergency transfer procedure may be invoked if necessary. The HRD shall notify the employee if the request is denied.

F. Notification

Employees with pending transfer requests to the affected location shall be notified in writing of the hardship transfer. Such notice shall verify that the regular transfer list remains unchanged.

11.9 Moving

The Employer shall pay moving costs for employees upon initial assignment from the Academy, upon promotion, and when the employee is transferred at the Employer's direction. The Employer may pay moving costs when advertising open positions and requesting volunteers and shall include notice of willingness to pay when advertising for the position. Moving expenses shall not be paid for routine employee-requested transfers. Employees accepting Employer-requested transfers shall have the expense of moving household items paid by the Employer, up to the maximum limit authorized by Office of Financial Management regulations. When the Employer pays moving expenses, the Employee shall contact Budget and Fiscal Services to obtain the most recent expense regulations and procedures. Employees who are transferred shall be allowed to use accrued annual leave and/or compensatory time off in the two (2) weeks prior and/or subsequent to the moving date.

11.10 Intra-Division Transfers

Provided the employee is qualified to perform the work in question, a non-Field Operations Bureau (FOB) employee working in the same division in which the vacancy occurs shall be given first consideration for transfer to a position within the division. If more than one (1) employee in the same division has requested the vacant position, the consideration shall be based on the submittal date of the transfer request.

11.11 Assigned Vehicles

The Employer will continue to provide assigned take home vehicles, and agrees to bargain over any changes in its take home vehicle program.

ARTICLE 12
HOURS OF WORK

12.1 Regular Hours

Except for specific provisions of this Article to the contrary, the regular hours of work each day shall normally be consecutive. Any employee may, with the Employer's approval, split his/her shift into two (2) segments. Employees shall not be discriminated against for failure to volunteer for a split shift. When an employee works a split shift, the number of hours worked must total a minimum of eight (8) hours in a twenty-four (24) hour period.

12.2 Workweek

The normal workweek, except for specific provisions of this Article to the contrary, shall consist of seven (7) days, with five (5) consecutive eight (8) hour workdays and two (2) consecutive days off, except for shift changeovers, relief shifts, and rotating days off. Other arrangements may be made by mutual agreement between the Association and the Employer.

12.3 Workday

Except for specific provisions of this Article to the contrary, the workday shall consist of an eight (8) hour period within a twenty-four (24) hour period, including meal period, rest periods, and briefing periods. In accordance with past practice, employees who have been scheduled to attend training for one (1) or more full workdays, or employees whose assignments do not require immediate response to emergency situations and who work in offices that must comply with state business office hours, may be scheduled to work a workday with an unpaid meal period. For such employees, the workday shall be a nine (9) hour day with a one (1) hour meal period, or an eight and one-half (8-1/2) hour day with a one-half (1/2) hour meal period. Length of the meal period will be based on operational needs. Other arrangements may be made by mutual agreement between the Association and Employer.

12.4 Work Shift

Except for specific provisions of this Article to the contrary, and except for shift changeovers, relief shifts, and rotating days off, each employee shall be scheduled to work eight (8) continuous hours within a twenty-four (24) hour period. Other arrangements may be made by mutual agreement between the Association and the Employer.

12.5 Rest and Meal Periods

A. Rest Periods

Subject to the reasonable operating needs of the Employer, two (2) rest periods of fifteen (15) minutes each shall be permitted for all employees

during each shift, and these rest periods shall be considered on-duty time. With the approval of the Employer, the two (2) rest periods may be combined into one (1) thirty (30) minute rest period, or a fifteen (15) minute rest period may be combined with the meal period for a maximum of a forty-five (45) minute break. Rest periods shall not occur at the beginning or end of the shift without Employer approval.

B. Meal Periods

Subject to the reasonable operating needs of the Employer, employees shall be granted a meal period during each work shift, which shall be considered on-duty time. The meal period shall be thirty (30) minutes and shall not occur at the beginning or end of a shift.

12.6 Work Schedule(s)

A. A tentative twenty-eight (28) day work schedule shall be posted seven (7) calendar days in advance of the beginning of the twenty-eight (28) day work period. The Employer is not bound in any way by this schedule, and no liability or penalty payments accrue if this schedule changes at any time due to emergencies. An emergency shall be defined as "a spontaneous or unplanned occurrence, which could present a significant public hazard requiring additional person power." An employee may voluntarily consent to the waiver of the seven (7) day notice requirement.

B. Schedule changes due to events with advance notice are not considered emergencies and penalty hours apply if the employee is not given seven (7) calendar days notice. Examples of non-emergencies are: monthly shift changes; court appearances; training; implied consent hearings; emphasis patrols; adjustments for beat coverage due to vacations, sick leave use, compensatory days, or holiday credits taken; and special holiday patrol coverage.

12.7 Shift Trades

Subject to supervisory approval based upon operating needs, employees may voluntarily trade shifts. The Employer will not incur any overtime liability as a result of the shift trade.

12.8 Day Off Trade

Subject to supervisory approval based upon operating needs, employees may voluntarily trade days off. The Employer will not incur any overtime liability as a result of the trade of days off.

12.9 Shift Selection

A. District and section commanders are responsible for scheduling employees for duty. Shifts shall not be scheduled for rotation more frequently than twenty-eight (28) days, except in emergency situations as defined in this Article. Except as specified below, shift selection shall be determined by the Employer.

B. Shifts in an assignment shall be selected by seniority provided the majority of the employees in the assignment vote for the assignment of shifts by seniority. A vote to start or stop shift bidding shall be conducted if at least thirty percent (30%) of the bargaining unit members in the assignment request such a vote. Such a vote shall be conducted no more than once annually. The vote shall be supervised by one (1) representative of the Employer and one (1) representative of the Association. The Employer shall post the results of the vote no later than two (2) weeks after the vote. An employee involuntarily transferred to an assignment shall have the right to exercise his/her seniority to select a shift no sooner than thirty (30) calendar days after the initial date of transfer; an employee voluntarily transferred to an assignment may not use his/her seniority to select a shift until the next annual shift selection. Shift assignments selected under Subsection 12.9 B shall be evidenced by an Interoffice Communication (IOC) and shall not require a Memorandum of Understanding (MOU).

C. The supervisor has the right to change both the schedule and the assigned employee at any time if an emergency arises or if overriding reasonable operating needs exist which require the change.

12.10 Assignment

The Employer shall deploy and schedule employees as it is operationally necessary to do so.

12.11 Experimental Schedules

Provided that a majority of the employees in a detachment agree, the detachment can elect to work a schedule other than a five (5) day/eight (8) hour workweek. The employees in the detachment shall work with the division/district/section commander when developing experimental schedules; such development shall include all factors which affect the operating needs of the Employer. The schedule may be denied by the Employer if the schedule does not meet the Employer's operating needs. At any time, the experimental schedule may be jointly reviewed by the Association and the Employer upon the request of either party. However, the Employer has the authority to discontinue any experimental schedule with thirty (30) calendar days notice based on operating needs. The guidelines for the voting for and implementation of any experimental schedule shall be the same as those contained in Subsection 12.9 B above. For the purposes of this Subsection, a group of detachments in the same autonomous patrol area may be considered to be a single detachment. Experimental schedules selected under this Subsection shall be evidenced by an IOC and shall not require a MOU. Individual employees assigned to a specialty position within a line detachment or a remote assignment may apply for an individual experimental schedule.

12.12 Overtime

A. Overtime is defined as time for all necessary Agency activities occurring before or after a shift or on a regular day off. Employees shall get pre-

approval from a supervisor prior to working overtime, unless an employee is unable to contact a supervisor.

B. Overtime compensation shall be calculated at one and one-half (1 ½) times the employee's regular rate. The regular rate shall include all remuneration received by the employee, including any shift differential, education incentive, longevity premium, specialty pay, certification pay, and working out of classification pay; and shall be calculated in accordance with the Fair Labor Standards Act.

C. Overtime shall be compensated by pay unless the employee requests compensatory time in lieu of pay. However, the Employer may deny requests for compensatory time and require compensation by pay. Requests for compensatory time shall not be unreasonably denied.

D. Employees may accumulate compensatory time to a maximum of forty (40) hours. Compensatory time accrued in excess of forty (40) hours shall become paid overtime. It shall be the responsibility of the employee and his or her supervisor to monitor accrued compensatory time and to make mutually agreeable arrangements for its use.

12.13 Contract Overtime Lists

A. Contract overtime includes but is not limited to various types of Agency-managed overtime contracts: Washington Traffic Safety Commission (WTSC) annual block grants, WTSC special emphasis grants, WTSC other grants (e.g. Corridor Project), Department of Transportation (DOT) work zones, DOT ferry security and other state and federal grants (e.g. Ruad, McNeil Island, Grand Coulee Dam, etc.).

B. For purposes of contract overtime, employees shall be placed on the overtime list(s) for their district of assignment. If contract overtime assignments cannot be filled from the district overtime list where the contract assignment is located, then the assignment may be filled from other district lists. Employees assigned to Headquarters shall be placed on the overtime list for the district in which they reside.

C. The Field Operations Bureau (FOB) Deputy Chief and district captains have the authority to select employees from any overtime list for WTSC special emphasis grants such as roving "click it or ticket" seat belt and speed emphasis teams; provided, however, that such special emphasis grant overtime shall not exceed twenty percent (20%) of the total overtime dollars allotted to members of the bargaining unit represented by the Association in any calendar year.

12.14 Call Out

Call out is defined as response from off-duty status to a nonscheduled assignment or task.

A. An employee working overtime as a result of a call out shall be compensated at one and one-half (1 ½) times the employee's regular rate for the time actually worked, or for a minimum of three (3) straight-time hours, whichever is greater. Payment for attending court on an employee's day off shall be in accordance with Subsection 12.15 C below.

B. When called out by Communications or supervisory employees, troopers shall be on the air within thirty (30) minutes of the reporting time identified by Communications or the supervisor.

C. Overtime shall be paid for up to thirty (30) minutes prior to the time of required reporting to the assignment.

12.15 Court Appearances

A. All court time is normally scheduled in advance. The immediate supervisor shall adjust the employee's shift to ensure that a reasonable shift length, including court time, shall not exceed twelve (12) hours.

B. An employee attending court on a scheduled annual leave day shall be compensated at one and one-half (1 ½) times the employee's regular rate for the time actually worked, or for a minimum of four (4) hours straight time, whichever is greater. Additionally, the annual leave day will be returned to the employee's balance.

C. An employee attending court on a regularly-scheduled day off shall be compensated at one and one-half (1 ½) times the employee's regular rate for the hours actually worked, or for a minimum of four (4) hours straight time, whichever is greater. This same compensation shall apply when an employee attends court on a scheduled workday when the time spent for court requires the employee to respond to court from off-duty status and the employee returns to off-duty status at the end of court.

D. When court is scheduled for a previously-approved compensatory day or holiday credit day off, such court time shall be considered work time, unless it exceeds eight (8) hours.

12.16 Aviation and Executive Protection

A. Employees assigned to the Aviation and Executive Protection sections shall have hours of work consistent with the provisions of Sections 12.1 through 12.5 and Subsection 12.6 A of this Article. Subsection 12.6 B shall not apply to these employees, provided the Employer makes all reasonable efforts to provide advance notice of schedule changes.

B. The use of contract pilots to perform bargaining unit work is a mandatory subject of bargaining, and the Employer will not use contract pilots unless and until the bargaining obligation required by RCW 41.56 is met.

ARTICLE 13
HOLIDAYS

13.1 General

Holidays will normally be considered paid, non-working days off. Actual hours of work required on holidays will be reimbursed in accordance with Agency regulation. When a regular day off falls on a holiday, the employee will be given either the preceding or following workday as the holiday. The provisions of this Section do not apply to those employees on annual, sick, or disability leave, or any leave identified in Article 16 (Other Leaves of Absence) of this Agreement. If a holiday occurs during an employee's annual leave, the employee shall not have a day of annual leave deducted or accumulate a holiday credit.

13.2 Holiday Days

New Years Day	Labor Day
Martin Luther King Jr.'s Birthday	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

13.3 Designated Holiday

A. For employees normally working a Monday through Friday schedule: If a holiday falls on Saturday, the preceding Friday shall be designated as the holiday. If a holiday falls on Sunday, the following Monday shall be the holiday.

B. For employees not working a Monday through Friday schedule: If a holiday falls on a regularly-scheduled day off, either the last preceding or the next following workday will be the holiday. Supervisors shall designate which day will be the holiday on an individual basis.

13.4 Personal Holiday

All full-time employees, after four (4) full months of employment, are entitled to one (1) added day of personal leave with pay each calendar year. Such leave may be taken as mutually agreed to by the supervisor and the employee, and is not cumulative from year to year unless the employee has requested a personal holiday and the holiday is denied.

13.5 Holiday Credits.

Employees working a holiday shall submit a Time and Activity Report (TAR) on the first working day after the holiday. Employees shall accrue a maximum of eighty (80) hours of holiday credits.

A. Use by Anniversary Date

If an employee accrues excess hours of holiday credits, such excess hours shall be taken before the employee's next anniversary date of employment or the credits shall be lost. The employee is responsible for working with

his/her supervisor to ensure that excess holiday credit hours are used prior to the employee's anniversary date. If the employee is not allowed to use holiday credit hours due to operational necessity the credits will be lost.

B. Use by Retirement Date

Upon retirement, an employee will lose any holiday credits in excess of eighty (80) hours. An employee who is retiring with holiday credits in excess of eighty (80) hours will be allowed to use up to eighty (80) hours of holiday credits prior to the employee's retirement date, or the employee's retirement date will be extended by up to eighty (80) hours, at the Employer's discretion. The employee is responsible for working with his/her supervisor to ensure that excess holiday credit hours are used prior to the employee's retirement date. The Association will not support any request(s) for exceptions to this Section.

13.6 Separation

Employees shall be paid for all accrued holiday credits up to a maximum of eighty (80) hours when separating from employment. Payment shall not be made for the personal holiday. However, in the case of separation by retirement, only those hours (up to a maximum of eighty (80) hours) accrued for holidays actually worked during the two (2) years on which retirement benefits are based will be used to compute final average salary.

ARTICLE 14
VACATION

14.1 Annual Leave

The provisions of this Article will remain generally compatible with those leave policies established by the Washington Personnel Resources Board as defined in RCW 43.01.040.

14.2 Rate of Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall be credited monthly with the following annual leave accrual based on current, continuous state service. Previous state service is not considered until the total equals seven (7) years when combined with current state employment.

Full Years of Service	Hours Per Year	Monthly Accrual
During the first year of current continuous employment	Ninety-six (96)	Eight (8) hours
During the second year of current continuous employment	One hundred four (104)	Eight (8) hours and forty (40) minutes

Full Years of Service	Hours Per Year	Monthly Accrual
During the third and fourth years of current continuous employment	One hundred twelve (112)	Nine (9) hours and twenty (20) minutes
During the fifth, sixth, and seventh years of current continuous employment	One hundred twenty (120)	Ten (10) hours
During the eighth, ninth, and tenth years of total employment	One hundred twenty-eight (128)	Ten (10) hours and forty (40) minutes
During the eleventh year of total employment	One hundred thirty-six (136)	Eleven (11) hours and twenty (20) minutes
During the twelfth year of total employment	One hundred forty-four (144)	Twelve (12) hours
During the thirteenth year of total employment	One hundred fifty-two (152)	Twelve (12) hours and forty (40) minutes
During the fourteenth year of total employment	One hundred sixty (160)	Thirteen (13) hours and twenty (20) minutes
During the fifteenth year of total employment	One hundred sixty-eight (168)	Fourteen (14) hours
During the sixteenth year of total employment and thereafter	One hundred seventy-six (176)	Fourteen (14) hours and forty (40) minutes

14.3 Accrual Limitations

Employees may accrue an unlimited amount of annual leave hours during the year until they reach their anniversary date. At that time, the maximum accrual shall not exceed two hundred forty (240) hours. Any hours in excess of two hundred forty (240) hours on the anniversary date shall be lost.

14.4 Exception to Maximum Accrual

If the balance of two hundred forty (240) hours is exceeded on the anniversary date due to denial of a leave request based on an operational necessity or incapacitation, an Interoffice Communication (IOC) explaining the denial shall be submitted to the Human Resource Division (HRD) with the leave request. The Employer shall grant an extension for each month that the Employer defers the employee's request for annual leave. The excess leave shall be taken as soon as possible.

14.5 Sick Leave While on Annual Leave

Employees on annual leave who become ill or injured, qualifying for sick leave, may change their annual leave request to sick leave within five (5) calendar days

of returning to duty, or by the fifth (5th) of the following month if at the end of the month.

14.6 Vacation Requests

Vacation is defined as annual leave taken for a period of one (1) or more consecutive working days. Employees shall submit all vacation requests to their immediate supervisor no later than December 31 of each year. After the deadline for requests, changes to scheduled vacations and/or additional vacation requests may be authorized by the supervisor on a case-by-case basis. Seniority shall control approving scheduled vacation requests that are made before December 31. Vacation requests made after December 31 of any year shall be handled on a first come, first served basis.

