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# COLLECTIVE BARGAINING AGREEMENT

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THE STATE OF WASHINGTON

AND

TEAMSTERS LOCAL 760

EFFECTIVE

JULY 1, ~~2021~~2023 THROUGH JUNE 30, ~~2023~~2025



~~2021-2023~~  
2023-2025

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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 2023-2025 budget.

**TEAMSTERS LOCAL 760**  
~~2021-2023~~2023-2025

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**PREAMBLE**

Pursuant to RCW 41.56, this Agreement is entered into by the State of Washington, referred to as the “Employer,” and Teamsters Local 760, referred to as the “Union.”

## ARTICLE 1 RECOGNITION CLAUSE

- 1.1 This Agreement covers Fish and Wildlife Sergeants who are represented by the Teamsters Local 760 DFW.
- 1.2 This Agreement does not cover any statutorily excluded positions.
- 1.3 The parties recognize that the Public Employment Relations Committee (PERC) has the exclusive authority to determine appropriate bargaining unit composition and exclusive representation.

## ARTICLE 2 NON-DISCRIMINATION

- 2.1 The Employer and the Union agree to support and encourage diversity in the workplace and prevent all forms of discrimination. Both parties acknowledge that we maximize the potential of every employee when we treat all employees with respect and dignity. Our commitment to diversity and inclusion must be present and demonstrated each day to create fairer and more equitable outcomes.
- 2.2 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, genetic information, creed, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, or union activities. Bona fide occupational qualifications based on the above traits do not violate this Article.
- 2.3 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 2.1.
- 2.4 Employees who feel they have been the subjects or witnesses 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.
- 2.5 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

## ARTICLE 3 BID SYSTEM

### 3.1 Applicability

- A. This Article does not apply to the filling of non-permanent positions.
- B. The Employer will comply with the provisions of this Article prior to filling vacancies in accordance with [Article 4](#), Filling of Vacancies.

### 3.2 A. Openings will be posted via department intranet and e-mail for a period of not less than fourteen (14) calendar days. Eligible employees may bid on openings during the posting period.

Eligible employees are defined as those who:

- (1) hold or who have held permanent status in the level of the bid position; and
  - (2) do not include any employee who has not had a minimum of two years in their initial Independent Status duty station, unless approved by the Chief or designee.
- B. If a new or vacant position is to be filled, time in grade will prevail provided the employee has the basic skills and abilities necessary to perform the duties of the specific position. Time in grade includes all non-permanent, probationary, trial service and permanent time in the employee's job classification within the Department of Fisheries, Department of Game/Wildlife, and Department of Fish and Wildlife.

An employee's bid request may be denied if the employee has had documented performance problems of an on-going nature within the past two (2) years.

- C. Employees who are awarded a bid will fill the position thirty (30) calendar days following the notification of selection. Employees will be paid travel in accordance with [Article 22](#), Travel, with prior written approval by the Chief or designee. Extensions of the above time period may only be granted by the Chief or designee on a case-by-case basis.
- D. Employees will have a ninety (90) calendar day period to establish a permanent residence after filling the bid. Extensions of the above time period may only be granted by the Chief or designee on a case-by-case basis.

Employees must establish a permanent residence within forty (40) miles of the legal boundary of a city and within the geographic boundaries as designated by the Department during the bid process. Residency requirements established prior to July 1, 2017, will remain in effect. However, if an employee is in the position whose residency requirement

was established prior to July 1, 2017, the employee may request that the Employer establish a new residency requirement utilizing the provisions of this Subsection. The Chief or designee will select a city or town from which the mile limit will be measured. The Employer will not pay for any moving expenses related to employee requested moves.

E. Permanent residence is defined as where an employee primarily lives and resides. The employee will produce for inspection the following information upon request by the Chief:

1. Mailing address;
2. Utility and service bills;
3. Residence, rental or ownership agreement; and
4. Emergency data card (used by WildCom and WSP Dispatch).

