# COLLECTIVE BARGAINING AGREEMENT



# THE STATE OF WASHINGTON

**AND** 

TEAMSTERS LOCAL UNION 117 VOLUME 2 – DES ONLY

EFFECTIVE
JULY 1, 2015 THROUGH JUNE 30, 2017



2015-2017

# TEAMSTERS DES 2015-2017

PREAM	IBLE	
ARTIC	LE 1 RECOGNITION CLAUSE	1
ARTIC	LE 2 NON-DISCRIMINATION	1
ARTIC	LE 3 FILLING OF VACANCIES	1
ARTIC	LE 4 HIRING AND APPOINTMENTS	3
4.1	Filling Positions	3
4.2	Internal Movement – Permanent Employees	3
4.3	Permanent Status	3
4.4	Types of Appointment	3
4.5	Review Periods	5
ARTIC	LE 5 PERFORMANCE EVALUATION	7
5.1	Objective	7
ARTIC	LE 6 HOURS OF WORK	8
6.1	Definitions	8
6.2	Determination	9
6.3	Overtime-Eligible Employees	9
6.4	Overtime-Eligible Unpaid Meal Periods	10
6.5	Overtime-Eligible Paid Meal Periods and Rest Periods for Straight Shift	
	Schedules	10
6.6	Overtime-Eligible Rest Periods	10
6.7	Time Reporting	11
ARTIC	LE 7 OVERTIME	11
7.1	Definitions	11
7.2	Overtime-Eligibility Compensation	12
7.3	General Provisions	12
7.4	Employers' Right to Assign	12
7.5	Compensatory Time for Overtime-Eligible Employees	12
ARTIC	LE 8 TRAINING AND EMPLOYEE DEVELOPMENT	
8.6	Master Agreement Training	13
8.7	Tuition Reimbursement	14
ARTIC	LE 9 LICENSURE AND CERTIFICATION	<b>14</b>
ARTIC	LE 10 HOLIDAYS	<b>15</b>
10.1	Paid Holidays	15
10.2	Holiday Rules	15
10.3	Personal Holidays	17
10.4	Observance of Holidays	18
ARTIC	LE 11 VACATION LEAVE	<b>18</b>
11.2	Vacation Leave Credits	18
11.3	Vacation Leave Accrual	
11.4	Vacation Leave Accrual Rate Schedule	19
11.5	Vacation Leave Usage	
11.6	Vacation Scheduling for All Other Employees	20

11.7	Family Care	20
11.8	Military Family Leave	20
11.9	Domestic Violence Leave	
11.10	Vacation Cancellation	20
11.11	Vacation Leave Maximum	21
11.12	Separation	
ARTICL	E 1 <sup>2</sup> SICK LEAVE	
12.1	Sick Leave Accrual	
12.2	Sick Leave Use	
12.3	Use of Compensatory Time, Exchange Time or Vacation Leave for Sick Le	
	Purposes	
12.4	Restoration of Vacation Leave	
12.5	Sick Leave Reporting and Verification	22
12.6	Sick Leave Annual Cash Out	
12.7	Carry Forward and Transfer	23
12.8	Sick Leave Separation Cash Out	
12.9	Reemployment	
ARTICL	E 13 SHARED LEAVE	
ARTICL	E 14 FAMILY AND MEDICAL LEAVE - PREGNANCY DISABILITY LEAVE	28
14.9	Parental Leave	30
14.10	Pregnancy Disability Leave	31
ARTICL	E 15 SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE	31
ARTICL	E 16 MISCELLANEOUS LEAVE	32
16.2	Jury Duty	33
16.5	Bereavement Leave	33
16.6	Personal Leave	34
16.7	Life-Giving Procedures	35
ARTICL	E 17 LEAVE WITHOUT PAY	35
17.3	Limitations	35
17.4	Returning Employee Rights	36
17.5	Military Leave	36
17.6	Educational Leave	
17.7	Child and Elder Care Emergencies	36
17.8	Seasonal Career Employment	36
17.9	Governmental Service Leave	36
17.10	Volunteer Firefighting Leave	36
17.11	Professional Growth Opportunity	37
17.12	Military Family Leave	37
17.13	Domestic Violence Leave	
17.14	Loss of a Required License and/or Certification	37
17.15	Use of Paid Leave	
ARTICL	E 18 SAFETY AND HEALTH	
18.5	Ergonomic Assessments	
18.6	Air Quality Assessments	
	E 19 UNIFORMS, TOOLS AND EQUIPMENT	39
10 1	Uniforms	30

19.2	Tools and Equipment	39
19.3	Acquisition of New Equipment in DES Printing Plant	39
19.4	Taxability	
ARTICL	E 20 DRUG AND ALCOHOL FREE WORKPLACE	39
20.2	Possession of Alcohol and Illegal Drugs	40
20.3	Prescription, Medical Marijuana, and Over-the-Counter Medications	
20.4	Drug and Alcohol Testing – Safety Sensitive Functions	40
20.5	Voluntary Request for Assistance	
20.6	Reasonable Suspicion Testing.	
20.7	Training	
20.8	Rehabilitation	
	E 21 TRAVEL	
	LE 22 UNIFORMED SERVICE SHARED LEAVE POOL	
22.1	Purpose	
22.2	Definitions	
22.3	Participation	
22.4	Process	
	E 23 OFF-DUTY CONDUCT	
23.2	All Employees	
	LE 24 COMMUTE TRIP REDUCTION AND PARKING	
	LE 25 DEFENSE AND INDEMNIFICATION	
25.1	Employee Liability	
	LE 26 DISCIPLINE	
26.1	Just Cause	
26.2	Employee Privacy	
26.3	Forms of Discipline	
26.4	Investigative Process	
26.5	Investigatory Interviews	
26.6	Alternative Assignments	
26.7	Pre-Disciplinary Meetings	
26.8	Notice Prior to Reduction in Pay or Demotion	
26.9	Ability to Grieve Specific Discipline	
26.10	Copy of Disciplinary Action Provided to Union	
	LE 27 GRIEVANCE PROCEDURE	
27.2	Terms and Requirements	
27.3	Filing and Processing	
27.4	Election of Remedies	
	LE 28 PERSONNEL FILES	
28.5	Removal of Documents	
28.6	Supervisory Files	
	LE 29 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION	
	E 30 SENIORITY	
30.1	Definition	
30.2	Ties	
30.3	Semi-Annual Seniority List Posting	57

ARTICL	E 31 LAYOFF AND RECALL	58
31.1	Definition	58
31.3	Basis for Layoff	58
31.4	Voluntary Layoff, Leave Without Pay or Reduction in Hours	58
31.5	Permanent, Non-Permanent and Probationary Employees	
31.6	Temporary Reduction of Work Hours or Layoff – Agency Option	
31.7	Layoff Units	
31.8	Skills and Abilities	
31.9	Formal Options	60
31.10	Informal Options	61
31.11	Notification to Employees With Permanent Status	61
31.12	Moving Expenses	61
31.13	Salary	62
31.14	Transition Review Period	62
31.15	Recall	63
31.16	General Government Transition Pool Program	63
31.17	Seasonal Career Employment	63
ARTICL	E 32 MANAGEMENT RIGHTS	64
ARTICL	E 33 LABOR/MANAGEMENT COMMUNICATION COMMITTEE	65
33.1	Purpose	65
33.2	Committees	65
ARTICL	E 34 UNION ACTIVITIES	66
34.1	Staff Representatives	66
34.2	Union Stewards/Association Representatives	66
34.3	Use of State Facilities, Resources and Equipment	
34.4	Bulletin Boards	
34.5	Union Training	
34.6	Contract Negotiations	68
34.7	New Employee Orientation	
ARTICL	E 35 DUES DEDUCTION	
35.1	Union Dues	69
35.2	Agency Shop	69
35.3	Dues Cancellation	
35.4	Indemnification	70
35.5	Employee Status Reports	70
ARTICL	E 36 CLASSIFICATION	
36.1	Classification Plan Revisions	70
36.2	Position Review	70
36.3	Effect of Reallocation	71
36.4	Salary Impact of Reallocation	72
ARTICL	E 37 COMPENSATION	
37.1	DES Teamsters G Pay Range Assignments	
37.2	Pay for Performing the Duties of a Higher Classification	
37.3	Establishing Salaries for New Employees and New Classifications	
37.4	Periodic Increases	
37.5	Salary Assignment Upon Promotion	74

37.6	Salary Increases to Enhance Recruitment and Retention	75
37.7	Demotion	
37.8	Transfer	75
37.9	Reassignment	75
37.10	Reversion	75
37.11	Elevation	75
37.12	Part-Time Employment	75
37.13	Callback	76
37.14	Shift Premium	76
37.15	Standby	
37.16	Relocation Compensation	79
37.17	Salary Overpayment Recovery	
37.18	Assignment Pay Provisions	80
37.19	Medical/Dental Expense Account	80
37.20	Dependent Care Salary Reduction Plan	80
37.21	Pretax Health Care Premiums	80
37.22	Voluntary Separation Incentive – Voluntary Retirement Incentives	80
37.23	Emergency/Disaster Operations Compensation	
ARTICL	E 38 HEALTHCARE BENEFITS AMOUNTS	
38.4	Wellness	82
ARTICL	E 39 STRIKE AND LOCKOUT PROHIBITION	82
ARTICL	E 40 WORK-RELATED INJURY OR ILLNESS	83
40.1	Compensable Work-Related Injury or Illness Leave	83
40.2	General Provisions	83
ARTICL	E 41 Presumption of Resignation	83
41.1	Unauthorized Absence	83
41.2	Notice of Separation	83
41.3	Petition for Reinstatement	83
41.4	Grievability	84
ARTICL	E 42 AGENCY POLICIES	84
ARTICL	E 43 ENTIRE AGREEMENT	84
ARTICL	E 44 SAVINGS CLAUSE	85
ARTICL	E 45 PRINTING OF AGREEMENT	85
	.E 46 DURATION	
	APPENDICES	
COMPE	NSATION APPENDIX A	Λ_1
	eamsters G Range Salary Schedule – Effective July 1, 2015	
	NSATION APPENDIX B	A-13
DES Te	eamsters G Range Salary Schedule - Effective July 1, 2016	
22310	Ellective July 1, 2010	

### **PREAMBLE**

Pursuant to the provisions of RCW 41.06 and 41.80 this Agreement is made and entered into by the State of Washington, referred to as the "Employer", and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters referred to as the "Union".

# ARTICLE 1 RECOGNITION CLAUSE

1.1 This Agreement covers the employees in the bargaining units at the Department of Enterprise Services, specifically, "Non-supervisory Printing and Imaging Services-Bindery" Decision 11342 and "Non-supervisory Printing and Imaging Services-Litho", Decision 11341, but it does not cover any statutorily excluded positions.

# ARTICLE 2 NON-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, genetic information, creed, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or union activities. Bona fide occupational qualifications based on the above traits do not violate this Article.
- **2.2** Both parties agree that unlawful harassment will not be tolerated.
- 2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within seven (7) calendar days or the employee and the Union being notified in writing of the findings of the internal complaint.
- **2.4** Both parties agree that nothing in the Agreement will prevent the implementation of an approved affirmative action plan.

# ARTICLE 3 FILLING OF VACANCIES

3.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. If the Employer converts a position which results in it no longer being in the bargaining unit, the Employer will fulfill its obligation to bargain. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

- 3.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through <u>Article 31</u>, Layoff and Recall, of this Agreement and are confined to each individual agency.
- 3.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with <u>WAC 357-46-080</u>.
- **3.4** A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the Agency.
- 3.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the Agency.
- 3.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the Agency.
- 3.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
  - A. The most senior candidate on the Agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
  - B. If there are no names on the internal layoff list, the Agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the Agency may consider up to ten (10) additional tied candidates. The Agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
  - C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
  - D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the Agency may add up to three (3) affirmative action candidates to the names certified for the position.
  - E. When recruiting for multiple positions, the Agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

3.8 Whenever the Agency needs to hire additional employees within the bargaining unit, the employer will notify the Union of the vacancy. The notice to the Union will include the necessary work experience for the vacancy. In the event the Agency appoints an employee into a non-permanent appointment, the Agency will provide the Union notice and the reason if the appointment lasts longer than ninety (90) days.

# ARTICLE 4 HIRING AND APPOINTMENTS

#### **4.1** Filling Positions

The Employer will determine when a position will be filled, the recruitment process that will be utilized, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Vacancies will first be offered to employees in the classification by seniority provided they meet the skills and abilities of the position. When recruiting for a permanent bargaining unit appointment, the recruitment announcement will be open for a minimum of seven (7) calendar days.

### **4.2** Internal Movement – Permanent Employees

Prior to certifying candidates in accordance with <u>Article 3</u>, Filling of Vacancies, an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, voluntary demotion or elevation will initiate a request in writing, and appointing authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision.

#### **4.3** Permanent Status

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

#### **4.4** Types of Appointment

#### A. Non-Permanent

- 1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.
- 2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his/her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee,

in writing, of any return rights to the Agency and the duration of those return rights. At a minimum, the Agency must provide the employee access to the Agency's internal layoff list. After receipt of this notification the employee may elect to accept or turn down the appointment offer.

3. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee, however if practicable, the Employer may provide more than one (1) working day's notice. Non-permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

#### B. <u>On-Call Employment</u>

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) day's notice to the employee.

#### C. In-Training Employment

- 1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as intraining. The Employer will document the training program, including a description and length of the program.
- 2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working day's notice from the Employer.
- 3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with three (3) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his/her in-training appointment, in accordance with <a href="Subsection 4.5">Subsection 4.5</a> B of this Article.
- 4. A trial service period may be required for each level of the intraining appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will

- determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
- 5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
- 6. If the entire in-training program—meaning all levels within the intraining appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.
- D. Terminations during probationary periods, non-permanent appointments, or reversions of trial service periods are not subject to the grievance procedure in <a href="Article 27"><u>Article 27</u></a>.

#### 4.5 Review Periods

#### A. Probationary Period

- 1. Every part-time and full-time employee, following his/her initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, which may be extended by the Employer for written, performance-based reasons to no more than twelve (12) consecutive months.
- 2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in <a href="Article 27">Article 27</a>. The employer will provide the employee two (2) working days' notice prior to the effective date of the separation. The day that notification is given is considered the first day of notice. If the Employer fails to provide two (2) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to two (2) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of the probationary employee will not be subject to the grievance procedure.
- 3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) or hours rounded to equivalent days that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service.
- 4. An employee who transfers or is promoted prior to completing his/her initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the Appointing Authority for time already served in

probationary status. In no case, however, will the total probationary period be less than as defined in Subsection A.1, above.

5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in a non-permanent appointment toward completion of a probationary period within the same job classification.

### B. Trial Service Period

- 1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months, provided the employee is given written, performance based reasons for the extension. The Employer agrees to notify the employee when it intends to extend the trial service period beyond six (6) months. The employee may choose to notify the union.
- 2. Any employee serving a trial service period will have his/her trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
- 3. An employee serving a trial service period may voluntarily revert to his/her former position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. With the Appointing Authority's approval, an employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
  - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification.
  - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the

employee may revert to and the employee must have the skills and abilities required for the position.

- 4. With a minimum three (3) days written notice by the Employer, an employee who does not successfully complete his/her trial service period has the right to revert to a position, if available, in the same agency that is:
  - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or
  - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

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

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

# ARTICLE 5 PERFORMANCE EVALUATION

# 5.1 Objective

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

5.2 A. Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

- B. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's signature or electronic acknowledgment of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The completed and signed/acknowledged performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- C. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in <a href="Article 27">Article 27</a>.

