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ARTICLE 41

COMPENSATION

41.1 General Service Pay Range Assignments

A. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the 2021 General Service Salary Schedule that the employee was assigned to on June 30, 2021, except for the classification in Appendix C.

B. Effective July 1, 2021, all ranges and steps of the General Service Salary Schedule will remain the same as they are on June 30, 2021.

C. Effective July 1, 2022, all ranges and steps of the General Service Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix E. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022.

DC. Longevity Increase

All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to Step M to address issues related to recruitment, retention or other business needs.

ED. Minimum Wages Determined by Local Ordinances

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

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

4 F. Employees who are paid above the maximum for their range on the effective
5 date of the increases described in Subsection C, above will not receive the
6 specified increase to their current pay unless the new range encompasses
7 their current rate of pay.

8 **41.2 “GS1” Pay Range Assignments**

9 A. Effective July 1, 2021, each classification represented by the Union and
10 listed in Appendix J will continue to be assigned to the same salary range
11 of the “GS1” Salary Schedule that it was assigned on June 30, 2021, except
12 for classifications in Appendix C.

13 B. Effective July 1, 2021, each employee will continue to be assigned to the
14 same range and step of the “GS1” Salary Schedule that the employee was
15 assigned on June 30, 2021 except for classifications in Appendix C.

16 C. Effective July 1, 2021, all ranges and steps of the “GS1” Salary Schedule
17 will remain the same as they are on June 30, 2021.

18 D. Effective July 1, 2022, all ranges and steps of the “GS1” Salary Schedule
19 will be increased by three and twenty-five hundredths percent (3.25%), as
20 shown in Appendix XX. This salary increase is based on the “GS1” Salary
21 Schedule in effect on June 30, 2022.

22 ED. Longevity Increase

23 All employees will progress to Step M six (6) years after being assigned to
24 Step L in their permanent salary range. The Employer may increase an
25 employee’s step to step M to address issues related to recruitment, retention
26 or other business needs.

1 F. Employees who are paid above the maximum for their range on the effective
2 date of the increases described in Subsection D above will not receive the
3 specified increase to their current pay unless the new range encompasses
4 their current rate of pay.

5
6 **41.3 “N1” Pay Range Assignments**

7 A. Effective July 1, 2021, each employee will continue to be assigned to the
8 same range and step of the “N1” Range Salary Schedule that the employee
9 was assigned on June 30, 2021, except for classifications in Appendix C.

10 Compensation Appendix J identifies the impacted job classifications and
11 the salary range for which it is assigned.

12 B. Effective July 1, 2021, all ranges and steps of the “N1” Range Salary
13 Schedule will remain the same as they are on June 30, 2021.

14 C. Longevity Increase

15 Step U will be designated as twenty-six (26) years of experience and
16 employees will advance to Step U in accordance with Section 41.8, Periodic
17 Increases.

18 D. Effective July 1, 2022, all salary ranges and steps of the “N1” Salary
19 Schedule will be increased by three and twenty-five hundredths percent
20 (3.25%), as shown in Appendix XX. This salary increase is based on the
21 “N1” Salary Schedule in effect on June 30, 2022.

22 E. Employees who are paid above the maximum for their range on the effective
23 date of the increases described in Subsection D above, will not receive the
24 specified increase to their current pay unless the new range encompasses
25 their current rate of pay.

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2 **41.4 “SP” Pay Range Assignments**

3 A. Effective July 1, 2021, each employee will continue to be assigned to the
4 same range and step of the “SP” Range Salary Schedule that the employee
5 was assigned on June 30, 2021, except for classifications in Appendix C.

6 B. Effective July 1, 2021, all salary ranges and steps of the “SP” Range Salary
7 Schedule will remain the same as they are on June 30, 2021.

8 C. Longevity Increase
9 All employees will progress to Step M six (6) years after being assigned to
10 Step L in their permanent salary range. The Employer may increase an
11 employee’s step to Step M to address issues related to recruitment, retention
12 or other business needs.

13 D. Effective July 1, 2022, all salary ranges and steps of the “SP” Range Salary
14 Schedule will be increased by three and twenty-five hundredths percent
15 (3.25%), as shown in Appendix XX. This salary increase is based on the
16 “SP” Range Salary Schedule in effect on June 30, 2022.

17 F. Employees who are paid above the maximum for their range on the effective
18 date of the increases described in Subsection D above will not receive the
19 specified increase to their current pay unless the new range encompasses
20 their current rate of pay.

21 **41.5 Pay for Performing the Duties of a Higher Classification**

22 A. Employees who are temporarily assigned the full scope of duties and
23 responsibilities for more than thirty (30) calendar days to a higher level
24 classification whose range is less than six (6) ranges higher than the range
25 of the former class will be notified in writing and will be advanced to a step
26 of the range for the new class that is nearest to five percent (5%) higher than

1 the amount of the pre-promotional step. The increase will become effective
2 on the first day the employee was performing the higher level duties.

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

10 **41.7 Establishing Salaries for New Employees and New Classifications**

11 A. The Employer will assign newly hired employees to the appropriate range
12 and step of the appropriate Salary Schedules.

13 B. The salary of employees in classes requiring licensure as a registered nurse
14 will be governed by the “N1” Range Salary Schedule.

15 1. An employee’s experience as a Registered Nurse (RN), Physicians
16 Assistant-certified (PA-C)/Advanced Registered Nurse Practitioner
17 (ARNP) and/or Licensed Practical Nurse (LPN), calculated as
18 follows, will determine the placement of an employee on the proper
19 step within an “N1” range:

20 a. RN, and PA-C/ARNP experience will be credited year for
21 year.

22 b. Up to ten (10) years LPN experience will be credited at the
23 rate of two (2) years LPN experience equals one (1) year of
24 RN or ARNP experience, for a maximum credit of five (5)
25 years.

1 C. In the event the Employer creates new classifications during the term of this
2 Agreement, the Union may exercise its right to bargain assignment of new
3 bargaining unit classes or the reassignment of existing bargaining unit
4 classes to pay ranges if a change in pay is proposed.

5 **41.8 Periodic Increases**

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

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

10 B. Employees who are hired, at the minimum step of their pay range will
11 receive a two (2) step increase to base salary following completion of six
12 (6) months of continuous service and the date they receive that increase will
13 be the employee's periodic increment date. Thereafter, employees will
14 receive a two (2) step increase annually, on their periodic increment date,
15 until they reach the top of the pay range.

16 C. Employees who are hired, above the minimum step of the pay range will
17 receive a two (2) step increase to base salary following completion of twelve
18 (12) months of continuous service and the date they receive that increase
19 will be the employee's periodic increment date. Thereafter, employees will
20 receive a two (2) step increase annually, on their periodic increment date,
21 until they reach the top of the pay range.

22 D. Employees governed by the "N1" range salary schedule that have reached
23 Step K, will receive a one (1) step increase based on years of experience up
24 to the maximum of the range.

1 E. Employees who are appointed to another position with a different salary
2 range maximum will retain their periodic increment date and will receive
3 step increases in accordance with Subsection A, B and C above.

4 F. Seasonal career/cyclic employees periodic increment dates will be adjusted
5 for time not worked.

6 **41.9 Salary Assignment Upon Promotion**

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

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

19 C. Geographic Adjustments
20 The appointing authority may authorize more than the step increases
21 specified in Subsections A and B, above, when an employee's promotion
22 requires a change of residence to another geographic area to be within a
23 reasonable commuting distance of the new place of work. Such an increase
24 may not result in a salary greater than the range maximum.

25 D. Promotions for Registered Nurses
26 1. Promotional increases for classes requiring licensure as a registered
27 nurse or Physician's Assistant-certified (PA-c)/Advanced Register

1 Nurse Practitioner (ARNP) (“N1” ranges) are calculated in the
2 manner described below.

3 2. An employee who is promoted into or between classes that have pay
4 range “N1” will advance to the step in the new range, as shown in
5 the “N1” Range Salary Schedule, as described in [Section 41.2](#),
6 which represents the greater of a, b or c below.

7 a. Placement on the step which coincides with the employee's
8 total length of experience as a Registered Nurse (RN),
9 Physician’s Assistant-certified (PA-c)/Advanced Registered
10 Nurse Practitioner (ARNP), and/or Licensed Practical Nurse
11 (LPN). Experience will be credited as follows:

12
13 i. RN and PA-C/ARNP experience will be credited
14 year for year.

