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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**THE ASSOCIATION OF WASHINGTON  
ASSISTANT ATTORNEYS GENERAL,  
WASHINGTON FEDERATION OF STATE  
EMPLOYEES, AFSCME COUNCIL 28**

**EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023**

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**2021-2023**

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**THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL  
WASHINGTON FEDERATION OF STATE EMPLOYEES,  
AFSCME COUNCIL 28  
2021-2023**

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**SIGNATURE PAGE**

## **PREAMBLE**

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Association of Washington Assistant Attorneys General/Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the “Union.” It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences.

The legislature and the Governor recognize the unique role that Assistant Attorneys General play in the function of state government. Therefore, even though AAGs are exempt from [RCW 41.06](#) (State Civil Service), they have been granted collective bargaining rights under [RCW 41.80](#).

The Preamble is not subject to the grievance procedure in [Article 4](#), Grievance Procedure.

## **ARTICLE 1**

### **UNION RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all assistant attorneys general working for the Office of the Attorney General, excluding division chiefs, deputy attorneys general, the solicitor general, assistant attorneys general working in the labor and personnel division, special assistant attorneys general, assistant attorneys general who report directly to the attorney general, and assistant attorneys general deemed confidential as defined by [RCW 41.80.005](#).

## **ARTICLE 2**

### **VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION**

- 2.1** The Employer will provide to eligible employees covered by this Agreement a medical expense plan as authorized by [RCW 41.04.340](#). The medical expense plan must meet the requirements of the Internal Revenue Code.
- 2.2** As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions:
- A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:
    - 1. The employee not paying income taxes due on the equivalent funds placed into the plan; or
    - 2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.
  - B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

## **ARTICLE 3**

### **DISCIPLINE**

- 3.1 Disciplinary Action and Written Reprimands**
- The Employer will not discipline any permanent employee without just cause. The principles of progressive discipline shall be used, except when the Attorney General or designee determines that the nature of the problem requires an immediate suspension or termination. The following actions will be considered discipline for the purposes of this Article: reduction in pay, suspension without pay, demotion, or termination. Discipline must be provided to the employee in writing.

### **3.2 Union Representation**

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes may result in disciplinary action. The employee will have the opportunity to consult with a Union representative before the interview, but such consultation shall not cause an undue delay.

### **3.3 Pre-disciplinary Notice and Meeting**

Except when the nature of the problem requires immediate termination, the Employer shall provide the employee with a written pre-disciplinary notice and an opportunity to be heard. The employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice. Such notice shall include the allegations, the facts upon which the contemplated discipline is based, the level of disciplinary action being considered, and the date and time set for a meeting where the employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Attorney General or designee. The employee shall also have the right to union representation at this meeting. The employee may choose to respond in writing.

### **3.4 Final Disposition**

Any required reporting of disciplinary matters to the Washington State Bar Association shall be limited to final disposition only unless otherwise required by law or the Rules of Professional Conduct.

### **3.5 Disciplinary Grievances**

Grievances related to written reprimands and disciplinary actions other than termination are limited to Steps 1 and 2 of the grievance procedure outlined in [Article 4](#), and mediation may be attempted upon mutual consent of the parties. Verbal warnings, work plans, coaching, counseling, evaluations, and other non-disciplinary communications between the Employer and the employee are not subject to the grievance procedure. Grievances relating to termination without just cause are subject to the grievance procedure set forth in [Article 4](#), Grievance Procedure.

## **ARTICLE 4 GRIEVANCE PROCEDURE**

- 4.1** The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

## 4.2 Terms and Requirements

### A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of 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. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 2 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 2 meeting, the meeting will be postponed.

### C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.

### D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

### E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;

6. The name of the grievant; and
7. The name of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

No newly alleged violations and/or remedies 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

Grievant(s) and designated Union Representatives will be allowed reasonable release time to attend grievance meetings.

K. Group Grievances

No more than five (5) grievants and two (2) Union Representatives, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

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

M. Bypass

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

N. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees. Should the Employer determine that the separately maintained grievance file is responsive to a request pursuant to [RCW 42.56](#), it will provide a minimum of ten (10) days' notice to the Union and the grievant prior to release.



O. Mentoring

With the agreement of the Employer, Union Representatives will be allowed to observe a Management-scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve exchange time, vacation leave or leave without pay for the Union Representatives to attend the meeting. Union-approved observers for mentoring and training purposes may be present with consent of the employee who is the subject of a disciplinary grievance.

**4.3 Filing and Processing**

A. Filing and Informal Resolution Period

A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.