14.7 Vacation Seniority

Vacation requests shall be submitted in order of seniority within a working unit. The senior employee may select one (1) vacation period, followed by the other employees in order of seniority. When all employees have selected their vacation choice, employees having time remaining may, by seniority, choose a second vacation period. After this second selection, additional vacation periods, if desired, shall be arranged with the supervisor. The minimum scheduled vacation period shall be one (1) working day. No employee may exercise seniority to select a vacation block of more than twenty (20) vacation days.

14.8 Coverage

If the Employer determines adequate coverage can be maintained, more than one (1) employee may be on leave at the same time within a work unit. Adequate coverage shall be coverage maintained without planned overtime expenditures.

14.9 Miscellaneous

Employees shall not be required to begin their vacation on a specific date (shift change, first of the month, etc.). A Time and Activity Report (TAR) shall be submitted prior to the taking of leave.

14.10 Eligibility

After six (6) months of full-time employment, employees shall be eligible for vacation leave.

14.11 Vacation Callback

In the event that an employee is called back to work by the Employer for any purpose during authorized vacation leave, the employee shall not be charged for vacation days worked. If the employee receives notice that a callback for a court appearance or for other purposes conflicts with a previously-scheduled vacation period, the employee shall promptly notify his/her supervisor of the conflict. If the supervisor is unable to resolve the conflict, the Employer shall reimburse the employee for all of her/his own travel costs reasonably associated with traveling to and from the work site to accommodate the callback if the employee is directed by the Employer to return.

14.12 Vacation Callback — Office of Professional Standards (OPS) Investigations

A. When an employee is on other than regularly-scheduled days off (annual leave, compensatory time or holiday credits), the employee will not be contacted by the OPS regarding an investigation, unless such contact is the result of an emergency as defined in Article 12.6 A.

B. If an employee is contacted while on other than regularly-scheduled days off, the employee shall be compensated at one and one-half (1 ½) times the employee's regular rate for the time actually worked, or for a minimum of four (4) hours straight time, whichever is greater. The annual leave day will be returned to the employee's balance.

14.13 Vacation Callback — Criminal Investigations

A. If an employee is contacted while on other than regularly-scheduled days off (annual leave, compensatory time or holiday credits), and the contact is for longer than fifteen (15) minutes, the employee shall be compensated at one and one-half (1 ½) times the employee's regular rate for the time actually worked, or for a minimum of four (4) hours straight time, whichever is greater. The annual leave day will be returned to the employee's balance.

B. If the contact is for fifteen (15) minutes or less, the employee will be reimbursed at one and one-half (1 ½) times the employee's regular rate for the time actually worked.

14.14 Vacation after Transfers

The Employer shall honor pre-approved vacation requests of transferring employees. If the vacation requests coincide with the pre-approved vacation requests of other employees, the Employer shall honor all pre-approved vacation requests, subject to operational necessity.

ARTICLE 15
SICK LEAVE

15.1 Sick Leave Accrual

The provisions of this Article will remain generally compatible with the sick leave policies established by the Washington Personnel Resources Board as defined in RCW 41.48.140.

A. Sick leave credits are granted as a form of insurance to minimize loss of compensation to employees due solely to:

1. Personal illness, injury, preventative health care, exposure to contagious disease which would jeopardize the health of others, or disability due to pregnancy.

2. Illness, injury, or preventative health care of relatives (spouse, child, stepchild, grandchild, foster child, parent, stepparent, grandparent), registered domestic partner or household members requiring the employee's attendance.

3. Employees eligible for disability status, whose condition has been determined to be fixed and stable, shall be allowed the option of using all their accrued sick leave prior to being placed on disability status.

B. After a full-time 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. If an employee separates and is re-employed within five (5) years, sick leave accruals at the time of separation shall be reinstated.

15.2 Reporting

A. Sick leave shall be reported at or before the beginning of the employee's shift each day, unless other arrangements have been made with the supervisor. Upon returning to work, the employee shall complete a Time and Activity Report (TAR). If the employee is on extended sick leave at the end of the month, the supervisor shall complete the TAR.

B. A physician's statement, on official letterhead, may be required for any length of sick leave taken, but shall be required if the leave is continuous for ten (10) or more days. It shall be the employee's responsibility to provide the physician's statement within fifteen (15) working days after the first day of sick leave. The request for a physician's statement shall comply with state and federal law. The employee's supervisor shall forward the physician's statement, through the chain of command, to the Human Resource Division (HRD). No copies of the physician's statement shall be retained locally.

15.3 Notification of Illness or Injury

Employees who know they will be unable to report for duty due to illness or injury shall immediately notify the on-duty supervisor, advising him/her of the nature of the injury or illness, where they will be recuperating, and the expected date of return to duty. The supervisor shall also be advised of a change in any of the above which may occur after the original notification is given. If there is no on-duty supervisor, the employee shall attempt to notify the on-call supervisor. If no on-duty or on-call supervisors can be reached, the employee shall notify Communications of his/her absence. Employees injured while on duty shall report such injury to their supervisor as soon as possible and shall comply with the provisions of existing regulations pertaining to such injuries. Employees who become ill while on duty and find it necessary to leave an assigned post or duty shall report this fact to their supervisor before leaving the assignment or post.

15.4 Sick Leave without Pay

If the employee does not have enough accrued sick leave, other leave accruals may be substituted or the employee may be granted leave without pay. If leave without pay is necessary, the HRD shall be notified prior to the effective date. Failure to make such notification may result in overpayment and require reimbursement or the cancellation of pay warrants.

15.5 Sick Leave Buy-Out Option

The sick leave buy-out option shall be in accordance with state law.

15.6 Retirement Counseling

Employees within ten (10) years of retirement shall be granted up to two (2) days off with pay during their careers to attend retirement planning programs. Such days off must be approved in advance by the Employer.

15.7 Workers' Compensation

Any employee who is off work due to an injury which is compensable under the Washington Workers' Compensation Act will receive compensation under the Act in addition to an amount from the Employer; the total of the two (2) shall be equal to the employee's regular monthly base salary.

ARTICLE 16
OTHER LEAVES OF ABSENCE

16.1 Leave without Pay

A. Requests for leave without pay shall be submitted on a Time and Activity Report (TAR) with an Interoffice Communication (IOC) of explanation at least thirty (30) calendar days prior to the first day of the requested leave. Requests for leave without pay for fifteen (15) days or less may be authorized by the appropriate bureau chief/director. Leave without pay exceeding fifteen (15) days shall require the approval of the Chief. The Human Resource Division (HRD) shall be advised immediately by telephone of any leave without pay request.

B. Employees on leave without pay for newborn or adoptive child care, or who are on leave without pay in lieu of sick leave for personal illness shall, if they so request, be allowed to use their accrued annual leave during such leave without pay period.

C. Leave without pay exceeding fifteen (15) consecutive calendar days shall be deducted from the employee's anniversary and periodic increment dates, and the employee will not accrue annual and sick leave hours.

D. Employees on leave without pay shall be allowed to retain their leave balances and to use whatever amount of leave per month is necessary in order to maintain Employer-paid medical and dental benefits.

16.2 Civil Leave

Civil leave may be allowed for employees to serve as members of a jury, take examinations for state positions, or perform other civil duties.

16.3 Military Leave

Paid leave not to exceed twenty-one (21) work days in a calendar year shall be allowed an employee ordered to active training duty in any organized reserve or armed forces of the United States. The leave shall be recorded as follows:

A. A TAR for the period of time requested shall be submitted. In addition, a copy of the military order or drill orders (if available) will be submitted with the TAR. If the military order or drill orders are not available prior to the employee going on military leave, the military order or drill orders shall be submitted when the employee returns from leave.

B. Any regular days off shall not be included in the military leave. Holidays which fall within the training period shall not be counted as military leave.

C. Any portion of the allotted military leave hours not used for training periods may be taken to attend monthly meetings of military units. Employees shall provide a schedule of military monthly meetings to their supervisor at least thirty (30) calendar days in advance.

D. If employees do not have enough military leave to cover training periods or meetings, other leave accruals, except sick leave, may be used. Employees may take leave without pay for such training periods.

16.4 Educational Leave

Educational leaves of absence without pay may be granted at the discretion of the Chief, subject to the following provisions:

A. No employee shall be eligible while on probation.

B. The leave of absence shall be for the purpose of full-time attendance at an accredited college or university.

C. The employee shall provide the HRD with a quarterly or semester transcript of grades and proof of registration (C average or better, or equivalent, required for continuation of the leave).

D. No employee shall be permitted to contribute to, nor withdraw from, the retirement system while on educational leave.

E. Employees shall not exercise authority as police officers during the leave. Any employee returning from leave may be disciplined by the Employer for actions taken during the leave, provided the discipline meets the standards for discipline contained in Agency regulations.

F. Educational leaves of absence shall be for one (1) year or less, subject to revocation or renewal by the Chief.

16.5 Pregnancy/Parental Leave

A. Maternity Leave, Newborn Care, or Adoptive Care

Pregnancy is not an unexpected incident in the life of a woman and will not in any way limit her job opportunities or penalize her in terms or conditions of employment.

B. Limited Duty

Illness or disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery is considered a temporary condition. The Employer will make a reasonable effort to provide a limited duty assignment for the employee who cannot perform the essential functions of her job because of illness or disability caused or contributed to by pregnancy, miscarriage, childbirth, or recovery. The physical demands of the assignment shall be considered along with recommendations from the employee's health care professional.

C. Notification of Pregnancy

As soon as an employee realizes she is pregnant, she shall submit an IOC through the chain of command and a written statement from her physician, including the following:

1. Verification of pregnancy;

2. Anticipated delivery date;

3. Ability to perform full or limited duties.

D. Change in Medical Status

If the employee's medical status changes, requiring changes to duty assignment, a written statement from her physician is required immediately.

E. Ninety (90) Day Notice

The employee shall submit an additional IOC ninety (90) calendar days prior to taking leave, outlining her leave plans. This shall be waived if some complication occurs and the employee is unable to work prior to the ninety (90) day date.

F. Parental Leaves of Absence

Any full-time employee may request a leave of absence without pay for pregnancy, childbirth, recovery, or other pregnancy-related disabilities; or newborn adoptive child care; or a new child in the family by birth, adoption or placement in foster care, for the purpose of bonding with his or her natural newborn, adoptive, or foster child. Sick leave may be taken in accordance with Article 15, Sick Leave.

G. Duration of Leave of Absence

The duration of the leave requested under Subsection F above shall not exceed six (6) consecutive months during the first year after the child's birth or placement, including time covered by the Family Medical Leave Act (FMLA), unless additional leave without pay is granted by the Chief. Accrued leave may be used at the employee's option during this six (6) month period in accordance with WSP policy and this Agreement.

H. Human Resource Division (HRD)

It shall be the responsibility of the employee to contact the HRD concerning the effect a leave of absence without pay may have upon any employee benefits and for insurance information.

I. Credit of Leave

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month, including holidays, shall be credited monthly with annual and sick leave. One (1) day in a pay status each month is necessary to retain insurance benefits (i.e., day of work, annual leave, sick leave, etc.).

J. Return to Duty

Employees returning from parental leave shall give two (2) weeks advance notice and shall be reassigned to the same job classification and commissioned rank in an area not requiring a change of residence.

16.6 Physician's Statement

Employees requesting Temporary Disability Leave shall submit to the Chief, through the chain of command, a written statement from their physician verifying their condition, recommending limited duty or leave of absence, and describing their limitations and prognosis. The Chief may refer employees for additional evaluation of their condition. A written medical release from a physician shall be submitted prior to an employee's return to full or limited duty.

16.7 Temporary Limited Duty and Long Term Limited Duty

The following provisions shall govern temporary limited duty and long term limited duty assignments.

A. Definitions

1. "Active service," "line duty," "other duty," and "disability" shall have the respective meanings set forth in WAC 446-40-020 in effect as of the date of this Agreement.

2. "Temporary Limited Duty" shall mean an active service assignment for an employee incapable due to a disability of performing line duty but capable of performing other duty of a light or modified nature consistent with the operation of the

Employer. Temporary limited duty is the time period before an employee is considered fixed and stable.

3. "Fixed and stable" shall mean the point reached when a disability is unlikely to be significantly improved by further medical treatment and the employee is not reasonably expected to be able to return to line duty, typically referred to as permanent.

4. "Work hardening" shall mean a process approved by the employee's physician and, if necessary, by the Employer's physician after an independent medical examination (IME), as part of rehabilitation designed to facilitate an employee's return to line duty if possible.

5. "Long Term Limited Duty" shall mean a permanent limited duty assignment for an employee whose condition is fixed and stable.

B. Obligation to provide

The Employer shall offer temporary limited duty and long term limited duty assignments to employees.

1. Temporary Limited Duty

Temporary limited duty assignments shall not require a change in residency and all travel time associated with a temporary limited duty assignment shall be at the expense of the Employer. The employee shall be permitted to use the Employer's vehicle for commuting purposes.

2. Long Term Limited Duty

The Employer shall use reasonable efforts to provide a long term limited duty assignment within fifty (50) miles of the employee's current residence. If after using reasonable efforts the Employer is unable to provide a long term limited duty assignment within the fifty (50) mile distance, then the employee may elect to move residence and the Employer shall reimburse the employee's moving costs in accordance with Office of Financial Management guidelines.

C. Procedure

An employee requesting any limited duty assignment shall submit the request by IOC through the chain of command. The HRD shall coordinate selection of a limited duty assignment with the employee's attending physician and, if necessary, with the Employer's physician after an IME. An employee shall have the option to accept a limited duty position that is approved by his/her attending physician and, if necessary, by the Employer's physician after an IME, and that is in compliance with this Agreement. An employee who has accepted a limited duty assignment

must participate in a work hardening program approved by his/her attending physician and, if necessary, by the Employer's physician after an IME.

D. Return to Line Duty

A temporary limited duty or long term limited duty assignment will end when the employee is certified as capable of return to line duty by his/her physician and, if necessary, when an IME ordered by the Employer determines that the employee is capable of return to line duty.

1. When an employee returns to line duty from temporary limited duty the employee shall be returned to his/her former assignment.

2. When an employee returns from a long term limited duty assignment the following shall apply:

   a. Troopers shall be returned at the employee's option:

      i. To a line assignment (or, at the discretion of the Employer, a previously-held specialty assignment) in a detachment where the employee will be able to comply with the residence requirements in this Agreement without moving his/her residence. An assignment under this Subsection shall supersede the transfer list; or

      ii. To a line assignment (or, at the discretion of the Employer, a previously-held specialty assignment) in the geographic area where the employee was assigned immediately prior to his/her transfer into the position from which the employee is being transferred. An employee reassigned under this Subsection must comply with the residency requirements within one hundred twenty (120) calendar days. An assignment under this Subsection shall supersede the transfer list.

   b. Sergeants shall be returned at the employee's option:

      i. To a line assignment (or, at the discretion of the Employer, a previously-held specialty assignment) in a detachment where the employee will be able to comply with the residence requirements in this Agreement without moving his/her residence. An assignment under this Subsection shall supersede the transfer list; or

ii. To a line assignment (or, at the discretion of the Employer, a previously-held specialty assignment) in the geographic area where the employee was assigned immediately prior to his/her transfer into the position from which the employee is being transferred. An employee reassigned under this Subsection must comply with the residency requirements within one hundred twenty (120) calendar days. If a sergeant assignment is not available at the time this Subsection applies, then the employee shall have the right to the next available sergeant position in that geographic area. An assignment under this Subsection shall supersede the transfer list.

E. If an employee on temporary limited duty does not improve to a point permitting return to line duty, i.e. the employee's condition is fixed and stable, then the Chief will either: (1) place the employee on long term limited duty; or (2) place the employee on disability as provided in WAC 446-40-040.

F. Use of Equipment
When an employee is placed on long term limited duty the HRD shall determine the use of the Employer's vehicles and wearing of the uniform. The Employer agrees to bargain with the Association prior to implementing any changes to its take home vehicle policy with respect to employees currently in long term limited duty assignments.

G. Relation to Disability
Section 16.7 shall have no impact on an employee's eligibility for disability.

16.8 Funeral Leave

An employee shall be allowed sick leave time not to exceed three (3) days for a death in the employee's immediate family (employee's spouse or household member, children, stepchildren, parents, or spouse's/household member's parents). Household members are 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. Additional sick leave or other accrued leave may be allowed for necessary funeral travel time when approved by the immediate supervisor.

16.9 Life-Giving Procedures

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 will participate or has participated in a life-giving procedure. The Agency may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures. Nothing in this Section should be construed to change existing practice with respect to the donation of blood.

ARTICLE 17
PERSONNEL FILES AND OFFICE OF PROFESSIONAL STANDARDS (OPS) FILES

17.1 Personnel Files and OPS Files

Access to and release of information from either an employee's official or informational or OPS file shall be governed by the following:

A. The Employer shall have access to the employee's personnel file and/or OPS file only for information necessary for Agency operations.