# ARTICLE 6 HOURS OF WORK

#### **6.1** Definitions

#### A. <u>Full-time Employees</u>

Employees who are scheduled to work an average of forty (40) hours per workweek.

## B. <u>Part-time Employees</u>

Employees who are scheduled to work less than an average of forty (40) hours per workweek.

#### C. Workday

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

## D. <u>Work Schedules</u>

The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

#### E. Work Shift

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

#### F. Workweek

Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.

#### **6.2** Determination

A. The Employer will designate and comply with, the Fair Labor Standards Act, regarding whether a position is overtime-eligible or overtime-exempt. The employee and Union will be notified if a change in overtime-eligible status is made to a position.

### **6.3** Overtime-Eligible Employees

### A. Regular Work Schedules

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

#### B. Alternate Work Schedules

- 1. Employees may request adjustments to their regular schedule and supervisors will adjust work hours during a workday or workdays during a workweek providing business and customer needs are met and there are no performance or attendance concerns.
- 2. Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws.
- 3. Previously approved alternate work schedules may be permanently rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. In such case, the Employer will provide notice to the employee with written confirmation to follow.

#### C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

#### D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

#### E. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies. The employee will be paid callback pay in accordance with <u>Article 37</u>, Compensation, and overtime pay as applicable.

#### F. Employee-Requested Schedule Changes

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

### 6.4 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume his/her unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

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

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of <u>WAC 296-126-092</u>. Employees working straight shifts will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods and rest periods for employees on straight shifts do not require relief from duty.

#### 6.6 Overtime-Eligible Rest Periods

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

# **6.7** Time Reporting

The Employer may require employees to accurately report time worked in accordance with a positive time reporting process as determined by the Agency.

# ARTICLE 7 OVERTIME

#### 7.1 Definitions

#### A. Overtime

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of the employee's regular shift or works in excess of forty (40) hours in a workweek.

#### B. Overtime Rate

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

#### C. Work

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

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

#### D. Work does **not** include:

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

# 7.2 Overtime-Eligibility Compensation

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

- A. Employees who work more than forty (40) hours in a workweek will be compensated at the overtime rate. In accordance with <u>Article 32</u>, Management Rights, only the Employer has the authority to determine when overtime will be performed.
- B. Full-time employees in the Teamsters Local 767M (Bindery & Litho) bargaining units, who work in excess of the employee's regular shift or work in excess of forty (40) hours in a workweek.
- C. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

#### D. <u>Overtime Computation:</u>

Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

#### 7.3 General Provisions

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

### 7.4 Employers' Right to Assign

Nothing in this article precludes the Employer from utilizing an individual to complete a specific assignment or assigning work to an on-call or non-permanent employee prior to assigning overtime.

#### 7.5 Compensatory Time for Overtime-Eligible Employees

#### A. Compensatory Time Eligibility

The Employer will grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

## B. <u>Maximum Compensatory Time</u>

Employees may accumulate no more than one hundred twenty (120) hours of compensatory time.

### C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. The Employer may schedule an employee to use his/her compensatory time with seven (7) calendar days' notice.

# ARTICLE 8 TRAINING AND EMPLOYEE DEVELOPMENT

- 8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
- **8.2** Participation in education and/or training programs required by the Employer, including travel, will be compensated as time worked. The Employer will pay for all required training as determined by agency policy.
- **8.3** The Employer may approve additional professional or technical training and/or education courses. Additional courses will normally include those that will enhance employees' technical proficiency and future performance. When approved, the Agency will pay costs in accordance with agency policy. If an employee's request for training is denied, a reason for the denial shall be provided to the employee.
- 8.4 The Employer will provide or make available, and the employees will participate in, training approved by management in order to maintain their professional skills, standards and proficiencies as established by the Agency and their profession.
- **8.5** Employees will not lose work time if approved to attend a professional conference. Travel and other expenses will be reimbursed in accordance with <u>Article 21</u>, Travel, of this Agreement.

#### **8.6** Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this

Agreement is important. The union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session. The training will be completed by the parties within ninety (90) days of publishing or posting of this Agreement.

#### **8.7** Tuition Reimbursement

- A. The Agency may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
- B. The Agency will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.
- C. Agency funds expanded for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.
- D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed. When payment is not made by the approving agency the gaining agency may, at its option, reimburse the employee.

# ARTICLE 9 LICENSURE AND CERTIFICATION

- 9.1 Employees are expected to update and maintain any license and/or certification that is required as part of the minimum qualifications for their position. Such requirement will be waived if the certification and/or license is not required to be maintained after date of hire. When the position requires any specialized license, including a driver's license, the employee shall be responsible for the cost of the license and/or certification and for all renewal costs.
  - Employees are required to provide a copy of their required license(s) and/or certification(s) to their Appointing Authority or designee.
- 9.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or

certification. The Employer will reimburse the employee for the renewal costs of licenses and/or certifications not required as a condition of employment upon appointment.

- **9.3** Employees will notify their Appointing Authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.
- 9.4 Employees for whom a license and/or certification is required and for whom that license or certification has expired or been restricted, revoked or suspended may be placed on leave without pay, in accordance with <a href="Article 17">Article 17</a>, Leave Without Pay until the license and/or certification is renewed or restored, whichever comes first and/or disciplined (up to and including termination) in accordance with <a href="Article 26">Article 26</a>, Discipline.

# ARTICLE 10 HOLIDAYS

#### 10.1 Paid Holidays

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

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

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

#### 10.2 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, overtime-eligible employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article 7, Overtime.

- C. For full-time or part-time employees with a Monday-through-Friday work schedule:
  - 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
  - 2. When a holiday falls on a Sunday, the following Monday will be the holiday.
- D. For full-time or part-time employees who do not have a Monday-through-Friday work schedule:
  - 1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
  - 2. When a holiday falls on the employee's scheduled day off, the Agency will treat the employee's workday before or after as the holiday. An employee may request an alternate day off as his/her holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.
- E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Agency. It will start either at:
  - 1. The beginning of the scheduled night shift that begins on the holiday, or
  - 2. The beginning of the shift that precedes the holiday.
    - The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the Agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.
- F. Part-time employees who begin employment before and remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he/she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. All employees must be employed before and after the

holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

For example, if an employee is scheduled to start work at 8:00 a.m. on the holiday and scheduled to finish their shift at 8:00 a.m. the following day, they will be treated as working on the holiday. An employee scheduled to start work at 8:00 a.m. on the day before the holiday and scheduled to finish their shift at 8:00 a.m. on the holiday would be given a designated holiday under 10.2.D.

#### 10.3 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday provided:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and
  - 2. The number of employees selecting a particular day off does not prevent the Agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity. Failure to do so cannot be used as the basis for denial of time off.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

- G. Part or all of a personal holiday may be donated as shared leave in accordance with <a href="Article 13">Article 13</a>, Shared Leave. Any portion of a personal holiday that remains will be taken by the employee in one absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C and D above.
- H. Upon request, an employee will be approved to use part or all of his/her personal holiday for:
  - 1. The care of family members in accordance with the Family Care Act and WAC 296-130;
  - 2. Leave as required by the Military Family Act, RCW 49.77; or
  - 3. Leave as required by the Domestic Violence Leave Act RCW 49.76.

Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to request and approval as described in Subsections B, C and D above.

#### 10.4 Observance of Holidays

- A. When operational necessity requires employees to work on any holiday during legislative session, at the option of the employee, they shall be compensated at their applicable straight time rate and another day off, with pay. The substitute day off shall be at a time that is mutually agreeable to both the employee and the employer, provided however, the substitute day will be used by the employee prior to the use of vacation time.
- B. Employees terminating their employment with the Department shall be entitled to take any unused holiday or receive equivalent cash compensation.

# ARTICLE 11 VACATION LEAVE

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

#### 11.2 Vacation Leave Credits

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

accrual below. Employees cannot use or be compensated for leave accrued during the first six (6) months of employment.

#### 11.3 Vacation Leave Accrual

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue vacation leave according to

the rate schedule below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

#### 11.4 Vacation Leave Accrual Rate Schedule

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

#### 11.5 Vacation Leave Usage

- A. Vacation leave will be charged by rounding upward to the nearest one-tenth (1/10th) of an hour increments.
- B. Employees may request vacation leave at any time on a first come, first served basis; however, posted vacation schedules shall take precedence.

C. Employees will not request or be authorized to take scheduled vacation leave if they will not have accrued sufficient vacation leave credits to cover the absence at the time of the scheduled leave.

#### 11.6 Vacation Scheduling for All Other Employees

- A. Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor prior to December 15th for the following calendar year. Employees will be granted their requested period of leave by bargaining unit seniority in so far as possible. The supervisor will compile and post the schedule by January 15th. Should Management be required to cancel previously scheduled annual leave due to an emergency, employees so affected will be given top priority for rescheduling Employees may request additional vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.
- B. An employee who is reassigned or bumped to a new position due to a layoff action will retain his/her approved vacation schedule.

#### 11.7 Family Care

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

#### 11.8 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 17.12.

#### 11.9 Domestic Violence Leave

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

#### 11.10 Vacation Cancellation

#### A. Employer Initiated

Should the Employer be required to cancel scheduled vacation leave because of an emergency, the affected employee may select new vacation leave from available dates. In addition, in those cases where an employee will not have sufficient leave to cover the absence at the time it commences, the Employer may cancel the approved vacation or authorize leave without pay.

#### B. Employee Initiated

Employee requested cancellations of scheduled vacation leave must be submitted in writing and is subject to prior approval by the Employer.

#### 11.11 Vacation Leave Maximum

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

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

#### 11.12 Separation

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

# ARTICLE 12 SICK LEAVE

#### 12.1 Sick Leave Accrual

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

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

## 12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his/her job, or personal medical or dental appointments.
- B. Care of family members for illness, injury, and medical or dental appointments as required by the Family Care Act, <u>WAC 296-130</u>.

- C. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.
- D. Qualified Absence under the Family Medical Leave Act.
- E. Death of a relative. In addition to relatives defined in <u>Article 17.5</u> D relatives include foster child, aunt, uncle, niece, nephew, first cousin and corresponding relatives of employee's spouse, state registered domestic partner as defined by <u>RCW 26.60.020</u> and <u>26.60.030</u>, or significant other.
- F. Leave for Military Family Leave as required by <u>RCW 49.77</u> and in accordance with Article 17.12.
- G. Leave for Domestic Violence Leave as required by <u>RCW 49.76</u>.
- H. Preventative health care appointments of family members or household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. Family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, minor/dependent child, and child.
- I. To care for a minor/dependent child with a health condition requiring treatment or supervision.
- J. When an employee is absent from work to be with member(s) of the employee's household or relatives of the employee, employee's spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer. For purposes of this subsection, "relatives" is limited to spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, grandchild, grandparent, parent, step-parent, sister, brother or parent-in-law.

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

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

#### 12.4 Restoration of Vacation Leave

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

### 12.5 Sick Leave Reporting and Verification

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

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

#### 12.6 Sick Leave Annual Cash Out

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

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

All converted hours will be deducted from the employee's sick leave balance.

#### 12.7 Carry Forward and Transfer

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

#### 12.8 Sick Leave Separation Cash Out

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

### 12.9 Reemployment

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

# ARTICLE 13 SHARED LEAVE

- 13.1 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:
  - A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
  - B. Employee's relative is limited to the employee's spouse, state registered domestic partner as defined by <u>RCW 26.60.020</u> and <u>26.60.030</u>, child, stepchild, grandchild, grandparent, or parent.
  - C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
  - D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.
  - E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
  - F. Uniformed services means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

- G. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in <a href="RCW 26.50.010">RCW 26.50.010</a>; sexual assault of one family or household member; or stalking as defined in <a href="RCW 9A.46.110">RCW 9A.46.110</a> of one family or household member by another family or household member.
- H. "Sexual assault" has the same meaning as in RCW 70.125.030.
- I. "Stalking" has the same meaning as in RCW 9A.46.110.
- J. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.
- 13.2 An employee may be eligible to receive shared leave under the following conditions:
  - A. The employee's Agency Head or designee determines that the employee meets the criteria described in this Section.
  - B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under <u>RCW 51.32</u> if the employee qualifies under Section 13.3.
  - C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Section 13.3 A.1 or Section 13.3 A.4.
  - D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 13.3 A.2.
  - E. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under subsection 13.3 A.3.
  - F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.
- 13.3 An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:
  - A. The receiving employee either:

- 1. Suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
- 2. Has been called to service in the uniformed services; or
- 3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers his/her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
- 4. Is a victim of domestic violence, sexual assault, or stalking.
- B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the receiving employee to:
  - 1. Go on leave without pay status; or
  - 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete his/her:
  - 1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Section 13.3; or
  - 2. Vacation leave and paid military leave allowed under <u>RCW 38.40.060</u> if the employee qualifies under Section 13.3; or
  - 3. Vacation leave if the employee qualifies under subsection 13.3 A.3.
- E. The Agency Head or designee permits the leave to be shared with an eligible employee.
- F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for annual leave balances will be prorated.
- G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.

- H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 13.4 The Agency Head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he/she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.
- 13.5 The Agency Head or designee will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 13.3. The Agency Head will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 13.3 A.2. The Agency Head or designee will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Section 13.2 A.3. The Agency Head or designee will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Section 13.A.4.
- 13.6 Any donated leave may only be used by the recipient for the purposes specified in this Section.
- 13.7 The receiving employee will be paid his/her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

- 13.8 All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3 A.2 or 13.3 A.3.
- 13.9 Any shared leave not used by the recipient during each incident/occurrence as determined by the Agency Head or designee will be returned to the donor(s). Before returning unused leave in connection with an illness or injury, the Agency Head or designee must receive from the receiving employee a doctor's statement verifying the need for shared leave is resolved. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.
- **13.10** All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- **13.11** The Agency will maintain records which contain sufficient information to provide for legislative review.
- **13.12** An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that he/she used.

### ARTICLE 14 FAMILY AND MEDICAL LEAVE - PREGNANCY DISABILITY LEAVE

- 14.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any one or more of the following reasons 1-4:
  - 1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
  - 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
  - 3. Family medical leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW <u>26.60.020</u> and <u>26.60.030</u>, who suffers from a serious health condition that

requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA.

- 4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During the single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) weeks of leave for Military Caregiver Leave and leave taken for the other FMLA qualifying reasons.

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

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
- 14.2 The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

- 14.3 The Employer will continue the employee's existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay his/her share of health insurance, life insurance and disability insurance premiums.
- 14.4 The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for an family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. Any employee using paid leave for a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to paid leave.
- 14.5 The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.
- 14.6 Personal medical leave, serious health condition leave or serious injury or illness leave covered by the family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 14.7 Upon returning to work after the employee's own family medical leave-qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider. Once the employee provides the fitness for duty certification, the agency will not delay the return to work while the agency seeks clarification and authentication from the employee's health care provider.
- 14.8 The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

#### 14.9 Parental Leave

A. Parental leave will be granted to the employee for the purpose of bonding with his/her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in Article 27.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.