B. Processing

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

If the issue is not resolved informally, the Union may present a written grievance to the Labor Relations Manager at [atglabor@atg.wa.gov](mailto:atglabor@atg.wa.gov) within the twenty-eight (28) day period described above. The Appointing Authority or designee will meet or confer by telephone with a Union 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.

**Step 2 – Chief Deputy or Designee:**

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the Labor Relations Manager at [atglabor@atg.wa.gov](mailto:atglabor@atg.wa.gov) within fifteen (15) days of the Union's receipt of the Step 1 decision. The Chief Deputy or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

**Step 3 – Pre-Arbitration Review Meetings:**

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting (PARM) by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) with a copy to the AGO's Human Resource Office within thirty (30) days of the Union's receipt of the Step 2 decision.

Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union whether a PARM will be scheduled with the LRS, an AGO representative, and the Union's staff representative to review and attempt to settle the dispute. If the parties are unable to reach

agreement to conduct a meeting, the LRS will notify the Union in writing that no PARM will be scheduled. If the parties agree to conduct a meeting, within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of the PARM will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

**Step 4 – Arbitration:**

If the grievance is not resolved at Step 3, or the LRS notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the PARM or receipt of the notice that no PARM will be scheduled.

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Have no authority to reinstate an employee who has been terminated;
- d. Not make any back wages award that provides an employee with compensation for any period beyond the date of the arbitration decision; and
- e. Not have the authority to order the Employer to modify their staffing levels.

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, through written briefs, 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 borne by the non-prevailing party. In any decision where relief is only granted in part, the expenses and fees of the arbitrator will be shared equally by the parties.
2. If the arbitration hearing is postponed or cancelled 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 half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy. Should the Employer determine that the record of the arbitration is responsive to a request pursuant to [RCW 42.56](#), it will provide a minimum of ten (10) days' notice to the Union and the grievant prior to release.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union Representative.
5. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

**4.4 Vesting Clause**

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the office's workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;
- 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 or reassign work to be performed;
- M. Determine training needs, mandatory training requirements, methods of training and employees to be trained;
- N. Discipline employees;
- O. Determine the use of contract attorneys and Special Assistant Attorneys General, and direct the terms of their engagement and termination of contracts in a manner that supplements but does not supplant bargaining unit positions;

- P. Appoint, pursuant to [RCW 43.10.060](#), necessary assistants who shall have the power to perform any act that the Attorney General is authorized by law to perform. The process for disciplinary actions or terminations of employment of employees covered by this Agreement will be that assistants shall hold office at the Attorney General's pleasure, unless a different process is negotiated.

## **ARTICLE 6**

### **UNION MANAGEMENT COMMUNICATION COMMITTEES**

- 6.1** The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.
- 6.2** A statewide union-management communication committee will be established within sixty days (60) days of executing this Agreement. The statewide committee will be composed of up to eight (8) representatives selected by the Union and up to eight (8) Employer representatives. Committee meetings will be conducted at least quarterly, unless agreed otherwise.
- 6.3** The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for, travel to, and attend union management communication committee meetings.
- 6.4** Union-designated employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated or considered as time worked. The Union is responsible for paying any travel or per diem expenses of Union-designated employee representatives. Union-designated employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the AGO for business reasons.
- 6.5** All committee meetings will be scheduled on mutually acceptable dates and times.

## **ARTICLE 7**

### **MAINTENANCE OF TERMS AND MANDATORY SUBJECTS**

- 7.1** This Agreement supersedes specific provisions of AGO policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this Agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining.

- 7.2 During the negotiations of the Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

## **ARTICLE 8**

### **UNION ACTIVITIES**

#### **8.1 Union Representatives**

A. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office. The Union will maintain the list.
2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
4. Union Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Union Representative expects the activity to take. Time spent preparing for, traveling to and from, and attending meetings during the Union Representative's non-work hours will not be considered as time worked. Union Representatives will record time spent on union activities in accordance with AGO policy and practice, using the AGO Timekeeping system. Timekeeping codes to facilitate these records will be provided by the AGO. If the amount of time a Union Representative spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.
5. Union Representatives may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the AGO.

B. Access

1. Union Representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
2. The representatives will notify AGO Human Resources prior to their arrival and will not interrupt the normal operations of the AGO.
3. Union Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods and rest periods and before and after their normal work hours.

**8.2 Use of State Facilities, Resources and Equipment**

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone, or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from AGO business.