F. The parties agree that the permanent residence will be the official duty station.

G. Hardship Transfers

For purposes of this Article, a “hardship” is defined as a military deployment, a medical or safety-threatening situation causing specific loss or suffering to an employee or the employee’s family member as defined in [Article 13.2](#) (J)(1). Employees who have a hardship may request a hardship transfer to a vacant or new position. To maintain confidentiality of private and/or medical information, requests for hardship will be submitted to the Teamsters Business Representative. Those supported by the Teamsters Business Representative will be forwarded with a written record of support, including the original employee request and all supporting documentation, to the Appointing Authority/Chief for consideration. The Appointing Authority/Chief’s decision on the request for a hardship transfer will be final and is not subject to the grievance procedure.

H. Measuring Distance for Residency Compliance

The Internet mapping program Google Maps (fastest route) will be the official measurement of the distance from the boundary of the assigned geographic area, or from the detachment office or duty station, to the employee’s residence. If Google Maps does not recognize a street name or address, the employee will be responsible for finding the nearest address that is recognized and then driving the remaining distance with the supervisor to determine whether the residence is within the mileage limitations.

The mileage determination will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than paved, maintained streets that are generally open and passable during all seasons, and available to be used by employees to travel to and from their duty station.



## ARTICLE 4 FILLING OF VACANCIES

- 4.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. If the Employer intends to convert a position which results in it no longer being in the bargaining unit, the Employer will fulfill its obligation to bargain. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred by Human Resources for further consideration by the hiring manager.
- 4.2 The agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 35](#), Layoff and Recall, of this Agreement and are confined to the agency.
- 4.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- 4.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- 4.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- 4.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.
- 4.7 When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
  - B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.

- C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
- E. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

## ARTICLE 5 HIRING AND APPOINTMENTS

### 5.1 Filling Positions

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

### 5.2 Internal Movement – Permanent Employees

A. Prior to certifying candidates in accordance with [Article 4](#), Filling of Vacancies, an appointing authority may grant an administrative transfer, promotion, voluntary demotion or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, promotion, voluntary demotion or elevation will initiate a request in writing, to the appropriate appointing authority and to the agency human resources director. Appointing authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision. This Subsection does not apply to those positions that have a required bid system established in accordance with [Article 3](#), Bid System, unless the position remains vacant after the completion of the bid process.

### 5.3 Permanent Status

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

### 5.4 Types of Appointment

#### A. Non-Permanent

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the Employer converts a non-permanent

appointment to a permanent appointment, the employee will serve a probationary or trial service period.

2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify their current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list. After receipt of this notification the employee may elect to accept or turn down the appointment offer.
3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment or if the non-permanent appointment was filled using a veteran placement program. Before converting a non-permanent appointment into a permanent appointment, [Article 3](#), Bid System, and [Article 33](#), Layoff and Recall, must be followed. For a conversion, the employee will serve a probationary or trial service period.
4. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee; however, if practicable, the Employer may provide more than one (1) working day's notice. Non-permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

B. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial

service period or periods at any time with three (3) working days' notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsection 5.5 B](#) of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program – meaning all levels within the in-training appointment – is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

## 5.5 Review Periods

### A. Probationary Period

1. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months.
2. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' notice prior to the effective date of the separation. The day that notification is given is considered the first day of notice. If the Employer fails to provide 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 the probationary employee will not be subject to the grievance procedure in [Article 29](#).
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) or hours rounded to equivalent days that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the appointing authority for time already served in probationary

status. In no case, however, will the total probationary period be less than twelve (12) months.

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

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of twelve (12) consecutive months. The Employer will conduct a performance review six (6) months into the trial service period.
2. Any employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.
3. An employee serving a trial service period may voluntarily revert to their former position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. With the appointing authority's approval, an employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
  - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or
  - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.

4. With a minimum three (3) days' written notice by the Employer, an employee who does not successfully complete their trial service period has the right to revert to a position, if available, in the same agency that is:

- a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or
- b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

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

5. Any unsuccessful employee who has no reversion options may request that their name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where they had previously attained permanent status.
6. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 29](#).

## **ARTICLE 6**

### **PERFORMANCE EVALUATION**

#### **6.1 Objective**

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

- 6.2 A. Employee work performance will be evaluated prior to the completion of their probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
- B. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's signature or electronic acknowledgment of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The completed and signed/acknowledged performance evaluation forms,

including the employee's comments, will be maintained in the employee's personnel file.