15 ii. Up to ten (10) years LPN experience will be credited
16 at the rate of two (2) years LPN experience equals
17 one (1) year of RN or PA-C/ARNP experience, for a
18 maximum credit of five (5) years;

19 Or

20 b. Placement on the step of the new range that is nearest to a
21 minimum of five percent (5%) higher than the amount of the
22 pre-promotional step. The appointing authority may
23 authorize more than a five percent (5%) increase, but the
24 amount must be on a step within the salary range for the
25 class;

26 Or

- 1 c. The appointing authority will advance an employee who is
2 promoted under any one (1) or more of the following
3 conditions to the step of the range for the new class that is
4 nearest to a minimum of ten percent (10%) higher than the
5 amount of the pre-promotional step. The appointing
6 authority may authorize more than a ten percent (10%)
7 increase, but the amount must be on a step within the salary
8 range for the class.
- 9 i. When the employee is promoted to a class whose
10 base range is six (6) or more ranges higher than the
11 base range of the employee’s former class.
- 12 ii. When the employee is promoted over an intervening
13 class in the same class series.
- 14 iii. When the employee is promoted from one class
15 series to a higher class in a different series and over
16 an intervening class in the new series, which would
17 have represented a promotion.
- 18 iv. When an employee’s promotion requires a change of
19 residence to another geographic area to be within a
20 reasonable commuting distance of the new place of
21 work.

22 **41.10 Salary Adjustments**

23 The Employer may adjust an employee’s base salary within their salary range to
24 address issues that are related to recruitment, retention, or other business-related
25 reasons. Such an increase may not result in a salary increase greater than Step M of
26 the range.

1 **41.11 Demotion**

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

6 **41.12 Transfer**

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

12 **41.13 Reassignment**

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

17 **41.14 Reversion**

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

23 **41.15 Elevation**

24 Elevation is defined as restoring an employee to the higher classification, with
25 permanent status, which was held prior to being granted a demotion or to a class
26 that is between the current class and the class from which the employee was

1 demoted. Upon elevation, an employee's salary will be determined in the same
2 manner that is provided for promotion in [Subsection 41.8](#), above.

3 **41.16 Part-Time Employment**

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

8 **41.17 Callback**

9 A. Work Preceding or Following a Scheduled Work Shift

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

13 1. Lack of such notice for such work will be considered callback and
14 will result in a penalty of three (3) hours of pay at the basic salary in
15 addition to all other compensation due. This penalty will apply to
16 each call.

17 2. The Employer may cancel a callback notification to work extra
18 hours at any time but cancellation will not waive the penalty cited
19 in this Subsection.

20 3. These provisions will not apply to the mid-shift interval in a split
21 shift and an employee called back while in standby status.

22 B. Work on Scheduled Days-Off or Holidays

23 The Employer may assign employees to work on a day off or holiday.
24 Overtime-eligible employees will be notified of such assignments at least
25 prior to the employees' normal quitting times on their second workday

1 preceding the day off or holiday (except Sunday when it is within the
2 assigned work shift).

3 1. If the Employer does not give such notice, affected employees will
4 receive a penalty payment of three (3) hours pay at the basic salary
5 in addition to all other compensation due them.

6 2. The Employer may cancel work assigned on a day off or holiday.
7 However, if the Employer does not notify affected employees of
8 such cancellation at least prior to their normal quitting times on their
9 second workday preceding the day off or holiday work assignment,
10 affected employees will receive a penalty payment of three (3) hours
11 pay at the basic salary.

12 These provisions will apply to employees on paid leave status.

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

17 **41.18 Shift Premium**

18 A. For purposes of this Section, the following definitions apply:

19 1. Evening shift is a work shift of eight (8) or more hours which ends
20 at or after 10:00 p.m.

21 2. Night shift is a work shift of eight (8) or more hours which begins
22 by 3:00 a.m.

23 B. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-
24 time employees under the following circumstances:

- 1 1. Regularly scheduled day shift employees who's regular or
2 temporary scheduled work shift includes hours after 6:00 p.m. and
3 before 6:00 a.m. where no overtime, extra duty pay, schedule change
4 pay, or callback compensation is received. Shift premium is paid
5 only for those hours actually worked after 6:00 p.m. and before 6:00
6 a.m.

- 7 2. Regularly scheduled evening and night shift employees are entitled
8 to shift premium for all hours worked.

- 9 3. A regularly scheduled day shift employee who is temporarily
10 assigned a full evening or night shift where no overtime, extra duty
11 pay, schedule change pay, or callback compensation is received.
12 Shift premium is paid only for all evening or night shift hours
13 worked in this circumstance.

- 14 4. Employees regularly scheduled to work at least one (1), but not all,
15 evening and/or night shifts are entitled to shift premium for those
16 shifts. Additionally, these employees are entitled to shift premium
17 for all hours adjoining that evening or night shift which are worked.

- 18 5. Those employees who work evening and night shift, who are in
19 travel status, will be provided a meal per diem equal to that per diem
20 allotted to day shift workers while in travel status as authorized by
21 OFM regulation.

- 22 D. Part-time and on-call employees will be entitled to basic shift premium
23 under the following circumstances:
 - 24 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.,
25 as defined in Subsection 41.18 B.

1 2. For assigned full evening or night shifts, as defined in Subsection
2 41.18 C.

3 E. In cases where shift premium hours are regularly scheduled over a year,
4 agencies may pay shift premium at a monthly rate which is equal for all
5 months of the year. Monthly rates will be calculated by dividing twelve (12)
6 into the amount of shift premium an employee would earn in a year if the
7 hourly rules in Subsection B of this Section were applied.

8 F. When an employee is compensated for working overtime during hours for
9 which shift premium is authorized in this Section, the overtime rate shall be
10 calculated using the “regular rate.”

11 G. Employees eligible for shift premium for their regularly scheduled shifts
12 will receive the same proportion of shift premium for respective periods of
13 authorized paid leave and for holidays not worked which fall within their
14 regularly scheduled shift.

15 **41.19 Shift Premium for Registered Nurses and Related Classes**

16 Registered Nurses 1-4 and related job classes requiring licensure as a registered
17 nurse will receive one dollar and fifty cents (\$1.50) per hour shift differential for
18 evening shift and night shift work.

19 **41.20 Supplemental Shift Premium for Nurses**

20 For the classes of registered nurse 1-4 and related job classes requiring licensure as
21 a registered nurse, supplemental shift premium will be paid in the amounts and
22 under the conditions described below. Employees may qualify for one (1) or both
23 of these supplemental shift premiums.

24 A. One dollar (\$1.00) per hour during any hours assigned to work or while on
25 paid leave for night shift.

1 B. Three dollars (\$3.00) per hour during any hours worked or while on paid
2 leave from Friday midnight to Sunday midnight.

3 C. Supplemental shift premiums are payable regardless of employment status
4 and/or whether the work was prescheduled.

5 D. Supplemental shift premiums are not payable during hours other than those
6 specified.

7 **41.21 Standby**

8 A. An overtime-eligible employee is in standby status while waiting to be
9 engaged to work by the Employer and both of the following conditions
10 exist:

11 1. The employee is required to be present at a specified location or is
12 immediately available to be contacted. The location may be the
13 employee's home or other specific location, but not a work site away
14 from home. When the standby location is the employee's home, and
15 the home is on the same state property where the employee works,
16 the home is not considered a work site; and

17 2. The agency requires the employee to be prepared to report
18 immediately for work if the need arises, although the need might not
19 arise.

20 B. Standby status will not be concurrent with work time.

21 C. When the nature of a work assignment confines an employee during off duty
22 hours and that confinement is a normal condition of work in the employee's
23 position, standby compensation is not required merely because the
24 employee is confined.

1 D. Overtime-eligible employees on standby status will be compensated at a
2 rate of seven percent (7%) of their hourly base salary for time spent in
3 standby status.

4 E. Clinical Pharmacists, who are assigned to standby status, will be
5 compensated at the rate of seven percent (7%) of their hourly base salary
6 for time spent in assigned standby status. Standby status will not be
7 concurrent with work time. Actual hours worked during standby status will
8 be compensated at the pharmacist's straight time rate.

9 F. Overtime-exempt employees, with the exception of those identified in
10 [Subsection 7.2](#) D and [Subsection 41.21](#) E, will be compensated twenty-five
11 dollars (\$25.00) for each day or portion thereof spent in assigned standby
12 status. A day is defined as a twenty-four (24) hour period beginning on the
13 first hour an employee is assigned standby status.