C. Electronic Communications

The Union and employees covered by this Agreement will not use state-owned or operated electronic communications to communicate with one another for Union or non-work purposes, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union Representatives may use 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 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 Representatives 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. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

### **8.3 Information Requests**

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such and will be sent to the AGO Human Resources Office with a copy to the OFM LRS at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov).
- B. The Employer will acknowledge receipt of the information request and will provide the Union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

### **8.4 AGO Policies**

The Employer will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

### **8.5 Distribution of Material**

An employee will have access to their work site for the purpose of distributing information to other bargaining unit employees provided:

- A. The employee is off-duty;
- B. The distribution does not disrupt the Employer's operation; and
- C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands,



lunchrooms, break rooms and/or other areas mutually agreed upon will be used.

- D. The employee must notify the Employer in advance of their intent to distribute information.
- E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

#### **8.6 Access To New Employee Orientation**

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. Union meetings with new employees will include only the new bargaining unit employees and Union Representatives unless mutually agreed otherwise. The Union Representative will also remain in paid status when the orientation is done in a group setting. A Representative providing Union orientation in individual meetings will be in non-work status. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

### **ARTICLE 9**

#### **UNION DUES DEDUCTIONS AND STATUS REPORTS**

##### **9.1 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

##### **9.2 Union Deduction**

- A. Within thirty (30) calendar days from when the Union provides written notice of an employee's authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources,

Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

### **9.3 Voluntary Deductions**

#### **A. PEOPLE**

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:
  - a. Employee name;
  - b. Personnel number;
  - c. Amount deducted; and
  - d. Deduction code.
2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under [RCW 41.04.230](#).

#### **B. Trustmark Universal Life Insurance with Long Term Care**

The Employer agrees to deduct from the wages of an employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

1. Employee name;
2. Personnel number;
3. Amount deducted; and
4. Deduction code.

### **9.4 Status Reports**

- #### **A.**
- No later than the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number;
2. Employee name;
3. Mailing address;
4. Personnel area code and title;

5. Organization unit code, abbreviation and title;
6. Work county code and title;
7. Work location street (if available);
8. Work location city (if available);
9. Work phone number;
10. Work e-mail address (if available);
11. Employee group;
12. Job class code and title;
13. Appointment date;
14. Bargaining unit code and title;
15. Position number;
16. Pay scale group;
17. Pay scale level;
18. Employment percent;
19. Seniority date;
20. Separation date;
21. Special pay code;
22. Total salary from which union dues is calculated;
23. Deduction wage type;
24. Deduction amount;
25. Overtime eligibility designation;
26. Retirement benefit plan; and
27. Action reason, title, and effective date (including entering or leaving the bargaining unit and starting or stopping dues).

- B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

- C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

#### **9.5 Revocation**

An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the Employer of confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

#### **9.6 Indemnification**

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or because of compliance with this Article and any and all issues related to the deduction of dues or fees.

### **ARTICLE 10 COMPENSATION**

#### **10.1 Assistant Attorney General Salary Range Assignments**

Each position represented by the Union will be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG, or Deputy Solicitor General) that corresponds with their appointment.

#### **10.2 Annual Increases**

- A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. The employee's annual increase date will be the initial hire date into an AAG position, referred to in the payroll system as the AAG Hire Date.
- B. Employees placed at the step that corresponds to their law school graduation year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range.
- C. Employees placed at a step in their salary range lower than the step that corresponds to their law school graduation year will receive a two (2) step increase on their annual increase date until they reach the step that corresponds to their law school graduation year cohort. Thereafter, they will receive a one (1) step increase as in Subsection 10.2 B.
- D. Employees will not receive a step increase on their annual increase date if their placement step exceeds the step that corresponds to years since law school graduation.
- E. Employees will not receive a step increase on their annual increase date if their base salary exceeds the top step of the salary range.

### **10.3 Salary Placement/Adjustments**

- A. New hires will be placed on the salary schedule according to their law school graduation year. The Employer may increase placement for recruitment reasons. The Employer will inform the Union in writing when such recruitment and/or retention increases are granted.
- B. The Employer may increase an employee's step within the salary range to address issues related to recruitment or retention. The Employer will inform the Union in writing when such recruitment and/or retention increases are granted. Such an increase may not result in a salary greater than the maximum step of the salary range.

### **10.4 Adjustment for Change in Assignment**

- A. Employees appointed to a higher salary range:  
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeds the new range, the employee will retain their salary upon appointment to the new position.
- B. Employees appointed to a lower salary range:  
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeded the previous range and the employee has no assigned step, the employee's new salary will be reduced by the appropriate range differential between their old salary range and new salary range. The range differential between the AAG Range and the Managing AAG Range is five percent (5%). The range differential between the AAG Range and the Deputy Solicitor General Range is ten percent (10%). The range differential between the Managing AAG Range and the Deputy Solicitor General Range is five percent (5%).