#### 14.10 Pregnancy Disability Leave

- A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or WFLA.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.
- 14.11 The parties recognize that the Department of Labor is working on further defining the recent amendments to FMLA. The Employer and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

# ARTICLE 15 SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

- 15.1 If the Employer decides that a state office or work location is non-operational due to severe inclement weather or natural disaster, the following will apply:
  - A. Non-emergency (or emergency, if applicable) employees may be released with no loss of pay during the disruption of services.
  - B. Non-emergency (or emergency, if applicable) employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.
  - C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four (4) weeks. The employee's leave will be charged in the following order:
    - 1. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;

- 2. Any accrued vacation leave;
- 3. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
- 4. Leave without pay.
- D. At the discretion of the Employer, if, after four (4) weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with <u>Section 31.5</u> of <u>Article 31</u>, Layoff and Recall, of this Agreement.
- 15.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:
  - A. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
  - B. Any accrued vacation leave;
  - C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year; then
  - D. Leave without pay

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

15.3 Employees who report to work late due to severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time (up to two (2) hours for employees who work on McNeil Island). The State may grant additional paid time if deemed reasonable under the circumstances. Section 16.2 will apply to any additional late time.

# ARTICLE 16 MISCELLANEOUS LEAVE

- **16.1** Subject to the Employer's prior approval, employees will be allowed paid leave, during scheduled work time, for:
  - A. <u>Examinations or interviews for state employment:</u>

Each employee will be allowed paid leave during his/her scheduled work hours for examinations and interviews for state employment. Approval cannot be denied for up to four times in a calendar year, unless it interferes with the business needs of the agency. Any additional examinations and interviews are subject to the Employer's prior approval. The employer may approve reasonable travel time.

- B. Assessment from the Employee Assistance Program (EAP);
- C. Life-giving procedures;
- D. Jury Duty as outlined in 16.2;
- E. To appear in court or administrative hearing, as specifically provided below in Section 16.3;
- F. For bereavement leave, as specifically provided below in Section 16.5.

#### 16.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his/her jury duty summons. If selected to be on a jury, employee-requested schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

- 16.3 A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in a court or an administrative hearing for work-related cases, unless he/she:
  - A. Is a party in the matter and is not represented by the Attorney General's Office of the state of Washington, or
  - B. Has an economic interest in the matter.

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

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

#### 16.5 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if his/her family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave,

- exchange time, his/her personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. For purposes of this sub-article a family member is defined as parent, stepparent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, child and stepchild. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

#### 16.6 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day per fiscal year during the life of this Agreement if the employee has been continuously employed for more than six (6) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to his/her supervisor. However, the supervisor has the discretion to allow a shorter notice period.
  - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
  - 3. The employee's use of such a leave day does not require the Employer to incur any costs, such as backfilling for a position with overtime.
- C. Personal leave may not be carried over.
- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Upon request, an employee will be approved to use part or all of his/her personal leave day for:
  - 1. The care for family members as required by the Family Care Act, WAC 296-130;
  - 2. Leave as required by the Military Family Leave Act, <u>RCW 49.77</u> and in accordance with <u>Article 17.12</u>; or

- 3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.
- F. This provision will expire on June 30, 2017.

#### 16.7 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 participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

# ARTICLE 17 LEAVE WITHOUT PAY

- **17.1** Leave without pay will be granted for the following reasons:
  - A. Family and medical leave-pregnancy disability leave (Article 14);
  - B. Compensable work-related injury or illness leave;
  - C. Military leave;
  - D. Volunteer firefighting leave;
  - E. Military family leave;
  - F. Domestic violence leave.

#### 17.3 Limitations

Leave without pay may be limited to no more than twelve (12) months in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness;
- B. Educational leave;
- C. Governmental Service Leave;
- D. Military;
- E. Seasonal career employment leaves;
- F. Volunteer fire fighting;
- G. Domestic violence leave;

- H. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability; or
- I. Leave taken under the provisions of <u>Article 14</u>, Family and Medical Leave.

#### 17.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or if the leave is for an extended period, in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement.

#### 17.5 Military Leave

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

#### 17.6 Educational Leave

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

#### 17.7 Child and Elder Care Emergencies

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

#### 17.8 Seasonal Career Employment

Leave without pay may be granted to seasonal career employees during their offseason.

#### 17.9 Governmental Service Leave

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

#### 17.10 Volunteer Firefighting Leave

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

#### 17.11 Professional Growth Opportunity

Leave without pay may be granted for an employee to engage in a professional growth opportunity that will demonstrably provide an immediate or future benefit to the agency that grants the leave without pay.

#### 17.12 Military Family Leave

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

#### 17.13 Domestic Violence Leave

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

#### 17.14 Loss of a Required License and/or Certification

Employees whose license and/or certification has expired may be placed on leave without pay until the license and/or certification is renewed.

#### 17.15 Use of Paid Leave

With the approval of the Appointing Authority, employees will be allowed to utilize accrued sick leave, personal holiday or vacation leave when on authorized leave without pay due to illness or injury.

# ARTICLE 18 SAFETY AND HEALTH

- 18.1 It is to the mutual benefit of the Employer and the employees that safe work practices are followed. The Employer, Employee and Union have a significant responsibility for workplace safety and health.
  - A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties.

- B. Employees will comply with all safety and health practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.
- C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with <a href="Article 12">Article 12</a>, Sick Leave, when employees self-report a contagious health condition.
- D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.
- **18.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job.
- **18.3** Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.
- 18.4 Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of Union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

#### 18.5 Ergonomic Assessments

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

#### **18.6** Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with <u>Article 18.6</u>.

# ARTICLE 19 UNIFORMS, TOOLS AND EQUIPMENT

#### 19.1 Uniforms

As established by current practice, the Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform, or an equivalent clothing allowance. Employees may be required to return all provided uniform upon separation from employment.

#### 19.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all tools, equipment and foul weather gear upon separation from employment.

#### 19.3 Acquisition of New Equipment in DES Printing Plant

Management maintains its right to determine the methods, means, and kinds of work and equipment to perform its production and provide customer service.

A New Equipment Committee is established consisting of two (2) persons mutually selected by the local Union and Management; and two (2) persons mutually selected by the Director of DES or his or her designee. This Committee shall evaluate all questions related to introducing new equipment or creating significant changes in present equipment and manual tasks raised by the Union. The Committee will make a recommendation to Management within ten (10) full business days after the question has been presented to the Committee.

The Employer agrees to provide sixty (60) days notice to the Union that it will be changing equipment. Management will consider feedback provided but retains the full authority to make the final decision. When practicable, staff will be retrained, trained, or given reasonable time to adapt to a new work process or equipment, evolved equipment, or operation and maintenance of such equipment.

#### 19.4 Taxability

The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

### ARTICLE 20 DRUG AND ALCOHOL FREE WORKPLACE

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

#### 20.2 Possession of Alcohol and Illegal Drugs

- A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when:
  - 1. The premises are considered residences; or
  - 2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law.
- B. The use or possession of marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business.
- C. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs, including marijuana, in state vehicles, on agency premises, or on official business is prohibited.

#### 20.3 Prescription, Medical Marijuana, and Over-the-Counter Medications

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

#### 20.4 Drug and Alcohol Testing – Safety Sensitive Functions

- A. Employees required to have a Commercial Driver's License (CDL) or to be tested by the United States Coast Guard, are subject to preemployment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.
- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident and reasonable suspicion testing in accordance with agency policy.
  - 1. For employees who perform safety-sensitive functions, a post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

#### **20.5** Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

#### B. Assessment and Treatment

The employee will be relieved from dutyand placed on sick leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitiation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he/she refuses to participate in or successfully complete any DBHR certified program.

#### C. Return to Work

Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject torandom testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he/she will be terminated.

#### D. Release of Information

Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

#### **20.6** Reasonable Suspicion Testing

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

#### B. Referral

Referral for testing will be made on the basis of specific written objective grounds documented by a supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances/alcohol.

#### C. Testing

- 1. When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.
- 2. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance, marijuana or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.
- 3. An employee who has a positive alcohol, marijuana, and/or controlled substance test may be subject to disciplinary action, up to and including discharge based on the incident that prompted the testing.

#### 20.7 Training

Training will be made available to managers, supervisors and lead-workers. Each Union may designate one (1) union steward or representative to attend training and provide training materials to the Union. Any additional requests for training will need Appointing Authority approval. The training will include:

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by alcohol, marijuana, and/or controlled substances; and
- D. Rehabilitation services available.

#### 20.8 Rehabilitation

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

# ARTICLE 21 TRAVEL

- 21.1 Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy. When determining whether or not a hotel stay for an employee who will be in travel status is warranted, the Agency will take into consideration the health and safety of the employee traveling. This may include consideration of hazardous inclement weather, extraordinary number of hours worked, the nature of the work required, and/or other travel-related circumstances which could threaten the safety of the employee.
- 21.2 Employees shall be notified upon hire of the necessity to use their personal vehicle for state business, if such use is on a regular/frequent basis. The employer agrees to compensate employees in accordance with OFM regulations for the use of their personal vehicle when authorized in advance by the Appointing Authority or a designee. Employees shall not be required to ride in another employee's personal vehicle.
- 21.3 Employees with permanently assigned vehicles may be permitted to park the vehicle at their home provided all necessary documentation has been reviewed and approved by the Employer and in accordance with the Office of Financial Management regulations.

### ARTICLE 22 UNIFORMED SERVICE SHARED LEAVE POOL

#### 22.1 Purpose

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

#### 22.2 **Definitions**

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

- A. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. "Military salary" includes base, specialty and other pay, but does not include allowances like the basic allowance for housing.
- C. "Monthly salary" includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. "Monthly salary" does not include overtime pay, callback pay, standby pay or performance bonuses.

- D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the president of the United States in time of war or national emergency.

#### 22.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
  - 1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
  - 2. The employee has been called to service in the uniformed services.
  - 3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
  - 4. The employee's absence and the use of shared leave are justified.
  - 5. The employee has depleted or will shortly deplete his/her vacation leave and paid military leave allowed under RCW 38.40.060.
  - 6. The employee has followed agency rules regarding military leave.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
  - 1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
  - 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick

leave balance to fall below one hundred seventy-six (176) hours after the transfer.

3. The donating employee may donate all or part of a personal holiday.

#### 22.4 Process

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

# ARTICLE 23 OFF-DUTY CONDUCT

23.1 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in state law or are detrimental to the employee's work performance or the program of the Agency.

#### 23.2 All Employees

Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift or work period, whichever occurs first.

23.3 Employees will notify the employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that is in accordance with agency/program policy and will not interfere with the performance of their duties or result in a conflict of interest.

# ARTICLE 24 COMMUTE TRIP REDUCTION AND PARKING

- 24.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.
- 24.2 Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 24.3 During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capital Campus will not be increased from the facility parking rates in existence as of June 30, 2009.
- **24.4** The Appointing Authority or designee may approve modified schedules which further trip reduction goals.

# ARTICLE 25 DEFENSE AND INDEMNIFICATION

#### 25.1 Employee Liability

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his/her employment for the state, he/she has the right to request representation and indemnification through his/her agency in accordance with <u>RCW 4.92.060</u> and <u>070</u> and agency policy.

# ARTICLE 26 DISCIPLINE

#### 26.1 Just Cause

The Employer will not discipline any permanent employee without just cause.

#### 26.2 Employee Privacy

When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

#### 26.3 Forms of Discipline

Discipline includes oral and written reprimands, reduction in pay, suspension, demotion, and discharge.

#### **26.4** Investigative Process

- A. The Employer has the authority to determine the method and develop appropriate guidelines for conducting investigations and notify the Union of those guidelines.
- B. Upon written request of the Union, if an investigation lasts longer than sixty (60) days from the date the employee was notified of the investigation, the Employer will notify the Union of the current status of the investigation (for example: interviews pending, drafting of investigative report, waiting for analysis of data), next steps and anticipated timeframe for completion. The Employer will provide its response to the Union's request for the current status of the investigation at least ten (10) days from the date of request by the union. However, in the event the Employer does not respond to the Union's request for a status of the investigation within ten (10) days, the failure to meet this timeframe will not be a basis for challenging the disciplinary action or precluding admissibility of evidence.
- C. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification when the investigation is completed and that no discipline will be imposed.

#### 26.5 Investigatory Interviews

- A. The Employer will notify the employee in advance of an investigatory interview and the nature of the interview.
- B. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are

responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

- C. Employees have a duty to cooperate with an Agency investigation. Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington and this collective bargaining agreement.
- D. The Employer will allow a reasonable break for an employee participating in an investigatory interview.

#### **26.6** Alternative Assignments

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

which case the employee may contact another union representative. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified.

#### **26.7** Pre-Disciplinary Meetings

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

#### **26.8** Notice Prior to Reduction in Pay or Demotion

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

#### **26.9** Ability to Grieve Specific Discipline

The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in <u>Article 27</u>. Oral reprimands, however, may only be processed through the Agency Head step of the grievance procedure.

#### 26.10 Copy of Disciplinary Action Provided to Union

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

# ARTICLE 27 GRIEVANCE PROCEDURE

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

#### **27.2** Terms and Requirements

#### A. Grievance Definition

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

#### B. Filing a Grievance

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

#### C. <u>Computation of Time</u>

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

#### D. Failure to Meet Timelines

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

#### E. Contents

The written grievance must include the following information:

- 1. The nature of the grievance;
- 2. All pertinent facts or issues, including date of occurrence, upon which the grievance is based;
- 3. The specific article and section of the Agreement violated;
- 4. The specific remedy requested; and

5. The name and signature of the grievant(s) or the Union representative.

#### F. Modifications

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

#### G. Resolution

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

#### H. Withdrawal

A grievance may be withdrawn at any time.

#### I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

#### J. Pay

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

#### K. Consolidation

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

#### L. Bypass

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

#### M. Discipline

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

#### 27.3 Filing and Processing

#### A. Filing

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

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

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

#### B. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

#### C. <u>Processing</u>

#### **Step 1: Appointing Authority or Designee:**

If the issue is not resolved informally, the Union may file a written grievance with the employee's supervisor or designee with a copy to the Human Resources Office, within the fifteen (15) day period described above. The Employer will designate a responsible supervisor, manager or designee who will, upon agreement of the parties, meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting. If the parties cannot agree on the meeting process, the Union may move the grievance to Step 2 of the grievance procedure.

#### **Step 2: Agency Head or Designee:**

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

#### **Step 3: Mediation of Pre-Arbitration Review Meeting:**

If the grievance is not resolved at Step 2, the Union may either file a request for mediation with Public Employment Relations Commission (PERC) or file a demand for arbitration with a copy of the grievance and all responses attached.

#### A. Request for Mediation

The Union may choose to file a request for mediation with PERC in accordance with WAC 391-55-020, with a copy to the OFM/SHR Labor Relations Section (OFM/SHR/LRS) and the agency's Human Resources Office within fifteen (15) days of receipt of the Step 2 decision

#### B. Request for Pre-Arbitration Review Meeting (PARM)

As an alternative to requesting mediation, the Union may request a PARM. The PARM shall be filed with the Assistant Director of the OFM/SHR/LRS and the Agency's Human Resource Office within fifteen (15) days of the Union's receipt of the Step 2 decision. Within fifteen (15) days of the receipt of the arbitration demand, the OFM/SHR/LRS will either:

- 1. Schedule a pre-arbitration review meeting with the OFM/SHR/LRS Assistant Director or designee, an agency representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or through a mutually agreed upon list of arbitrators or,
- 2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fifteen (15) days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA, FMCS, or through a mutually agreed upon list of arbitrators.

#### **Step 4: Arbitration:**

#### Filing Demand to Arbitrate

If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the appropriate organization within fifteen (15) days of the mediation session or PARM.