B. Only those employees who need to know the information shall be permitted access. Access to the files shall be limited to:

1. Employees requesting to examine their own file. Employees must have proper identification and examine their file in the presence of the Human Resource Division (HRD) Commander or designee. Employees shall not remove any material from their files, but may have the HRD provide, without charge, a copy of any material in the files.

2. The Chief.

3. The Deputy Chief, assistant chiefs and bureau directors.

4. A representative having written authorization from the employee.

5. Agency supervisors and managers in the employee's direct chain of command.

6. Staff employed by the Agency (other than those assigned to the HRD) whose official duties require access to personnel files and/or OPS files. After access has been approved by the HRD Commander or designee, an entry in the Personnel File Access Record (attached to the inside cover of the file jacket) shall be made, indicating the name of the individual examining the file and the date of the examination. No materials may be removed from

the employee's file except pursuant to the purging provisions of this Article. If an authorized representative of the Employer, as determined above, makes a copy of any document from an employee's personnel file or disciplinary file, then a notation will be made in the file indicating the person who made the copy, how many copies were made, and to whom the copies were provided.

7. Staff employed by the HRD, for administrative purposes.

8. Assistant Attorneys General assigned to the Agency and their authorized staff (i.e. paralegal, tort investigator).

17.2 Outside Inquiries

The Employer shall refuse to disclose information in personnel files or OPS files if that disclosure would violate the employee's right to privacy, as defined by RCW 42.56.050. All requests for information (other than routine employment information, e.g., confirmation of employment, length of service, current status of employee, or prior assignments) shall require a proper public disclosure request.

A. Upon receiving a request for all or part of these files, the affected employee and the Association shall be notified of the request. The affected employee shall be given a period of five (5) business days to object to release of the requested documents. Such objection shall be provided in writing. The WSP Labor and Policy Advisor or the Assistant Attorney General will be consulted regarding the reasons given by the affected employee.

B. If the Employer agrees that the employee's right to privacy would be violated, it will not release the document and will provide a defense in court, if necessary. If the Employer does not agree, it will so notify the affected employee and the Association in writing. The documents will not be released until the time period in Subsection 17.2 C below has expired, during which time the employee shall have an opportunity to prevent the release under RCW 42.56.540 at the expense of the Association or the employee.

C. If an employee files an objection, then prior to the disclosure of any documents from the personnel files or OPS files, the Employer shall either: (1) provide a copy of the redacted documents to be disclosed; or (2) provide an opportunity for the affected employee to review the redacted documents. The employee shall then have up to ten (10) calendar days to review the documents. If the affected employee has a question regarding the redactions he/she may discuss the questions with the Employer's representative.

D. If the Employer refuses to disclose requested information and there is a court hearing on that refusal, the affected employee may attend the hearing on Employer time. No overtime or compensatory time will be paid.

17.3 No Secret Files

Only one (1) official personnel file and/or OPS file shall be maintained on an employee, though a copy of the file may be maintained at the district level. No secret personnel file and/or OPS file will be kept on any employee. This does not preclude a supervisor from maintaining notes on an employee's job performance for the explicit purpose of preparing employee performance evaluation reports.

17.4 Adverse Comments

A. Employees shall not have any comment adverse to their interest entered in their personnel file and/or OPS file without having first read and signed the document containing the adverse comment indicating they are aware of the comment; except that such entry may be made if, after reading the document, the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on the document.

B. Employees shall have ten (10) calendar days to file a written response after being made aware of an adverse comment entered in their personnel file and/or OPS file. Such written response shall be attached to and shall accompany the adverse comment.

C. This Agreement establishes the confidentiality, maintenance, and disposition of personnel files and/or OPS files. The files are maintained for each employee and contain documents having a significant relevance to employee careers.

17.5 Retention

Retention schedules shall be in compliance with state law. Material attached to and a part of any document shall carry the same retention period as the document itself.

A. Except for written reprimands and other disciplinary actions, all other reports, letters, and other correspondence shall be retained for four (4) years. Disciplinary actions, with the exception of written reprimands, shall be retained for five (5) years, unless the employee's OPS records indicate a pattern of similar types of discipline. Written reprimands shall be retained for two (2) years. If an employee is disciplined, evidence of written reprimands up to one (1) year prior to the date of the discipline, and any other notices of disciplinary action up to five (5) years prior to the date of the discipline shall be admissible in any proceedings concerning the disciplinary action, including appeals from the disciplinary action.

B. Records will be purged from an employee's personnel file in accordance with the above retention schedule. All purged materials shall be provided

to the employee along with notice to the employee that he/she should consult with an Association representative concerning retention.

17.6 Changes in Personnel Files and/or OPS Files

Employees shall be provided copies of all performance or assignment-related changes in their personnel files.

17.7 Contents

A personnel file shall be defined as any document pertaining to the employee's employment status, work history, training, or other personnel-related matters pertaining to the employee. It is further understood that a personnel file does not include material relating to medical records, pre-appointment interview forms, payroll or life insurance documents, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

17.8 Access

Nothing herein shall be construed as limiting any rights the Association has under the law to access to records.

17.9 Office of Professional Standards (OPS) Files

All files related to complaints and disciplinary actions will be retained at the OPS for the period of time set forth in Section 17.5 above. By no later than one (1) month following the expiration of a retention period set out in Subsection 17.5 A above, the OPS will purge and destroy all complaint and disciplinary files that meet the retention cutoff. This Section does not apply to records and data kept for statistical purposes without any identification of the employees involved.

ARTICLE 18
JOB PERFORMANCE APPRAISAL (JPA)

18.1 The JPA process gives supervisors an opportunity to discuss performance goals and expectations that meet the Agency's objectives with their employees; to assess and review the performance of their employees with regard to those goals and expectations; and to provide support to employees in their professional development, so that skills and abilities can be aligned with Agency requirements.

18.2 To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and to correct the problem before it is mentioned in a JPA. Ratings on the JPA will be supported by appropriate documentation.

18.3 Supervisors will meet with employees to review the JPA before it is finalized. An employee who disagrees with the final document may attach a letter of rebuttal to

the completed JPA. An employee who does so will not be prohibited from challenging the content of the JPA in a future disciplinary appeal.

18.4 JPAs are not subject to the grievance procedure of this Agreement, except where supporting documentation was not completed in accordance with Subsection 18.2 above.

ARTICLE 19
EMPLOYEE RIGHTS IN INVESTIGATIONS

19.1 The Employer has the authority to determine the method of conducting investigations, including the procedures contained in the Administrative Investigation Manual; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. Prior to implementation of changes to any term or provision of the Regulation Manual or the Administrative Investigation Manual concerning internal investigations, the Employer will send copies of the proposed changes to the President of the Association. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes. This Section shall not be interpreted to restrict the Association's right, under state law, to bargain the decision and/or impact of changes in subjects of bargaining where the Employer is compelled to negotiate over the matter by state law.

19.2 Because police officers must be free to exercise their best judgment and to initiate law enforcement in a reasonable, lawful and impartial manner, and because the Employer is committed to respecting the rights of bargaining unit employees by providing procedural protection to all employees during the complaint and disciplinary process, complaints involving members of the bargaining unit shall be resolved in a manner that is expeditious, fair, just, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal.

19.3 The Employer accepts and investigates complaints against employees. The Employer shall continue to use an Internal Incident Report (IIR) form. The form shall contain at least the following information:

A. The complainant's name and address;
B. The date of the complaint;
C. The specific allegations against the employee; and
D. A signature line for the complainant's use.

Anonymous minor complaints shall not be investigated; however, the employee shall be informed that an anonymous complaint has been received. The Employer may document receipt of the complaint, but such documentation shall not be included in the employee's complaint history or personnel file. Anonymous moderate and major complaints may be investigated. The Employer shall instruct

its employees on the Employer's procedures to be followed in accepting citizen complaints.

19.4 The provisions of this Article shall not apply to routine discussions with an employee in the normal course of duty. These provisions shall apply when the employee is subject to questioning by a supervisor or any other member of the Agency, and where such questioning is about actions or a failure to act by the employee that, if proven, could lead to discipline.

19.5 De minimis (minor or insignificant) variations from the following provisions shall not be the basis for overturning discipline or affect the admissibility of evidence.

19.6 Prior to questioning, the employee under investigation shall be informed of the name of the person in charge of the investigation and the name(s) of questioners, and all other persons to be present during the questioning. The employee shall be informed of what investigative section the investigator represents.

19.7 The questioning shall be conducted at a reasonable hour, preferably at a time when the employee is on duty or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular Employer procedures.

19.8 Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Employees being questioned shall be allowed to attend to their own personal physical necessities as needed.

19.9 If prior to or during any questioning it appears the employee's actions or omissions may amount to criminal conduct, the investigation shall stop and the Chief shall be notified immediately. The Chief shall determine whether to continue the administrative investigation or to conduct a criminal investigation or both.

19.10 Any criminal investigation of an employee conducted by the Employer will be conducted by the Investigative Services Bureau. Any attempt to obtain a written or verbal statement from the suspected employee will be preceded by the giving of and inquiring as to the understanding of the employee's constitutional rights. A suspected employee is one for whom a criminal investigation has gone past the investigatory stage to the accusatory stage.

19.11 Employees are required to fully and truthfully answer all questions asked during, and cooperate fully in, any and all administrative investigations. All questions asked and actions taken during such administrative investigations will be specifically, directly, and narrowly related to performance of duties within the scope of employment and fitness to hold the position.

19.12 Whenever an employee is being investigated, the employee shall be informed of the general scope of the investigation prior to questioning. The notification shall include the name of the complainant, the complaint form completed by the complainant, the date of the incident, the specific rules the Employer alleges were violated, whether the complainant has signed a complaint form, and a summary of the factual allegations against the employee sufficient to reasonably apprise the employee of the nature of the charges. The employee may agree to answer questions at that time or request that questioning be delayed for up to five (5) calendar days in order to obtain legal advice or other assistance. If the Employer decides to substitute the Agency as the complainant, the Employer agrees to contact the Association to discuss the reasons for doing so.

19.13 Witness Interviews

A. If during a witness interview an employee makes a self-incriminating statement regarding a criminal offense that might lead to disciplinary action, the interview will cease and the employee will be advised why the interview is ending and what actions will be taken.

B. In situations where the employee believes that his or her answers in a witness interview may disclose his or her own possible violations of the law and/or regulations, the employee shall have the right to assert his or her rights to Association representation and/or protection against self incrimination under Weingarten v. NLRB and/or Miranda v. Arizona.

C. An employee involved in a situation described in this Section will have the opportunity to confer privately with his or her legal advisor or the Association representative before questioning continues.

19.14 If an employee is to be subjected to a form of discipline which, under the terms of this Agreement, is not appealable, and such discipline is based upon an employee's responses when the employee was questioned as a witness, the employee shall be given an opportunity to present a response to the allegations against her/him before the discipline is imposed.

19.15 If any employee refuses to answer questions based on the constitutional right against compelled self-incrimination, and the Employer decides to continue the meeting, the employee will be advised of his/her rights under Garrity v. New Jersey. That is, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action including termination, and that any answers to such questions or information derived from answers cannot be used in any way in any subsequent criminal proceeding.

19.16 Prior to questioning about an incident which could reasonably be expected to result in discipline, the Employer's representative shall notify the employee of the employee's right to be represented by either an Association representative or an attorney during the course of the questioning, and of the right to five (5) calendar days advance notice of questioning. Employees, at their request and own expense,

shall have the right to be represented by a person of their choice who may be present at all times during the questioning. The employee's representative may counsel the employee only to the extent allowed by law under Weingarten v. NLRB and its progeny. At the employee's option, the employee may be accompanied by both an attorney and an Association representative during the disciplinary interview; provided, however, that only one (1) of them may speak at the interview.

19.17 Employees shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.

19.18 The Employer shall not cause employees being questioned to be subjected to visits by the press or news media, nor shall their home address or photograph be given to the press or news media without the employee's express consent, unless required by public disclosure laws. The Employer will notify the employee before releasing an employee photograph to the news media.

19.19 The complete questioning of an employee may be recorded by the Employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, the employee shall be entitled to a copy of any tape recording in which he/she participated. The employee shall be informed prior to the start of the questioning that the session will be recorded.

19.20 When the Employer receives a complaint about the action or inaction of an employee that results in a criminal investigation, the employee will be notified of the investigation (either in writing or orally) unless the Chief determines such notification will endanger the investigation of the complaint.

19.21 In the event an employee is involved in the use of lethal force, the Employer will attempt to contact an Association representative and inform him/her that a lethal force incident has occurred, the name of the involved employee, and the location of the incident. A supervisor at the scene shall allow the employee to use Agency equipment to consult with an Association representative or attorney. Employees involved in the use of lethal force shall be allowed to consult with an Association representative or an attorney prior to being asked to give an oral or written statement about the use of lethal force. Such right to consult with a representative or attorney shall not unduly delay the giving of the oral or written statement or prevent the Employer from obtaining critical information regarding the status of the incident, e.g. suspects still at large or the location of critical evidence.

19.22 Investigation Timelines

A. Complaints shall be accepted or rejected by the Employer within ten (10) business days of receipt. Complaints shall be deemed accepted when the Commander of the Office of Professional Standards (OPS) signs the IIR. Timelines shall begin when a complaint is accepted.

B. In the event it becomes necessary to make a change or changes on an IIR, whiteout or any similar method shall not be used. Any changes to language shall be made clear (deletions shall be struck out) and the person making the change(s) shall initial and date the change(s) and note the reason(s) for the change(s) either on the document or in an Interoffice Communication (IOC).

C. Within five (5) scheduled employee workdays of accepting a complaint against an employee, the Employer shall forward a copy of the IIR and any attachments to the employee, unless such notification will endanger the investigation of the complaint. If an employee is on leave, the five (5) scheduled employee workdays do not begin until the employee returns from leave.

D. At the time that the OPS Commander and the appointing authority determine the level of severity for investigative purposes (minor, moderate or major category), they will also make a pre-determination of where the alleged conduct would fall within the sanction matrix (if the allegations as known at the time were proven true).

E. Investigations arising out of minor complaints shall be completed within forty-five (45) calendar days. If the investigation is not completed within forty-five (45) calendar days, no discipline shall issue and the complaint and all attendant documents shall be removed from the employee's disciplinary and personnel records. Supervisors will normally investigate minor complaints unless otherwise directed by the Chief or his/her designee. Complaints investigated under this Subsection shall not require the due process meeting set forth in Article 20.

F. Investigations arising out of moderate complaints shall be completed within ninety (90) calendar days, and investigations arising out of major complaints shall be completed within one hundred twenty (120) calendar days. If the investigation cannot be completed within these timeframes, an extension may be granted in accordance with Subsections 19.22 G and H below. Investigations shall be deemed completed when the employee is advised of the Employer's contemplated discipline.

G. Investigations arising out of moderate or major complaints may be extended due to reasonably determined, exigent circumstances beyond the control of the Employer. Such circumstances shall include the following:

1. Complexity of the investigation.

2. Pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation.

3. Unavailability of witnesses after reasonable efforts to locate.

4. Undue delays in transcription of interview tapes.

5. Delays caused by the Association or its representatives.

6. Emergencies.

Investigations covered by this Subsection may also be extended if the appointing authority requests specific, additional investigation. An extension on this basis shall require the notification in Subsection 19.22 H below and shall be only for such time reasonably necessary to complete the additional investigation.

H. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include information on when the Employer anticipates completing the investigation and a detailed explanation of the reasons for the extension. If the investigation is not completed by the anticipated completion date the notification shall be repeated.

I. The Employer's obligation to limit extensions of investigations under Subsection 19.22 G shall be subject to the grievance procedure in Article 21, including arbitration under Step 3. If a grievance is sustained in arbitration the Employer shall be assessed an amount equal to one hundred dollars ($100.00) for each day the investigation is extended for reasons not deemed reasonably determined, exigent circumstances.

J. This Section 19.22 shall not affect any rights under Article 21. Violation of any timeline set forth in this Section shall not affect any discipline imposed by the Employer. The Association may raise issues of timeliness of investigations as a component of the elements of just cause in a Disciplinary Review Board process; provided, however, that the resolution of any grievance under this Section shall not be raised.

ARTICLE 20
DISCIPLINE AND DISCHARGE

20.1 Discipline

A. The parties are committed to resolving disciplinary matters involving bargaining unit employees in a manner that is expeditious, fair, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal.

B. With the exception of the suspension or demotion of probationary employees pursuant to RCW 43.43.060, the Employer will not discipline any employee without just cause.

C. Discipline includes suspensions, demotions, and discharges. Written reprimands and transfers as a result of a disciplinary sanction are not considered discipline for purposes of appeal to a Disciplinary Review Board (DRB) or Trial Board. Written reprimands may be appealed only through Step 2 of the grievance procedure; however employees may provide a written response in accordance with Article 17.4 B. An employee who does so will not be prohibited from challenging the content of the reprimand in a future disciplinary appeal. Transfers as a result of a disciplinary sanction may be appealed through the grievance procedure. Corrective actions including counseling and oral reprimands are not subject to appeal through this Article or the grievance procedure; however employees may provide a written response in accordance with Article 17.4 B.