### **10.5 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.

### **10.6 King County Premium Pay**

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

### **10.7 Acting Pay for Performing the Duties of a Division Chief**

Employees who are temporarily assigned the full scope of duties and responsibilities of a Division Chief for more than thirty (30) calendar days will be notified in writing and will be paid an additional seven hundred and fifty dollars

(\$750.00) per month. The increase will become effective on the first day the employee was performing the higher-level duties.

#### **10.8 Bar Association Dues**

The AGO agrees to pay the annual state bar license dues to the Washington State Bar Association (WSBA) for each eligible AAG covered by this Agreement, except for the Client Protection Fund fee and the WSBA lobbying expenditures. Employees have been and will continue to be responsible for these fees. Employees are eligible if they are employed with the AGO on or before January 31 each year, except for employees who terminate their service in the month of January.

Employees who begin their employment with the AGO between January 1 and January 31 are eligible for a reimbursement from the AGO for their annual bar dues, but must pay their dues directly to the WSBA.

The AGO agrees to pay the annual state bar dues to the Washington State Bar Association for employees hired through the Honor Program in the year they pass.

#### **10.9 Salary Overpayment Recovery**

A. When the AGO has determined that an employee has been overpaid wages, the AGO 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

1. The employee must choose one (1) of the following options for paying back the overpayment:
  - a. Voluntary wage deduction;
  - b. Cash; or
  - c. Check.
2. The employee will 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 AGO. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the AGO and employee can agree to an amount that is more than the five percent (5%).
3. If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the AGO's written notice of overpayment, the AGO 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.

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 4](#), Grievance Procedure, of this Agreement.

## **ARTICLE 11 LAYOFF AND RECALL**

### **11.1 Definition**

Layoff is an Employer-initiated action, taken in accordance with [Section 11.3](#) below, that results in:

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

### **11.2** The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

### **11.3 Basis for Layoff**

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization; or
- E. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

### **11.4 Voluntary Layoff, Leave without Pay or Reduction in Hours**

- A. The Employer may allow an employee to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Employer will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs.

- B. The Employer will allow an employee in the same job and location where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills or abilities, as defined in [Section 11.8](#), as a position subject to layoff. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.
- C. If the Employer accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service.

#### **11.5 Temporary Reduction of Work Hours or Layoff – Employer Option**

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.
- B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the 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 if the layoff was due to the lack of funds;  
or
  - 2. Bump to any other position.
- D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in Article 13, Seniority, among the group of employees with the required skills or abilities as defined in [Section 11.8](#), in the job classification at the location where the temporary reduction in hours or layoff will occur.
- E. A temporary reduction of work hours or layoff will not affect an employee's holiday compensation, annual increases or length of review period, and the employee will continue to accrue vacation and sick leave credit at their normal rate.



### **11.6 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) covered by this Agreement are:
  - 1. Primary layoff unit: all office locations within the same county as the work station of the employee being laid off;
  - 2. Secondary layoff unit: all office locations within seventy-five (75) miles of the work station of the employee being laid off; except that:
    - a. Offices located in Wenatchee and Yakima shall be considered to be in the same secondary layoff unit;
    - b. Offices located in Yakima and Kennewick shall be considered to be in the same secondary layoff unit;
    - c. Offices located in Spokane and Pullman shall be considered to be in the same secondary layoff unit; and
  - 3. Tertiary layoff unit: all office locations statewide.

### **11.7 Knowledge, Skills or Abilities**

Knowledge, skills or abilities are documented criteria found in license/certification requirements, federal and state requirements, pre-existing position descriptions, pre-existing recruitment announcements or, bona fide occupational qualifications approved by the Human Rights Commission.

### **11.8 Formal Options**

- A. Employees will be laid off in accordance with seniority, as defined in Article 13, Seniority, among the group of employees with the required knowledge, skills or abilities, as defined in Section 11.7, above.

Employees being laid off will be provided the following options to positions within the layoff unit, in descending order, as follows:

- 1. A funded vacant position for which the employee has the knowledge, skills or abilities, within their current range.
- 2. A funded filled position held by the least senior employee for which the employee has the knowledge, skills or abilities, within their current range.
- 3. A funded vacant or filled position held by the least senior employee for which the employee has the knowledge, skills or abilities, at the same or lower salary range as their current range.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to the same percentage of part-time positions or greater. Full-time employees only have formal options to full-time positions. Funded filled supervisory positions will not be offered as formal options.