#### C. Selecting an Arbitrator

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

#### D. Authority of the Arbitrator

- 1. The arbitrator will:
  - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;

- b. Be limited in his/her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any decision that would result in the violation of this Agreement;
- 2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
- 3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

#### E. Arbitration Costs

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

#### 27.4 Election of Remedies

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

# ARTICLE 28 PERSONNEL FILES

- 28.1 There will be one (1) official personnel file maintained by the Employer for each employee. Additional employee files may include supervisory, attendance, payroll and medical files. The location of personnel files will be determined by the Agency. Medical files will be kept separate and confidential in accordance with state and federal law. An employee will have the right to examine his/her own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he/she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his/her representative.
- 28.2 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least ten (10) calendar days in advance of the intended release date.
- 28.3 Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the official personnel file.
- 28.4 Prior to any document that may be deemed derogatory to the employee being placed into the employee's personnel file, the employee will be provided a copy.

#### 28.5 Removal of Documents

- A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:
  - 1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
  - 2. There has been no subsequent discipline; and
  - 3. The employee submits a written request for its removal.
- B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years, will be removed after six (6) years if:
  - 1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
  - 2. There has been no subsequent discipline; and

- 3. The employee submits a written request for its removal.
- C. Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.
- D. Any disciplinary actions removed from an Employee's personnel file may not be considered for progressive purposes.

#### 28.6 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following the completion of the annual performance evaluation, unless circumstances warrant otherwise. If circumstances warrant retention of a document past an annual performance evaluation, it shall be purged upon the next annual performance evaluation. Employees retain a right to review their supervisory file.

# ARTICLE 29 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- **29.1** The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 29.2 An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of his/her position may request such an accommodation by submitting a request to the Agency.
- 29.3 Employees requesting accommodation must cooperate with the Agency in discussing the need for and possible form of any accommodation. The Agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information disclosed to the Agency will be kept confidential.
- 29.4 The Agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided.
- An employee with permanent status may be separated from service when the Agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the Agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The Agency must make a disability determination within a reasonable amount of time after the submittal of this paperwork. The Agency can require an employee to obtain an independent medical examination at the

Agency's expense, including paid time, from a physician or licensed mental health professional of the Agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations.

An employee may elect to have a second medical examination, at the employee's expense, if the employee disagrees with the results of the Agency's physician's exam. The employee must use approved leave for the second exam. Upon request, the Agency will provide a copy of the documents which were provided to the Agency's examining professional to the employee's selected examining physician. The results of this examination will be taken into consideration when making an accommodation or separation determination.

- 29.6 The Agency may separate an employee when the Agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.
- 29.7 An employee separated due to disability, will be placed in the General Government Transition Pool Program if he/she submits a written request for reemployment and has met the reemployment requirements of <u>WAC 357-46-090</u> through 105. Employees participating in the transition pool program shall have no right of appeal within the program.
- 29.8 Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve his/her disability separation in accordance with <a href="Article 27">Article 27</a>, Grievance Procedure, unless separation was at the employee's request. Upon written request, an employee who grieves a disability separation will be provided a copy of the medical information the Agency used to make the disability separation determination.

# ARTICLE 30 SENIORITY

#### 30.1 Definition

- A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when leave without pay is taken for:
  - 1. Military leave or United States Public Health Services Workers' compensation;

- 2. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;
- 3. Educational leave, contingent upon successful completion of the coursework;
- 4. Reducing the effects of layoff; and/or
- 5. Compensable work related injury or illness leave.

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

B. For the purposes of layoffs and recall, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse, or surviving state registered domestic partners as defined by <a href="RCW 26.60.020">RCW 26.60.020</a> and <a href="26.60.030">26.60.030</a>, as provided for in RCW 41.06.133.

#### **30.2** Ties

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

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

#### 30.3 Semi-Annual Seniority List Posting

The Employer will prepare and post a seniority list and provide a copy to the Union by April 15th and September 15th of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. The list will be arranged in descending order of seniority. For the purpose of this posting, the seniority list will not include military service credit. Employees will have thirty (30) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct.

30.4 For purposes of layoff, the Employer will, at least thirty (30) days prior to the layoff or upon request by the union, provide the Union headquarters with the

seniority list adjusted for military service credit. without dates specified. The Union will provide the Employer with any known discrepancies in seniority as soon as known. The list will be arranged in descending order of seniority. The parties recognize that the list may change as new information is provided and therefore the parties agree that the list provided to the union is an unofficial document intended only to supply general information based on DD214(s) on file with the agency.

# ARTICLE 31 LAYOFF AND RECALL

#### 31.1 Definition

Layoff is an Employer-initiated action, taken in accordance with <u>Section 31.3</u> below, that results in:

- A. Separation from service with the Employer,
- B. Employment in a class with a lower salary range,
- C. Reduction in the work year,
- D. Reduction in the number of work hours.
- 31.2 The Agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article Thirty (30) calendar days prior to any layoff, with the exception of those resulting from subsection 31.6 below, each affected Agency will notify its respective union of its intent to lay off bargaining unit members. This notice shall include: the anticipated position(s) to be eliminated; an electronic list of the seniority of all bargaining unit employees including employee's job class and program; and a list of all known vacancies.

#### 31.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

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

#### 31.4 Voluntary Layoff, Leave Without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his/her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the

same time, the Appointing Authority will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

#### 31.5 Permanent, Non-Permanent and Probationary Employees

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

#### 31.6 Temporary Reduction of Work Hours or Layoff – Agency Option

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

#### 31.7 Layoff Units

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

#### 31.8 Skills and Abilities

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

For the purposes of layoff, the Agency will use the most current completed position description form (reviewed, approved and signed by the appropriate chain of command) as the primary basis for determining the skills and abilities necessary to perform the duties of the position. Agencies will ensure that position description forms accurately reflect the job duties of the position. The union may challenge the use of any PDF within the bargaining unit that shows a significant change in the required skills and abilities for the position within three months of the layoff notice.

#### 31.9 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in Article 30, Seniority, among the group of employees with the required skills and abilities as defined in Section 31.8 of this Article. The Agency will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided an option to a comparable position in descending order within the layoff unit. Once an option as described in 1 3 below is available and offered, no further formal option will be provided.
  - 1. A funded vacant position for which the employee has the skills and abilities, within his/her current job classification. If there are multiple funded vacancies within the layoff unit, the employee(s) will be afforded a choice of vacancies according to seniority and the required skills and abilities.
  - 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his/her current job classification.
  - 3. A funded vacant position or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his/her current permanent position, within a job classification in which the employee has held permanent status, or, at the employee's written request, to a lower classification within his or her current job classification series even if the employee has not held permanent status in the lower job classification.
- B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of the employees with the skills and abilities of the position(s).
- C. If a job classification in which an employee has previously held status has been abolished or revised, a cross-walk to the class series will be used to

identify layoff options. The employee must have the skills and abilities of any identified positions(s).

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions.

#### 31.10 Informal Options

An employee being laid off may be offered a funded vacant position to job classifications he/she has not held permanent status within his/her layoff unit provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status. The Agency will determine if the employee possesses the required skills and abilities for the position.

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

#### 31.11 Notification to Employees With Permanent Status

- A. Except for temporary reduction in work hours and temporary layoffs as provided in <u>Section 31.6</u>, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union/Association will be provided with a copy of the notice at the same time the employee is notified.
- B. Except for temporary reduction in work hours and temporary layoffs as provided in <u>Section 31.6</u>, if the agency chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee will be paid his/her salary for the days that he/she would have worked had full notice been given.
- C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the agency to the employee.
- D. The day that notification is given constitutes the first day of notice.

#### 31.12 Moving Expenses

An employee whose layoff option requires an increase of thirty-five (35) additional commute miles and who chooses to move the permanent residence to reduce the commute will be entitled to reimbursement of moving expenses as defined in OFM regulation.

#### **31.13** Salary

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

#### A. <u>Transfer or Bump</u>

An employee who accepts a transfer or bumps to another position within his/her current job classification will retain his/her current salary.

B. <u>Voluntary Demotion in Lieu of Layoff or Bump to a Lower Position</u>
An employee who voluntarily demotes in lieu of layoff or who bumps to another position with a lower salary range will be paid an amount equal to his/her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the

position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

#### C. Appointment from a Layoff List

- 1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any general wage increase or step increase that occurred during the time they were laid off.
- 2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

#### 31.14 Transition Review Period

- A. The Agency may require an employee to complete a six(6) month transition review period when the employee accepts a layoff option to a job classification in which he/she has:
  - 1. Not held permanent status;
  - 2. Been appointed from the General Government Transition Pool Program;
  - 3. Been appointed from a layoff list.
- B. The Agency will have the authority to extend or shorten an employee's review period as long as the extension does not cause the review period to exceed twelve (12) months. In such case, the Employer will provide written notice of the extension to the union and employee of the basis for

- an extension. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Agency may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as his/her eligibility expires or he/she has been rehired, whichever occurs first. Separation during, or extension of, the transition review period will not be subject to the grievance procedure in <a href="Article 27">Article 27</a>.

## **31.15 Recall**

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

#### 31.16 General Government Transition Pool Program

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

#### 31.17 Seasonal Career Employment

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Appendix B. Employees will be given no less than two (2) working days' notice of a layoff.
- B. Formal options will be determined using the procedure outlined in <u>Section 31.9</u>, above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal layoff list

for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.

## ARTICLE 32 MANAGEMENT RIGHTS

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

- N. Determine training needs, methods of training and employees to be trained;
- O. Determine the reasons for and methods by which employees will be laid-off; and
- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

## ARTICLE 33 LABOR/MANAGEMENT COMMUNICATION COMMITTEE

## 33.1 Purpose

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

#### 33.2 Committees

Agency statewide Labor/Management Communication Committees with each exclusive bargaining representative will be established to discuss and exchange information of a group nature and general interest to both parties.

#### A. Composition

Labor/Management Communication Committees will consist of:

- 1. Up to three (3) employee representatives and up to three (3) employer representatives.
- 2. The Employer and Union will be responsible for the selections of their own representatives. Additional paid staff of the Union and the Employer may also attend. If agreed to by both parties, additional representatives may be added.

## B. <u>Participation</u>

- 1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
- 2. On the day of the Communication Committee Meeting, employees traveling to and from and attending committee meetings during their regularly scheduled work time will have no loss in pay. Travel to and from, and attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any mileage, lodging

and/or per diem expenses of employee representatives, unless a state vehicle is available and authorized for employee's use to conduct official state business.

## C. Meetings

Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise. All committee meetings will be scheduled on mutually acceptable dates and times.

D. Each party will provide the other with any topics for discussion ten (10) calendar days prior to a scheduled meeting. During the meeting, notes may be taken by either party.

## E. <u>Scope of Authority</u>

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

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

## ARTICLE 34 UNION ACTIVITIES

## 34.1 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the Employer's offices or facilities in areas designated by the Employer to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the Agency.

#### 34.2 Union Stewards/Association Representatives

All references to "stewards" will also refer to Association Representatives.

A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not

recognize an employee as a union steward if his/her name does not appear on the list.

- B. Union stewards will be released during their normal working hours to attend meetings scheduled with management within the steward's designated area or facility, for the following representational activities:
  - 1. Grievance meetings, including attempts at informal resolution; and/or
  - 2. Investigatory interviews and pre-disciplinary meetings, in accordance with <u>Article 26</u>, Discipline.

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

C. If the amount of time a union steward spends performing representational responsibilities is affecting his/her ability to accomplish assigned duties, the Employer will discuss potential remedies with the employee and the Union.

## 34.3 Use of State Facilities, Resources and Equipment

A. <u>Meeting Space and Facilities</u>

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

## B. Supplies and Equipment

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

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

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union stewards may utilize state owned/operated equipment to communicate with the affected employees

and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

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

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

## 34.4 Bulletin Boards

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

#### 34.5 Union Training

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

#### **34.6** Contract Negotiations

Each Union may designate no more than two (2) bargaining unit members who will serve as the negotiation committee and will be allowed to attend up to ten (10) negotiation sessions, agreed upon by the union and management, without loss of pay. The Union will notify the State of those members who will be designated as the bargaining team.

## 34.7 New Employee Orientation

When the Employer provides a formal new employee orientation program, the Union will be given an opportunity to have a Union representative speak to their members for not more than thirty (30) minutes to provide information about the Union and Agreement.

## ARTICLE 35 DUES DEDUCTION

#### 35.1 Union Dues

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

## 35.2 Agency Shop

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

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

discharged if the employee does not comply with the requirements in this Section.

#### 35.3 Dues Cancellation

An employee may cancel his/her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be discharged, subject to <u>Subsection 35.2</u> E, above.

#### 35.4 Indemnification

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

## 35.5 Employee Status Reports

- A. Every three (3) months beginning July 1, 2005, the Employer will provide to the Union a list of all employees in their bargaining units. The written list shall contain the Agency, employee's name, mailing address, job classification, work unit and bargaining unit code. The Union shall maintain the confidentiality of all employees' mailing addresses.
- B. Monthly, the Employer will provide the Union a list of all employees who have been appointed to, separated from, or promoted in or out of their bargaining units.

## ARTICLE 36 CLASSIFICATION

### **36.1** Classification Plan Revisions

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

### 36.2 Position Review

#### Employee Initiated Review:

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

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form.

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

#### **36.3** Effect of Reallocation

- A. Reallocation to a Class with a Higher Salary Range Maximum
  - 1. If the employee has performed the higher level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
  - 2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he/she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in <a href="Article 31">Article 31</a>, Layoff and Recall, of this Agreement applies. If the employee is appointed, he/she must serve a trial service period.

## B. Reallocation to a Class with an Equal Salary Range Maximum

- 1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
- 2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in <u>Article 31</u> of this Agreement applies.

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

- 1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
- 2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in <u>Article 31</u> of this Agreement applies.

## 36.4 Salary Impact of Reallocation

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

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

  Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize, at his/her discretion, an increase of the base salary not to exceed the top of the range.
- B. Reallocation to a Class with an Equal Salary Range Maximum
  The employee retains his/her previous base salary.
- C. <u>Reallocation to a Class with a Lower Salary Range Maximum</u>

  The employee will be paid an amount equal to his/her current salary until the new salary range equals the employee's pay at the time of reallocation.
- 36.5 Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in this Agreement.

# ARTICLE 37 COMPENSATION

## **37.1** DES Teamsters G Pay Range Assignments

- A. Effective July 1, 2015, a new DES Teamsters G Range Salary Schedule will be established.
- B. Effective July 1, 2015, all salary ranges and steps of the new DES Teamsters G Range Salary Schedule will be increased by three percent (3%) as shown in Compensation Appendix A.
- C. Effective July 1, 2015, each classification represented by the Union will be assigned to a salary range that is nearest but greater than their current salary as of June 30, 2015.

- D. Effective July 1, 2016, all salary ranges and steps of the DES Teamsters G Range Salary Schedule will be increased by one percent (1%) as shown in Compensation Appendix B. This salary increase is based on the DES Teamsters G Range Salary Schedule in effect on June 30, 2016.
- E. In addition to D above, effective July 1, 2016, all salary ranges and steps of the DES Teamsters G Range Salary Schedule will be increased by eight tenths of a percent (0.8%) or twenty dollars (\$20.00) per month, whichever is greater. NOTE: Twenty dollars (\$20.00) per month is about eleven and one-half cents (\$0.11½) per hour.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B, D and E above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
- G. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

## 37.2 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for two (2) weeks or more to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for two weeks or more to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.

## 37.3 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate General Service Salary Schedules as described in Sections 37.1, 37.2 and 37.3 above.
- B. In the event the Employer creates new classifications during the term of this Agreement, the Union may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges if a change in pay is proposed.