14 **41.22 Relocation Compensation**

15 A. The Employer may authorize lump sum relocation compensation, within
16 existing budgetary resources, under the following conditions:

17 1. When it is reasonably necessary that a person make a domiciliary
18 move in accepting a reassignment or appointment; or

19 2. It is necessary to successfully recruit or retain a qualified candidate
20 or employee who will have to make a domiciliary move in order to
21 accept the position.

22 B. If the employee receiving the relocation payment terminates or causes
23 termination of his/her employment with the state within one (1) year of the
24 date of employment, the state will be entitled to reimbursement for the
25 moving costs which have been paid and may withhold such sum as
26 necessary from any amounts due the employee. Termination as a result of

1 layoff or disability separation will not require the employee to repay the
2 relocation compensation.

3 **41.23 Salary Overpayment Recovery**

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

6 A. When an agency has determined that an employee has been overpaid wages,
7 the agency will provide written notice to the employee, which will include
8 the following items:

- 9 1. The amount of the overpayment;
- 10 2. The basis for the claim; and
- 11 3. The rights of the employee under the terms of this Agreement.

12 B. Method of Payback

13 The employee must choose one (1) of the following options for paying back
14 the overpayment:

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

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

22 C. If the employee fails to choose one (1) of the three (3) options described
23 above, within the timeframe specified in the agency's written notice of
24 overpayment, the agency will deduct the overpayment owed from the
25 employee's wages. This overpayment recovery will take place over a period

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

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

5 E. Appeal Rights

6 Any dispute concerning the occurrence or amount of the overpayment will
7 be resolved through the grievance procedure in [Article 31](#) of this
8 Agreement.

9 **41.24 Assignment Pay Provisions**

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

12 A. The Employer may grant assignment pay to a position to recognize
13 specialized skill, assigned duties, and/or unique circumstances that exceed
14 the ordinary. The Employer determines which positions qualify for the
15 premium.

16 B. Classes approved for assignment pay are identified in Compensation
17 Appendix I.

18 C. All Assignment Pay Rates and Special Pay Ranges and Notes are attached
19 as Compensation Appendices I and J to this Agreement.

20 **41.25 Medical/Dental Expense Account**

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

1 **41.26 Dependent Care Salary Reduction Plan**

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

6 **41.27 Pretax Health Care Premiums**

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

10 **41.28 Voluntary Separation Incentive – Voluntary Retirement Incentives**

11 Agencies will have the discretion to participate in a Voluntary Separation Incentive
12 Program or a Voluntary Retirement Incentive Program, if such program is provided
13 for in the 2021-2023 operating budget. Such participation must be in accordance
14 with the program guidelines. Program incentives or offering of such incentives are
15 not subject to the grievance procedure.

16
17 **41.29 Emergency/Disaster Operations Compensation**

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

21 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
22 regular hourly rate for those hours worked in excess of forty (40) hours in a
23 workweek as a result of full-time work in support of a significant
24 emergency, declared disaster, or Emergency Management Assistance
25 Compact (EMAC) or other Mutual Aid activations/deployments as
26 determined by the agency head or designee. During federally declared
27 disasters overtime compensation will be limited to cash payments.

1 B. For those hours worked during the activation, one dollar (\$1.00) is added to
2 an employee's regular rate in lieu of any other forms of additional
3 compensation including, but not limited to, callback, standby, shift
4 differential, split shift differential, assignment pay, and/or schedule change.

5 C. Unless otherwise noted in writing, employees will retain the assigned
6 workweek while supporting emergency/disaster operations. However,
7 employees' assigned work hours may be different from their regularly
8 assigned work hours.

9 D. These provisions are limited to qualifying work performed in the
10 Washington Emergency Operations Center, in a Joint Field Office, and
11 work in direct support of EMAC or other Mutual Aid
12 activations/deployments.

13 **41.30 Board Certification Payment – UPW and AWP**

14 Payment for current board certification ten thousand dollars (\$10,000), to be added
15 to base rate and paid out in twelve (12) equal monthly installments each fiscal year
16 and will be prorated based on one (1.0) Full-Time Equivalent.

17 For Physician 3 or Psychiatrist, the board certification must be in an area relevant
18 to patient care and come from an accredited program by the American Board of
19 Medical Specialties, the American Board of Psychiatry and Neurology and/or the
20 American Osteopathic Board in one of the following areas: Neurology &
21 Psychiatry, Child Psychiatry, Forensic Psychiatry, Geriatric Psychiatry, Internal
22 Medicine, Pathology, or Family Medicine.

23 For Clinical Pharmacist, the board certification must be in an area relevant to
24 patient care and come from an accredited program by the Board of Pharmacy
25 Specialties in the area of Psychiatric Pharmacy, Infectious Diseases,
26 Pharmacotherapy or Ambulatory Care, or the Commission for Certification in
27 Geriatric Pharmacy, or the National Certification Board for Diabetes Educators.

1 **41.31 Special Commitment Center (DSHS)**

2 Employees assigned to work on McNeil Island at the Special Commitment Center
3 will receive ten dollars (\$10.00) premium pay for each day they are physically
4 working on the Island. Days in a paid status not working on the Island will not
5 qualify for this premium pay.

6 **41.32 King County Premium Pay**

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

11 **41.33 One-Time Lump Sum Payment**

12 A. Effective July 1, 2022, bargaining unit employees will receive a lump sum
13 amount as shown in subsection B, who are:

14 1. Hired on or before July 1, 2022.

15 2. Occupying a position that has an annual full-time equivalent base
16 salary of less than ninety-nine thousand dollars (\$99,000.00) on ~~July 1,~~
17 June 30, 2022 after all adjustments to an employee's base salary have
18 been completed.

19 i. Base salary excludes overtime, shift differential and all other
20 premiums or payments.

21 ii. Hourly employees' annual base salary shall be the base hourly
22 rate multiplied by two thousand eighty-eight (2,088).

23 B. On the July 25, 2022 paycheck, the Employer will make payments to
24 bargaining unit employees that correspond to the annual full-time
25 equivalent base salary as described in A.2.

26

<u>Annual Full-time Salary Equivalent</u>	
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<u>Greater than or Equal to</u>	<u>Less than</u>	<u>Maximum Lump Sum Payment Amount</u>
<u>\$28,584</u>	<u>\$47,331</u>	<u>\$2,500.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$1,875.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,250.00</u>
<u>\$81,777</u>	<u>\$99,000</u>	<u>\$625.00</u>
<u>\$99,000</u>		<u>\$0.00</u>

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1. Bargaining unit employees who occupy more than one position will receive only one lump sum payment. Eligibility for the lump sum payment will be:

- a. Based upon the position in which work was performed on July 1, 2022; or
- b. If no work was performed on July 1, 2022, then based on the position from which the employee receives the majority of compensation.

2. The amount for the lump sum payment for part-time employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment.

Dated September ~~23~~, 202~~10~~

For the Employer

/s/
Janetta (Jenny) Sheehan
Senior Labor Negotiator

For the Union

/s/
Rhonda Fenrich
Coalition Negotiator

1 B. Nurses at the Department of Veteran’s Affairs are hereby excluded from the One-
2 Time Lump-Sum Payment effective July 1, 2022 identified in Article 41.33.

3

4 **This MOU will expire on June 29, 2023.**

5

6 **Dated September 30, 2021**

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8 **Tentative Agreement Reached**

For the Employer

For the Union

/s/

/s/

Janetta (Jenny) Sheehan
Senior Labor Negotiator

Rhonda Fenrich
Coalition Negotiator

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APPENDIX A
BARGAINING UNITS REPRESENTED BY THE COALITION
AS OF JULY 1, 2021

Masters, Mates & Pilots Marine Department (MM&P)		
DOC	Non-Supervisory Marine Dept.	11089
Teamsters 760		
DFW	Fish & Wildlife Sergeants	RU-531
IBEW 76		
L&I	Non-Supervisory Electrical Inspectors	8465
	Supervisory Electrical Inspectors	8465
UA 32		
L&I	Non-Supervisory Construction Compliance & Factory- Assembled Structures Inspectors	8485
	Supervisory Construction Compliance & Factory- Assembled Structures Inspectors	8485
Washington State Patrol Trades Association		
WSP	Non-Supervisory Facilities Management (WSPTA)	8865
Washington State Patrol Supervisors Trades Association		
WSP	Supervisory Facilities Management (WSPSTA)	8866
Washington State Nurses Association (WSNA)		
WDVA	Non-Supervisory Registered Nurses	8484
	Supervisory Registered Nurses	8484
Union of Physicians of Washington (UPW)		
DSHS	Non-Supervisory Physicians & Psychiatrists	9006
	Supervisory Physicians & Psychiatrists	9007
International Association of Fire Fighters (IAFF)		
DSHS	Non-Supervisory Officers at McNeil Island	11088
Affiliated Washington Pharmacists (AWP)		
DSHS	Pharmacists (Clinical 295L)	10099
Fish and Wildlife Officers Guild (FWOG)		
DFW	Non-Supervisory Officers, Detectives, and Airplane Pilots in Enforcement Program	11100
Washington Association of Fish Hatchery Professionals (WAFHP)		