- 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 knowledge, skills or abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the knowledge skills or abilities of the position(s).

### **11.9 Notification for the Union**

The Employer will notify the Union before implementing a layoff or a temporary reduction of work hours. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

### **11.10 Notification to Employees**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 11.6](#), employees 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 will be provided with a copy of the notice on the same day it is provided to the employee.
- B. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 11.6](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.
- C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. If the seventh (7th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

### **11.11 Recall**

- A. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic areas in which they are willing to accept employment. An employee will remain on the layoff lists for two (2) years from the effective date of the qualifying action.
- B. When there are names on the layoff list for that job classification and the Employer has exhausted the transfer process, the Employer will recall the most senior candidate with the required knowledge, skills or abilities from the agency's internal layoff list.
- C. An employee will be removed from the layoff list if they waive the appointment to a position two (2) times. In addition, an employee's name will be removed from all layoff lists upon retirement, resignation or dismissal.

## **ARTICLE 12 NON-DISCRIMINATION**

- 12.1** Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.
- 12.2** Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 12.1.
- 12.3** 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 of the employee and the Union being notified in writing of the findings of the internal complaint.
- 12.4** Both parties agree that nothing in this Agreement will prevent the implementation of an affirmative action plan.

## **ARTICLE 13**

### **SENIORITY**

#### **13.1 Definitions**

- A. Seniority shall mean the total period of time, measured in years, months, and days, that an employee has been employed by the Employer as an Assistant Attorney General, Managing Assistant Attorney General, or Deputy Solicitor General. A calculation of seniority shall not be affected by the employee's status as full-time or part-time. The calculation of seniority shall not be reduced by any time period in which the employee was on paid or unpaid leave, including family medical leave. Time spent on sabbatical is not included in the calculation of seniority. Time included in the calculation of seniority need not be continuous. For the purposes of layoffs and recall, an eligible veteran as defined by [WAC 357-46-060](#) shall receive preference in layoff by having their seniority increased for total active military service, not to exceed a maximum of five (5) years.
- B. A non-permanent employee is an employee that has not completed their probationary period.
- C. A permanent employee is an employee that has completed their probationary period.
- D. A non-permanent position is a position that is not fully funded.
- E. A permanent position is a position that is fully funded.

#### **13.2 Illustrations**

- A. An employee continuously serves three (3) years, five (5) months, and two (2) days. The employee's seniority is three (3) years, five (5) months, and two (2) days.
- B. An employee continuously serves three (3) years, five (5) months, and two (2) days, but during that time spends six (6) months on family medical leave. The employee's seniority is three (3) years, five (5) months, and two (2) days.
- C. An employee continuously serves three (3) years, five (5) months, and two (2) days.
- D. An employee continuously serves three (3) years, five (5) months, and two (2) days, but then leaves employment for two (2) years, one (1) month and fifteen (15) days before returning to employment with the Employer. After returning, the employee continuously serves five (5) years, six (6) months and eight (8) days. The employee's seniority is eight (8) years, eleven (11) months, and ten (10) days.

- E. An employee serves twelve (12) years, six (6) months and two (2) days, during which the employee takes a six (6) month sabbatical. The employee's seniority is twelve (12) years and two (2) days.

## **ARTICLE 14**

### **EXCHANGE TIME**

- 14.1** Assistant attorneys general are expected to devote all the time necessary to deliver the highest quality legal and administrative services. This may require working beyond their regular schedule. Exchange time is a benefit in the form of time off for extraordinary hours worked. It is intended to encourage retention of valuable employees without impeding services to the public or preventing the office from accomplishing its mission.
- 14.2. Biannual Awards**  
Exchange time will be awarded twice annually, in January and July, to attorneys who work fifteen percent (15%) or more over available hours during the preceding six (6) months. The amount of the award will be equal to twenty percent (20%) of the hours worked over available hours, up to a maximum of fifty (50) hours for the six (6) month period. For example, if an attorney works one-hundred forty-six (146) extra hours during a six (6) month period where there are nine-hundred seventy-six (976) regular business hours available (or fifteen percent [15%] over available hours), the attorney would receive an exchange time award of twenty percent (20%) of the extra hours, or twenty-nine and two-tenths (29.2) hours.
- 14.3 Immediate awards**  
Division chiefs may also make immediate exchange time awards to recognize an attorney's extraordinary work that resulted in a peak workload over a discrete time period (e.g., trial, preliminary injunction), even though that work may not result in increased workload over the six (6) month period covered by the formula. The decision to grant any such award, and the amount of the award, are discretionary. To avoid duplication, immediate exchange time awards shall be subtracted from any biannual award for the same time period.
- 14.4** Exchange time has no cash liquidation value and is to be used within twelve (12) months of authorization. Employees with documented performance concerns during the period are not eligible to receive exchange time for the six (6) month period. New employees are eligible for immediate awards during their probationary period and will be eligible for biannual awards once they have worked all six (6) months of an award period. Exchange time awards are not subject to the grievance procedure.