D. Except as set forth in this Agreement, the Employer has the authority to determine the method of conducting investigations, including the procedures contained in the Administrative Investigation Manual; however, prior to implementation of changes to any term or provision of the Regulation Manual or the Administrative Investigation Manual concerning internal investigations, the Employer will send copies of the proposed changes to the President of the Association. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes. This Section shall not be interpreted to restrict the Association's right, under state law, to bargain the decision and/or impact of changes in subjects of bargaining where the Employer is compelled to negotiate over the matter by state law.

E. Upon completion of an investigation, the appointing authority shall review the relevant documents and make a finding as to whether sufficient facts exist to prove or disprove the allegation(s). If the appointing authority finds that the allegation(s) are proven, he/she shall consult with the Commander of the Office of Professional Standards (OPS). In determining the appropriate discipline, the seriousness of the offense, the individual employee's history, and the range of sanctions for similar violations will be considered. The disposition of charges shall fall in one (1) of the following categories: proven, undetermined, unfounded, exonerated, policy error, or unintentional error.

F. If, at any time, the OPS Commander and the employee's appointing authority cannot resolve any matters concerning the finding(s) or the proper level of discipline, they shall meet with the appropriate bureau chief/director. The bureau chief/director shall facilitate a resolution.

G. The Employer shall not institute numeric standards of performance without discharging its obligations to bargain under RCW 41.56.

H. Range of Sanctions

The following matrix will determine the possible range of sanctions for proven allegations.

Level	First offense	Second offense	Third offense
Minor	Counseling – written reprimand	Counseling – written reprimand	Written reprimand
Moderate	Written reprimand – Two (2) working day suspension	One (1) working day suspension – Five (5) working day suspension	Three (3) working day suspension –Ten (10) working day suspension
Major	Three (3) working day suspension – termination	Six (6) working day suspension – termination	Eleven (11) working day suspension – termination

1. New information discovered in the investigative process could alter the final sanction or result in an employee being served with new charges.

2. Depending upon the employee's disciplinary history, the appointing authority has the option of pre-determining that the new allegation(s) would fall within the first offense of the next higher level if there has been like or similar misconduct within the prior twelve (12) months. For example, if an allegation would normally be within second or third offense but prior sanctions warrant, it can be placed under the first offense at the next higher level (minor to moderate or moderate to major).

3. More than three (3) violations within a severity level will automatically move any subsequent violations to the first offense category in the next higher level.

4. Multiple violations involving the same incident will each receive a determination, but only one (1) sanction will be issued for the incident.

5. The OPS Commander and appointing authorities have the latitude and are encouraged to explore negotiated settlements such as last chance agreements, suspended sentences, or other innovative approaches. The Employer and the Association may agree to a sanction outside the range on the matrix as a part of a non-precedential settlement agreement.

I. The Employer has the authority to impose discipline, which is then subject to the appeal process set out in Sections 20.3 and 20.4 below; except that

suspension or demotion of a probationary employee is at the sole discretion of the Employer and may not be appealed through the processes in this Article or the grievance procedure of this Agreement.

J. In lieu of serving a suspension, employees may either:

1. Substitute accrued vacation and/or compensatory time for any or all of the suspension on an hour for hour basis up to the amount of fifteen (15) days in a three (3) year period. An employee who so chooses shall continue to work, but the amount of time being substituted for the suspension shall be deducted from the appropriate leave balance. Upon substitution the discipline shall be final and no appeal shall be filed; or

2. Substitute a reduction in pay for the suspension. The amount of the total pay reduction will be calculated by multiplying the number of hours the employee would be suspended by the applicable pay rate. The portion of such total amount by which the employee's pay will be reduced during each pay period will be mutually agreed to by the employee and the Employer.

20.2 Due Process Meetings

A. Prior to the final determination, the accused employee will be provided with a copy of the completed investigative file and will be notified of the contemplated discipline.

B. The employee will have a minimum of ten (10) working days for a major complaint or seven (7) working days for a moderate or minor complaint to review the case. This period may be extended if the employee has legitimate justification for an extension.

C. The employee may choose to accept the proposed discipline. If the employee does not accept the discipline, a conference shall be conducted following the period described in Subsection 20.2 B above, unless an extension has been granted or the employee has waived his or her right to this due process meeting. Reasonable extensions shall be granted but there shall be no undue delays between receipt of the contemplated discipline and the scheduling of the conference. The accused employee will be afforded the opportunity to present any mitigating evidence he/she deems pertinent. The employee may submit his or her evidence verbally or in writing. The session shall be tape-recorded. The employee may also record the session or request a copy of the tape made by the employee's appointing authority. The employee may be represented at the conference by his/her attorney and Association representatives, the total not to exceed three (3) people for the employee; provided, however, that only one (1) representative of the employee may speak on behalf of the employee unless requested to do so by the Employer.

D. The appointing authority may submit questions arising from the conference to OPS for follow-up investigation if he/she deems necessary.

E. When making the final decision regarding discipline, the appointing authority will evaluate the mitigating evidence presented by the employee and may consult again with the Commander of OPS.

F. The accused employee will be notified by OPS of the final determination and the employee and the Association will be provided with a copy of all the charges.

20.3 Election of Remedies

Any non-probationary employee who receives a suspension, demotion, or discharge shall be subject to the DRB procedures or the Trial Board procedures. Any probationary employee who receives a discharge shall be subject only to the Trial Board procedures. Only the Association may advance a case to the DRB. If the Association denies the employee's request to proceed to the DRB, then the employee may proceed to the Trial Board. If the employee elects the Trial Board, the provisions of RCW 34.05, RCW 43.43, and WAC 446-08 shall apply. An appeal from the Trial Board to Thurston County Superior Court will not stay the Chief's decision.

20.4 Disciplinary Review Board (DRB)

A. The Association may not appeal a discipline to the DRB unless the employee subjected to discipline has executed a waiver of rights to elect a Trial Board.

B. If the Association elects to appeal to the DRB, the notice shall be filed and served with the Chief's office within ten (10) business days of receipt of the notice of disciplinary charges.

C. If the Association elects the DRB, the discipline will be imposed immediately after the time limit in Subsection 20.4 B has expired.

D. DRB Members

Within thirty (30) calendar days after this Agreement is executed, the parties shall submit to each other, at the same time, a list of two (2) names for the DRB. The two (2) names submitted by the Association will consist of members of the bargaining unit. The two (2) names submitted by the Employer will consist of employees with the rank of RCW lieutenant and above. The names submitted must be current members of the Washington State Patrol who will be willing to serve and who will act fairly and impartially on the DRB. Each party will promptly notify the other of any changes in their named members of the DRB.

E. Chair

The Chair of the DRB shall be a neutral third party jointly selected by the Employer and the Association. The selection of the neutral third party

shall occur whenever a case is referred to the DRB. If the Employer and the Association are unable to agree on a neutral third party, one (1) shall be selected by the alternate-strike method from a regional arbitrator list obtained from the Federal Mediation and Conciliation Service (FMCS). The employee will then be notified of the names of the panel members. The Chair shall conduct the hearing. Scheduling of hearings and decisions on continuances shall be made by the entire DRB. The Chair shall observe but not participate in DRB deliberations until a tie vote is indicated. All hearings must be completed within six (6) months of the selection of the Chair.

F. Exclusions

No member of the DRB shall have been involved in any previous or current disciplinary action concerning the appealing employee. Any DRB member may excuse himself or herself because of bias, prejudice, or other reason, and is subject to challenge for cause. The Chair of the DRB shall resolve all challenges for cause. In the event that a member is unable to participate, either party can elect to proceed with the remaining members or choose a replacement member. If the replacement member is necessary, the party needing the replacement member shall name the replacement DRB member.

G. Record

The record before the DRB shall be developed pursuant to Chapter 13.00.080 and 13.00.150 of the Regulation Manual, except as provided herein. Discovery shall be pursuant to Chapter 13.00.160 of the Regulation Manual. Charges shall be proven by a preponderance of the evidence. The proceedings before the DRB shall be tape-recorded.

H. Hearings

The Chair of the DRB shall act as the presiding officer and shall make rulings on evidence. All DRB members may ask questions of witnesses. Evidence shall be admitted as to whether written regulations of the Employer contained in the Regulation Manual were violated; but the DRB is not the forum to contest the wisdom or efficacy of such regulations. The parties shall be encouraged to stipulate to facts.

I. Work Record

The work record of the employee may be admitted only to assist the DRB in fixing sanctions.

J. Other Discipline

Discipline in similar cases shall be relevant to the fixing of sanctions.

K. Costs

The parties will split the fees for the services of the Chair of the DRB, the costs of the hearing facility, and any related costs. Witnesses shall be

compensated in accordance with state law. Each party will pay its own attorney fees and any other expenses of its representatives.

L. Finality
The decision of the DRB, which shall be rendered in writing no later than thirty (30) calendar days after the close of the hearing, shall be final and binding on the parties, subject to reversal only if the DRB has made an error of law under RCW 34.05.

M. Jurisdiction
The DRB shall not have the authority to interpret violations of constitutional or statutory provisions.

N. Association's Duties
Consistent with its duty of fair representation, the Association may elect to represent a member before the DRB.

ARTICLE 21
GRIEVANCE PROCEDURE

21.1 Purpose
The purpose of this grievance procedure is to establish effective procedures for the fair, expeditious, and orderly resolution of grievances at the lowest possible level. Within this spirit, the following procedure is not to substitute or in any way inhibit open communications between the employee and supervisor. In addition, nothing in this Article shall prevent the Association President from informally discussing matters of concern to the Association with the Chief.

21.2 Exclusivity
This grievance procedure shall be the exclusive grievance procedure for the resolution of disputes regarding the specific meaning, interpretation, or application of the express provisions of this Agreement for all employees of the bargaining unit.

21.3 Definition
A grievance is an allegation by an employee, or by a group of employees (with respect to a single common issue), or by the Association, involving the meaning, interpretation, or application of the express provisions of this Agreement.

21.4 Filing
A. Any employee, the Association, or any group of employees covered by the Agreement who believe they have been aggrieved may file a grievance in accordance with the provisions of this Article. In the presentation of grievances, involved employees will not be discriminated against, interfered with, restrained, or suffer any reprisals as a result of the grievance.

B. A grievance filed by an individual employee will be signed by the individual employee and will cover only the individual employee filing the grievance.

C. A grievance filed by a group of employees will be signed by each aggrieved employee and will cover only each individual employee signing the grievance.

D. A grievance filed by the Association will be signed by a representative of the Association and will cover all aggrieved bargaining unit employees in accordance with Section 21.10, Group Grievances.

E. When a grievance reaches the Step 2 level, the Employer shall provide the Association President with a copy of the grievance. Failure to do so will have no penalty or substantive effect on the grievance process.

21.5 Suspension, Demotion, and Discharge

The established statutory disciplinary process of the Trial Board and/or Superior Court, or the Disciplinary Review Board, shall be the sole remedies for an employee who is suspended, demoted, or discharged.

21.6 Procedure

A grievance shall be processed in the following manner:

Step 1

A. The affected employee(s) and/or the Association shall submit the grievance in writing to the affected employee's immediate supervisor within twenty (20) calendar days after the grievant becomes aware of its occurrence or should have been aware of the occurrence. The supervisor shall promptly forward the grievance to the district/division commander. The grievance shall state the facts of the grievance, the date on which the incident occurred, the Article and Section of the Agreement alleged to be violated, and the remedy sought. The division/district commander shall respond in writing within thirty (30) calendar days of receipt of the grievance. The district/division commander shall consult with the WSP Labor and Policy Advisor prior to making his/her decision on the grievance.

B. The response to a grievance up to and including the district/division level shall not set a precedent for any future grievance and shall not be introduced as evidence of past practice or for any other purpose in an arbitration proceeding. This shall apply only to a grievance over matters which may differ from district to district or division to division. Nothing in this Section shall be interpreted to allow the Employer or the Association to violate this Agreement.

Step 2

If the grievance is not resolved at Step 1 the grievant and/or Association may present it in writing to the Chief within twenty (20) calendar days after the response specified in Step 1 is received. The Chief or the Chief's designee shall schedule a hearing with the Association and the grievant to discuss the grievance. The grievant's participation shall not be mandatory but shall be strongly encouraged. The WSP Labor and Policy Advisor, in consultation with the Chief, shall attempt to resolve the grievance after considering the information provided by the grievant and Association. The Chief or designee shall respond in writing within twenty (20) calendar days after the hearing.

Step 3

A. If the grievance is unresolved at Step 2 the Association may refer the grievance to arbitration within thirty (30) calendar days after receipt of the response specified in Step 2. The parties shall jointly attempt, within ten (10) calendar days from the date of the written appeal of the grievance to arbitration, to select an arbitrator. The arbitrator shall be selected from the same list and in the same manner as set forth in Article 20.4 E. The parties shall complete the striking of names within ten (10) calendar days of the receipt of the list. The arbitrator shall be notified of the selection by a letter from either the Employer or the Association. All arbitration hearings shall be held in Olympia, Washington (unless the parties mutually agree otherwise).

B. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of any state law. The arbitrator shall submit, in writing, the decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final; however, a decision which exceeds the authority granted herein may be appealed to a court of proper jurisdiction.

C. More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.

21.7 Expenses

Expenses for arbitration shall be shared equally by both parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript, all copies, and all other recording and/or transcription costs.

21.8 Time Limits

A. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete actions within the time limits contained in the grievance procedure; however, with the mutual written consent of the parties, the time limitation for any step may be extended.

B. If at any step of the grievance procedure the Employer fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure, unless withdrawn by the grievant or the Association. If the employee or Association fails to advance the grievance within the time limits specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

C. No grievance shall be entertained or processed unless it is submitted within twenty (20) calendar days after the employee concerned has become aware, or should have become aware, of the event or occurrence giving rise to the alleged grievance. The time limits in this grievance procedure shall be deemed to have been met if the response or submittal is faxed, emailed or post-marked within those time frames.

21.9 Release Time

All grievances shall be heard on paid status for the aggrieved employee; however, should it be necessary to adjust an employee's schedule on the day of the grievance hearing, no overtime or penalty payment shall be incurred as a result of the schedule change. If a grievance hearing extends beyond the employee's normal shift, no overtime will be paid for the time beyond the employee's normal shift length. Whenever possible the parties agree to conduct grievance hearings by telephone. In those cases where the parties agree to conduct an in-person hearing, the aggrieved employee may use a state vehicle to travel to the hearing. The aggrieved employee may have the Association representative from the area of the aggrieved employee accompany him/her through the grievance steps. The Association President or Vice President may be substituted for the area representative at the Association’s discretion. The Association representative shall be authorized to use a state vehicle for transportation and shall be in paid on-duty status while traveling to or from or attending grievance hearings, without earning overtime.

21.10 Group Grievances

The Association may file a group grievance without mutual agreement at Step 3 of the grievance procedure within fifteen (15) calendar days after the grievants become aware, or should have become aware, of its occurrence. Such grievance shall identify the class of employees covered by the grievance, the date on which the incident occurred, the Article and Section of the Agreement alleged to be violated, the facts of the grievance, and the remedy sought. The Employer's obligation to respond to the grievance shall not begin to run until the Association submits to the Employer a list of the employees covered by the grievance. If the Association does not submit this information within sixty (60) calendar days of the filing of the grievance, the grievance is deemed to be withdrawn. The Employer's potential liability extends only to the named class. Failure to identify the facts of an employee's grievance constitutes withdrawal from the group grievance of that employee. A group shall be defined as five (5) or more employees. The Employer and the Association shall fully cooperate on the identification of the individual members of the class. Only one (1) employee from the group may attend in paid status in accordance with Section 21.9, Release Time, unless more than one (1) employee is necessary in order to completely present the facts through the group grievance process, and then only long enough to present the testimony.

ARTICLE 22
LABOR RELATIONS ADVISORY COMMITTEE

22.1 Purpose

The purpose of this Article is to establish an orderly procedure for review of matters appropriate for discussion between the parties. Said matters will be limited to those of a group nature (1) that have been established as or appear to be systemic causes for grievance(s) or misunderstanding(s); or (2) that may improve the efficiency or effectiveness of district/section operations. These discussions may take place in advance of intended implementation of changes to provide the Association ten (10) working days to consider the issues and/or advance alternative suggestions. The Labor Relations Advisory Committee is not a forum for ongoing or revisionary negotiations.

22.2 Composition of Committee

There is hereby established a Labor Relations Advisory Committee (LRAC). This committee shall be composed of three (3) Association representatives, three (3) Washington State Patrol management representatives, not including one (1) member of the Employer's Labor Relations staff, who will serve the committee as its coordinator and as the meeting facilitator. Additionally, the Employer and the Association may have in attendance at the meetings of the LRAC its choice of labor representative for the purpose of counseling their respective representatives.

22.3 Meeting Dates

A. Meetings of the LRAC shall be held at the mutual consent of the Employer and the Association. All meetings of the committee shall be held at a mutually agreeable location.

B. Agenda items which comply with Section 22.1, submitted at the time the request to meet is made, shall be included on the agenda of the next meeting, and reasonable time shall be given to discuss those items.