#### 37.4 Periodic Increases

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

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

## 37.5 Salary Assignment Upon Promotion

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

#### C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in Subsections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a

reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

## 37.6 Salary Increases to Enhance Recruitment and Retention

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

#### 37.7 Demotion

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

#### 37.8 Transfer

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

## 37.9 Reassignment

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

#### 37.10 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

#### 37.11 Elevation

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

#### **37.12** Part-Time Employment

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

#### 37.13 Callback

## A. Work Preceding or Following a Scheduled Work Shift

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

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

## B. Work on Scheduled Days Off or Holidays

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

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

These provisions will apply to employees on paid leave status.

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

#### 37.14 Shift Premium

- A. For purposes of this Section, the following definitions apply:
  - 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

- 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. Effective July 1, 2009, a basic shift premium of sixty-five cents (\$0.65) per hour will be paid to full-time employees and effective July 1, 2010 a basic shift premium of sixty-five cents (\$0.65) per hour will be paid to full-time employees under the following circumstances:
  - 1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
  - 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
    - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
    - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
  - 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
  - 4. Those employees who work evening and night shift, who are in travel status, will be provided a meal per diem equal to that per diem allotted to day shift workers while in travel status as authorized by OFM regulation.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
  - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
  - 2. For assigned full evening or night shifts, as defined in Subsection B.2, above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all

- months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the "regular rate."
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

## **37.15 Standby**

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
  - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site; and
  - 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Overtime-exempt employees, with the exception those identified in Article 6.2 D, will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent in assigned standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

## **37.16 Relocation Compensation**

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
  - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
  - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of his/her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

## **37.17** Salary Overpayment Recovery

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

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

## B. Method of Payback

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

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

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

C. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a

period of time equal to the number of pay periods during which the overpayment was made.

D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

## E. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 27 of this Agreement.

## **37.18** Assignment Pay Provisions

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

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

## 37.19 Medical/Dental Expense Account

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

## 37.20 Dependent Care Salary Reduction Plan

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

#### **37.21 Pretax Health Care Premiums**

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

## 37.22 Voluntary Separation Incentive – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2015-2017 operating budget. Such participation must be in

accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

## 37.23 Emergency/Disaster Operations Compensation

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

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

# ARTICLE 38 HEALTHCARE BENEFITS AMOUNTS

- **38.1** A. For the 2015-2017 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected health care premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected health care premium is the weighted average across all plans, across all tiers.
  - B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

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

## Value-based benefits designs will:

- 1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
- 2. Use clinical evidence; and
- 3. Be the decision of the PEBB Board.
- C. Article 38.1 (B) will expire June 30, 2017.
- 38.2 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.
- 38.3 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

#### 38.4 Wellness

- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

## ARTICLE 39 STRIKE AND LOCKOUT PROHIBITION

- **39.1** Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.
- 39.2 The Employer may discharge and/or discipline any employee who violates Section 39.1, above. No employee shall be entitled to pay and/or benefits for the period in which he/she engaged in any strike, slowdown or work stoppage.

- 39.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 39.4 No lockout of employees shall be instituted by the Employer.

# ARTICLE 40 WORK-RELATED INJURY OR ILLNESS

## 40.1 Compensable Work-Related Injury or Illness Leave

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

#### **40.2** General Provisions

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 17.1, the Employer may separate an employee in accordance with <a href="Article 29">Article 29</a>, Reasonable Accommodation and Disability Separation.

#### 40.3 Return to Work

The Employer will follow the provisions of <u>WAC 357-19-505</u> through <u>535</u> and agency policy related to a return-to-work program.

## ARTICLE 41 PRESUMPTION OF RESIGNATION

#### 41.1 Unauthorized Absence

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive working days, the employee is presumed to have resigned from his/her position. The Employer will make reasonable attempts to contact the employee in order to determine the reason for the absence.

## **41.2** Notice of Separation

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

#### 41.3 Petition for Reinstatement

An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the

Employer or postmarked within fourteen (14) calendar days after the separation notice was deposited in the United States mail. The Appointing Authority may extend the time for an employee to respond due to extenuating circumstances beyond the employee's control. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

## 41.4 Grievability

Denial of a petition for reinstatement may be processed only through the Agency Head step of the grievance procedure in <u>Article 27</u>.

## ARTICLE 42 AGENCY POLICIES

- 42.1 The employer agrees, prior to making any change in written agency policy that is a mandatory subject of bargaining not otherwise covered by this Agreement, to notify the Union and satisfy our collective bargaining obligation in accordance with Article 43.5 of this agreement.
- 42.2 Agencies will provide to the Union any policies or updates to existing policies affecting the represented employees at least fourteen (14) calendar days prior to implementation.

# ARTICLE 43 ENTIRE AGREEMENT

- 43.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005 is null and void, unless specifically preserved in this Agreement.
- **43.2** With regard to <u>WAC 357</u>, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 43.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 43.4 During the negotiations of the Agreement, each party had the opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter specifically referred to or covered in this Agreement.
- 43.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or

negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

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

## ARTICLE 44 SAVINGS CLAUSE

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

## ARTICLE 45 PRINTING OF AGREEMENT

The Employer and the Union will share the cost of printing this Agreement. The Employer will distribute one (1) copy of this Agreement to each current and new Union employee. The Employer will also post the Agreement electronically.

## ARTICLE 46 DURATION

- **46.1** All provisions of this Agreement will become effective July 1, 2015, and will remain in full force and effect through June 30, 2017.
- 46.2 If this Agreement expires while negotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 46.3 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2016, and no later than January 31, 2016. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

## COMPENSATION APPENDIX A

DES Teamsters G Range Salary Schedule Effective July 1, 2015 through June 30, 2016

			July 1, Z		_		CORRE	CERT
RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
18G	Annual	23112	23604	24156	24720	25236	25896	26448
	Monthly	1926	1967	2013	2060	2103	2158	2204
	Hourly	11.07	11.30	11.57	11.84	12.09	12.40	12.67
	Standby	0.77	0.79	0.81	0.83	0.85	0.87	0.89
19G	Annual	23604	24156	24720	25236	25896	26448	27060
	Monthly	1967	2013	2060	2103	2158	2204	2255
	Hourly	11.30	11.57	11.84	12.09	12.40	12.67	12.96
	Standby	0.79	0.81	0.83	0.85	0.87	0.89	0.91
20G	Annual	24156	24720	25236	25896	26448	27060	27696
	Monthly	2013	2060	2103	2158	2204	2255	2308
	Hourly	11.57	11.84	12.09	12.40	12.67	12.96	13.26
	Standby	0.81	0.83	0.85	0.87	0.89	0.91	0.93
21G	Annual	24720	25236	25896	26448	27060	27696	28368
	Monthly	2060	2103	2158	2204	2255	2308	2364
	Hourly	11.84	12.09	12.40	12.67	12.96	13.26	13.59
	Standby	0.83	0.85	0.87	0.89	0.91	0.93	0.95
22G	Annual	25236	25896	26448	27060	27696	28368	29016
	Monthly	2103	2158	2204	2255	2308	2364	2418
	Hourly	12.09	12.40	12.67	12.96	13.26	13.59	13.90
	Standby	0.85	0.87	0.89	0.91	0.93	0.95	0.97
23G	Annual	25896	26448	27060	27696	28368	29016	29676
	Monthly	2158	2204	2255	2308	2364	2418	2473
	Hourly	12.40	12.67	12.96	13.26	13.59	13.90	14.21
	Standby	0.87	0.89	0.91	0.93	0.95	0.97	0.99
24G	Annual	26448	27060	27696	28368	29016	29676	30372
	Monthly	2204	2255	2308	2364	2418	2473	2531
	Hourly	12.67	12.96	13.26	13.59	13.90	14.21	14.55
	Standby	0.89	0.91	0.93	0.95	0.97	0.99	1.02
25G	Annual	27060	27696	28368	29016	29676	30372	31068
	Monthly	2255	2308	2364	2418	2473	2531	2589
	Hourly	12.96	13.26	13.59	13.90	14.21	14.55	14.88
	Standby	0.91	0.93	0.95	0.97	0.99	1.02	1.04

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
26G	Annual	27696	28368	29016	29676	30372	31068	31824
	Monthly	2308	2364	2418	2473	2531	2589	2652
	Hourly	13.26	13.59	13.90	14.21	14.55	14.88	15.24
	Standby	0.93	0.95	0.97	0.99	1.02	1.04	1.07
27G	Annual	28368	29016	29676	30372	31068	31824	32532
	Monthly	2364	2418	2473	2531	2589	2652	2711
	Hourly	13.59	13.90	14.21	14.55	14.88	15.24	15.58
	Standby	0.95	0.97	0.99	1.02	1.04	1.07	1.09
28G	Annual	29016	29676	30372	31068	31824	32532	33348
	Monthly	2418	2473	2531	2589	2652	2711	2779
	Hourly	13.90	14.21	14.55	14.88	15.24	15.58	15.97
	Standby	0.97	0.99	1.02	1.04	1.07	1.09	1.12
29G	Annual	29676	30372	31068	31824	32532	33348	34104
	Monthly	2473	2531	2589	2652	2711	2779	2842
	Hourly	14.21	14.55	14.88	15.24	15.58	15.97	16.33
	Standby	0.99	1.02	1.04	1.07	1.09	1.12	1.14
30G	Annual	30372	31068	31824	32532	33348	34104	34920
	Monthly	2531	2589	2652	2711	2779	2842	2910
	Hourly	14.55	14.88	15.24	15.58	15.97	16.33	16.72
	Standby	1.02	1.04	1.07	1.09	1.12	1.14	1.17
31G	Annual	31068	31824	32532	33348	34104	34920	35748
	Monthly	2589	2652	2711	2779	2842	2910	2979
	Hourly	14.88	15.24	15.58	15.97	16.33	16.72	17.12
	Standby	1.04	1.07	1.09	1.12	1.14	1.17	1.20
32G	Annual	31824	32532	33348	34104	34920	35748	36564
	Monthly	2652	2711	2779	2842	2910	2979	3047
	Hourly	15.24	15.58	15.97	16.33	16.72	17.12	17.51
	Standby	1.07	1.09	1.12	1.14	1.17	1.20	1.23
225	. 1	22.522	222.40	24104	24020	257.40	26564	25.400
33G	Annual	32532	33348	34104	34920	35748	36564	37488
	Monthly	2711	2779	2842	2910	2979	3047	3124
	Hourly	15.58	15.97	16.33	16.72	17.12	17.51	17.95
	Standby	1.09	1.12	1.14	1.17	1.20	1.23	1.26

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
34G	Annual	33348	34104	34920	35748	36564	37488	38352
	Monthly	2779	2842	2910	2979	3047	3124	3196
	Hourly	15.97	16.33	16.72	17.12	17.51	17.95	18.37
	Standby	1.12	1.14	1.17	1.20	1.23	1.26	1.29
35G	Annual	34104	34920	35748	36564	37488	38352	39252
	Monthly	2842	2910	2979	3047	3124	3196	3271
	Hourly	16.33	16.72	17.12	17.51	17.95	18.37	18.80
	Standby	1.14	1.17	1.20	1.23	1.26	1.29	1.32
36G	Annual	34920	35748	36564	37488	38352	39252	40224
	Monthly	2910	2979	3047	3124	3196	3271	3352
	Hourly	16.72	17.12	17.51	17.95	18.37	18.80	19.26
	Standby	1.17	1.20	1.23	1.26	1.29	1.32	1.35
37G	Annual	35748	36564	37488	38352	39252	40224	41232
	Monthly	2979	3047	3124	3196	3271	3352	3436
	Hourly	17.12	17.51	17.95	18.37	18.80	19.26	19.75
	Standby	1.20	1.23	1.26	1.29	1.32	1.35	1.38
38G	Annual	36564	37488	38352	39252	40224	41232	42276
	Monthly	3047	3124	3196	3271	3352	3436	3523
	Hourly	17.51	17.95	18.37	18.80	19.26	19.75	20.25
	Standby	1.23	1.26	1.29	1.32	1.35	1.38	1.42
20C	A	27.400	29252	20252	40224	41022	42276	42200
39G	Annual	37488	38352	39252		41232		43308
	Monthly	3124	3196	3271	3352	3436	3523	3609
	Hourly	17.95	18.37	18.80	19.26	19.75	20.25	20.74
	Standby	1.26	1.29	1.32	1.35	1.38	1.42	1.45
40G	Annual	38352	39252	40224	41232	42276	43308	44436
	Monthly	3196	3271	3352	3436	3523	3609	3703
	Hourly	18.37	18.80	19.26	19.75	20.25	20.74	21.28
	Standby	1.29	1.32	1.35	1.38	1.42	1.45	1.49
41G	Annual	39252	40224	41232	42276	43308	44436	45468
	Monthly	3271	3352	3436	3523	3609	3703	3789
	Hourly	18.80	19.26	19.75	20.25	20.74	21.28	21.78
	Standby	1.32	1.35	1.38	1.42	1.45	1.49	1.52

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
42G	Annual	40224	41232	42276	43308	44436	45468	46656
	Monthly	3352	3436	3523	3609	3703	3789	3888
	Hourly	19.26	19.75	20.25	20.74	21.28	21.78	22.34
	Standby	1.35	1.38	1.42	1.45	1.49	1.52	1.56
43G	Annual	41232	42276	43308	44436	45468	46656	47820
	Monthly	3436	3523	3609	3703	3789	3888	3985
	Hourly	19.75	20.25	20.74	21.28	21.78	22.34	22.90
	Standby	1.38	1.42	1.45	1.49	1.52	1.56	1.60
44G	Annual	42276	43308	44436	45468	46656	47820	49056
	Monthly	3523	3609	3703	3789	3888	3985	4088
	Hourly	20.25	20.74	21.28	21.78	22.34	22.90	23.49
	Standby	1.42	1.45	1.49	1.52	1.56	1.60	1.64
45G	Annual	43308	44436	45468	46656	47820	49056	50256
	Monthly	3609	3703	3789	3888	3985	4088	4188
	Hourly	20.74	21.28	21.78	22.34	22.90	23.49	24.07
	Standby	1.45	1.49	1.52	1.56	1.60	1.64	1.68
46G	Annual	44436	45468	46656	47820	49056	50256	51504
	Monthly	3703	3789	3888	3985	4088	4188	4292
	Hourly	21.28	21.78	22.34	22.90	23.49	24.07	24.67
	Standby	1.49	1.52	1.56	1.60	1.64	1.68	1.73
47G	Annual	45468	46656	47820	49056	50256	51504	52752
	Monthly	3789	3888	3985	4088	4188	4292	4396
	Hourly	21.78	22.34	22.90	23.49	24.07	24.67	25.26
	Standby	1.52	1.56	1.60	1.64	1.68	1.73	1.77
48G	Annual	46656	47820	49056	50256	51504	52752	54120
	Monthly	3888	3985	4088	4188	4292	4396	4510
	Hourly	22.34	22.90	23.49	24.07	24.67	25.26	25.92
	Standby	1.56	1.60	1.64	1.68	1.73	1.77	1.81
49G	Annual	47820	49056	50256	51504	52752	54120	55452
	Monthly	3985	4088	4188	4292	4396	4510	4621
	Hourly	22.90	23.49	24.07	24.67	25.26	25.92	26.56
	Standby	1.60	1.64	1.68	1.73	1.77	1.81	1.86
50G	Annual	49056	50256	51504	52752	54120	55452	56868
	Monthly	4088	4188	4292	4396	4510	4621	4739
	Hourly	23.49	24.07	24.67	25.26	25.92	26.56	27.24
	Standby	1.64	1.68	1.73	1.77	1.81	1.86	1.91