## **ARTICLE 15**

### **REVIEW PERIODS**

#### **15.1 Probationary Period for Permanent Positions**

- A. Every part-time and full-time employee following their initial appointment to an assistant attorney general position, or upon being rehired into a bargaining unit position after a break in service with the AGO, will serve a probationary period of twelve (12) consecutive months. Probationary periods do not apply to transfers between divisions within the AGO.
- B. The Employer may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed eighteen (18) months.
- C. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) 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 a probationary employee will not be subject to the grievance procedure in [Article 4](#), Grievance Procedure.
- D. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave. Probationary period extensions for military service will be in accordance with the law.
- E. An employee who is appointed to a different bargaining unit position prior to completing their initial probationary period may be required to serve a new probationary period, as determined by the Employer.

#### **15.2 Trial Service Period for Permanent Positions**

- A. Employees with permanent status in an assistant attorney general bargaining unit position who are promoted, will serve a trial service period of twelve (12) consecutive months. The Employer may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed eighteen (18) months.
- B. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave. Trial service extensions for military service will be in accordance with the law.

- C. An employee who is appointed to a different position prior to completing their trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 15.2 A, unless adjusted by the appointing authority for time already served in trial service status. In no case, however, will the total trial service period be less than twelve (12) consecutive months.
- D. An employee serving a trial service period may voluntarily revert to their former permanent position provided that the position had not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position that is vacant for which they have the knowledge, skills or abilities. Upon request, the Employer will provide a list of all funded, vacant positions.

The Employer will determine the position the employee may revert to and the employee must have the knowledge, skills or abilities required for the position. Employee preference will be considered if there are multiple vacancies. If possible, the reversion option will be within a reasonable commuting distance for the employee.

- E. With ten (10) working days' written notice by the Employer, an employee who is not satisfactorily completing their trial service period will be reverted to a funded, permanent position that is vacant or filled by a non-permanent employee within the employee's previously held permanent job classification.

The reversion option, if any, will be determined by the Employer. The employee being reverted must have the knowledge, skills or abilities required for the vacant position. Employee preference will be considered if there are multiple vacancies. If possible, the reversion option will be within a reasonable commuting distance for the employee.

If the Employer fails to provide ten (10) working days' notice, the reversion will stand and the employee will be entitled to payment of the difference in the salary for up to ten (10) working days, which the employee would have worked at the higher level if notice had been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the higher classification.

- F. If there are no reversion options, an employee will be separated from employment. An employee who is separated during their trial service period may request a review of the separation by the Chief Deputy or designee within seven (7) calendar days from the effective date of the separation.
- G. The reversion of employees is not subject to the grievance procedure in [Article 4](#), Grievance Procedure.

### **15.3 Resignation**

With at least fifteen (15) calendar days' notice, an employee should send a notice of resignation specifying the date of separation of employment to the Attorney General with copies to the Payroll Office, Division Chief, appropriate Deputy Attorney General and Chief Deputy Attorney General. Upon submitting a resignation notice, the resignation decision is deemed accepted, unless mutually revoked by the employee and the Employer.

### **15.4 Non-Permanent Appointment**

When a permanent employee accepts a non-permanent appointment, the return rights, if any, will be mutually agreed upon and documented in the appointment letter.

## **ARTICLE 16 TELEWORK**

Teleworking is a business practice that benefits the Employer, employees, the economy, and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption, and our carbon footprint. Telework may result in economic, organizational, and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space, and retention of a valuable workforce. Telework contributes to work life balance. To that end, the AGO has a telework policy, and employees will abide by that policy unless specific provisions conflict with this Article.

### **Definition**

Telework is the practice of using technology to perform required job functions from home or another management approved location.

### **Position Eligibility**

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day.

### **Telework Requests and Agreements**

An employee working in a telework suitable position may request to telework in accordance with agency policy. The Employee's request to telework regularly shall not be unreasonably denied. When a telework request is denied, the reason shall be provided in writing. The Employer may consider an employee's request to telework in relation to the objectives of [Executive Order 16-07](#) and the agency's operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement.