22.4 Attendance of Association Representatives

Meetings will be held during business hours. Association representatives shall not lose time or pay for time spent traveling to or from, or attending such meetings, provided that overtime shall not be accrued. Shift adjustments on the day prior to and on the day following such meetings are authorized to allow for travel time. Expenses for meals and lodging for the Association members shall not be paid by the Employer.

22.5 Relationship to Grievance Procedure and Other Contractual Guarantees

The LRAC shall be a forum for the resolution of potential problems that is in addition to the forum presented by the grievance procedure in this Agreement. Nothing in this Article shall be construed as limiting the right of the Association or any of its members to file and process a grievance for an alleged violation of this Agreement;. Further, nothing in this Article, nor the exercise or lack of exercise of any rights under this Article, shall be construed as a waiver of any other rights which the Association or its members shall possess.

ARTICLE 23
GENERAL PROVISIONS

23.1 New Rules and Regulations

The Employer agrees to make available a copy of new rules and regulations to each employee. A copy of new statewide rules and regulations will be provided to the Association's office within seven (7) calendar days of date of publication. New local district policies will be provided to the Association district representatives within seven (7) calendar days of implementation.

23.2 Uniforms and Equipment

A. The Employer agrees to provide required uniforms and equipment for employees in the bargaining unit. The uniforms provided shall furnish warmth, protection, and comfort to the employee.

B. The Employer agrees to repair or replace Employer-owned uniforms damaged, destroyed, or excessively soiled on duty unless gross negligence can be shown on the part of the employee.

C. The Employer agrees to repair or replace employee-owned equipment damaged or destroyed beyond normal wear while on duty unless gross

negligence can be shown on the part of the employee. The Employer is only obligated to reimburse the employee for personal property when the employee has received prior written approval to use the personal property while on duty. Repair or replacement of watches will be for actual cost not to exceed fifty dollars ($50); other items will be at "fair market" value. Claims for damaged eyeglasses shall be processed through the Department of Labor and Industries.

D. The Employer agrees that all changes to the current uniform and uniform requirements shall be referred to the Labor Relations Advisory Committee process at the Association's request.

23.3 Individual Activity Record

Upon request, an employee shall have access to activity reports kept by the Employer of which he/she is the subject. If the activity records are used to determine that an employee's performance is substandard, upon request, the employee shall receive an explanation of the basis for the substandard determination.

23.4 Tuition Reimbursement

A. The Employer will reimburse a full-time employee for the cost of tuition in accordance with Regulation 10.12.060 and for the cost of books as long as the subject matter of the specific course or course of study is job-related and the tuition costs do not exceed those found at a state university. The employee must receive approval from the Chief prior to taking the course. Tuition reimbursement shall be approved for all job-related undergraduate and graduate work. A request for tuition shall not be unreasonably denied.

B. If an employee receives a scholarship, the total amount of the reimbursement from the Employer, combined with the scholarship, shall not exceed one hundred percent (100%) of the cost of tuition and books.

C. A satisfactory grade of C or higher or equivalent is required for reimbursement, and a copy of the course transcript showing satisfactory completion, along with a copy of the approved reimbursement application, a copy of the registration or receipt showing the amount paid, and a taxability of tuition reimbursement Interoffice Communication shall be submitted with the reimbursement request within sixty (60) calendar days of receiving final grades.

D. In the event the Employer directs an employee to attend any formal training course, the costs of all books and incidental fees will be paid by the Employer. "Life experience" credits will be reimbursed on a per-credit basis, not to exceed the University of Washington tuition rates.

E. Once a request for tuition reimbursement has been approved, the Employer will reimburse the cost of tuition as provided above. Approved

tuition reimbursements shall be paid to the employee within sixty (60) calendar days of timely submission to the Employer. An employee shall not receive federal or state educational reimbursement funds that exceed the total tuition for any course.

F. If an employee receiving tuition reimbursement misses two (2) consecutive terms of school, the Employer shall send a letter requesting the employee notify the Employer of whether the employee intends to continue to attend school. If the employee does not attend school during the following two (2) terms then the employee must reapply for tuition reimbursement when attendance resumes.

G. When an employee completes an educational program, the employee shall notify the Employer so the Employer can remove the employee's name from the tuition reimbursement list. If the employee pursues an additional degree then the employee must reapply for tuition reimbursement.

H. No more than twenty-five percent (25%) of the bargaining unit members shall receive tuition reimbursement at any given time. If at any time the maximum twenty-five percent (25%) limit is reached, then all subsequent requests for tuition reimbursement shall be placed on a waiting list in order of the date of application.

23.5 Continuing Education

The Employer will make a reasonable effort to accommodate the needs of employees who wish to pursue their education without taking a leave of absence, subject to the following regulations:

A. Employees shall submit a request to the district/division/section commander.

B. Adequate availability of the employee shall be maintained.

C. Employees' work performance must continue at an acceptable level.

D. Classes shall not be attended on state time. Employees may not attend classes in uniform, but may use state vehicles to drive to and from the classes, and may split their shifts to enable attendance at the classes, subject to supervisory approval, as long as the class is not disjunctive from the shift. The Employer shall have full discretion as to the use of state equipment.

E. When several members of a detachment or section wish to attend classes, the following shall be considered in resolving conflicts:

1. Seniority in rank/position, by commissioned time, Agency time, and total state service time;

2. Date of request to attend classes; and

3. Evaluation of the employee's goals.

F. Upon completion of an educational program, employees shall forward to the Human Resource Division copies of certificates, transcripts, or degrees attached to a completed Employee Status Report.

23.6 Defense Cost Reimbursement.

Subject to the provisions set forth below, the Employer agrees to reimburse an employee for reasonable, usual, and customary legal fees incurred as a direct result of a criminal investigation or criminal charges arising out of the employee's involvement in actions in the performance of his/her duty. Reimbursement will not be made if: (1) the employee is convicted (by verdict or plea) of any criminal charges arising out of the incident; or (2) the Employer sustains disciplinary charges on the basis of the employee's actions that formed the basis of possible criminal liability, and the disciplinary charges are sustained upon final appeal; or (3) the employee resigns before a final determination on a disciplinary charge is made. The following provisions shall apply to reimbursement under this Section:

A. Reimbursement shall be made only at the conclusion of all criminal and disciplinary proceedings against the employee that arise out of the incident.

B. The defense costs subject to Employer reimbursement shall begin to accrue only after: (1) either the Employer or an official of another law enforcement agency conducting an investigation notifies the subject employee that a statement or interview (voluntary or otherwise) is requested; or (2) criminal charges are filed against the subject employee.

C. The maximum amount of defense costs subject to reimbursement under this Section is five thousand dollars ($5,000); provided, however, that the Chief retains the right to reimburse defense costs in excess of such amount on a case by case basis at the Chief's sole discretion.

D. If the Attorney General's office assumes representation of a subject employee under RCW 10.01.150, the Employer's obligation under this Section shall be limited to the amount of costs incurred before the date representation by the Attorney General's office commenced, up the maximum amount in Subsection 23.6 C above.

E. Prior to reimbursement being required, the Employer shall be presented with an itemized, detailed invoice from the attorney. If the Employer believes the charges exceed a reasonable, customary, and usual amount, the Employer may submit the invoice to the Washington State Bar Association for review. The decision of the Bar Association as to a reasonable amount shall determine the Employer's reimbursement obligation under this Agreement.

23.7 Travel

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management. Subject to operational necessity and availability of rooms, such per diem may be used for a single room; provided, however, that the employee shall be responsible for any difference between the per diem and the actual room rate.

23.8 Eligibility for Detective Assignments

An employee is not eligible for detective assignments unless he/she has completed four (4) years of commissioned service; however, if there is no qualified employee with four (4) or more years of commissioned service who applies for the detective assignment, the assignment may be filled with an employee with less than four (4) years of commissioned service. Detective position vacancies shall be filled by first allowing detectives within the division qualified to perform the work to apply for lateral transfer. Transfer approval shall be at the discretion of the division commander. Remaining vacancies will be filled according to the current detective selection process.

23.9 Motorcycles

A. Employees shall be allowed to submit requests at any time for basic Employer motorcycle training for motorcycle assignments. Requests for training for motorcycle assignments shall be reasonably considered in order of the date of request. Request for motorcycle training shall be logged on a statewide motorcycle training request list maintained at Field Operations Headquarters. Motorcycle assignments shall be classified as line assignments.

B. The Employer will advertise all open positions for motorcycle officers in the Daily Bulletin, and interested applicants may submit requests for consideration via normal channels. Openings will be filled according to the following:

1. Employees currently assigned as motorcycle officers will be given first priority. In the event two (2) or more employees currently assigned to motorcycles request transfer to the open position, the employee with the most "motorcycle seniority" (total time spent riding a motorcycle on a full-time basis during employment with the Agency regardless of any breaks in motorcycle service) will be given first consideration. If both applicants have equal motorcycle seniority, the definition of seniority specified in Article 8 of this Agreement shall determine the selection.

2. If the open position is not filled in accordance with Subsection 23.9 B 1 above, employees who were previously: (a) trained to ride motorcycles; (b) held motorcycle certifications; and (c) rode motorcycles on a full-time basis will be considered. In the event

two (2) or more employees that meet the criteria set forth in this Subsection request transfer to the open position, the employee with the most motorcycle seniority will be given first consideration. If both applicants have equal motorcycle seniority, the definition of seniority specified in Article 8 of this Agreement shall determine the order of consideration. Employees considered but not selected shall be notified of the reason for the denial, and may appeal that denial to the Chief. The Chief's decision shall be final.

3. If the position is not filled by employees who meet the criteria in either Subsection 23.9 B 1 or 2 above, employees who are alternates will be given third priority for consideration. In the event two (2) or more employees who are alternates apply for the open position, the certified employee with the most motorcycle seniority will be given first consideration. If both have equal motorcycle seniority, the definition of seniority specified in Article 8 of this Agreement shall determine the order of consideration. Employees considered but not selected shall be notified of the reason for the denial, and may appeal the denial to the Chief. The Chief's decision shall be final.

4. If the position is not filled by employees who meet the criteria in Subsection 23.9 B 1, 2 or 3 above, employees currently trained but not assigned or certified as motorcycle officers will be given fourth priority for consideration. In the event two (2) or more trained but not assigned or certified employees apply for the open position, the employee with the earliest date of graduation from basic motorcycle training, notwithstanding breaks in motorcycle service, will be given first consideration. If both have the same date of graduation from basic motorcycle training, the definition of seniority specified in Article 8 of this Agreement shall determine the order of consideration. Employees considered but not selected shall be notified of the reason for the denial, and may appeal that denial to the Chief. The Chief's decision shall be final.

5. If no employees who meet the criteria in Subsection 23.9 B 1, 2, 3 or 4 above apply for an opening, selection will be based on an oral interview, resume review, Office of Professional Standards history, Job Performance Appraisals, and evaluation of narrative command recommendations. The interview panel will consist of representatives from the Employer and one (1) representative from the Association. The panel shall make their recommendation to the district captain for final determination. This determination is not subject to the grievance procedure of this Agreement.

C. There shall be one (1) alternate in each district where motorcycles are assigned. District commanders have the authority to assign alternates to

motorcycle duties at their discretion, provided that the assignment meets the operating needs of the district. The failure of an alternate to fill a temporary vacancy arising in his/her district area in accordance with Subsection 23.9 D below shall result in the alternate being removed from consideration for any future motorcycle position unless his/her refusal results from a documented medical condition that prevents the alternate from riding.

D. In the event an employee currently assigned as a motorcycle officer on a full-time basis is prevented from performing his/her motorcycle assignment because of a medical condition for thirty (30) calendar days or more, the employee's motorcycle position shall be filled by an alternate.

E. In the event the employee currently assigned as motorcycle officer on a full-time basis is prevented from performing his/her motorcycle assignment for six (6) months or less because of a medical condition, when he/she returns from Temporary Disability Leave (TDL) he/she shall be returned to his/her motorcycle assignment upon applying for the assignment and being certified as able to perform the essential functions of the job.

F. In the event the employee currently assigned as motorcycle officer on a full-time basis is prevented from performing his/her motorcycle assignment for more than six (6) months because of a medical condition, the position may be filled permanently in accordance with this Section. If, after TDL is exhausted, the employee is placed on disability or in a long term limited duty position and is subsequently returned from disability or the long term limited duty assignment to a line assignment and is certified as being able to perform the essential functions of the job, and his/her prior motorcycle assignment was not filled by an alternate but filled by a permanent replacement, the employee will be guaranteed the opportunity to fill the first available motorcycle vacancy and each subsequent motorcycle vacancy until he/she takes a motorcycle assignment.

23.10 Canine Handlers

A. Canine handlers will be selected in accordance with the Canine Unit Manual.

B. Currently assigned canine handlers will have priority, by Agency seniority or by selection by the Employer, in filling any new canine team vacancies.

C. Non-routine care of the canine, i.e., veterinary visits, etc., which occur off-duty will be compensable, in addition to the scheduled workday.

D. Assignment as a canine handler will be a three (3) year minimum commitment; however, employees will not be prevented from testing for,

and receiving, promotional opportunities while assigned as canine handlers.

E. The Employer acknowledges that the work of using canines to provide law enforcement services at Washington State Ferry terminals and on Washington State Ferry vessels is work that has historically been done by members of the bargaining unit.

ARTICLE 24
STRIKES

24.1 Strikes

The Association and its members guarantee that they will not initiate, cause, permit, participate, or join in any strike, unauthorized absenteeism, work stoppage or slowdown, or other interruption of Employer services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line. The Association and its members recognize that participation in such action is contrary to Washington State law.

24.2 Lock Out

The Employer will not lock out employees as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 25
SMOKING

25.1 Employees shall not smoke in state buildings or in state-owned pool vehicles. An employee may smoke in the state-owned vehicle that is assigned to him/her; provided, however, that the employee may not smoke if there is any other passenger in the vehicle.

25.2 Employees shall not smoke while on duty and in contact with the public.

25.3 Upon request and subject to the reasonable operating needs of the Employer and applicable statutes, the Employer will attempt to provide an outdoor covered area for smoking.

ARTICLE 26
OFF DUTY EMPLOYMENT

26.1 Employees, other than newly commissioned, probationary employees and undercover detectives pursuant to Sections 26.2 and 26.3 below, may engage in off-duty employment provided that the employee has submitted an annual written request to the Chief and that the Chief's approval has been granted prior to

engaging in such employment. The Chief's approval will not be unreasonably withheld and shall be based upon the following criteria:

A. That such employment does not interfere with performance of assigned duties.

B. That such employment does not detract from the efficiency of the employee and his/her work with the Employer.

C. That such employment is not a discredit to the Employer.

D. That the outside job, including self-employment, will not:

1. Result in a conflict of interest; or
2. Result in outside work during an employee's work shift.

26.2 Probationary Employees

Probationary employees shall not be permitted to engage in uniformed, off-duty employment. This limitation shall not apply to Agency contract overtime.

26.3 Detectives

A. Any detective assigned undercover to a narcotics investigation unit and any detective assigned undercover to an Organized Crime (OC) intelligence unit will not be approved for uniformed, off-duty employment.

B. A detective assigned other than to an undercover narcotics investigation unit or undercover to an OC intelligence unit who applies for uniformed, off-duty work will be approved/disapproved on a case-by-case basis.

C. If a detective who is not approved for uniformed off-duty work disagrees with the decision, he/she will be allowed to appeal the decision to the Assistant Chief in charge of the Investigative Services Bureau for a review of the record.

26.4 Emergency short-term, off-duty employment requests may be verbally approved by the Employer, when the approval cannot be expedited in a timely manner in writing. Within seven (7) calendar days of verbal approval, a written report will be required from the employee describing the type of work, hours incurred, and employer.

26.5 If an employee submits an off-duty, uniformed employment application to work for a company that has been approved by the WSP and that currently employs at least twenty-five (25) other commissioned WSP officers, and the employee is approved to work for that company, that approval will apply to all companies that meet the criteria. The employee will not have to submit separate off-duty applications to work for the other companies that meet the criteria. The employee

will be bound by the limitations on the off-duty employment application when working for any of the approved companies.

A. The off-duty companies that employ more than twenty-five (25) WSP commissioned officers will be required to submit to the WSP Labor and Policy Advisor on January 15th of each year a complete list of all WSP officers that have worked for their company during the previous year.

B. The off-duty companies that employ more than twenty-five (25) WSP commissioned officers will be required to provide to the WSP each year a copy of a liability insurance policy covering the WSP officers working uniformed, off-duty in the amount of at least one million dollars ($1,000,000) for such things as false arrest, use of force, etc.. The policy must be provided to the WSP on the issue date of the new policy. Failure to maintain liability insurance as outlined above will result in an immediate revocation of approval for any WSP commissioned officer to work off-duty for that company.

26.6 WSP Regulation 8.00.280 in effect as of the date of this Agreement shall govern off-duty employment. Further changes to such regulation shall be subject to the normal collective bargaining rules contained in RCW 41.56.