DFW	Hatcheries Bargaining Unit #1	12367
DFW	Hatcheries Bargaining Unit #2	12368

~~Communications Workers of America 37082 (CWA)~~
~~DES Printing and Imaging Services Pre-Press 11345~~

Teamsters Local 174 (IBT 174)		
WSP	Commercial Vehicle Enforcement Officer 4	11953
WSP	Supervisory Communication Officers	12683

Fraternal Order of Police Lodge 34 (FOP)		
LCB	Lieutenants	117744

Association of Industrial Appeals Judges (AIAJ)		
BIIA	Industrial Insurance Appeals Judges 3 and 4	12154

1 Fraternal Order of Police (WA FOP Labor Coalition) 13335

2 LCB Nonsupervisory Education and Enforcement Division

3 Sergeants (LCB Enforcement Officer [LEO 3]), Officers (LEO
4 1&2), Compliance Consultants (Administrative Regulation Analyst
5 [ARA 3])

6 Dated ~~September~~ __, 2021
7 10/01/2021

For the Employer

For the Union

/s/

Janetta (Jenny) Sheehan

/s/

Rhonda Fenrich

Senior Labor Negotiator

Coalition Negotiator

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9 Acknowledged by: _____

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Alan Harvey

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Fraternal Order of Police

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Negotiator

COMPENSATION APPENDIX I

ASSIGNMENT PAY

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

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference #
Fish & Wildlife Detectives	388D	See References	7, 37A
Fish & Wildlife Sergeants	388E	See References	7, 37A
Fish & Wildlife Officers	388A-C	See References	7, 37A
Fish and Wildlife Officer 2	388B	See References	60
Fish and Wildlife Officer 3	388C	See References	60
Assistant Fire Chief	396E	\$10.00 per hour	37A
LCB Enforcement Officer 4	390I	\$10.00 per hour	37A
<u>LCB Enforcement Officer 3</u>	<u>390H</u>	<u>\$10.00 per hour</u>	<u>37A</u>
<u>LCB Enforcement Officer 2</u>	<u>390G</u>	<u>\$10.00 per hour</u>	<u>37A</u>
<u>LCB Administration Regulations Analyst 3</u>	<u>108F</u>	<u>\$10.00 per hour</u>	<u>37A</u>
<u>LCB Administration Regulations Analyst 3</u>	<u>108F</u>	<u>Seven and one half percent (7.5%)</u>	<u>53</u>
<u>LCB Enforcement Officer 2</u>	<u>390G</u>	<u>Seven and one half percent (7.5%)</u>	<u>53</u>
Marine Vessel Operator	652R	Ten percent (10%)	32

Pharmacists, Clinical	295L	Ten percent (10%)	66
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1 REFERENCE #66: Base salary plus ten percent (10%) will be paid to
2 Pharmacists, Clinical within a state facility who are approved to practice
3 under a Collaborative Practice Agreement when performing recognized
4 patient treatment to include anticoagulation treatment and management;
5 Hepatitis C treatment and monitoring medication management during
6 palliative care; medication management for patients placed in the
7 community to maintain stability; and prescribing for chronic conditions for
8 patients in the state facilities once acuity is stabilized.

9 ~~REFERENCE #7: Law enforcement employees that are assigned a 171-~~
10 ~~hour, 28-day work period will receive their base salary plus ten percent~~
11 ~~(10%). (Administrative update as WAC was repealed during civil service~~
12 ~~reform) (Eff. 12/85; Rev. 12/89; 12/97; 7/17)~~

13 REFERENCE #32: For employees located at McNeil Island Special
14 Commitment Center, who are fully trained and qualified, assignment pay
15 will be paid when performing fuel oil transfer duties at the McNeil Island
16 Oil Transfer Facility. Entitlement to assignment pay under this reference
17 shall be on an hour-for-hour basis for all hours while actually performing
18 all relevant fuel transfer duties. These duties include: maintenance of all
19 tanks and affiliated systems, the transfer of fuel from bulk storage tanks to
20 oil tankers, and relevant training. Basic salary range plus ten percent (10%).
21 (Eff. 09/01, Rev. 11/01; 7/17)

22 REFERENCE #37A: LCB Enforcement Officers~~s~~~~4s~~ at the Liquor and
23 Cannabis Board, and Assistant Fire Chiefs at Department of Social and
24 Health Services at the Special Commitment Center, McNeil Island ~~and the~~
25 ~~Department of Fish and Wildlife Enforcement Program~~-certified instructors
26 of hazardous materials, defensive tactics, tactical advanced first aid
27 (excluding basic first aid/AED training), firearms, fitness, bicycle, boating
28 safety, MOCC, EVOC, and pistol maintenance, will be compensated an

1 additional \$10.00 (ten dollars) per hour, over and above regular salary and
2 benefits, for every hour engaged in giving instruction to or in receiving re-
3 certification training. Pistol maintenance instructors are eligible for this
4 additional compensation when they are instructing in a classroom setting,
5 providing one-on-one instruction or repairing at the firing range. ~~Time spent~~
6 ~~for Department of Fish and Wildlife Enforcement Program certified~~
7 ~~instructors receiving additional instruction in classes pre-approved by a~~
8 ~~Training Lieutenant of Chief in disciplines identified in this reference shall~~
9 ~~receive ten dollars (\$10.00) per hour and above regular salary benefits.~~
10 (Eff 7/05; Rev 7/07; 7/17)

11
12 ~~REFERENCE #60: Within the Department of Fish and Wildlife, employees~~
13 ~~who are assigned by the appointing authority to work as a Field Training~~
14 ~~Officer (FTO) will be compensated for documenting daily observations of~~
15 ~~a Student Officer for up to one (1) hour at the overtime rate for each duty~~
16 ~~day worked as an FTO, and up to one (1) hour at the overtime rate for time~~
17 ~~spent on the end of phase report. (Eff. 7/17)~~

18 REFERENCE #53: Within the Washington State Parks and Liquor and
19 Cannabis Board, basic salary plus seven and one half percent (7.5%) for performing
20 duties as a Field Training Officer (FTO). Such duties will be assigned in writing
21 and as directed by management.

GROUP B

23 REFERENCE #3: For required SCUBA diving and/or serving as
24 Designated Person in Charge (DPIC). Basic salary range plus ten dollars
25 (\$10.00) per diving or DPIC hour to employees in any class. (Eff. 7/15; Rev.
26 7/17)

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

8 REFERENCE #26: Within the Department of Fish and Wildlife, basic
9 salary plus ten percent (10%) for employees with a Class A or Class B
10 Commercial Driver's License driving CDL performing the following
11 duties: driving fish-hauling trucks to transport fish or to deliver a CDL truck
12 for authorized maintenance, fish loading or unloading, pre and post trip
13 inspections, fuel stops. The advanced pay level shall be for a one (1) hour
14 minimum and thereafter on an hour-for-hour basis, rounded up to an hour.
15 (Eff. 1/91; Rev. 7/17)

16 REFERENCE #54: Within the Department of Fish and Wildlife, basic
17 salary plus ten percent (10%) for designated employees who are licensed
18 spray operators. The designated employees are responsible for actual
19 mixing, record keeping, and spraying of pesticide as documented by
20 completion and signature of a "Pesticide Application Record." They shall
21 be paid for actual hours of operation that continues for at least one (1) hour.
22 Mixing, record keeping, and application of pesticides that last for less than
23 one (1) hour shall not qualify employees for assignment pay. (Eff. 7/15;
24 Rev. 7/17)

Group C

25 REFERENCE #29: Upon review and approval from the OFM State Human
26 Resources, employees in any position located where the cost of living impacts the
27 agency's ability to recruit and/or retain employees, which would severely impair

1 the effective operation of the agency, will be compensated a percentage increase as
2 detailed within the Group C listing. (Eff. 5/01; Rev. 7/17)

3 Dated ~~September~~ __, 2021
4 10/01/2021

For the Employer

For the Union

_____/s/
Janetta (Jenny) Sheehan

_____/s/
Rhonda Fenrich

Senior Labor Negotiator

Coalition Negotiator

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Acknowledged by: _____

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Alan Harvey

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Fraternal Order of Police

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Negotiator

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ARTICLE 7
HOURS OF WORK

7.1 Definitions

- A. Full-time Employees
Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Part-time Employees
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- C. Workday
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- D. Work Schedules
The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws and Executive Order 14-02.
- 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.
 - 1. WSNA
Workweeks will normally consist of forty (40) hours in a seven (7) day workweek, which will normally consist of five (5) workdays followed by two (2) consecutive days off or eighty (80) hours in a fourteen (14) day work period.