### **Changes to Existing Telework Agreements**

The Employer reserves the right to reduce, modify, or eliminate an employee telework assignment based on business needs or if there are performance and/or attendance



concerns, to include not complying with the terms of a telework agreement. The Employer will address changes to a telework agreement with the employee. The employee's Division Chief may not unreasonably terminate or modify an existing telework agreement. When the Employer has reason to terminate or modify an existing telework agreement, at least seven (7) calendar days' notice must be provided, or less if mutually agreed upon. An employee may request to terminate or modify their existing telework agreement with seven (7) calendar days' notice. The Employer is not responsible for costs, damages, or losses resulting from cessation of participation in a telework agreement.

Eligibility, denial, modification, or elimination of a telework agreement is grievable through Step 3 under [Article 4](#), Grievance Procedure, of the Collective Bargaining Agreement.

## **ARTICLE 17**

### **SAVINGS CLAUSE**

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, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **ARTICLE 18**

### **DISTRIBUTION OF AGREEMENT**

**18.1** The Employer will post the Agreement on the Office of Financial Management's (OFM's) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later. The AGO will post a link to the current Agreement on the AGO's intranet home page after it is posted by OFM. The Employer will provide all employees with the link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

## **ARTICLE 19**

### **TERM OF AGREEMENT**

**19.1** All provisions of this Agreement will become effective July 1, 2021, and will remain in full force and effect through June 30, 2023; however, in accordance with [RCW 41.80.090](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

**19.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2022, and no later than January 31,

2022. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

## **APPENDIX A**

### **HEALTH CARE BENEFITS AMOUNTS**

- A.1**    A.    For the 2021-2023 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical 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 PEB Board.
- C.    Appendix A.1 B will expire June 30, 2023.
- A.2**    A.    The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
- B.    If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- A.3**    **Wellness**
- A.    To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B.    The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) 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.

- A.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

**A.5 Medical Flexible Spending Arrangement**

- A. During January 2022 and again in January 2023, the Employer will make available two hundred fifty dollars (\$250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020\(3\)](#), who meets the criteria in Subsection A.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
  4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA

benefit, including exploring ways for employees to access information in preferred languages.

**APPENDIX B**  
**ASSISTANT ATTORNEYS GENERAL SALARY SCHEDULE**  
Effective July 1, 2021

<b>Base Pay Range Step Numbers</b>	<b>Graduation Year</b>	<b>AAG Range</b>	<b>Managing AAG Range</b>	<b>Deputy Solicitor General Range</b>
Step 1	2021	69,396	72,864	76,332
Step 2	2020	72,168	75,780	79,392
Step 3	2019	75,060	78,816	82,560
Step 4	2018	78,060	81,960	85,872
Step 5	2017	81,180	85,248	89,304
Step 6	2016	84,432	88,656	92,880
Step 7	2015	87,804	92,196	96,588
Step 8	2014	91,320	95,892	100,452
Step 9	2013	94,980	99,720	104,472
Step 10	2012	98,772	103,716	108,648
Step 11	2011	102,720	107,856	112,992
Step 12	2010	106,836	112,176	117,516
Step 13	2009	111,108	116,664	122,220
Step 14	2008	115,548	121,332	127,104
Step 15	2007	120,168	126,180	132,192
Step 16	2006	124,980	131,232	137,484
Step 17	2005	129,984	136,476	142,980

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The AGO provides legal advice and representation for DCYF, supporting DCYF's mission to protect children from abuse and neglect, and to achieve timely permanency for foster children.

The ABA has recognized that a "caseload of over sixty (60) cases is unmanageable" for attorneys serving a child welfare agency. A dependency "case" represents a family, which may include multiple children and parents, and may stretch over several years. In some AGO locations, juvenile caseloads include associated termination or guardianship trials for that family, and lengthy, complex appeals involving research and oversight from senior attorneys statewide.

The parties have a shared interest in achieving manageable workloads for AAGs and staff, and agree to work collaboratively to continue the AGO's efforts to secure funding to achieve manageable caseloads, and to identify any other measures or practices to reduce workloads.

The parties agree to include Union representatives in efforts focused on reducing juvenile litigation caseloads, by agreeing to the following:

1. The Union may appoint four (4) representatives from the bargaining unit to the Juvenile Litigation Monitoring workgroup, which meets twice a year specifically to review caseloads and trends, and to problem solve.
2. The Union representatives on the Juvenile Litigation Monitoring workgroup will have the same data access permissions as other committee members.
3. At the union's request, the parties will have interim meetings with the union juvenile litigation representatives approximately thirty (30) days in advance of each Juvenile Litigation Meeting.
  - a. All division chiefs managing attorneys in each division will be invited to the interim meetings, and each division will have at least one (1) representative from AGO DCYF management as well as one (1) member of the DCYF headquarters section participate in the interim meetings.
  - b. The participants may join by telephone or by video conference.
4. The purpose of the interim meetings will be to collaboratively discuss union ideas and suggestions and possible topics for the Juvenile Litigation Monitoring Meeting agenda, to include but not limited to the feasibility of implementing reasonable protected time parameters for work on juvenile litigation appeals.