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
51G	Annual	50256	51504	52752	54120	55452	56868	58260
	Monthly	4188	4292	4396	4510	4621	4739	4855
	Hourly	24.07	24.67	25.26	25.92	26.56	27.24	27.90
	Standby	1.68	1.73	1.77	1.81	1.86	1.91	1.95
52G	Annual	51504	52752	54120	55452	56868	58260	59724
	Monthly	4292	4396	4510	4621	4739	4855	4977
	Hourly	24.67	25.26	25.92	26.56	27.24	27.90	28.60
	Standby	1.73	1.77	1.81	1.86	1.91	1.95	2.00
53G	Annual	52752	54120	55452	56868	58260	59724	61200
	Monthly	4396	4510	4621	4739	4855	4977	5100
	Hourly	25.26	25.92	26.56	27.24	27.90	28.60	29.31
	Standby	1.77	1.81	1.86	1.91	1.95	2.00	2.05
54G	Annual	54120	55452	56868	58260	59724	61200	62724
	Monthly	4510	4621	4739	4855	4977	5100	5227
	Hourly	25.92	26.56	27.24	27.90	28.60	29.31	30.04
	Standby	1.81	1.86	1.91	1.95	2.00	2.05	2.10
55G	Annual	55452	56868	58260	59724	61200	62724	64308
	Monthly	4621	4739	4855	4977	5100	5227	5359
	Hourly	26.56	27.24	27.90	28.60	29.31	30.04	30.80
	Standby	1.86	1.91	1.95	2.00	2.05	2.10	2.16
56G	Annual	56868	58260	59724	61200	62724	64308	65940
	Monthly	4739	4855	4977	5100	5227	5359	5495
	Hourly	27.24	27.90	28.60	29.31	30.04	30.80	31.58
	Standby	1.91	1.95	2.00	2.05	2.10	2.16	2.21
57G	Annual	58260	59724	61200	62724	64308	65940	67548
	Monthly	4855	4977	5100	5227	5359	5495	5629
	Hourly	27.90	28.60	29.31	30.04	30.80	31.58	32.35
	Standby	1.95	2.00	2.05	2.10	2.16	2.21	2.26
58G	Annual	59724	61200	62724	64308	65940	67548	69300
	Monthly	4977	5100	5227	5359	5495	5629	5775
	Hourly	28.60	29.31	30.04	30.80	31.58	32.35	33.19
	Standby	2.00	2.05	2.10	2.16	2.21	2.26	2.32
59G	Annual	61200	62724	64308	65940	67548	69300	70968
370	Monthly	5100	5227	5359	5495	5629	5775	5914
	Hourly	29.31	30.04	30.80	31.58	32.35	33.19	33.99
	Standby	2.05	2.10	2.16	2.21	2.26	2.32	2.38
		2.03	2.10	2.10	2.21	2.20	۷.32	2.30

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

Monthly 5227 5359 5495 5629 5775 5914 6 Hourly 30.04 30.80 31.58 32.35 33.19 33.99 34	2780 6065 34.86 2.44 4604 6217 35.73 2.50
Hourly 30.04 30.80 31.58 32.35 33.19 33.99 34	34.86 2.44 24604 6217 35.73
·	2.44 (4604 6217 35.73
Standby 2.10 2.16 2.21 2.26 2.32 2.38	4604 6217 35.73
	6217 35.73
61G Annual 64308 65940 67548 69300 70968 72780 74	6217 35.73
	35.73
·	
	6440
·	6370
·	36.61
Standby 2.21 2.26 2.32 2.38 2.44 2.50	2.56
63G Annual 67548 69300 70968 72780 74604 76440 <b>78</b>	8348
Monthly 5629 5775 5914 6065 6217 6370 6	6529
Hourly 32.35 33.19 33.99 34.86 35.73 36.61 37	37.52
Standby 2.26 2.32 2.38 2.44 2.50 2.56	2.63
64G Annual 69300 70968 72780 74604 76440 78348 80	0328
	6694
•	38.47
•	2.69
2 2.00 2.00	2.07
65G Annual 70968 72780 74604 76440 78348 80328 82	2320
Monthly 5914 6065 6217 6370 6529 6694 6	6860
Hourly 33.99 34.86 35.73 36.61 37.52 38.47 39	39.43
Standby 2.38 2.44 2.50 2.56 2.63 2.69 2	2.76
66G Annual 72780 74604 76440 78348 80328 82320 <b>84</b>	4396
	7033
•	40.42
·	2.83
	6484
·	7207
·	41.42
Standby 2.50 2.56 2.63 2.69 2.76 2.83	2.90

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
68G	Annual	76440	78348	80328	82320	84396	86484	88668
	Monthly	6370	6529	6694	6860	7033	7207	7389
	Hourly	36.61	37.52	38.47	39.43	40.42	41.42	42.47
	Standby	2.56	2.63	2.69	2.76	2.83	2.90	2.97
69G	Annual	78348	80328	82320	84396	86484	88668	90876
	Monthly	6529	6694	6860	7033	7207	7389	7573
	Hourly	37.52	38.47	39.43	40.42	41.42	42.47	43.52
	Standby	2.63	2.69	2.76	2.83	2.90	2.97	3.05
70G	Annual	80328	82320	84396	86484	88668	90876	93156
	Monthly	6694	6860	7033	7207	7389	7573	7763
	Hourly	38.47	39.43	40.42	41.42	42.47	43.52	44.61
	Standby	2.69	2.76	2.83	2.90	2.97	3.05	3.12
71G	Annual	82320	84396	86484	88668	90876	93156	95496
	Monthly	6860	7033	7207	7389	7573	7763	7958
	Hourly	39.43	40.42	41.42	42.47	43.52	44.61	45.74
	Standby	2.76	2.83	2.90	2.97	3.05	3.12	3.20
72G	Annual	84396	86484	88668	90876	93156	95496	97896
	Monthly	7033	7207	7389	7573	7763	7958	8158
	Hourly	40.42	41.42	42.47	43.52	44.61	45.74	46.89
	Standby	2.83	2.90	2.97	3.05	3.12	3.20	3.28
73G	Annual	86484	88668	90876	93156	95496	97896	100308
	Monthly	7207	7389	7573	7763	7958	8158	8359
	Hourly	41.42	42.47	43.52	44.61	45.74	46.89	48.04
	Standby	2.90	2.97	3.05	3.12	3.20	3.28	3.36
7.40		00.660	00076	02156	05406	07006	100200	100050
74G	Annual	88668	90876	93156	95496	97896	100308	102852
	Monthly	7389	7573	7763	7958	8158	8359	8571
	Hourly	42.47	43.52	44.61	45.74	46.89	48.04	49.26
	Standby	2.97	3.05	3.12	3.20	3.28	3.36	3.45
750	A mm1	00076	02156	05406	07906	100308	102052	105206
75G	Annual Monthly	90876	93156	95496	97896		102852	105396
	Monthly	7573	7763	7958	8158	8359	8571 40.26	8783 50.48
	Hourly	43.52	44.61	45.74	46.89	48.04	49.26	
	Standby	3.05	3.12	3.20	3.28	3.36	3.45	3.53

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
76G	Annual	93156	95496	97896	100308	102852	105396	108024
	Monthly	7763	7958	8158	8359	8571	8783	9002
	Hourly	44.61	45.74	46.89	48.04	49.26	50.48	51.74
	Standby	3.12	3.20	3.28	3.36	3.45	3.53	3.62
77G	Annual	95496	97896	100308	102852	105396	108024	110724
	Monthly	7958	8158	8359	8571	8783	9002	9227
	Hourly	45.74	46.89	48.04	49.26	50.48	51.74	53.03
	Standby	3.20	3.28	3.36	3.45	3.53	3.62	3.71
78G	Annual	97896	100308	102852	105396	108024	110724	113508
	Monthly	8158	8359	8571	8783	9002	9227	9459
	Hourly	46.89	48.04	49.26	50.48	51.74	53.03	54.36
	Standby	3.28	3.36	3.45	3.53	3.62	3.71	3.81
79G	Annual	100308	102852	105396	108024	110724	113508	116304
	Monthly	8359	8571	8783	9002	9227	9459	9692
	Hourly	48.04	49.26	50.48	51.74	53.03	54.36	55.70
	Standby	3.36	3.45	3.53	3.62	3.71	3.81	3.90
80G	Annual	102852	105396	108024	110724	113508	116304	119208
	Monthly	8571	8783	9002	9227	9459	9692	9934
	Hourly	49.26	50.48	51.74	53.03	54.36	55.70	57.09
	Standby	3.45	3.53	3.62	3.71	3.81	3.90	4.00
81G	Annual	105396	108024	110724	113508	116304	119208	122220
	Monthly	8783	9002	9227	9459	9692	9934	10185
	Hourly	50.48	51.74	53.03	54.36	55.70	57.09	58.53
	Standby	3.53	3.62	3.71	3.81	3.90	4.00	4.10
020	A 1	100024	110724	112500	116204	110200	122220	105056
82G	Annual	108024	110724	113508	116304	119208	122220	125256
	Monthly	9002	9227	9459	9692	9934	10185	10438
	Hourly	51.74	53.03	54.36	55.70	57.09	58.53	59.99
	Standby	3.62	3.71	3.81	3.90	4.00	4.10	4.20
920	A mm = 1	110724	112500	116204	119208	122220	125256	120276
83G	Annual	110724	113508	116304			125256	128376
	Monthly	9227	9459	9692	9934	10185	10438	10698
	Hourly	53.03	54.36	55.70	57.09	58.53	59.99	61.48
	Standby	3.71	3.81	3.90	4.00	4.10	4.20	4.30

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
84G	Annual	113508	116304	119208	122220	125256	128376	131628
	Monthly	9459	9692	9934	10185	10438	10698	10969
	Hourly	54.36	55.70	57.09	58.53	59.99	61.48	63.04
	Standby	3.81	3.90	4.00	4.10	4.20	4.30	4.41
85G	Annual	116304	119208	122220	125256	128376	131628	134856
	Monthly	9692	9934	10185	10438	10698	10969	11238
	Hourly	55.70	57.09	58.53	59.99	61.48	63.04	64.59
	Standby	3.90	4.00	4.10	4.20	4.30	4.41	4.52
	Standey	3.70	1.00	1.10	1.20	1.50	1.11	1.32
86G	Annual	119208	122220	125256	128376	131628	134856	138276
	Monthly	9934	10185	10438	10698	10969	11238	11523
	Hourly	57.09	58.53	59.99	61.48	63.04	64.59	66.22
	Standby	4.00	4.10	4.20	4.30	4.41	4.52	4.64
								=
87G	Annual	122220	125256	128376	131628	134856	138276	141768
	Monthly	10185	10438	10698	10969	11238	11523	11814
	Hourly	58.53	59.99	61.48	63.04	64.59	66.22	67.90
	Standby	4.10	4.20	4.30	4.41	4.52	4.64	4.75
88G	Annual	125256	128376	131628	134856	138276	141768	145284
	Monthly	10438	10698	10969	11238	11523	11814	12107
	Hourly	59.99	61.48	63.04	64.59	66.22	67.90	69.58
	Standby	4.20	4.30	4.41	4.52	4.64	4.75	4.87
90 <i>C</i>	A	129276	121720	124956	129276	141769	145204	148944
89G	Annual	128376	131628	134856	138276	141768	145284	
	Monthly	10698	10969	11238	11523	11814	12107	12412
	Hourly	61.48	63.04	64.59	66.22	67.90	69.58	71.33
	Standby	4.30	4.41	4.52	4.64	4.75	4.87	4.99
90G	Annual	131628	134856	138276	141768	145284	148944	152616
	Monthly	10969	11238	11523	11814	12107	12412	12718
	Hourly	63.04	64.59	66.22	67.90	69.58	71.33	73.09
	Standby	4.41	4.52	4.64	4.75	4.87	4.99	5.12
010	A	124956	120276	141760	145004	140044	150010	15(45)
91G	Annual	134856	138276	141768	145284	148944	152616	156456
	Monthly	11238	11523	11814	12107	12412	12718	13038
	Hourly	64.59	66.22	67.90	69.58	71.33	73.09	74.93
	Standby	4.52	4.64	4.75	4.87	4.99	5.12	5.25

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
92G	Annual	138276	141768	145284	148944	152616	156456	160344
	Monthly	11523	11814	12107	12412	12718	13038	13362
	Hourly	66.22	67.90	69.58	71.33	73.09	74.93	76.79
	Standby	4.64	4.75	4.87	4.99	5.12	5.25	5.38
93G	Annual	141768	145284	148944	152616	156456	160344	164412
	Monthly	11814	12107	12412	12718	13038	13362	13701
	Hourly	67.90	69.58	71.33	73.09	74.93	76.79	78.74
	Standby	4.75	4.87	4.99	5.12	5.25	5.38	5.51
94G	Annual	145284	148944	152616	156456	160344	164412	168480
	Monthly	12107	12412	12718	13038	13362	13701	14040
	Hourly	69.58	71.33	73.09	74.93	76.79	78.74	80.69
	Standby	4.87	4.99	5.12	5.25	5.38	5.51	5.65
95G	Annual	148944	152616	156456	160344	164412	168480	172716
	Monthly	12412	12718	13038	13362	13701	14040	14393
	Hourly	71.33	73.09	74.93	76.79	78.74	80.69	82.72
	Standby	4.99	5.12	5.25	5.38	5.51	5.65	5.79
96G	Annual	152616	156456	160344	164412	168480	172716	177036
	Monthly	12718	13038	13362	13701	14040	14393	14753
	Hourly	73.09	74.93	76.79	78.74	80.69	82.72	84.79
	Standby	5.12	5.25	5.38	5.51	5.65	5.79	5.94
97G	Annual	156456	160344	164412	168480	172716	177036	181476
	Monthly	13038	13362	13701	14040	14393	14753	15123
	Hourly	74.93	76.79	78.74	80.69	82.72	84.79	86.91
	Standby	5.25	5.38	5.51	5.65	5.79	5.94	6.08
98G	Annual	160344	164412	168480	172716	177036	181476	186012
	Monthly	13362	13701	14040	14393	14753	15123	15501
	Hourly	76.79	78.74	80.69	82.72	84.79	86.91	89.09
	Standby	5.38	5.51	5.65	5.79	5.94	6.08	6.24
99G	Annual	164412	168480	172716	177036	181476	186012	190656
	Monthly	13701	14040	14393	14753	15123	15501	15888
	Hourly	78.74	80.69	82.72	84.79	86.91	89.09	91.31
	Standby	5.51	5.65	5.79	5.94	6.08	6.24	6.39