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2. MM&P
Workweek will be defined as seven (7) consecutive days commencing on the employee's first day of work and concluding with either two (2) or three (3) consecutive days off, depending on the employee's shift.

The current schedule configurations will be deemed to conform to this Section.

3. IBEW/UA
 - a. The workweek shall normally consist of forty (40) hours scheduled between Monday and Friday. Employees shall normally work five (5) consecutive days followed by two (2) consecutive days off. Alternative schedules will be allowed at the Employer's discretion. Changes to current schedules will not be implemented without discussion with the union regarding the impact of that decision.

 - b. The ECORE and Compliance Team may be required to work a workweek and work schedule that does not begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday and which consists of five (5) consecutive workdays beginning on Monday followed by two (2) consecutive days off. However, members of the ECORE and Compliance Teams will have two (2) consecutive days off per week which will normally include one (1) weekend day. Alternative schedules will be allowed at the Employer's discretion and in accordance with [Subsection 7.3](#) B of this Article.

4. FOP
The workweek is defined as Monday 12:00 a.m. through Sunday 11:59 p.m..

1 **7.2 Determination**

2 A. The Employer will designate and comply with the Fair Labor Standards Act
3 regarding whether a position is overtime-eligible or overtime-exempt. In
4 addition, the Employer will determine if an overtime-eligible position is a
5 law-enforcement position, with or without an extended work period. The
6 employee and Union will be notified in writing if a change in overtime-
7 eligible status is made to a position.

8 B. MM&P
9 Except in emergency conditions, Management and the Union agree that no
10 employee covered by the United States Coast Guard regulations will work
11 more than twelve (12) hours in a consecutive twenty-four (24) hour period.

12 C. IAFF – Employees of the McNeil Island Fire Department

13 1. The regular work schedule for full-time overtime eligible
14 firefighters will be one hundred and ninety-two (192) hours in a
15 twenty-seven (27) day work period. The Employer may adjust the
16 work schedule with prior notice to the employees.

17 2. IAFF members who work twenty-four (24) hour shifts provide
18 essential fire, rescue and emergency medical services twenty-four
19 (24) hours a day, seven (7) days a week, three hundred sixty-five
20 (365) days a year. The Employer will make efforts to provide for
21 consistent coverage within available resources. Unless exigent
22 circumstances exist, only an IAFF member will be used to perform
23 IAFF specific duties and/or cover shift work.

24 3. Employees will normally be scheduled to work twenty-four (24)
25 consecutive hour shifts.

26 4. Employees working twenty-four (24) hour shifts will not work more
27 than forty-eight (48) consecutive hours if a total of eight (8) hours

1 sleep time has not been available during each twenty-four (24) hour
2 periods.

3 5. Employees will not work more than seventy-two (72) consecutive
4 hours.

5 6. Employees who are required to work in excess of forty-eight (48)
6 consecutive hours will not be required to return to work until they
7 have had at least twelve (12) hours off duty.

8 7. Employees may exchange full shifts for positions in which they are
9 qualified in accordance with the following:

10 a. Requests for shift exchanges will be submitted on
11 appropriate DSHS forms, seven (7) calendar days in advance
12 of the exchange, when practicable.

13 b. The requested shift exchange is voluntary, and is agreed to
14 in writing by both employees, and approved in writing by the
15 supervisor for exchange.

16 c. Requested shift exchanges will be considered on a case by
17 case basis.

18 d. Employees will not submit requests for shift exchanges
19 which would result in overtime.

20 8. The schedules of all employees who work twenty-four (24) hour
21 shifts, to include employees who routinely work irregular schedules,
22 shall be determined and posted in a location accessible to all staff a
23 minimum of four (4) months in advance at all times. All subsequent
24 updates, changes or adjustments to the original schedule shall be
25 updated and posted.

26 D. UPW

1 Physicians are expected to work as many hours as necessary to accomplish
2 their assignment or fulfill their core responsibilities. Full-time physicians
3 will typically work forty (40) hours a week on a schedule established in
4 collaboration with their supervisor. Flexibility of working hours may be
5 needed for responding to patient and hospital needs.

6 If a full-time physician is approved to perform an “extra duty assignment”,
7 the physician will receive additional pay at one and one-quarter (1 ¼) times
8 their regular rate of pay for working these “extra duty” hours, if the
9 assignment results in the physician working beyond their normally assigned
10 work hours. Physicians will not be compensated for “extra duty” that is not
11 worked.

12 “Extra Duty” is defined as hospital operational needs identified by the
13 employer that require a physician to work hours that are hours over and
14 above those necessary to accomplish the physician’s regular assignment and
15 fulfill their core responsibility. These “extra duty” hours typically include
16 covering hours/shifts not regularly assigned to any other physician, on-call
17 work, covering patient loads due to vacancies or working hours that are not
18 covered because of leave usage by the regularly assigned physician.

19 Physicians that are interested in performing “extra duty” assignments will
20 submit, in writing to the Chief Medical Officer their interest in performing
21 “extra duty” assignment(s).

22 New opportunities for the above identified “extra duty” assignments will be
23 offered first to physician volunteers who have submitted their written
24 interest, by seniority, as long as the physician has the skills and abilities to
25 perform the assignment.

26 When “extra duty” is available after volunteers have been selected, or when
27 “extra duty” requires specific knowledge or skills, the Employer retains the
28 right to assign any physician who has the appropriate skills and abilities

1 required for the “extra duty.” When a physician does not volunteer for
2 “extra duty” and is assigned an “extra duty” assignment, such assignment
3 shall be assigned by the Employer on a rotating basis in incerse seniority
4 order. The length of the involuntary extra duty assignment shall not be more
5 than sixty (60) continuous days in duration unless the physician working
6 the “extra duty” assignment agrees to extend the “extra duty” assignment
7 beyond the sixty (60) day duration. A rotating inverse seniority list will be
8 maintained so that no person will be required to work involuntary extra duty
9 until all eligible physicians have worked extra duty. A physician may be
10 excused from involuntary extra duty upon approval by the Chief Medical
11 Officer.

12 The employer also retains the right to restrict the number of “extra duty”
13 assignments that any one (1) physician works. The Employer may deny any
14 physician from performing “extra duty” if the physician has any
15 documented performance or attendance issues, which are impacting the
16 ability of the physician to perform their core duties.

17 If no physician is assigned to the “extra duty” assignment, then the
18 Employer shall be allowed to use Locum Tenens physician(s) to meet
19 operational needs. Emergency coverage will be arranged by the Chief
20 Medical Officer.

21 A state employed physician may bump a locum tenens physician with 30
22 calendar days’ notice of the desire to bump a locums or upon appointment
23 of a state employed physician to a vacancy. The state employed physician
24 will normally continue to cover the assignment for the duration of what
25 would have been the locums tenens physician assignment to ensure
26 operational efficiency and continuity of care.

27 E. AWP

28 Pharmacists are expected to work as many hours as necessary to accomplish
29 and fulfill clinical or core responsibilities. Pharmacists assigned to perform

1 work outside of their normal work hours or while in standby status in order
2 to accomplish their assignments and fulfill clinical responsibilities, will
3 receive additional straight time pay at their regular rate of pay for actual
4 work performed. The Employer will grant exchange time in lieu of straight
5 time pay, upon mutual agreement between the Employer and the employee.

6 Pharmacists performing on-call work such as responding to phone calls,
7 monitoring for new orders and awaiting physician responses shall be
8 compensated for the time spent completing these tasks. Time submitted and
9 approved will be paid on a straight time basis at the employee's regular rate
10 of pay for all AWP pharmacists: every call a pharmacist receives after
11 midnight until 6:00 a.m. the next day, the on-call pharmacist will receive
12 one hour of straight time in compensation for addressing the call, regardless
13 of the length of the call. The Employer will grant exchange time in lieu of
14 straight time, upon mutual agreement between the Employer and employee.

15 F. Washington State Patrol CVEO

16 The regular work day for CVEO4s shall consist of eight (8) or ten (10)
17 consecutive hours worked within a twenty-four (24) hour period.