For the Employer:

/s/

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Ann Green, Labor Negotiator  
OFM/SHR/LRS

For the Union:

/s/

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Leanne Kunze, Executive Director  
WFSE/AFSCME Council 28



**B. MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE STATE OF WASHINGTON**

**AND**

**ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL WASHINGTON**

**FEDERATION OF STATE EMPLOYEES**

**Budget Savings**

Due to significant improvements in the budget and resulting legislative action to restore savings agreed to between the parties, the parties agree to modify this MOU as demonstrated by the striking of invalid language contained herein.

**Wages**

0% General Wage increase effective July 1, 2021

0% General Wage increase effective July 1, 2022

This MOU may be re-opened at the request of either party solely to bargain whether to establish a longevity provision. .

The party seeking to reopen shall notify the other party no later than July 1, 2021. Bargaining will begin at a time mutually agreed upon by the parties after July 15, 2021. All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining. The parties' agreement to reopen this MOU for fiscal year 2023 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in the language.

This Memorandum of Understanding shall expire on June 29, 2023.

For the Employer:

For the Union:

/s/

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Ann Green, Labor Negotiator  
OFM/SHR/LRS

/s/

\_\_\_\_\_  
Jason Holland, Labor Advocate

**C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

**Diversity, Equity and Inclusion (DEI)**

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all residents of Washington. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive, and inclusive of everyone.

The State of Washington is engaged in an enterprise wide effort with state agencies to reassess hiring practices, training, policy compliance, and data reporting toward the goal of creating a more respectful, diverse, equitable, and inclusive work environment. The Union is a vital partner in reaching this goal.

The AGO strives to have an agency-wide culture that recognizes respect for all and promotes cultural competency, diversity, and inclusion and equity to better recruit, promote, and retain a diverse workforce. The parties are committed to fostering a positive work environment and recognize that individuals feel safe to speak openly and with confidence only when co-workers and leadership accept diverse contributions, opinions, and ideas.

To that end, as the AGO modifies its policies, practices, and performance evaluation criteria to support this work, the Union, whether through informal discussions at UMCC or LMC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted.

The AGO encourages professional facilitation of workgroups and roundtable conversations within and amongst divisions to discuss microaggressions, creating a safe space, and highlighting the work of individuals from historically marginalized communities, and those protected under the State of Washington Law Against Discrimination (WLAD). Recognizing the parties' commitment to intentional equity, diversity, and inclusion in recruitment and promotions, the parties agree to the following:

1. The AGO agrees that time to participate in workgroups, roundtable discussions, DAC, and Affinity Groups (including but not limited to interview panels for hiring and promotion, agency events, and training opportunities) shall be considered paid work time.
2. The AGO will continue to solicit input from the DAC and Affinity Groups on DEI issues within the office.
3. The AGO will create a program that relies upon experts to train employees to provide racial equity facilitation and support to AGO staff across the agency. The program will allow for expanded capacity in the agency to help facilitate more small group discussions on racial equity or similarly oriented topics.

Nothing in this Memorandum of Understanding should be construed as a waiver of the rights and obligations of either party as it relates to mandatory subjects.

This Memorandum of Understanding is not subject to the grievance procedure.

This Memorandum of Understanding shall expire on June 30, 2023.

For the Employer:

For the Union:

/s/

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Ann Green, Labor Negotiator  
OFM/SHR/Labor Relations

/s/

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Leanne Kunze, Executive Director  
WFSE/AFSCME Council 28

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 2021.

For the Washington Federation of State Employees, AFSCME Council 28, for the Association of Washington Assistant Attorneys General:

\_\_\_\_\_/s/  
Leanne P. Kunze  
Executive Director

\_\_\_\_\_/s/  
Mike Yestramski  
Council President

\_\_\_\_\_/s/  
Daniel Hsieh  
Local President

\_\_\_\_\_/s/  
Jason Holland  
Labor Advocate

For the State of Washington:

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

\_\_\_\_\_/s/  
Diane Lutz, Section Chief  
OFM/SHR, Labor Relations and  
Compensation Policy Section

\_\_\_\_\_/s/  
Ann Green, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section