26.7 Where the use of vehicles is authorized, the reimbursement for the use of the WSP vehicle will be at the prevailing state employee rate for mileage plus five dollars ($5.00) per hour for each hour the vehicle is in use by the off-duty uniformed employee, to be calculated from the time the employee leaves his/her residence to the time that he/she returns to the residence if the employee is driving his/her assigned vehicle. If the employee is not driving his/her assigned vehicle, reimbursement will be calculated from the time the employee leaves the location where he/she picks up the vehicle to the time he/she returns the vehicle. An employee not driving his/her assigned vehicle is required to use his/her personal vehicle to reach the pick up location. The WSP shall be provided in advance with specific details of when the vehicle is used and the reason for the use, and the employee or off-duty employer must receive written permission to use the vehicle. The employee or off-duty employer shall provide a statement of the actual time of use and mileage and reimbursement for the use within two (2) weeks after the use of such vehicle.

ARTICLE 27
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS INCORPORATED BY REFERENCE INTO THIS AGREEMENT

The following Memoranda of Understanding (MOU) and Settlement Agreements are incorporated into this Agreement by reference and shall remain in full force and effect during the term of this Agreement. (See Appendix C for the texts of these agreements.)

1. MOU dated February 27, 2003 regarding combining Gig Harbor and Tacoma Freeway detachments.

2. MOU dated March 14, 2003 regarding District 6 APA boundaries.

3. Settlement Agreement dated April 29, 2003 regarding call-out pay.

4. Settlement Agreement dated May 16, 2003 regarding District 1 annual leave scheduling.

5. MOU dated October 1, 2007 regarding Lieutenant Examination.

6. MOU dated December 28, 2007 regarding Sergeant Transfers.

7. MOU dated August 14, 2008 regarding Sergeant Examination.

8. MOU dated July 6, 2009 regarding Zone 1 Residency.

9. MOU dated August 11, 2009 regarding Vehicle Collisions and Driver Recertification.

10. MOU dated February 8, 2012 regarding DARPA.

11. MOU dated September 12, 2012 regarding TZT Program.

12. MOU dated November 20, 2012 regarding Employees Assigned as Polygraphers.

ARTICLE 28
COMPENSATION

28.1 Effective July 1, 2013, all salary ranges and steps of the WSP Commissioned Officer Salary Schedule that was in effect on June 30, 2013 shall be increased by three percent (3%), as shown in Appendix A.

28.2 Definitions

For purposes of this Article:

A. Base rate of pay is defined as the entry level trooper or sergeant salary including progression adjustments and longevity premium; and

B. Regular rate of pay is defined as the base rate of pay as well as specialty pay, education incentive and geographic assignment pay.

28.3 Progression Adjustments

A. For purposes of Sections 28.3 and 28.4, years of commissioned service shall be calculated the same as seniority in Article 8, Seniority.

B. Troopers will receive a six percent (6%) progression adjustment six (6) months from their commission date and annually thereafter, in accordance with the WSP Commissioned Officer Salary Schedule as shown in the applicable Appendix, until they reach their fifth (5th) year of commissioned service, at which time they will become eligible for longevity premium increases.

28.4 Longevity Premium Pay

Employees will receive longevity pay in accordance with the following schedule:

A. Two percent (2%) longevity pay based upon the top pay step of the Commissioned Officer Salary Schedule shall be added to the salaries identified in the applicable Appendix for all employees with five (5) through nine (9) years of commissioned service. Effective July 1, 2014, longevity pay based upon the top pay step of the Commissioned Officer Salary Schedule shall be added to the salaries identified in the applicable Appendix for all employees with five (5) through nine (9) years of commissioned service shall be increased to three percent (3%).

B. An additional two percent (2%) longevity pay shall be added for all employees with ten (10) through fourteen (14) years of commissioned service.

C. An additional two percent (2%) longevity pay shall be added for all employees with fifteen (15) through nineteen (19) years of commissioned service.

D. An additional two percent (2%) longevity pay shall be added for all employees with twenty (20) or more years of commissioned service.

28.5 Education Incentive

A. The following monthly education incentive pay will be paid to each employee upon completing the listed degree and providing proof of completion to the Agency.

Associate Degree	Two percent (2%)
Bachelor Degree	Four percent (4%)

B. The above percentages will be based upon the employee's base rate of pay.

C. An employee will be entitled to one (1) education incentive pay only.

D. Degrees must be from an accredited institution of higher education.

28.6 Shift Differential

Shift differential will be paid at five percent (5%) of the employee's regular rate of pay for all hours worked between six (6:00) p.m. and six (6:00) a.m., including overtime hours.

28.7 Specialty Pay

A. The Employer will pay specialty pay as follows to employees assigned primarily to the following responsibilities:

Premium	Monthly Rate
Academy Staff	Five percent (5%)
Armorer	Two percent (2%)
Auto Theft of the Year (FOB troopers only)	Three percent (3%)
Bomb Technician	Five percent (5%)
Canine Handler	Three percent (3%)
Canine Training Officer	Five percent (5%)
Certified Tech of the Year	Three percent (3%)
Command Pilot	Fifteen percent (15%)
Detective	Three percent (3%)
Executive Protection Unit	Ten percent (10%)
Motorcycle Officers	Four percent (4%)
Multi Engine Pilot	Ten percent (10%)
Single Engine Pilot	Five percent (5%)
SWAT Member	Three percent (3%)
Trooper of the Year	Three percent (3%)

B. In addition to the specialty pay listed above, the Detective of the Year will receive a one-time lump sum payment of two hundred dollars ($200).

C. The above percentages will be based upon the employee's base rate of pay.

D. Except as provided below, employees may hold up to two (2) full-time percentage specialty assignments.

E. An employee is limited to holding one (1) full-time percentage specialty assignment if the monthly rate for such assignment is ten percent (10%) or above.

F. Subsection 28.7 D above shall not preclude any employee from receiving one (1) or more lump sum payments in addition to his/her percentage specialty payments.

28.8 Field Training Officer (FTO)

Troopers assigned as a FTO will be compensated an additional ten percent (10%) of their regular rate of pay for all hours worked as a FTO. Sergeants will be

compensated an additional five percent (5%) of their regular rate of pay for all hours worked as a FTO supervisor.

28.9 Geographic Assignment Pay

A. The Employer will pay employees assigned to the following positions an additional seven percent (7%) of their base rate of pay:

District	Detachment	Location	Position #
8	Port Angeles	Forks	6629
8	Port Angeles	Forks	6633
7	Burlington	Newhalem	6571
4	Colville	Republic	6911

B. In recognition of the fact that the higher cost of living impacts the ability to recruit and/or retain employees and impairs the effective operation of the Agency, the Employer will pay employees in positions located in King, Pierce or Snohomish Counties the following additional percentage applied to the employee's base rate of pay:

County	Percent of base rate
King	Ten percent (10%)
Pierce	Three percent (3%)
Snohomish	Five percent (5%)

28.10 Employee-In-Charge Compensation

A. To be compensated for temporarily assuming the duties of a supervisory position, the supervisor must be gone for forty (40) or more consecutive hours. If more than one (1) employee is appointed to work in the supervisor's position, each employee will be compensated for the actual time worked, provided each employee has worked at least eight (8) consecutive non-overtime hours in the position.

B. Employees will not be compensated at the higher level for time not worked while on any paid leave or while attending court in overtime status. If a holiday occurs during the appointed time period that qualifies for in-charge pay, the employee will be compensated as stated above and will be eligible for holiday credits in accordance with Article 13, Holidays.

C. Compensation for troopers assuming the duties of a sergeant in accordance with this Section will be an additional fifteen percent (15%) of the trooper's regular rate of pay. Compensation for sergeants assuming the duties of a lieutenant in accordance with this Section will be an additional seventeen and three-tenths percent (17.3%) of the sergeant's regular rate of pay.

28.11 Salary upon Promotion

Employees who are promoted will be compensated at the higher level based on their longevity as a commissioned employee and education incentive pay.

28.12 Clothing Allowances

A. Upon selection as a detective, and annually thereafter on the anniversary date of selection, detectives will receive a clothing allowance of six hundred dollars ($600).

B. Upon selection for the Executive Protection Unit (EPU), and annually thereafter on the anniversary date of selection, employees will receive a clothing allowance of seven hundred dollars ($700).

28.13 Certified Technical Specialist and Certified Reconstructionist

A. The Employer shall pay all certified technical specialists a total of five hundred dollars ($500) per year, and shall pay all certified reconstructionists a total of seven hundred and fifty dollars ($750) per year. For the calendar year in which an employee is first certified, the Employer shall pay an amount prorated from the beginning of the month following certification. These payments shall be made annually in December.

B. Current Certified Technical Specialists and/or Reconstructionists

All WSP sergeants (permanent and probationary) who are currently certified technical specialists and/or reconstructionists will receive the specialty pay associated with those assignments in accordance with Subsection 28.13 A above, except as outlined below.

1. The Employer may, at its discretion, prohibit a probationary sergeant who is a certified technical specialist and/or reconstructionist from performing the duties associated with such assignment and eliminate the specialty pay for such assignment if performance or other difficulties arise. Upon successful completion of the probationary period, a sergeant who has been prohibited from performing the duties associated with a technical specialist and/or reconstructionist assignment and has had his/her specialty pay eliminated, shall be allowed to re-certify in accordance with Subsection 28.13 B 2 below.

2. Sergeants who have been certified as technical specialists and/or reconstructionists and who have allowed such certification to lapse may apply for the opportunity to renew their certification. After applying, sergeants will be allowed to re-certify as space in certification classes becomes available, provided that classroom space will first be offered to troopers interested in becoming certified in these specialties.

3. All sergeants receiving specialty pay for being certified technical specialists and/or reconstructionists will be expected to meet the certification requirements established as a result of the program developed by the Collision Investigation Certification committee.

4. Current Criminal Investigation Division (CID) sergeants who supervise collision investigation detectives and who are not currently certified technical specialists will have the opportunity to become certified or update their certification at the next certification class with a vacancy. After troopers, they will have first priority to attend the certification classes.

5. Sergeants entering CID and assigned to supervise collision investigation detectives will be required to either be a certified technical specialist or to successfully complete certified technical specialist training within one (1) year of their appointment into CID, or at the next certification class if no class is offered within the one (1) year time frame. As of January 9, 2001, current CID sergeants assigned to the CRASH program (supervising collision detectives) who are not certified technical specialists do not have to complete certified technical specialist training to retain their appointment.

28.14 Drug Recognition Expert (DRE)

A. The Employer shall pay each certified DRE a total of five hundred dollars ($500) when the certified DRE completes a minimum of five (5) evaluations within the yearly period. The yearly period shall run from November 1 through October 31, with the tally of completed evaluations made on November 1 each year. Payment shall be made annually in December.

B. Any DRE who does not complete five (5) evaluations in the first year of certification will be dropped from the program and any DRE who does not complete five (5) evaluations in each year after the first year will no longer receive the additional compensation referenced in Section 28.14(A). DREs may self-initiate evaluations. In the event an evaluation is terminated before it is completed, it shall be deemed completed for the purpose of sections 28.14(A) and (B). Training and/or mock evaluations will not be considered evaluations under Article 28.14.

C. The face sheet and narrative report for all evaluations must be submitted to the program coordinator by November 1 for payment in December.

28.15 Parking

The Department of General Administration will manage parking on the Capitol Campus in accordance with RCW 46.08.172. The Employer will pay all

applicable fees for parking of Agency-issued vehicles for employees assigned to the General Administration Building and/or the Capitol campus.

ARTICLE 29
TERMS, AMENDMENTS, AND MODIFICATION OF THE AGREEMENT

29.1 Effective Dates

All provisions of this Agreement shall become effective July 1, 2013, and will remain in full force and effect through June 30, 2015.

29.2 Application

The terms and conditions of this Agreement shall apply prospectively. This Agreement may be reopened at any time during its effective term only by mutual consent of both parties. Any and all requests for negotiations on mid-term changes shall be in writing and shall specify items proposed for consideration.

29.3 Supplemental Agreements and Memoranda of Understanding (MOU)

The authority to negotiate supplemental agreements or MOUs rests within the Labor Relations Division (LRD) of the Office of Financial Management. In the event the LRD delegates the authority to negotiate supplemental agreements or MOUs to the Chief of the State Patrol or designee during the term of this Agreement, the following will apply:

A. All supplemental agreements or MOUs will be considered tentative agreements until approved by the LRD; and

B. No supplemental agreements or MOUs may be entered into which conflict with the Agreement without the approval of the LRD.

29.4 Successor Negotiations

Either party may request negotiation 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. This Agreement shall remain in full force and effect during the negotiations for any successor Agreement, but shall remain in effect for no more than a total of three (3) years.

APPENDIX A
WSPTA COMMISSIONED SALARY SCHEDULE
EFFECTIVE JULY 1, 2013

Pay Scale Area	PS Group	PS Level	Base Semi-Monthly Amount	Base Monthly Amount
15 WSP Troopers 0 to 5 Years				
0 to .5 Years	900	A	$ 2004.50	$ 4009.00
.5 to 1.5 Years	900	B	$ 2125.00	$ 4250.00
1.5 to 2.5 Years	900	C	$ 2252.50	$ 4505.00
2.5 to 3.5 Years	900	D	$ 2387.50	$ 4775.00
3.5 to 4.5 Years	900	E	$ 2531.00	$ 5062.00
4.5+ Years	900	F	$ 2683.00	$ 5366.00
17 WSP Troopers > 5 Years				
5 to 10 Years	901	B	$ 2736.50	$ 5473.00
10 to 15 Years	901	C	$ 2791.00	$ 5582.00
15 to 20 Years	901	D	$ 2847.00	$ 5694.00
20+ Years	901	E	$ 2904.00	$ 5808.00
16 WSP Sergeants				
0 to 5 Years	904	A	$ 3084.00	$ 6168.00
5 to 10 Years	904	B	$ 3145.50	$ 6291.00
10 to 15 Years	904	C	$ 3208.50	$ 6417.00
15 to 20 Years	904	D	$ 3272.50	$ 6545.00
20+ Years	904	E	$ 3338.00	$ 6676.00

APPENDIX B
WSPTA COMMISSIONED SALARY SCHEDULE
EFFECTIVE JULY 1, 2014

Pay Scale Area	PS Group	PS Level	Base Semi-Monthly Amount	Base Monthly Amount
15 WSP Troopers 0 to 5 Years				
0 to .5 Years	900	A	$ 2004.50	$ 4009.00
.5 to 1.5 Years	900	B	$ 2125.00	$ 4250.00
1.5 to 2.5 Years	900	C	$ 2252.50	$ 4505.00
2.5 to 3.5 Years	900	D	$ 2387.50	$ 4775.00
3.5 to 4.5 Years	900	E	$ 2531.00	$ 5062.00
4.5+ Years	900	F	$ 2683.00	$ 5366.00
17 WSP Troopers > 5 Years				
5 to 10 Years	901	B	$ 2763.50	$ 5527.00
10 to 15 Years	901	C	$ 2819.00	$ 5638.00
15 to 20 Years	901	D	$ 2875.50	$ 5751.00
20+ Years	901	E	$ 2933.00	$ 5866.00
16 WSP Sergeants				
0 to 5 Years	904	A	$ 3084.00	$ 6168.00
5 to 10 Years	904	B	$ 3176.50	$ 6353.00
10 to 15 Years	904	C	$ 3240.00	$ 6480.00
15 to 20 Years	904	D	$ 3305.00	$ 6610.00
20+ Years	904	E	$ 3371.00	$ 6742.00

APPENDIX C
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

1. MEMORANDUM OF UNDERSTANDING
February 27, 2003
Between the
Washington State Patrol
and
Washington State Patrol Troopers Association

The parties to this agreement are the Washington State Patrol (WSP) and the Washington State Patrol Troopers Association (WSPTA). This Memorandum of Understanding (MOU) resulted from the parties seeking to resolve the issue of combining the geographic detachments of Gig Harbor and Tacoma Freeway into one detachment for the purposes of scheduling, coverage and productivity. The parties agree to resolve this issue under the following terms and conditions:

WSP AND WSPTA AGREE THAT:

1. Effective immediately the geographic detachments of Gig Harbor and Tacoma Freeway will be combined for the purposes of scheduling, coverage and productivity;

2. The MOU dated September 5, 2002, will control the transfer list process for D-1 geographic areas; and

3. The terms of this MOU will constitute a past practice.

WSP AND WSPTA FURTHER AGREE:

1. That this MOU and the parties' mutual obligations under it do not constitute an admission by either party as to a violation of any duty owed to the other party under the WSPTA Collective Bargaining Agreement; and

2. That this MOU shall become effective upon signatures.

DATED this 27th day of February, 2003.