- C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to correct the behavior. Such discussions will be documented in the supervisor's file. Nothing in this section is intended to limit the ability of the Employer to take corrective or disciplinary action pursuant to the terms of [Article 28](#), Discipline.
- D. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 29](#).
- ~~E. If an employee has been exonerated of misconduct in a disciplinary grievance by the Employer or an arbitrator, or the Employer determines that allegations of misconduct are false, then references to the misconduct in the performance evaluation will be removed. If the Employer fails to remove the applicable portions of the performance evaluation, the failure to remove those references is subject to the grievance procedure.~~

## ARTICLE 7 HOURS OF WORK

### 7.1 Definitions

- A. Law Enforcement Employees  
Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).
- B. Workday  
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- C. 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.
- D. Workweek  
Workweeks will normally begin at 12:00 a.m. on Monday and end at 12:00 midnight the following Sunday.
- ~~E. Duty Hours  
Duty hours are defined as those hours when a Sergeant is in-service with their primary dispatch center and the records management system. Duty~~

hours for Sergeants also include time spent responding to unforeseen and unavoidable department business when off-duty. Duty hours are all working hours that count toward the Designated Work Period per 7.2.

## 7.2 Overtime-Eligible Law Enforcement Employee Work Schedules

### A. Designated Work Period

The regular work schedule for full-time overtime-eligible law enforcement ~~Sergeant~~employees, who are receiving assignment pay for an extended work period, will not be more than one hundred and seventy-one (171) hours in thirteen (13) twenty-eight (28) day periods per year.

### AB. Planning Meeting.

1. Sergeants will attend a monthly planning meeting, either in-person or by utilizing other technological means, as determined and scheduled by their immediate supervisor to identify, prioritize and plan upcoming workload issues and scheduled days off. A Sergeant's immediate supervisor may deny requests for scheduled days off to provide necessary supervision or patrol priorities. A twenty-eight (28) day regional plan will be drafted.

~~B-2~~ Detachment Sergeants will take the resulting plan and coordinate with Detachment Officers prior to the beginning of the twenty-eight (28) day work period as soon as possible to schedule patrols and other assignments and to identify officers' days off, ensuring the regional plan will be accomplished. The resulting detachment plan will be forwarded to the Sergeant's immediate supervisor for review and final approval. A Sergeant's immediate supervisor reserves the right to evaluate the effectiveness of each detachment's planning process and can direct change(s) as needed.

~~C-3.~~ Sergeants will provide weekly updates to their immediate supervisor, to include deviations from the plan and anticipated changes for the upcoming week. Sergeants will manage their detachments to accomplish the agency mission, regional plans, detachment plans and emergent situations.

### D.C. Days Off

A "Scheduled Day Off" is defined as a day off during the upcoming twenty-eight (28) day period approved by the Sergeant's immediate supervisor. Prior to the beginning of the upcoming twenty-eight (28) day work period, Sergeants may identify eight (8) scheduled days off for said twenty-eight (28) day work period, normally two (2) days off per week. For the twenty-eight (28) day period, four (4) of the scheduled days off will be weekend days. The Sergeant's immediate supervisor may approve requests for additional weekend days. The Sergeant's immediate supervisor may deny the requests for scheduled days off in accordance with Subsection 7.4 A of this Article; however, the specific or personal



needs of the Sergeants will be taken into consideration. When mutually agreed, changes to scheduled days off may be approved.

Work schedules may be changed by the Employer on a temporary, permanent, emergency or employee-requested basis.

ED. Sick and Annual Leave

Sick and annual leave taken will not exceed nine (9) hours in any twenty-four (24) hour period or forty-five (45) hours in any consecutive seven (7) day period. If leave is taken in conjunction with hours worked, the combination of hours worked and sick or annual leave taken will not exceed nine (9) hours in any twenty-four (24) hour period or forty-five (45) hours in any consecutive seven (7) day period. Exceptions to the rule described within [Article 7.4 E](#) may be approved by the Captain, or in the Captain's absence, the Deputy Chief.

EE. Meal Period.

Each workday will include a thirty (30) minute paid meal period as near the middle of the workday as practical. Paid rest breaks shall consist of two (2) fifteen (15) minute periods, one during the first one-half (1/2) of the shift and one in the second one-half (1/2) of the shift. One of the fifteen (15) minute breaks may be combined with the lunch period for a total of forty-five (45) minutes.