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
100G	Annual	168480	172716	177036	181476	186012	190656	195420
	Monthly	14040	14393	14753	15123	15501	15888	16285
	Hourly	80.69	82.72	84.79	86.91	89.09	91.31	93.59
	Standby	5.65	5.79	5.94	6.08	6.24	6.39	6.55
101G	Annual	172716	177036	181476	186012	190656	195420	200304
	Monthly	14393	14753	15123	15501	15888	16285	16692
	Hourly	82.72	84.79	86.91	89.09	91.31	93.59	95.93
	Standby	5.79	5.94	6.08	6.24	6.39	6.55	6.72
102G	Annual	177036	181476	186012	190656	195420	200304	205320
	Monthly	14753	15123	15501	15888	16285	16692	17110
	Hourly	84.79	86.91	89.09	91.31	93.59	95.93	98.33
	Standby	5.94	6.08	6.24	6.39	6.55	6.72	6.88
103G	Annual	181476	186012	190656	195420	200304	205320	210444
	Monthly	15123	15501	15888	16285	16692	17110	17537
	Hourly	86.91	89.09	91.31	93.59	95.93	98.33	100.79
	Standby	6.08	6.24	6.39	6.55	6.72	6.88	7.06
104G	Annual	186012	190656	195420	200304	205320	210444	215712
	Monthly	15501	15888	16285	16692	17110	17537	17976
	Hourly	89.09	91.31	93.59	95.93	98.33	100.79	103.31
	Standby	6.24	6.39	6.55	6.72	6.88	7.06	7.23
105G	Annual	190656	195420	200304	205320	210444	215712	221100
	Monthly	15888	16285	16692	17110	17537	17976	18425
	Hourly	91.31	93.59	95.93	98.33	100.79	103.31	105.89
	Standby	6.39	6.55	6.72	6.88	7.06	7.23	7.41
10.50		107100	200204	20.5220	210111	21.5512	221100	22.520
106G	Annual	195420	200304	205320	210444	215712	221100	226620
	Monthly	16285	16692	17110	17537	17976	18425	18885
	Hourly	93.59	95.93	98.33	100.79	103.31	105.89	108.53
	Standby	6.55	6.72	6.88	7.06	7.23	7.41	7.60
1070	A 1	200204	205220	210444	215712	221100	226620	22220
107G	Annual	200304	205320	210444	215712	221100	226620	232296
	Monthly	16692	17110	17537	17976	18425	18885	19358
	Hourly	95.93	98.33	100.79	103.31	105.89	108.53	111.25
	Standby	6.72	6.88	7.06	7.23	7.41	7.60	7.79

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
108G	Annual	205320	210444	215712	221100	226620	232296	238116
	Monthly	17110	17537	17976	18425	18885	19358	19843
	Hourly	98.33	100.79	103.31	105.89	108.53	111.25	114.04
	Standby	6.88	7.06	7.23	7.41	7.60	7.79	7.98
109G	Annual	210444	215712	221100	226620	232296	238116	244056
	Monthly	17537	17976	18425	18885	19358	19843	20338
	Hourly	100.79	103.31	105.89	108.53	111.25	114.04	116.89
	Standby	7.06	7.23	7.41	7.60	7.79	7.98	8.18
110G	Annual	215712	221100	226620	232296	238116	244056	250164
	Monthly	17976	18425	18885	19358	19843	20338	20847
	Hourly	103.31	105.89	108.53	111.25	114.04	116.89	119.81
	Standby	7.23	7.41	7.60	7.79	7.98	8.18	8.39

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

## COMPENSATION APPENDIX B

DES Teamsters G Range Salary Schedule Effective July 1, 2016 through June 30, 2017

		CITED CITED CITED CITED CITED CITED CITED						
RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
18G	Annual	23580	24084	24636	25212	25728	26400	26952
	Monthly	1965	2007	2053	2101	2144	2200	2246
	Hourly	11.29	11.53	11.80	12.07	12.32	12.64	12.91
	Standby	0.79	0.81	0.83	0.85	0.86	0.89	0.90
19G	Annual	24084	24636	25212	25728	26400	26952	27576
	Monthly	2007	2053	2101	2144	2200	2246	2298
	Hourly	11.53	11.80	12.07	12.32	12.64	12.91	13.21
	Standby	0.81	0.83	0.85	0.86	0.89	0.90	0.92
20G	Annual	24636	25212	25728	26400	26952	27576	28212
	Monthly	2053	2101	2144	2200	2246	2298	2351
	Hourly	11.80	12.07	12.32	12.64	12.91	13.21	13.51
	Standby	0.83	0.85	0.86	0.89	0.90	0.92	0.95
21G	Annual	25212	25728	26400	26952	27576	28212	28896
	Monthly	2101	2144	2200	2246	2298	2351	2408
	Hourly	12.07	12.32	12.64	12.91	13.21	13.51	13.84
	Standby	0.85	0.86	0.89	0.90	0.92	0.95	0.97
22G	Annual	25728	26400	26952	27576	28212	28896	29544
	Monthly	2144	2200	2246	2298	2351	2408	2462
	Hourly	12.32	12.64	12.91	13.21	13.51	13.84	14.15
	Standby	0.86	0.89	0.90	0.92	0.95	0.97	0.99
23G	Annual	26400	26952	27576	28212	28896	29544	30216
	Monthly	2200	2246	2298	2351	2408	2462	2518
	Hourly	12.64	12.91	13.21	13.51	13.84	14.15	14.47
	Standby	0.89	0.90	0.92	0.95	0.97	0.99	1.01
24G	Annual	26952	27576	28212	28896	29544	30216	30924
	Monthly	2246	2298	2351	2408	2462	2518	2577
	Hourly	12.91	13.21	13.51	13.84	14.15	14.47	14.81
	Standby	0.90	0.92	0.95	0.97	0.99	1.01	1.04

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
25G	Annual	27576	28212	28896	29544	30216	30924	31632
	Monthly	2298	2351	2408	2462	2518	2577	2636
	Hourly	13.21	13.51	13.84	14.15	14.47	14.81	15.15
	Standby	0.92	0.95	0.97	0.99	1.01	1.04	1.06
26G	Annual	28212	28896	29544	30216	30924	31632	32400
	Monthly	2351	2408	2462	2518	2577	2636	2700
	Hourly	13.51	13.84	14.15	14.47	14.81	15.15	15.52
	Standby	0.95	0.97	0.99	1.01	1.04	1.06	1.09
27G	Annual	28896	29544	30216	30924	31632	32400	33120
	Monthly	2408	2462	2518	2577	2636	2700	2760
	Hourly	13.84	14.15	14.47	14.81	15.15	15.52	15.86
	Standby	0.97	0.99	1.01	1.04	1.06	1.09	1.11
28G	Annual	29544	30216	30924	31632	32400	33120	33948
	Monthly	2462	2518	2577	2636	2700	2760	2829
	Hourly	14.15	14.47	14.81	15.15	15.52	15.86	16.26
	Standby	0.99	1.01	1.04	1.06	1.09	1.11	1.14
29G	Annual	30216	30924	31632	32400	33120	33948	34716
	Monthly	2518	2577	2636	2700	2760	2829	2893
	Hourly	14.47	14.81	15.15	15.52	15.86	16.26	16.63
	Standby	1.01	1.04	1.06	1.09	1.11	1.14	1.16
30G	Annual	30924	31632	32400	33120	33948	34716	35544
	Monthly	2577	2636	2700	2760	2829	2893	2962
	Hourly	14.81	15.15	15.52	15.86	16.26	16.63	17.02
	Standby	1.04	1.06	1.09	1.11	1.14	1.16	1.19
	·							
31G	Annual	31632	32400	33120	33948	34716	35544	36396
	Monthly	2636	2700	2760	2829	2893	2962	3033
	Hourly	15.15	15.52	15.86	16.26	16.63	17.02	17.43
	Standby	1.06	1.09	1.11	1.14	1.16	1.19	1.22

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
32G	Annual	32400	33120	33948	34716	35544	36396	37224
	Monthly	2700	2760	2829	2893	2962	3033	3102
	Hourly	15.52	15.86	16.26	16.63	17.02	17.43	17.83
	Standby	1.09	1.11	1.14	1.16	1.19	1.22	1.25
33G	Annual	33120	33948	34716	35544	36396	37224	38160
	Monthly	2760	2829	2893	2962	3033	3102	3180
	Hourly	15.86	16.26	16.63	17.02	17.43	17.83	18.28
	Standby	1.11	1.14	1.16	1.19	1.22	1.25	1.28
34G	Annual	33948	34716	35544	36396	37224	38160	39048
	Monthly	2829	2893	2962	3033	3102	3180	3254
	Hourly	16.26	16.63	17.02	17.43	17.83	18.28	18.70
	Standby	1.14	1.16	1.19	1.22	1.25	1.28	1.31
35G	Annual	34716	35544	36396	37224	38160	39048	39960
	Monthly	2893	2962	3033	3102	3180	3254	3330
	Hourly	16.63	17.02	17.43	17.83	18.28	18.70	19.14
	Standby	1.16	1.19	1.22	1.25	1.28	1.31	1.34
36G	Annual	35544	36396	37224	38160	39048	39960	40944
	Monthly	2962	3033	3102	3180	3254	3330	3412
	Hourly	17.02	17.43	17.83	18.28	18.70	19.14	19.61
	Standby	1.19	1.22	1.25	1.28	1.31	1.34	1.37
37G	Annual	36396	37224	38160	39048	39960	40944	41976
	Monthly	3033	3102	3180	3254	3330	3412	3498
	Hourly	17.43	17.83	18.28	18.70	19.14	19.61	20.10
	Standby	1.22	1.25	1.28	1.31	1.34	1.37	1.41
	·							
38G	Annual	37224	38160	39048	39960	40944	41976	43032
	Monthly	3102	3180	3254	3330	3412	3498	3586
	Hourly	17.83	18.28	18.70	19.14	19.61	20.10	20.61
	Standby	1.25	1.28	1.31	1.34	1.37	1.41	1.44
	,							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
39G	Annual	38160	39048	39960	40944	41976	43032	44088
	Monthly	3180	3254	3330	3412	3498	3586	3674
	Hourly	18.28	18.70	19.14	19.61	20.10	20.61	21.11
	Standby	1.28	1.31	1.34	1.37	1.41	1.44	1.48
40G	Annual	39048	39960	40944	41976	43032	44088	45240
	Monthly	3254	3330	3412	3498	3586	3674	3770
	Hourly	18.70	19.14	19.61	20.10	20.61	21.11	21.67
	Standby	1.31	1.34	1.37	1.41	1.44	1.48	1.52
41G	Annual	39960	40944	41976	43032	44088	45240	46284
	Monthly	3330	3412	3498	3586	3674	3770	3857
	Hourly	19.14	19.61	20.10	20.61	21.11	21.67	22.17
	Standby	1.34	1.37	1.41	1.44	1.48	1.52	1.55
42G	Annual	40944	41976	43032	44088	45240	46284	47496
	Monthly	3412	3498	3586	3674	3770	3857	3958
	Hourly	19.61	20.10	20.61	21.11	21.67	22.17	22.75
	Standby	1.37	1.41	1.44	1.48	1.52	1.55	1.59
43G	Annual	41976	43032	44088	45240	46284	47496	48684
	Monthly	3498	3586	3674	3770	3857	3958	4057
	Hourly	20.10	20.61	21.11	21.67	22.17	22.75	23.32
	Standby	1.41	1.44	1.48	1.52	1.55	1.59	1.63
44G	Annual	43032	44088	45240	46284	47496	48684	49944
	Monthly	3586	3674	3770	3857	3958	4057	4162
	Hourly	20.61	21.11	21.67	22.17	22.75	23.32	23.92
	Standby	1.44	1.48	1.52	1.55	1.59	1.63	1.67
	·							
45G	Annual	44088	45240	46284	47496	48684	49944	51156
	Monthly	3674	3770	3857	3958	4057	4162	4263
	Hourly	21.11	21.67	22.17	22.75	23.32	23.92	24.50
	Standby	1.48	1.52	1.55	1.59	1.63	1.67	1.72
	•							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
46G	Annual	45240	46284	47496	48684	49944	51156	52428
	Monthly	3770	3857	3958	4057	4162	4263	4369
	Hourly	21.67	22.17	22.75	23.32	23.92	24.50	25.11
	Standby	1.52	1.55	1.59	1.63	1.67	1.72	1.76
47G	Annual	46284	47496	48684	49944	51156	52428	53700
	Monthly	3857	3958	4057	4162	4263	4369	4475
	Hourly	22.17	22.75	23.32	23.92	24.50	25.11	25.72
	Standby	1.55	1.59	1.63	1.67	1.72	1.76	1.80
48G	Annual	47496	48684	49944	51156	52428	53700	55092
	Monthly	3958	4057	4162	4263	4369	4475	4591
	Hourly	22.75	23.32	23.92	24.50	25.11	25.72	26.39
	Standby	1.59	1.63	1.67	1.72	1.76	1.80	1.85
49G	Annual	48684	49944	51156	52428	53700	55092	56448
	Monthly	4057	4162	4263	4369	4475	4591	4704
	Hourly	23.32	23.92	24.50	25.11	25.72	26.39	27.03
	Standby	1.63	1.67	1.72	1.76	1.80	1.85	1.89
50G	Annual	49944	51156	52428	53700	55092	56448	57888
	Monthly	4162	4263	4369	4475	4591	4704	4824
	Hourly	23.92	24.50	25.11	25.72	26.39	27.03	27.72
	Standby	1.67	1.72	1.76	1.80	1.85	1.89	1.94
51G	Annual	51156	52428	53700	55092	56448	57888	59304
	Monthly	4263	4369	4475	4591	4704	4824	4942
	Hourly	24.50	25.11	25.72	26.39	27.03	27.72	28.40
	Standby	1.72	1.76	1.80	1.85	1.89	1.94	1.99
52G	Annual	52428	53700	55092	56448	57888	59304	60804
	Monthly	4369	4475	4591	4704	4824	4942	5067
	Hourly	25.11	25.72	26.39	27.03	27.72	28.40	29.12
	Standby	1.76	1.80	1.85	1.89	1.94	1.99	2.04

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
53G	Annual	53700	55092	56448	57888	59304	60804	62304
	Monthly	4475	4591	4704	4824	4942	5067	5192
	Hourly	25.72	26.39	27.03	27.72	28.40	29.12	29.84
	Standby	1.80	1.85	1.89	1.94	1.99	2.04	2.09
54G	Annual	55092	56448	57888	59304	60804	62304	63852
	Monthly	4591	4704	4824	4942	5067	5192	5321
	Hourly	26.39	27.03	27.72	28.40	29.12	29.84	30.58
	Standby	1.85	1.89	1.94	1.99	2.04	2.09	2.14
55G	Annual	56448	57888	59304	60804	62304	63852	65460
	Monthly	4704	4824	4942	5067	5192	5321	5455
	Hourly	27.03	27.72	28.40	29.12	29.84	30.58	31.35
	Standby	1.89	1.94	1.99	2.04	2.09	2.14	2.19
56G	Annual	57888	59304	60804	62304	63852	65460	67128
	Monthly	4824	4942	5067	5192	5321	5455	5594
	Hourly	27.72	28.40	29.12	29.84	30.58	31.35	32.15
	Standby	1.94	1.99	2.04	2.09	2.14	2.19	2.25
57G	Annual	59304	60804	62304	63852	65460	67128	68760
	Monthly	4942	5067	5192	5321	5455	5594	5730
	Hourly	28.40	29.12	29.84	30.58	31.35	32.15	32.93
	Standby	1.99	2.04	2.09	2.14	2.19	2.25	2.31
58G	Annual	60804	62304	63852	65460	67128	68760	70548
	Monthly	5067	5192	5321	5455	5594	5730	5879
	Hourly	29.12	29.84	30.58	31.35	32.15	32.93	33.79
	Standby	2.04	2.09	2.14	2.19	2.25	2.31	2.37
	·							
59G	Annual	62304	63852	65460	67128	68760	70548	72240
	Monthly	5192	5321	5455	5594	5730	5879	6020
	Hourly	29.84	30.58	31.35	32.15	32.93	33.79	34.60
	Standby	2.09	2.14	2.19	2.25	2.31	2.37	2.42
	-							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
60G	Annual	63852	65460	67128	68760	70548	72240	74088
	Monthly	5321	5455	5594	5730	5879	6020	6174
	Hourly	30.58	31.35	32.15	32.93	33.79	34.60	35.48
	Standby	2.14	2.19	2.25	2.31	2.37	2.42	2.48
61G	Annual	65460	67128	68760	70548	72240	74088	75948
	Monthly	5455	5594	5730	5879	6020	6174	6329
	Hourly	31.35	32.15	32.93	33.79	34.60	35.48	36.37
	Standby	2.19	2.25	2.31	2.37	2.42	2.48	2.55
62G	Annual	67128	68760	70548	72240	74088	75948	77820
	Monthly	5594	5730	5879	6020	6174	6329	6485
	Hourly	32.15	32.93	33.79	34.60	35.48	36.37	37.27
	Standby	2.25	2.31	2.37	2.42	2.48	2.55	2.61
63G	Annual	68760	70548	72240	74088	75948	77820	79764
	Monthly	5730	5879	6020	6174	6329	6485	6647
	Hourly	32.93	33.79	34.60	35.48	36.37	37.27	38.20
	Standby	2.31	2.37	2.42	2.48	2.55	2.61	2.67
64G	Annual	70548	72240	74088	75948	77820	79764	81768
	Monthly	5879	6020	6174	6329	6485	6647	6814
	Hourly	33.79	34.60	35.48	36.37	37.27	38.20	39.16
	Standby	2.37	2.42	2.48	2.55	2.61	2.67	2.74
65G	Annual	72240	74088	75948	77820	79764	81768	83796
	Monthly	6020	6174	6329	6485	6647	6814	6983
	Hourly	34.60	35.48	36.37	37.27	38.20	39.16	40.13
	Standby	2.42	2.48	2.55	2.61	2.67	2.74	2.81
66G	Annual	74088	75948	77820	79764	81768	83796	85920
	Monthly	6174	6329	6485	6647	6814	6983	7160
	Hourly	35.48	36.37	37.27	38.20	39.16	40.13	41.15
	Standby	2.48	2.55	2.61	2.67	2.74	2.81	2.88