/s/
Deputy Chief Lowell M. Porter, Field Operations Bureau

/s/
Sergeant Robert Thurston, WSPTA President

cc: Ms. Elizabeth Delay Brown, Assistant Attorney General, Attorney General's Office
Mr. Jeff Julius, WSPTA Representative
Ms. Candy Christensen, Human Resource Division Administrator
State Fire Marshal Mary L. Corso, Fire Protection Bureau
Deputy Chief Steven T. Jewell, Investigative Services Bureau
Captain Brian D. Jones, Office of Professional Standards
Deputy Chief Maurice C. King, Technical Service Bureau
Dr. Barry Logan, Forensic Laboratory Services Bureau
Mr. Joseph W. Olson, Labor and Risk Management
Ms. Diane C. Perry, Management Services Bureau
Chief Ronal W. Serpas

APPENDIX C CONT.
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

2. MEMORANDUM OF UNDERSTANDING
March 14, 2003
Between the
Washington State Patrol
and
Washington State Patrol Troopers Association

The parties to this agreement are the Washington State Patrol (WSP) and the Washington State Patrol Troopers Association (WSPTA). The parties desiring to settle issues regarding geographic boundaries in the Othello, Brewster, and Quincy areas enter into this Memorandum of Understanding (MOU) under the following terms and conditions:

WSP AND WSPTA AGREE THAT:

Othello will no longer be considered a separate geographic area within the Moses Lake APA, as of March 1, 2003. Individuals listed on the Othello transfer list will have their names placed on the Moses Lake transfer list. Their position on the Moses Lake list will reflect the same "date of placement" that was recorded on the Othello list;

Brewster will no longer be considered a separate geographic area within the Okanogan APA, as of March 1, 2003. Individuals listed on the Brewster transfer list will have their names placed on the Okanogan transfer list. Their position on the Okanogan list will reflect the same "date of placement" that was recorded on the Brewster list;

Quincy will no longer be considered a separate geographic area within the Ephrata APA, as of March 1, 2003. Individuals listed on the Quincy transfer list will have their names placed on the Ephrata transfer list. Their position on the Ephrata list will reflect the same "date of placement" that was recorded on the Quincy list; and

The terms of this Agreement shall constitute a past practice as to these geographic areas in District 6.

WSP AND WSPTA FURTHER AGREE:

Nothing contained in this MOU shall constitute an acknowledgement by either party that this MOU constitutes a change in Collective Bargaining Agreement language controlling any future disputes or issues that may arise between the

parties. The terms and conditions of this MOU are limited to the specific facts and issues identified in the body of this MOU.

That this MOU and the parties' mutual obligations under it do not constitute an admission by either party as to a violation of any duty owed to the other party under the WSPTA Collective Bargaining Agreement; and

That this MOU shall become effective upon signatures.

DATED this 14th day of March, 2003.

/s/	/s/
Deputy Chief Lowell M. Porter	Detective Sergeant Robert C. Thurston
Field Operations Bureau	WSPTA President

JWO:brw

cc: Ms. Elizabeth Delay Brown, Assistant Attorney General, Attorney General's Office
Mr. Jeff Julius, WSPTA Representative
Ms. Candy Christensen, Human Resource Division Administrator
Captain William F. Larson, District Commander
Mr. Joseph W. Olson, Labor and Risk Management
Ms. Diane C. Perry, Management Services Bureau
Chief Ronal W. Serpas

APPENDIX C CONT.
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

3. SETTLEMENT AGREEMENT
April 29, 2003

Between
Washington State Patrol,
And
Washington State Patrol Lieutenants Association,
and
Washington State Patrol Troopers Association

The parties to this Settlement Agreement are the Washington State Patrol (WSP), the Washington State Patrol Lieutenants Association (WSPLA), and the Washington State Patrol Troopers Association (WSPTA). The parties desire to settle the call-out pay issue first raised by the WSPLA in April of 2002 and as such, enter into this Settlement Agreement under the following terms and conditions:

WHEREAS the parties desire to address an error on the part of the WSP in which call-out pay for WSPLA and WSPTA members has been incorrectly paid:

NOW THEREFORE, WSP, WSPLA and WSPTA, AGREE THAT:

1. The WSP will do a full audit for each employees provided with ca1l-out pay (whether provided in money or compensatory time) during the three (3) year period from April 1999 to April 2002 reflecting: (a) each date the employee worked a call-out assignment, (b) the number of call-out hours worked, (c) the calculation used to determine the amount of call-out pay that was provided to the employee (how the call-out pay was calculated), (d) the calculation used to determine the amount of call-out pay that should have been provided to the employee (how the call-out pay should have been calculated), and, (e) the amount of call out pay determined to be due and owing to the employee.

2. The audit referred to in paragraph 1 above shall be completed no later than May 1, 2003.

3. Upon completion of the audit, the WSP shall provide the WSPLA and the WSPTA with a copy of the full results of the audit.

4. Upon completion of the audit, and prior to June 1, 2003 the WSP shall provide each person identified by the audit as being incorrectly provided with call-out pay (whether provided in money or compensatory time): (a) notification that the individual has been identified as being incorrectly provided with call-out pay, (b) notification of the amount determined to be due and owing to the individual, (c)

the audit results for that individual, (c) notification that unless the employee objects to the amount determined to be due and owing in writing with the specific basis for the objection on or before June 15, 2003 that it will be assumed that the amount is correct. The notification shall be in the form of Attachment A which is attached hereto.

5. The WSP and the appropriate labor organization shall attempt to resolve all objections. Any resolution agreed to by the WSP and a labor organization shall be final and binding upon the WSP, the labor organization, and the employee filing the objection. Objections not resolved by and between the WSP and a labor organization shall be resolved by a panel composed of one representative appointed by the WSP, one representative appointed by the WSPLA, and one representative appointed by the WSPTA. A majority decision of the members of this panel shall be final and binding upon the objector, the WSPTA, the WSPTLA, and the WSP. Each party shall be responsible for the costs and expenses of its representative to the Panel. The reason for the objection shall be in writing and the panel will review the written material provided by the parties and make its decision based upon the written review. The panel shall have all objections considered and decided by July 1, 2003.

6. Once the objection period referred to in paragraph 4 above has expired, each person identified by the audit as being incorrectly provided with call-out pay who is retired and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will be paid the amount determined to be due and owing in full, with the appropriate deductions. The WSP will work with the Department of Retirement Systems (hereinafter referred to as the "DRS") to adjust any such retired individual's retirement accounts and payments to assure the proper inclusion of this adjustment. The Agency shall begin paying the affected individuals by July 25, 2003, with no payment being made later than August 25, 2003.

7. Once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to one hour of overtime pay or less and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will be paid the amount determined to be due and owing in full, with appropriate deductions. The Agency shall begin paying the affected individuals in their July 25, 2003, payroll check, with no payment being made later than the August 25, 2003, payroll check.

8. The WSPTA and the WSPLA will each select one of the following two sets of options for the members of the bargaining unit they represent on or before June 1, 2003:

<u>Option A</u> Employees being able to choose for the three year period June 1, 1999 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion

of the amount determined to be due and owing to compensatory time at the rate of one (1) hour of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below, or

Option B Employees being able to choose for the two year period June 1, 2000 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of two (2) hours of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below

9. For members of a bargaining unit which has selected Option A from paragraph 8,_above, once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to more than one hour of overtime pay and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will have the option of selection for the three year period June 1, 1999 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of one - (1) hour of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below. For members of a bargaining unit which has selected Option B from paragraph 8, above, once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to more than one hour of overtime pay and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will have the option of selecting for the two year period June 1, 2000 through May 31, 2002 either: (1) payment in full with appropriate deductions, or 2) conversion of the amount determined to be due and owing to compensatory time at the rate of two (2) hours of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below.

10. For those employees selecting the conversion option, a separate bank for this converted compensatory time will be created and administered as follows.

    A. Some or all of the compensatory time in this bank may be used by the employee prior to retirement or carried to retirement.

    B. The decision whether to use such compensatory time prior to retirement shall be at the sole discretion of the employee.

    C. Employees shall be paid for all compensatory time in this bank when separating from employment.

D. Subject to approval by DRS, all hours of compensatory time carried to retirement in this special bank will be considered "fresh" at the time of retirement and will be used to compute final average salary.

11. The Chief of the WSP shall use his best efforts to convince DRS to approve the option provided in paragraph 10 (D).

12. The WSPLA and WSPTA shall make bargaining unit employees aware of the benefits of selection the conversion of their payment amount into compensatory time) above and encourage employees to accept this option.

13. No later than thirty days after the execution of this Agreement, an LRAC shall be convened for the purposes of attempting to formulate a way to provide employees, contemporaneously with the payment of overtime pay or accrual of compensatory time, that information that is necessary for determining how the overtime pay/compensatory time has been calculated and verifying that such calculation is correct

THE PARTIES FURTHER AGREE:

1. By execution of this Agreement, this agreement constitutes the full and final settlement of all legal and equitable claims WSPLA and WSPTA members had or may have had against the State of Washington, the WSP, its officers, agents, and employees, in their official and individual capacities, as a result of the WSP's error in payment of call-out pay, and the WSPLA, and WSPTA, on behalf of their respective members, assign, release, acquit and forever discharge the State of Washington, the Washington State Patrol and all officers, agents and employees of the same, from any and all actions, causes of actions, claims or demands for damages, on any other thing whatsoever on account of, or in any way arising out of this issue;

2. That each party has had a reasonable opportunity to read this entire Agreement, discuss its contents and meaning with a representative of their choosing, and that the terms and conditions are understood and voluntarily accepted;

3. That nothing in this Settlement Agreement shall constitute or be represented by either party or the parties' representatives as "a past practice," as evidence in any other case by any of the parties, or a change in any applicable Collective Bargaining Agreement controlling any future disputes or issues that may arise between the WSP, WSPLA, and WSPTA because the terms and conditions of this Agreement are limited to the specific facts and issues identified in the body of this Agreement; and

4. This Agreement is effective upon the date of the last of the signatures set forth below

WASHINGTON STATE PATROL

/s/	4/29/2003
Chief Ronal W. Serpas	Date
/s/	4/29/2003
Joe Olson	Date

WASHINGTON STATE PATROL
LIEUTENATS ASSOCIATION

/s/	4/29/2003
Cpt. Robert Lenz	Date

WASHINGTON STATE PATROL
TROOPERS ASSOCIATION

/s/	4/29/2003
Robert Thurston	Date

4. SETTLEMENT AGREEMENT
May 16, 2003
Between the
Washington State Patrol,
Washington State Troopers Association
and
Sergeant Robert D. Kerwin

The parties to this Settlement Agreement are the Washington State Patrol (WSP), the Washington State Patrol Troopers Association (WSPTA), and Sergeant Robert D. Kerwin. Representatives from the WSP, WSPTA and Sergeant Robert D. Kerwin met on May 16, 2003, regarding Grievance 31-01-02. As a result of that meeting, the parties agreed to resolve this issue under the following terms and conditions:

WSP and WSPTA AGREE THAT:

1. In District 1, for purposes of Article 13, Section G, the "work unit" shall be the APA;

2. Sergeants in District 1 will bid for scheduled annual leave (vacations) by seniority within their APA;

3. Two or more sergeants from District 1 will be allowed to take scheduled annual leave (vacation) during the same period so long as at least one sergeant in District 1 is scheduled on the day shift and at least one sergeant in District 1 is scheduled on the night shift on any day that a sergeant would normally be scheduled on the day shift and the night shift but a sergeant is not present because two or more sergeants in District 1 are on annual leave;

4. Sergeants in District 1 will voluntarily adjust their shifts and days off to insure: (a) that at least one sergeant in District 1 is scheduled on the day shift and at least one day shift and at least one sergeant in District 1 is scheduled on the night shift on any day that a sergeant would normally be scheduled where two or more sergeants in District 1 are on annual leave and (b) that the shift adjustments to cover for annual leave do not reduce the coverage on any other day to less than one on both day and night shifts;

5. The Sergeants in the District will insure that there is no cost to the WSP for the shift adjustment that insures that at least one sergeant is scheduled on both day and night shifts on any day where more than one sergeant in the District is on annual leave; and the sergeants will be responsible for insuring that one sergeant

is scheduled for day and night shift at the time when the annual vacation schedule is finalized;

6. This Settlement Agreement only deals with coverage for the District on days where two or more sergeants are off on annual leave;

7. This Settlement Agreement will constitute a full remedy and satisfaction of all claims associated with Grievance 38-01-02; and

8. The terms of this Settlement Agreement will establish a past practice in District 1.

THE PARTIES FURTHER AGREE;

1. This Settlement Agreement constitutes the full and final settlement of all legal and equitable claims that the grievants had or may have had against the WSPTA, State of Washington, the WSP, its officers, agents, and employees, in their official and individual capacities, as a result of Grievance 38-01-02;

2. That each party has had a reasonable opportunity to read this entire Settlement Agreement, discuss its contents and meaning with a representative of their choosing, and that the terms and conditions are understood and voluntarily accepted;

3. That nothing in this Settlement Agreement shall constitute or be represented by any party or the parties' representatives as "precedent" or a change in any applicable Collective Bargaining Agreement controlling any future disputes or issues that may arise between the WSP and WSPTA over this issue in any other District, because the terms and conditions of this Settlement Agreement are limited to District 1; and

4. That this Settlement Agreement becomes effective upon date of signatures.

/s/	5/16/2003
Captain Daniel E. Eikum	Date
/s/	5/16/2003
Detective Sergeant Robert C. Thurston	Date
/s/	5/16/2003
Sergeant Robert D. Kerwin	Date

cc:
Ms. Elizabeth Delay Brown, Assistant Attorney General, Attorney General's Office
Mr. Jeffrey Julius, WSPTA Legal Representative
Ms. Candace E. Christensen, Human Resources Division
Mr. Joseph W. Olson, Labor and Risk Management
Deputy Chief Lowell M. Porter, Field Operations Bureau
Chief Ronal W. Serpas

APPENDIX C CONT.
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

5. MEMORANDUM OF UNDERSTANDING

Between
The State of Washington
And the
Washington State Patrol (WSP)
And the
Washington State Patrol Troopers Association (WSPTA)

The parties agree that Article 10.2 of the 2007-2009 Collective Bargaining Agreement (CBA) between the State of Washington and the WSPTA will continue to apply to promotional examinations for the rank of sergeant. However, the components and weights of the 2008 lieutenant examination will be those used for the 2006 lieutenant examination, as follows:

- Oral examination, twenty-five percent (25%)
- Written examination:
  - Multiple choice, twenty percent (20%)
  - In-basket, fifteen percent (15%)
  - Writing skills, fifteen percent (15%)
- Promotional evaluations, fifteen percent (15%)
- Education, seven percent (7%)
- Seniority, three percent (3%)

The Employer agrees to consult with the WSPTA before making changes to the components or weights on any lieutenant promotional examination conducted during the term of the 07-09 CBA.

For the State of Washington:

/s/	10/1/07
Diane Lutz	Date

For the Washington State Patrol:

/s/	10/1/07
Paul S. Beckley	Date

For the Washington State Patrol Troopers Association:

/s/	9/29/07
Tommie M. Pillow	Date

APPENDIX C CONT.
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

6. MEMORANDUM OF UNDERSTANDING

between the
State of Washington,
Washington State Patrol (WSP)
and the
Washington State Patrol Troopers Association (WSPTA)

The parties agree that at the time an employee notifies the WSP Human Resources Division that he/she accepts an offered promotion to sergeant, he/she will be eligible to place his/her name on the transfer list in accordance with Article 11 of the Collective Bargaining Agreement (CBA) between the State of Washington and the WSPTA. If his/her name comes up on a transfer list, the employee will be able to accept only one (1) transfer during the period between the acceptance of the promotion and the end of the employee's probationary period in accordance with Article 11.7 A 1 of the CBA.

DATED this 28th day of December, 2007.

/s/ Diane Lutz_____
For the State of Washington, Labor Relations Office

/s/ Karl Nagel_____
For the WSP

/s/ Tom Pillow_____
For the WSPTA

APPENDIX C CONT.
MEMORANDA OF UNDERSTANDING AND SETTLEMENT AGREEMENTS
(ARTICLE 27)

7. MEMORANDUM OF UNDERSTANDING

between the
State of Washington,
Washington State Patrol (WSP)
and the
Washington State Patrol Troopers Association (WSPTA)

The parties agree that the weights given to the components of the promotion examination for the 2009 Sergeant Examination will be modified from those set out in Article 10.2 of the 2007-2009 Collective Bargaining Agreement between the State of Washington and the WSPTA. The weights used for the 2009 Sergeant Examination will be:

- Assessment center, fifty-five percent (55%)
- Written examination, twenty percent (20%)
- Promotional evaluations, fifteen percent (15%)
- Education, five percent (5%)
- Seniority, five percent (5%)

For the State of Washington:

/s/	8/6/2008
Diane Lutz	Date

For the Washington State Patrol:

/s/	8/12/2008
John R. Batiste	Date

For the Washington State Patrol Troopers Association:

/s/	8/14/2008
Tommie Pillow	Date

APPENDIX C CONT.
8. MEMORANDUM OF UNDERSTANDING

Between the
OFM Labor Relations Office/Washington State Patrol
And
Washington State Patrol Troopers Association
Regarding
VEHICLE COLLISIONS and DRIVER RECERTIFICATION

The parties to this agreement are the OFM Labor Relations Office (OFM/LRO), the Washington State Patrol (WSP) and the Washington State Patrol Troopers Association (WSPTA). The parties wish to standardize and memorialize how vehicle collisions involving bargaining unit employees will be classified, how training following those collisions will be handled and the issue of driver certification for bargaining unit members. Therefore, the parties agree as follows:

VEHICLE COLLISIONS

1. A collision shall be defined in three categories:

    a. Minor – A collision will be classified as Minor if:
        i. The actions or behavior by the employee are in disregard of department policies and procedures and
        ii. The collision does not meet the criteria of Moderate or Major Collision.

    b. Moderate – Collisions will be classified as Moderate if any of the following criteria apply and it does not meet the Major Collision criteria:
        i. On-going performance problems: The employee had three (3) previous proven violations of the Vehicle Operations Policy on their OPS history, or
        ii. Evident Injury (Police Traffic Collision Report - PTCR) – Any injury other than fatal or disabling at the scene. Includes broken fingers or toes, abrasions, etc.

    c. Major - Collisions will be classified as Major if any of the following criteria apply:
        i. A serious breach or willful disregard of department rules and regulations (Serious breaches of department policy depend on the elements of each case.) or
        ii. Ongoing performance problems: The employee had four (4) or more previous proven violations of the Vehicle Operations Policy on their OPS history, or
        iii. Fatality or life altering injuries (PTCR).