18 **7.3 Overtime-Eligible Employees (excluding firefighters working 192 hours in a**
19 **27-day cycle)**

20 A. Regular Work Schedules

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

26 WSNA

27 Monthly work schedules will be posted one (1) month in advance. Changes
28 in regular monthly work schedules and days off will be posted one (1) week
29 in advance when possible.

1 In scheduling work assignments, and under normal facility operations,
2 employees will not be required to work more than sixteen (16) hours in a
3 twenty-four (24) hour period.

4 B. Alternate Work Schedules

5 1. Employees may request adjustments to their regular schedule and
6 supervisors will adjust work hours during a workday or workdays
7 during a workweek providing business and customer needs are met
8 and there are no documented performance or attendance concerns.

9 2. Workweeks and work shifts of different numbers of hours may be
10 established for overtime-eligible employees in order to meet
11 business and customer service needs, as long as the alternate work
12 schedules meet federal and state laws.

13 3. Previously approved alternate work schedules may be permanently
14 rescinded by the Employer if business and customer service needs
15 are no longer being met, or if performance or attendance concerns
16 occur. In such case, the Employer will provide notice to the
17 employee with written confirmation to follow.

18 C. Temporary Schedule Changes

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

27 D. Permanent Schedule Changes

1 Employees' workweeks and work schedules may be permanently changed
2 with prior notice from the Employer. Overtime-eligible employees will
3 receive seven (7) calendar days' written notice of a permanent schedule
4 change. The day notification is given is considered the first day of notice.
5 Adjustments in the hours of work of daily work shifts during a workweek
6 do not constitute a permanent schedule change. Changes in schedule subject
7 to [Article 3](#), Bid System, will be subject to the terms of that Article.

8 E. Emergency Schedule Changes

9 The Employer may adjust an overtime-eligible employee's workweek and
10 work schedule without prior notice in emergencies. The employee will be
11 paid callback pay in accordance with [Article 41](#), Compensation, and
12 overtime pay as applicable.

13 F. Employee-Requested Schedule Changes

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

16 **7.4 Overtime-Eligible Law Enforcement Work Schedules, LCB Lieutenants**
17 **Only**

18 A. Work Period

19 The work period is one hundred sixty (160) hours in a twenty-eight (28) day
20 period. Officers who work in excess of forty (40) hours in one (1) week
21 shall adjust their schedule in a future work week within the work block to
22 maintain an average of forty (40) hours per week.

23 **7.5 WAFHP**

24 A. Paging devices may be provided by the Employer for the purpose of
25 providing flexibility to employees required to perform standby assignments.
26 Any bargaining unit employee who uses a pager or other form of
27 communication device in order that they may return to work will receive
28 standby compensation as defined in [Article 41](#), Compensation, for the entire
29 time they are required to perform standby. Bargaining unit employees using

1 these communication devices are responsible for maintaining the level of
2 response time necessary to protect the resource entrusted to them.

3 B. On a holiday, no employee will be assigned to work or will be assigned
4 standby when there are no fish on station, unless an emergency situation
5 dictates otherwise.

6 C. An employee may volunteer to be assigned standby on a holiday. No
7 employee will be involuntarily assigned standby on his or her regular day(s)
8 off, holiday(s) (except those holidays the employee is assigned to work
9 eight (8) hours) or on days he or she is in leave status, unless an emergency
10 situation dictates otherwise. A requirement for an employee to return to
11 standby duty on a scheduled day off will require the employee to conduct a
12 facility inspection (check water flow alarms, secure building(s), etc.) and,
13 therefore, constitutes callback status.

14 D. Employees assigned to standby status may be relieved for any portion of the
15 assignment for which they are able to find a replacement. The employee
16 initiating the change in assignment will document the change in writing to
17 the appropriate supervisor. The person providing relief is responsible for
18 meeting all standby obligations.

19 E. All alarms other than that of the employee on standby duty will be turned
20 off unless the Specialist 4, with the appropriate complex manager's
21 approval, directs an employee to leave his or her electronic alarm on. The
22 requirement to turn on the electronic alarm device will constitute assigned
23 standby.

24 **7.6 Overtime-Eligible Unpaid Meal Periods**

25 The Employer and the Union agree to unpaid meal periods that vary from and
26 supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal
27 periods for employees working more than five (5) consecutive hours, if entitled,
28 will be a minimum of thirty (30) minutes and will be scheduled as close to the

1 middle of the work shift as possible. When an employee's unpaid meal period is
2 interrupted by work duties, the employee will be allowed to resume his/her unpaid
3 meal period following the interruption, if possible, to complete the unpaid meal
4 period. In the event an employee is unable to complete the unpaid meal period due
5 to operational necessity, the employee will be entitled to compensation, which will
6 be computed based on the actual number of minutes worked within the unpaid meal
7 period. Meal periods may not be used for late arrival or early departure from work
8 and meal and rest periods will not be combined.

9 Washington State Patrol Communication Managers (IBT 174)

10 The normal workday shall consist of an eight (8) hour period which includes a thirty
11 (30) minute paid lunch, as long as during the eight (8) hours employees remain at
12 the Communication Center or conduct agency business. However, if they leave the
13 Communication Center for lunch or if they are attending to any other Washington
14 State Patrol (WSP) business that involves a lunch hour, then they shall work a nine
15 (9) hour day with a one (1) hour unpaid lunch period.

16 **7.7 Overtime-Eligible Paid Meal Periods and Rest Periods for Straight Shift**
17 **Schedules**

18 The Employer and the Union agree to paid meal periods that vary from and
19 supersede the paid meal period requirements of [WAC 296-126-092](#). Employees
20 working straight shifts will be permitted to eat intermittently as time allows during
21 their shifts while remaining on duty. Paid meal periods and rest periods for
22 employees on straight shifts do not require relief from duty.

23 **7.8 Overtime-Eligible Rest Periods**

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

1 arrival or early departure from work and rest and meal periods will not be
2 combined.

3 **7.9 Time Reporting**

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

6 **7.10 Overtime-Exempt Employees**

7 The Employer's policy for all overtime-exempt employees is as follows:

8 A. The Employer determines the products, services, and standards, which must
9 be met by overtime-exempt employees.

10 B. Overtime-exempt employees are expected to work as many hours as
11 necessary to accomplish their assignments or fulfill their responsibilities.
12 Full-time overtime-exempt employees are expected to work a minimum of
13 forty (40) hours in a workweek and part-time overtime-exempt employees
14 are expected to work proportionate hours. Overtime-exempt employees
15 may be required to work specific hours to provide services, when deemed
16 necessary by the Employer. The Employer may allow overtime exempt
17 employees to work flexible hours, or modified shifts so long as agency
18 business needs are met with the schedule.

19 C. The salary paid to overtime-exempt employees is full compensation for all
20 hours worked, except:

21 1. All overtime-exempt employees will receive pay when required by
22 the employer to work on a holiday, as identified in [Article 11](#),
23 Holidays, at an additional rate of one and one-half (1-1/2) times the
24 employee's salary for the time worked.

25 2. UPW
26 Compensation for physicians working "Extra Duty" as defined in
27 [Section 7.2 D](#) will be given on an hour for hour basis at one and one-

1 quarter (1 ¼) times their regular rate of pay for the time they are
2 assigned to the extra duty. The physician may request exchange time
3 in lieu of payment as compensation for the extra duty hours worked.

4 3. AWP
5 Work performed in accordance with Section 7.2 E will be
6 compensated on an hour for hour straight time basis. The Employer
7 will grant exchange time in lieu of straight time, upon mutual
8 agreement between the Employer and the employee.

9 D. With approval of the Appointing Authority, overtime-exempt employees
10 will accrue exchange time for hours worked in excess of the normal forty
11 (40) hour workweek. Exchange time may be accrued at straight time to a
12 maximum of eighty (80) hours. Exchange time has no cash value and cannot
13 be transferred between agencies.

14 E. Exchange time will be used and scheduled in the same manner as vacation
15 leave, as in Article 12, Vacation Leave. The Employer may schedule an
16 employee to use his/her exchange time with seven (7) calendar days notice.

17 F. If they give notification and receive prior approval from the Employer,
18 overtime-exempt employees may adjust their work hours. Employees are
19 responsible for keeping management apprised of their schedules and their
20 whereabouts.

21 G. Prior approval from the Employer for the use of paid or unpaid leave for
22 absences of two (2) or more hours is required, except for unanticipated sick
23 leave.

24 Dated ~~September~~ __, 2021

25

For the Employer

For the Union

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2022-2023 budget.