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
67G	Annual	75948	77820	79764	81768	83796	85920	88044
	Monthly	6329	6485	6647	6814	6983	7160	7337
	Hourly	36.37	37.27	38.20	39.16	40.13	41.15	42.17
	Standby	2.55	2.61	2.67	2.74	2.81	2.88	2.95
68G	Annual	77820	79764	81768	83796	85920	88044	90264
	Monthly	6485	6647	6814	6983	7160	7337	7522
	Hourly	37.27	38.20	39.16	40.13	41.15	42.17	43.23
	Standby	2.61	2.67	2.74	2.81	2.88	2.95	3.03
69G	Annual	79764	81768	83796	85920	88044	90264	92508
	Monthly	6647	6814	6983	7160	7337	7522	7709
	Hourly	38.20	39.16	40.13	41.15	42.17	43.23	44.30
	Standby	2.67	2.74	2.81	2.88	2.95	3.03	3.10
70G	Annual	81768	83796	85920	88044	90264	92508	94836
	Monthly	6814	6983	7160	7337	7522	7709	7903
	Hourly	39.16	40.13	41.15	42.17	43.23	44.30	45.42
	Standby	2.74	2.81	2.88	2.95	3.03	3.10	3.18
71G	Annual	83796	85920	88044	90264	92508	94836	97212
	Monthly	6983	7160	7337	7522	7709	7903	8101
	Hourly	40.13	41.15	42.17	43.23	44.30	45.42	46.56
	Standby	2.81	2.88	2.95	3.03	3.10	3.18	3.26
72G	Annual	85920	88044	90264	92508	94836	97212	99660
	Monthly	7160	7337	7522	7709	7903	8101	8305
	Hourly	41.15	42.17	43.23	44.30	45.42	46.56	47.73
	Standby	2.88	2.95	3.03	3.10	3.18	3.26	3.34
73G	Annual	88044	90264	92508	94836	97212	99660	102108
	Monthly	7337	7522	7709	7903	8101	8305	8509
	Hourly	42.17	43.23	44.30	45.42	46.56	47.73	48.90
	Standby	2.95	3.03	3.10	3.18	3.26	3.34	3.42
	•							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
74G	Annual	90264	92508	94836	97212	99660	102108	104700
	Monthly	7522	7709	7903	8101	8305	8509	8725
	Hourly	43.23	44.30	45.42	46.56	47.73	48.90	50.14
	Standby	3.03	3.10	3.18	3.26	3.34	3.42	3.51
75G	Annual	92508	94836	97212	99660	102108	104700	107292
	Monthly	7709	7903	8101	8305	8509	8725	8941
	Hourly	44.30	45.42	46.56	47.73	48.90	50.14	51.39
	Standby	3.10	3.18	3.26	3.34	3.42	3.51	3.60
76G	Annual	94836	97212	99660	102108	104700	107292	109968
	Monthly	7903	8101	8305	8509	8725	8941	9164
	Hourly	45.42	46.56	47.73	48.90	50.14	51.39	52.67
	Standby	3.18	3.26	3.34	3.42	3.51	3.60	3.69
77G	Annual	97212	99660	102108	104700	107292	109968	112716
	Monthly	8101	8305	8509	8725	8941	9164	9393
	Hourly	46.56	47.73	48.90	50.14	51.39	52.67	53.98
	Standby	3.26	3.34	3.42	3.51	3.60	3.69	3.78
78G	Annual	99660	102108	104700	107292	109968	112716	115548
	Monthly	8305	8509	8725	8941	9164	9393	9629
	Hourly	47.73	48.90	50.14	51.39	52.67	53.98	55.34
	Standby	3.34	3.42	3.51	3.60	3.69	3.78	3.87
79G	Annual	102108	104700	107292	109968	112716	115548	118392
	Monthly	8509	8725	8941	9164	9393	9629	9866
	Hourly	48.90	50.14	51.39	52.67	53.98	55.34	56.70
	Standby	3.42	3.51	3.60	3.69	3.78	3.87	3.97
80G	Annual	104700	107292	109968	112716	115548	118392	121356
	Monthly	8725	8941	9164	9393	9629	9866	10113
	Hourly	50.14	51.39	52.67	53.98	55.34	56.70	58.12
	Standby	3.51	3.60	3.69	3.78	3.87	3.97	4.07

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
81G	Annual	107292	109968	112716	115548	118392	121356	124416
	Monthly	8941	9164	9393	9629	9866	10113	10368
	Hourly	51.39	52.67	53.98	55.34	56.70	58.12	59.59
	Standby	3.60	3.69	3.78	3.87	3.97	4.07	4.17
82G	Annual	109968	112716	115548	118392	121356	124416	127512
	Monthly	9164	9393	9629	9866	10113	10368	10626
	Hourly	52.67	53.98	55.34	56.70	58.12	59.59	61.07
	Standby	3.69	3.78	3.87	3.97	4.07	4.17	4.27
83G	Annual	112716	115548	118392	121356	124416	127512	130692
	Monthly	9393	9629	9866	10113	10368	10626	10891
	Hourly	53.98	55.34	56.70	58.12	59.59	61.07	62.59
	Standby	3.78	3.87	3.97	4.07	4.17	4.27	4.38
84G	Annual	115548	118392	121356	124416	127512	130692	133992
	Monthly	9629	9866	10113	10368	10626	10891	11166
	Hourly	55.34	56.70	58.12	59.59	61.07	62.59	64.17
	Standby	3.87	3.97	4.07	4.17	4.27	4.38	4.49
85G	Annual	118392	121356	124416	127512	130692	133992	137280
	Monthly	9866	10113	10368	10626	10891	11166	11440
	Hourly	56.70	58.12	59.59	61.07	62.59	64.17	65.75
	Standby	3.97	4.07	4.17	4.27	4.38	4.49	4.60
86G	Annual	121356	124416	127512	130692	133992	137280	140760
	Monthly	10113	10368	10626	10891	11166	11440	11730
	Hourly	58.12	59.59	61.07	62.59	64.17	65.75	67.41
	Standby	4.07	4.17	4.27	4.38	4.49	4.60	4.72
	·							
87G	Annual	124416	127512	130692	133992	137280	140760	144324
	Monthly	10368	10626	10891	11166	11440	11730	12027
	Hourly	59.59	61.07	62.59	64.17	65.75	67.41	69.12
	Standby	4.17	4.27	4.38	4.49	4.60	4.72	4.84
	,							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
88G	Annual	127512	130692	133992	137280	140760	144324	147900
	Monthly	10626	10891	11166	11440	11730	12027	12325
	Hourly	61.07	62.59	64.17	65.75	67.41	69.12	70.83
	Standby	4.27	4.38	4.49	4.60	4.72	4.84	4.96
89G	Annual	130692	133992	137280	140760	144324	147900	151620
	Monthly	10891	11166	11440	11730	12027	12325	12635
	Hourly	62.59	64.17	65.75	67.41	69.12	70.83	72.61
	Standby	4.38	4.49	4.60	4.72	4.84	4.96	5.08
90G	Annual	133992	137280	140760	144324	147900	151620	155364
	Monthly	11166	11440	11730	12027	12325	12635	12947
	Hourly	64.17	65.75	67.41	69.12	70.83	72.61	74.41
	Standby	4.49	4.60	4.72	4.84	4.96	5.08	5.21
	·							
91G	Annual	137280	140760	144324	147900	151620	155364	159276
	Monthly	11440	11730	12027	12325	12635	12947	13273
	Hourly	65.75	67.41	69.12	70.83	72.61	74.41	76.28
	Standby	4.60	4.72	4.84	4.96	5.08	5.21	5.34
	·							
92G	Annual	140760	144324	147900	151620	155364	159276	163236
	Monthly	11730	12027	12325	12635	12947	13273	13603
	Hourly	67.41	69.12	70.83	72.61	74.41	76.28	78.18
	Standby	4.72	4.84	4.96	5.08	5.21	5.34	5.47
93G	Annual	144324	147900	151620	155364	159276	163236	167376
	Monthly	12027	12325	12635	12947	13273	13603	13948
	Hourly	69.12	70.83	72.61	74.41	76.28	78.18	80.16
	Standby	4.84	4.96	5.08	5.21	5.34	5.47	5.61
94G	Annual	147900	151620	155364	159276	163236	167376	171516
	Monthly	12325	12635	12947	13273	13603	13948	14293
	Hourly	70.83	72.61	74.41	76.28	78.18	80.16	82.14
	Standby	4.96	5.08	5.21	5.34	5.47	5.61	5.75
	•							

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
95G	Annual	151620	155364	159276	163236	167376	171516	175824
	Monthly	12635	12947	13273	13603	13948	14293	14652
	Hourly	72.61	74.41	76.28	78.18	80.16	82.14	84.21
	Standby	5.08	5.21	5.34	5.47	5.61	5.75	5.89
96G	Annual	155364	159276	163236	167376	171516	175824	180228
	Monthly	12947	13273	13603	13948	14293	14652	15019
	Hourly	74.41	76.28	78.18	80.16	82.14	84.21	86.32
	Standby	5.21	5.34	5.47	5.61	5.75	5.89	6.04
97G	Annual	159276	163236	167376	171516	175824	180228	184740
	Monthly	13273	13603	13948	14293	14652	15019	15395
	Hourly	76.28	78.18	80.16	82.14	84.21	86.32	88.48
	Standby	5.34	5.47	5.61	5.75	5.89	6.04	6.19
98G	Annual	163236	167376	171516	175824	180228	184740	189360
	Monthly	13603	13948	14293	14652	15019	15395	15780
	Hourly	78.18	80.16	82.14	84.21	86.32	88.48	90.69
	Standby	5.47	5.61	5.75	5.89	6.04	6.19	6.35
99G	Annual	167376	171516	175824	180228	184740	189360	194088
	Monthly	13948	14293	14652	15019	15395	15780	16174
	Hourly	80.16	82.14	84.21	86.32	88.48	90.69	92.95
	Standby	5.61	5.75	5.89	6.04	6.19	6.35	6.51
100G	Annual	171516	175824	180228	184740	189360	194088	198936
	Monthly	14293	14652	15019	15395	15780	16174	16578
	Hourly	82.14	84.21	86.32	88.48	90.69	92.95	95.28
	Standby	5.75	5.89	6.04	6.19	6.35	6.51	6.67
101G	Annual	175824	180228	184740	189360	194088	198936	203904
	Monthly	14652	15019	15395	15780	16174	16578	16992
	Hourly	84.21	86.32	88.48	90.69	92.95	95.28	97.66
	Standby	5.89	6.04	6.19	6.35	6.51	6.67	6.84

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
102G	Annual	180228	184740	189360	194088	198936	203904	209016
	Monthly	15019	15395	15780	16174	16578	16992	17418
	Hourly	86.32	88.48	90.69	92.95	95.28	97.66	100.10
	Standby	6.04	6.19	6.35	6.51	6.67	6.84	7.01
103G	Annual	184740	189360	194088	198936	203904	209016	214236
	Monthly	15395	15780	16174	16578	16992	17418	17853
	Hourly	88.48	90.69	92.95	95.28	97.66	100.10	102.60
	Standby	6.19	6.35	6.51	6.67	6.84	7.01	7.18
104G	Annual	189360	194088	198936	203904	209016	214236	219600
	Monthly	15780	16174	16578	16992	17418	17853	18300
	Hourly	90.69	92.95	95.28	97.66	100.10	102.60	105.17
	Standby	6.35	6.51	6.67	6.84	7.01	7.18	7.36
105G	Annual	194088	198936	203904	209016	214236	219600	225084
	Monthly	16174	16578	16992	17418	17853	18300	18757
	Hourly	92.95	95.28	97.66	100.10	102.60	105.17	107.80
	Standby	6.51	6.67	6.84	7.01	7.18	7.36	7.55
106G	Annual	198936	203904	209016	214236	219600	225084	230700
	Monthly	16578	16992	17418	17853	18300	18757	19225
	Hourly	95.28	97.66	100.10	102.60	105.17	107.80	110.49
	Standby	6.67	6.84	7.01	7.18	7.36	7.55	7.73
107G	Annual	203904	209016	214236	219600	225084	230700	236472
	Monthly	16992	17418	17853	18300	18757	19225	19706
	Hourly	97.66	100.10	102.60	105.17	107.80	110.49	113.25
	Standby	6.84	7.01	7.18	7.36	7.55	7.73	7.93
108G	Annual	209016	214236	219600	225084	230700	236472	242400
	Monthly	17418	17853	18300	18757	19225	19706	20200
	Hourly	100.10	102.60	105.17	107.80	110.49	113.25	116.09
	Standby	7.01	7.18	7.36	7.55	7.73	7.93	8.13

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

RANGE		STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
109G	Annual	214236	219600	225084	230700	236472	242400	248448
	Monthly	17853	18300	18757	19225	19706	20200	20704
	Hourly	102.60	105.17	107.80	110.49	113.25	116.09	118.99
	Standby	7.18	7.36	7.55	7.73	7.93	8.13	8.33
110G	Annual	219600	225084	230700	236472	242400	248448	254664
	Monthly	18300	18757	19225	19706	20200	20704	21222
	Hourly	105.17	107.80	110.49	113.25	116.09	118.99	121.97
	Standby	7.36	7.55	7.73	7.93	8.13	8.33	8.54

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

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

Executed this 1 <sup>st</sup> day of July, 2015.							
For Teamsters Local Union No. 117:							
/s/							
John Scearcy							
Secretary-Treasurer							
For the State of Washington:	/s/						
Jay Inslee	Diane Lutz, Section Chief						
Governor	OFM/SHR, Labor Relations Section						
	/s/ Ann Mitchell, Chief Negotiator OFM/SHR, Labor Relations Section						