2. Whenever a collision occurs and the employee may have violated department policy, the employee's supervisor shall complete an IIR and immediately forward it to the division/district commander.

3. IIRs shall be processed (accepted/rejected, served, categorized and investigated) in accordance with the procedures set out in Article 19 of the collective bargaining agreement.

4. Whenever a collision occurs and an IIR is accepted, the employee shall receive an evaluation and complete any prescribed training before resuming enforcement duties in a pursuit-related enforcement vehicle.

    a. Employees subject to criminal investigation as the result of a collision shall not operate a WSP patrol vehicle or be assigned to traffic law enforcement duties.

    b. Although evaluation and training may be initiated following a collision that may have possible disciplinary sanctions, training is considered preventative, not disciplinary. Training is designed to enable employees, whenever possible, to return to normal duties while ensuring the proper skills are identified and deficiencies corrected.

    c. Any required training shall take place as soon as practical to minimize employee absence from primary duties. The division/district commander shall schedule the training at the earliest possible time frame.

    d. If there is a delay in the scheduling of the training, the employee's division/district commander and the Training Division Commander may collaborate and agree that the employee continue enforcement duties until the training is successfully completed.

5. In reviewing collisions and deciding upon the appropriate evaluation and training, the district/division commander shall follow the training matrix. The division/district commander may consult with the District EVOC Instructor and the Training Division Commander and will consider any information provided by the employee's WSPTA representative. The division/district commander shall have the final decision on the employee's ability to return to normal duties.

6. Training Matrix

Minor	Where determined necessary by the division/district commander, an evaluation/review session, up to four hours in duration, will be conducted by the division/district EVOC instructor. Such evaluation/review may include an observation and commentary ride as well as aspects of emergency vehicle operation; and retraining shall be specific to the type of collision involved as well as any other noted deficiency.
Moderate	Minimum one-day Academy EVOC training, to include skill course, skid pan, emergency course, and driving simulator, if available. May include attendance in Traffic Week course and/or an observation/evaluation. Mandatory recertification.
Major	Minimum three day evaluation by full-time Academy staff driving instructor. Additional training at Academy, if necessary. Driving simulator training, if available. Mandatory attendance at next Traffic Week course. Mandatory recertification.

7. Recurrence of a collision at the same level in the same calendar year will result in employee re-training at the next level.

8. Training is a primary factor in preventing collisions and training is not discipline. As a result, nothing precludes a division/district commander from requiring such other collision prevention training as he/she deems appropriate.

DRIVER RECERTIFICATION

The parties agree that the error standard to be utilized in the bi-annual driving certification process for all fully commissioned officers will be the one in use as of the date of this agreement by the Washington State Criminal Justice Training Commission for the Basic Law Enforcement Academy.

This agreement is effective upon signature.

WSP:

/s/
Chief John Batiste

Dated: 8/11/09

WSPTA:

/s/
Tommie M. Pillow, President

Dated: 8/7/09

OFM/LRO:

/s/
Karl Nagel, Deputy Director

Dated: 8/10/09

APPENDIX C CONT.
9. MEMORANDUM OF UNDERSTANDING

The Washington State Patrol Troopers Association (WSPTA) and the State of Washington (State) have agreed:

1. To enter into a tentative agreement for a successor collective bargaining agreement that extends all of the terms and conditions of the July 1, 2009 through June 30, 2011 collective bargaining agreement for the period of July 1, 2012 through June 30, 2013, except:

   A. Article 29.1 shall amend as follows:

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

   B. Article 29.4 shall amend as follows:

      Either party may request negotiation of a successor Agreement by notifying the other party in writing no sooner than January 1, 2012, and no later than January 31, 2012. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties. This Agreement shall remain in full force and effect during the negotiations for any successor Agreement, but shall remain in effect for no more than a total of three (3) years.

2. This tentative agreement is subject to ratification by the WSPTA.

3. The State and the WSPTA agree that the parties reaching a tentative agreement and/or successor collective bargaining agreement is not relevant to deciding the merits of the ULP complaint styled State-Patrol, Case No. 23332-U-10-5943 and agree to not raise that subject before PERC or in any appeal from the decision in Case No. 23332-U-10-5943 for that purpose. This does not prohibit the parties from referencing it in a compliance or remedy proceeding.

For the WSPTA:	For the State of Washington:
/s/	/s/
Tommie M. Pillow President WSPTA	Ron Marshall, Chief Negotiator OFM Labor Relations Office

APPENDIX C CONT.
10. MEMORANDUM OF UNDERSTANDING

Among the
The State of Washington, OFM Labor Relations Office,
The Washington State Patrol,
And
The Washington State Patrol Troopers Association
Regarding the
Defense Advanced Research Projects Agency Strategic Social Interaction Modules/"Good Stranger" Program

1. BACKGROUND:

The Defense Advanced Research Projects Agency (DARPA), with the participation and cooperation of several West Coast law enforcement agencies including the Washington State Patrol (WSP), is developing a Strategic Social Interaction Module/"Good Stranger" Program (PROGRAM). The goal of the PROGRAM is to provide training to military service members to equip them with the fundamental social interaction skills and related human dynamics needed to approach, enter into, and successfully conclude any social encounter regardless of the culture, language, or context. To assist DARPA in development of the PROGRAM, DARPA researchers will study how commissioned officers of the WSP interact with people. DARPA and the WSP have entered into a Memorandum of Understanding, attached hereto and incorporated into this Agreement by reference.

2. AGREEMENT:

The State of Washington/Washington State Patrol and the Washington State Patrol Troopers Association (WSPTA) support the goals of the PROGRAM and agree to the following clarifications for the PROGRAM's implementation:

a. DARPA will select troopers who are eligible to participate in the PROGRAM based on DARPA selection criteria. For purposes of this Agreement, the troopers who are eligible to participate in the PROGRAM are referred to as ELIGIBLE PARTICIPANT(S).

b. ELIGIBLE PARTICIPANTS may volunteer to participate in the PROGRAM. Participation by troopers is strictly voluntary, and troopers who volunteer to participate in the PROGRAM may opt out of the PROGRAM at any time, and there shall be no recrimination(s), threat(s) of reprisal(s) or reprisal(s) against any trooper based on a trooper's decision either: i) not to volunteer for the PROGRAM; or ii) to opt out of the PROGRAM.

c. Prior to an ELIGIBLE PARTICIPANT volunteering to participate in the PROGRAM, WSP will: furnish each ELIGIBLE PARTICIPANT with a copy of this MOA and the a blank copy of the acknowledgment form attached hereto as Attachment A; obtain acknowledgment of receipt from each PARTICIPANT; and invite each PARTICIPANT to contact Captain Marc W. Lamoreaux with any questions about the PROGRAM or the potential consequences of PROGRAM participation. A PARTICIPANT may request a WSPTA representative's participation in a conference call with Captain Lamoreaux if the PARTICIPANT has questions about the PROGRAM and the potential consequences of PROGRAM participation.

d. WSP will not use any of the biometric data gathered by DARPA in any type of disciplinary action against any of the PARTICIPANTS; however, audio, video, or documentation gathered by the PROGRAM may be used and included in an investigation and/or any disciplinary action.

e. Any discipline that arises out of the officer's participation in the PROGRAM will be for just cause in accordance with the collective bargaining agreement, and said discipline may be challenged by the WSPTA in accordance with the collective bargaining agreement.

f. This Agreement does not set a precedent or establish a practice and will remain in full force and effect until the conclusion of the PROGRAM by DARPA.

g. WSPTA does not waive its rights to bargain over the decision and/or effects of any decision to require officers to participate in the PROGRAM.

Any dispute or difference over the meaning or application of this Agreement shall be resolved through the grievance-arbitration procedure set forth in the 2009-2011 collective bargaining agreement, except disputes over section 2g, which shall be resolved through the procedures in the Public Employees' Collective Bargaining Act.

IN WITNESS WHEROF, WE HAVE EXECUTED this Agreement at Olympia, Washington on the 8th day of February, 2012.

WASHINGTON STATE PATROL

/s/

John Batiste, Chief

WASHINGTON STATE PATROL TROOPERS ASSOCIATION

/s/

Tommie M. Pillow, President

OFM LABOR RELATIONS OFFICE

/s/

Ron Marshall, Chief Negotiator

ATTACHMENT A

TO: [DARPA Eligible Participant]

FROM: Captain Marc W. Lamoreaux, Training Division

SUBJECT: Voluntary DARPA Participation

DATE: [DATE]

Thank you for your willingness to participate in a research project undertaken by the Defense Advanced Research Projects Agency (DARPA), through DARPA's partnership with the Washington State Patrol (WSP). Your participation is strictly voluntary, and if you choose to volunteer, you may discontinue your participation (opt out) at any time.

Attached is a copy of the Memorandum of Agreement (MOA) between the WSP and the Washington State Patrol Troopers Association (WSPTA), which briefly describes the project, and the potential consequences of participation.

An employee who volunteers to participate in the DARPA project may be interviewed, surveyed, or observed by DARPA researchers and/or contractors while working. Such observation may include, but is not limited to, the making of audio recordings, the making of video recordings, the wearing of devices to collect data, and the collection of biometric and/or sociometric data. DARPA researchers and/or contractors may review reports and other work related information, including complaint and disciplinary records. DARPA documentation, audio recordings and/or video recordings, etc. may be considered and included in a subsequent complaint investigation or disciplinary action. However, biometric and sociometric data will not be considered or included in a subsequent complaint investigation or disciplinary action.

Prior to beginning your participation, if you wish to discuss the DARPA project or the potential consequences of participation, you should contact me at 360.432.7501. You may request that a representative from the WSPTA join our discussion.

Prior to beginning your participation, you must acknowledge receipt of the attached MOA by signing below and returning a copy of this Interoffice Communication (IOC) to me via United States Mail at: 631 W Dayton-Airport Road, Shelton, WA 98584-8945; or via campus mail at Mail Stop: WS-05.

ACKNOWLEDGEMENT OF RECEIPT/NOTICE

By signing below, I acknowledge: 1) receipt of the MOA between the WSP and WSPTA regarding Defense Advanced Research Projects Agency Strategic Social Interaction Modules/"Good Stranger" Program; and 2) notice of the opportunity to discuss this project and the potential consequences of participation with Captain Lamoreaux in the presence of, if I choose, a WSPTA representative.

_____ _____

Signature Badge No. Date

_____

Printed Name (Please Print Clearly)

APPENDIX C CONT.
11. MEMORANDUM OF UNDERSTANDING

Among the
The State of Washington,
The Washington State Patrol
And
The Washington State Patrol Troopers Association
Regarding the
Target Zero Trooper Program

The State of Washington/Washington State Patrol and the Washington State Patrol Troopers Association support the implementation and continuation of the Target Zero Trooper Program (TZT) and agree to the following:

- TZT Trooper Positions and Selection – Within available appropriations, the Washington State Patrol (WSP) may designate TZT positions. If a TZT position is created or becomes vacant, the WSP will seek volunteers statewide.

- Moving Expenses – There will be no moving expenses paid by the Employer for selection into or termination from a TZT position.

- TZT Selection Criteria – Currently, TZT position candidates have been reviewed by the district commanders and selected. Future candidates for a TZT position will be reviewed by the respective district commander using the following core criteria: the employees' job performance appraisal, complaint history, collision records, commander's recommendation, and, if deemed appropriate by the district commander, an oral interview. Other pertinent information may be considered by the district commander.

- TZT Position Return Rights – Employees selected from within the district – At the elimination of a TZT position, or upon an employee's voluntarily leaving the TZT Program, or upon an employee being removed from the TZT Program, employees who were selected from within the district will be provided reversion rights as outlined in Article 11.3 of the CBA.

  Employees who were selected from outside the district – At the elimination of a TZT position, an employee's removal from a TZT position, or as a result of an employee voluntary reassignment request, employees who were selected from outside the district will have reversion rights, as determined by the bureau commander, either: to a detachment in the District where (a) he/she was employed prior to taking the TZT position, and, (b) s/he is able to comply with the residency requirements in the collective bargaining agreement based upon his/her residence prior to taking the TZT position; or to a detachment in the district where the employee was assigned to the TZT program.

- Residence Requirement – Employees in TZT positions will be assigned to the respective district office. Employees selected must comply with the residence requirement of forty-five (45) miles to the district office.

- Specialty Pay – Employees selected to TZT positions, who currently qualify for specialty pay, should discuss this matter with the district commander prior to accepting a TZT position. Maintaining such specialty pay while assigned to a TZT position will be addressed and determined by the district commander, on a case-by-case basis.

- Schedules – Each district TZT team, in partnership with various participating agencies, will develop the necessary strategies to accomplish the goals of the TZT program. The resulting specifics regarding schedules, shifts, etc. will then be determined by the respective district's commander.

- Court Appearances – Court appearances will be addressed in accordance with Article 12.15 of the CBA.

- Vehicles – Initially, each TZT employee will be assigned a colored, identified patrol vehicle. Other specific issues, such as removal of the light bar, etc., will be decided by the district commander in each district.

The parties agree that the terms of this MOU will continue in full force and effect until such time as the parties mutually agree otherwise.

The parties to this MOU acknowledge that the primary goal of the TZT Program is to save lives and protect the citizens of Washington State. To that end, the parties agree to continue to work cooperatively to ensure the success of this important and vital program.

IN WITNESS WHEROF, WE HAVE EXECUTED this Agreement at Olympia, Washington on the 12th day of September, 2012.

WASHINGTON STATE PATROL

/s/

Chief John R. Batiste

WASHINGTON STATE PATROL TROOPERS ASSOCIATION

/s/

Tommie M. Pillow, President

LABOR RELATIONS DIVISION, OFM

/s/

Karl Nagle, Chief Labor Negotiator

APPENDIX C CONT.
12. MEMORANDUM OF UNDERSTANDING

Among
THE WASHINGTON STATE PATROL TROOPERS ASSOCIATION,
THE WASHINGTON STATE PATROL and
THE STATE OF WASHINGTON
Regarding
Employees Assigned as Polygraphers

The parties to this Memorandum of Agreement (MOU) are the State of Washington (through the Office of Financial Management/Labor Relations Division (OFM/LRD)), the Washington State Patrol (WSP), and the Washington State Patrol Troopers Association (WSPTA). The parties hereby agree:

1. Except as otherwise provided in this MOU, upon successful completion of polygrapher training and certification, and annually thereafter on next regular pay date following the anniversary of initial certification, an employee who is assigned polygrapher duties by the WSP shall receive a clothing allowance of six hundred dollars ($600.00). This clothing allowance shall not be paid to an employee who otherwise receives a clothing allowance.

2. The clothing allowance referenced in section 1 shall not be paid to any employee who fails, for any reason, to achieve or maintain such polygrapher certification as the WSP deems appropriate, or whose WSP-assigned duties no longer include polygraphy at the time of payment of the clothing allowance which would otherwise have been paid under section 1 of this MOU.

3. The clothing allowance referenced in section 1 shall be paid to employees initially assigned to polygrapher duties following the date of this MOU. It is the intent of the parties that this MOU be incorporated into the terms of the next negotiated collective bargaining agreement.

4. This MOU constitutes the entire agreement of the parties regarding this matter. This MOU may not be modified or amended except by explicit written agreement of the parties. This MOU shall become effective upon final signature.

EXECUTED this 20th day of November, 2012.

/s/
Chief John R. Batiste
Washington State Patrol

/s/
Karl Nagel, Labor Negotiator
OFM/Labor Relations Division

/s/
Trooper Tom Pillow, President
Washington State Patrol Troopers Association

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 Washington State Patrol Troopers Association, WSPTA:

/s/

Tommie M. Pillow
President

For the State of Washington:

/s/

Jay Inslee
Governor

/s/

Karl Nagel, Chief Negotiator
OFM Labor Relations Division