/s/
Janetta (Jenny) Sheehan 10/01/2021

Senior Labor Negotiator

/s/
Rhonda Fenrich

Coalition Negotiator

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Acknowledged by: _____

Alan Harvey

Fraternal Order of Police

Negotiator

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ARTICLE 20

2

UNIFORMS, TOOLS AND EQUIPMENT

3 **20.1 Uniforms**

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

8 **20.2 Tools and Equipment**

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

17 **20.3 International Organization of Masters, Mates and Pilots (MM&P)**

18 Management and the Union agree that a professional image is important. All staff
19 are expected to maintain personal appearance consistent with each employee's job
20 duties.

21 All marine personnel shall be required to wear a standard uniform at all times while
22 on duty consisting of:

23 A. Black trousers (no jeans);

24 B. White polyester/cotton blend shirt for passenger/tug boat operators;

25 C. Black dress shoes or boots with dark hosiery;

- 1 D. Black belt or black suspenders;
- 2 E. Black baseball cap with insignia as designated by Management. Insignia
- 3 designed by Management for Captains shall be different than other marine
- 4 personnel. Captains may wear as optional dress, a formal hard billed
- 5 “Captain’s” hat with black cover and insignia.
- 6 F. Passenger/tug boat operators will be required to wear epaulettes of rank on
- 7 their shirt and coat.

8 In view of Management requiring the above uniform to be worn at all times

9 while on duty, each permanent passenger/tug boat operator shall be

10 provided the sum of six hundred dollars (\$600.00). Upon request by

11 employee, Management will provide foul weather gear.

12 Such sums shall be divided into two (2) equal semiannual payments to be

13 made during the months of April and October of each year. Employees must

14 perform the duties of their position for four (4) out of the previous six (6)

15 months to be eligible for the uniform allowance.

16 This money shall be utilized for the purchase, cleaning and maintenance of

17 the required uniform. Management will provide non-permanent, on-call and

18 probationary employees with a uniform until such time he/she obtains

19 permanent status.

20 When needed for additional warmth, a black sweater, black sweatshirt, or

21 black thermal-type shirt may be worn under the uniform shirt or jacket, or

22 a heavy-duty overcoat of the same color may be worn over it. During

23 inclement weather, black or blue rain gear or a black heavy-duty overcoat

24 may be worn over the standard uniform.

1 **20.4 International Association of Fire Fighters (IAFF)**

2 Management and the Union agree that a professional image is important. While on
3 duty, members shall display a professional appearance consistent with their job
4 duties or activities. Members shall wear a standard uniform, although exceptions to
5 the uniform requirement shall be permitted during unique circumstances such as
6 rest periods or during physical training, or when approved by the Fire Chief.
7 Uniform items, safety equipment, and personal protective equipment (PPE)
8 provided by Management shall meet any and all applicable WACs and NFPA
9 standards. Management will provide the following uniform items:

- 10 A. Three (3) Black or Navy Blue trousers;
- 11 B. Three (3) White or Navy Blue duty shirt with Fire Department insignia
12 designated by Management;
- 13 C. One (1) pair of coveralls (PPE);
- 14 D. One (1) Baseball cap with Fire Department insignia designated by
15 Management;
- 16 E. One (1) Duty belt;
- 17 F. One (1) Duty Coat with Fire Department insignia designated by
18 Management;
- 19 G. One (1) personal floatation device when working on or around water;
- 20 H. One (1) pair of Wildland fire rated duty boots;
- 21 I. One (1) quarter zip sweatshirt with appropriate insignia;
- 22 J. Four (4) t-shirts with appropriate insignia.
- 23 K. One (1) agency designated badge, and

1 L. One (1) navy blue or black beanie style cold weather cap with insignia
2 designated by management.

3 State issued items may be exchanged on a one (1) for one (1) basis as needed due
4 to damage or normal wear and tear at Management’s discretion.

5 One time per year, management and the union will meet to discuss the
6 appropriateness of the items issued above.

7 **20.5 Washington State Nurses Association (WSNA)**

8 The Employer shall reimburse nurses for clothes irreparably damaged or torn by
9 patients. Such reimbursement will be based on the estimated value of the clothing
10 damaged.

11 **20.6 International Brotherhood of Electrical Workers/United Association of
12 Plumbers and Pipefitters Local 32 (IBEW/UA)**

13 The Department of Labor and Industries will provide inspectors with the following
14 clothing with L&I Logo as needed;

- 15 A. Identifiable vest; and
- 16 B. A hard hat and liner.

17 The Department of Labor and Industries will provide inspectors with the following
18 clothing as needed;

- 19 A. Coveralls and/or logging pants;
- 20 B. Shop coat;
- 21 C. Foul weather jacket and pants;
- 22 D. Cold weather jacket; and
- 23 E. Safety gloves.

24 The Department of Labor and Industries will provide inspectors with the following:

- 1 A. One (1) pair of work boots per year;
- 2 B. Footwear appropriate for the hazard;
- 3 C. Safety glasses/eye protection (prescription only to include frames and
4 lenses every two (2) years, where required); transition lenses if requested;
5 and
- 6 D. Hearing protection.

7 The department will pay for laundering and maintaining agency purchased
8 coveralls, logging pants and shop coats as needed. The Employer will assign
9 vehicles to field employees in accordance with State, agency policies and
10 procedures for work related travel exclusively. Employer assigned vehicles will be
11 suitably equipped for the expected duties as determined by the Employer. Usage of
12 assigned vehicles that is inconsistent with OFM regulations, agency policies or
13 procedures is subject to disciplinary action and loss of assigned vehicle.

14 Field employees with permanently assigned vehicles will be permitted to park the
15 vehicle at their home provided the necessary documentation has been reviewed and
16 approved by the Employer and in accordance with OFM regulations. The Employer
17 will discuss with the Union prior to any changes to previously justified vehicles.
18 The Union may request to bargain the impacts of such changes.

19 **20.7 Washington State Patrol Communication Managers (IBT 174)**

- 20 A. The Employer will provide each manager's office with the necessary
21 equipment, tools and devices that will allow the manager to carry out his/her
22 daily responsibilities in a productive and business-like manner.
- 23 B. The State Patrol will issue each manager a cardigan or pullover-style
24 Communications sweater to be worn with the issued uniform. The sweater
25 may be worn in the Communications Center or in lieu of the issued jacket

1 when outside the Communications Center. The option to wear professional
2 civilian attire shall be retained.

3 C. Replacement of Employee-Owned Equipment

4 1. The Employer agrees to process an employee's claim to repair or
5 replace employee-owned equipment damaged or destroyed beyond
6 normal wear while on duty, unless gross negligence can be shown
7 on the part of the employee.

8 2. The Employer is only obligated to reimburse the employee for
9 personal property when the employee has received prior written
10 approval to use the personal property while on duty.

11 3. Repair or replacement of watches will be for actual cost not to
12 exceed thirty dollars (\$30.00). Other items will be at fair market
13 value.

14 4. Claims for damaged eyeglasses or contacts shall be processed
15 through the Department of Labor and Industries.

16 5. The employee may submit a sundry claim for repair or replacement
17 of employee-owned equipment damaged or destroyed while on duty
18 with the Washington State Patrol.

19 **20.8 Washington State Patrol Supervisors Trades Association (WSPSTA) and**
20 **Washington State Patrol Trades Association (WSPTA)**

21 A. Safety Footwear and Prescription Safety Glasses

22 Management agrees to reimburse employees up to two hundred and twenty-
23 five dollars (\$225.00) per year, or up to four hundred and fifty dollars
24 (\$450.00) for a two (2) year period for the purchase of safety footwear,
25 orthotics and/or prescription safety glasses. The employee will purchase
26 footwear meeting OSHA and/or WISHA standards for the employee's

1 position. Upon request, and at management discretion, additional
2 reimbursement may be authorized on a case-by-case basis.

3 B. Special Equipment

4 The Employer agrees to provide specialty tools, emergency
5 supplies/equipment, testing equipment and safety equipment as needed to
6 perform required duties as determined and authorized by the Chief or
7 designee. The emergency supplies/equipment will include appropriate
8 survival provisions and equipment for each permanent Maintenance
9 Mechanic 4 and the Law Enforcement Communications Systems
10 Supervisor when they are performing duties that would require such
11 provisions and equipment. When necessary, the employer will replenish
12 used or expired survival provisions and damaged and unusable equipment.
13 All supplies and equipment will be returned to the employer when the
14 employee is no longer performing the duties that would require the survival
15 provisions and/or equipment.

16 C. Vehicles

17 Department vehicles shall be used for official business and in a manner
18 consistent with applicable state travel regulations. Use of state owned or
19 operated vehicles shall be authorized by the Chief or designee. The Chief
20 or designee may assign Facility Management vehicles to WSP facilities to
21 expedite responses as necessary. With prior approval of the Chief or
22 designee, WSPSTA employees may drive state vehicles to and from their
23 residence so long as that use is consistent with OFM regulations.

24 D. Tool Replacement

25 Personal tools worn out and/or broken on the job will be replaced on a like-
26 for-like basis by the Employer, provided the tool is turned in to the
27 Employer and the Employer had knowledge the tool was being used on the
28 job. If an employee has his/her tools stolen from a state vehicle, the

1 Employer will replace those tools, as long as no employee negligence has
2 occurred.

3 E. Uniforms

4 The Employer will continue to provide coveralls and adequate inclement
5 weather gear and safety clothing.

6

7 **20.9 Affiliated Washington Pharmacists (AWP)**

8 The Employer will provide a remote work station kit that includes the equipment
9 and references necessary to work at a remote location, as determined by
10 management after input from the local union management communication meeting.

11 The Employer will work with local Information Technology (IT) Department to
12 increase the number of computers or other electronic devices for pharmacists to use
13 on wards, meeting spaces, conference rooms and treatment areas.

14

15 **20.10** The Liquor and Cannabis Board will provide all Lieutenants the equipment and
16 tools necessary to conduct agency business. At a minimum, LCB Lieutenants will
17 be issued the following:

- 18 A. Handgun;
- 19 B. Ballistic Vest;
- 20 C. Service Ammunition; and
- 21 D. Handcuffs.

22 Additional items will be provided based upon individual assignment and
23 determined by the Employer in accordance with agency policy. Division
24 management and FOP Lieutenants will have at least two (2) Uniform/Equipment

1 meetings per calendar year. Any material modifications to the uniform and/or
2 equipment will be introduced at the Uniform/Equipment meeting.

3 Lieutenants will participate in training and demonstrate proficiency with issued
4 firearms and defensive tactics in accordance with agency policy.

5 **20.11 Washington State Patrol CVEO4 – Assigned Vehicles**

6 The Employer agrees to bargain over changes to assigned take home vehicles that
7 are mandatory subjects of bargaining.

8 **20.12 Taxability**

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

11 **20.13 Personal Property Reimbursement**

12 Employees have the right to seek reimbursement for personal property items
13 damaged in the proper performance of their duties, and the Employer will process
14 the requests in accordance with [RCW 4.92.100](#) and applicable agency policies.
15 Employees have the responsibility for taking precautions to protect both personal
16 and state property/equipment.

17 **20.14 Washington Association of Fish Hatchery Professionals**

18 The Employer will allow employees to purchase uniform items through the agency
19 policy or state contract with approval of the employee’s supervisor. If the
20 supervisor denies the request, the employee may take the request to the hatchery
21 division manager for consideration.

22

23 **20.15 For LCB Sergeants, Officers, and Compliance Consultants Only**

24 For the 2021-2023 biennium only, employees that are required to wear safety
25 footwear as essential Personal Protective Equipment (PPE), as determined by LCB,
26 will receive a biennial allowance of \$225.00 per pair.

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3 Dated ~~September~~ __, 2020

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For the Employer

For the Union

/s/

Janetta (Jenny) Sheehan 10/01/2021

/s/

Rhonda Fenrich

Senior Labor Negotiator

Coalition Negotiator

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Acknowledged by: _____

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Alan Harvey

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Fraternal Order of Police

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Negotiator

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ARTICLE 37

LABOR MANAGEMENT COMMUNICATION COMMITTEE

37.1 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.

37.2 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. In addition to an agency statewide committee, in the Department of Veteran’s Affairs, each Institution will form a Labor Management Communication Committee which will meet no more than four (4) times per year unless agreed otherwise.

A. Composition

- Labor Management Communication Committees will consist of:
1. For Department of Social Health Services/MM&P – up to two (2) employee representatives and up to two (2) employer representatives;
 2. For Department of Social and Health Services/IAFF – up to two (2) employee representatives and up to two (2) employer representatives;
 3. For the Department of Fish and Wildlife/WAFHP – up to three (3) employee representatives and up to three (3) employer representatives;
 4. For Labor and Industries/IBEW – up to seven (7) employee representatives and up to seven (7) employer representatives;

- 1 5. For Labor and Industries/UA – up to seven (7) employee
2 representatives and up to seven (7) employer representatives;
- 3 6. For Veterans Affairs/WSNA – up to three (3) employee
4 representatives and up to three (3) employer representatives;
- 5 7. For Washington State Patrol Communication Managers/IBT 174 –
6 up to two (2) employee representatives and up to two (2) employer
7 representatives;
- 8 8. For Washington State Patrol/WSPTA – up to two (2) employee
9 representatives and up to two (2) employer representatives;
- 10 9. For Washington State Patrol/WSPSTA – up to two (2) employee
11 representatives and up to two (2) employer representatives;
- 12 10. For Department of Social and Health Services/UPW – up to three
13 (3) employee representatives and up to three (3) employer
14 representatives;
- 15 11. For Department of Social and Health Services/AWP – up to two (2)
16 employee representatives and up to two (2) employer
17 representatives;
- 18 12. For the Department of Enterprise Services/CWA – up to two (2)
19 employee representatives and up to two (2) employer
20 representatives;
- 21 13. For the Board of Industrial Insurance Appeals/AIAJ – up to three
22 (3) employee representatives and up to three (3) employer
23 representatives;
- 24 14. For the Liquor and Cannabis Board/FOP up to two (2) employee
25 representatives and up to two (2) employer representatives; ~~and~~

1 15. For the Liquor and Cannabis Board/FOP (employees below the
2 rank/position of Lieutenant) up to three (3) employee
3 representatives and up to three (3) employer representatives; and

4 16. For the Washington State Patrol, Commercial Vehicle Enforcement
5 Officer 4 – one (1) employee representative, one (1) union
6 representative and up to two (2) Agency representatives.

7 The Employer and Union will be responsible for the selection of
8 their own representatives. Additional paid staff of the Union and the
9 Employer may also attend. If agreed to by both parties, additional
10 representatives may be added.

11 B. Participation

12 1. The Union will provide the Employer with the names of their
13 committee members at least ten (10) calendar days in advance of the
14 date of the meeting in order to facilitate the release of employees.
15 The Employer will release employee representatives to attend
16 committee meetings if their absences do not cause a disruption of
17 work. Employees will be granted reasonable time during their
18 normal working hours, as determined by the Employer, to prepare
19 for Labor Management Communication Committee meetings.

20 2. On the day of the Labor Management Communication Committee
21 Meeting, employees traveling to and from and attending committee
22 meetings during their regularly scheduled work time will have no
23 loss in pay. Travel to and from, and attendance at meetings during
24 employees' non-work time will not be compensated for or
25 considered as time worked. The Union is responsible for paying any
26 mileage, lodging and/or per diem expenses of employee
27 representatives, unless a state vehicle is available and authorized for
28 employee's use to conduct official state business.

- 1 C. Meetings
2 Committee meetings will be conducted up to four (4) times per year, unless
3 agreed otherwise. All committee meetings will be scheduled on mutually
4 acceptable dates and times.
- 5 D. Each party will provide the other with any topics for discussion ten (10)
6 calendar days prior to a scheduled meeting. During the meeting, notes may
7 be taken by either party.
- 8 E. WSNA – Staffing will be discussed at each regularly scheduled Labor
9 Management Communication Committee meeting.
- 10 F. Scope of Authority
11 Committee meetings will be used for discussions and issue resolution only,
12 and the committee will have no authority to conduct any negotiations,
13 bargain collectively or modify any provision of this Agreement. The
14 Employer will inform the Union of changes in policies that affect mandatory
15 subjects and the Union may request bargaining on mandatory topics.
16 Nothing in this Article or any committee’s activities will be subject to the
17 grievance procedure in [Article 31](#).
- 18 Nothing in this Article will restrict or inhibit the Union’s right to demand to
19 bargain on changes to mandatory subjects of bargaining not covered by this
20 Agreement.

21 Dated September __, 2021
22 10/01/2021

For the Employer

For the Union

/s/

Janetta (Jenny) Sheehan

/s/

Rhonda Fenrich

Senior Labor Negotiator

Coalition Negotiator

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Acknowledged by: _____

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Alan Harvey

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Fraternal Order of Police

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