**7.3 Time Reporting**

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

**ARTICLE 8  
OVERTIME**

**8.1 Definitions**

A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee receiving assignment pay for an extended work period.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1½) of an employee's regular rate of pay in one tenth (1/10) hour increments. The regular rate of pay will not include any allowable exclusions.

C. Work

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

1. All hours actually spent performing the duties of the assigned job;

2. Travel time required by the Employer during the normal work week;
  3. Vacation leave;
  4. Sick leave;
  5. Compensatory time;
  6. Holidays; and
  7. Any other paid time not listed below.
- D. Work does **not** include:
1. Shared leave;
  2. Leave without pay;
  3. Additional compensation for time worked on a holiday; and
  4. ~~Time compensated as standby, call back, or any other penalty pay.~~

## 8.2 Overtime-Eligibility Compensation

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

- A. Overtime-eligible law enforcement employees, receiving assignment pay for an extended work period, who have prior approval and work in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period, will be compensated at the overtime rate.
- B. In the event of a bona fide emergency and when the employee's actual and designated supervisors are unavailable to grant approval, an employee may exercise discretion in determining the need to incur overtime. Not later than the next working day, the employee will report to their actual or designated supervisor the nature of the bona fide emergency justifying overtime. A bona fide emergency is an unforeseen circumstance that requires immediate action by the employee.

## 8.3 General Provisions

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

**8.4 Employers' Right to Assign**

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

**8.5 Compensatory Time for Overtime-Eligible Employees****A. Compensatory Time Eligibility**

The Employer will grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.

**B. Maximum Compensatory Time**

Employees may accumulate no more than the maximum number of hours of compensatory time allowed under the federal Fair Labor Standards Act.

**C. Compensatory Time Use**

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 12](#), Vacation Leave. The Employer may schedule an employee to use compensatory time with seven (7) calendar days' notice.

**D. Compensatory Time Cash Out**

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

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

**8.6 Temporary Assignment of Additional Officers**

A Sergeant temporarily assigned command of additional officers due to the absence of a Sergeant for more than thirty (30) days will coordinate work with their Captain and plan their work hours within the constraints of the regular work period (one hundred seventy-one [171] hours/twenty-eight [28] days). Should the additional personnel and/or responsibilities drive overtime work, the Sergeant will specifically identify and request any overtime work. In the event of an unforeseen circumstance requiring immediate supervisory action(s) and when the Sergeant's

actual or designated supervisor within the region is not available to grant overtime approval, a Sergeant may exercise discretion in determining the need to work time not previously planned. Not later than the next working day, the Sergeant will report to their actual or designated supervisor the nature of necessary work that justified the overtime worked without pre-approval from the supervisor.

## **ARTICLE 9**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

- 9.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
- 9.2** Participation in education and/or training programs required by the Employer, including travel, will be compensated as time worked. The Employer will pay for all required training as determined by agency policy.
- 9.3** The Employer may approve additional professional or technical training and/or education courses. Additional courses will normally include those that will enhance employees' technical proficiency and future performance. When approved, the agency will pay costs in accordance with agency policy. If an employee's request for training is denied, a reason for the denial shall be provided to the employee.
- 9.4** The Employer will provide or make available, and the employees will participate in, training approved by management in order to maintain their professional skills, standards and proficiencies as established by the agency and their profession.
- 9.5** Employees will participate in agency provided or approved training to maintain agency required certification.
- 9.6** Employees will not lose work time if approved to attend a professional conference. Travel and other expenses will be reimbursed in accordance with [Article 22](#), Travel, of this Agreement.
- 9.7** **Master Agreement Training**
- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated.

The parties will agree on the date, time, number and names of stewards attending each session. The training will be completed by the parties within ninety (90) days of publishing or posting of this Agreement.

### **9.8 Tuition Reimbursement**

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

### **9.9 Supervisory, Leadership and Liability Training**

The Employer normally will provide at least twenty-four (24) hours of supervisory/leadership and/or liability training as assigned by the Chief or designee per contract cycle for Fish and Wildlife Sergeants. If a supervisory in-service is held, at least one (1) supervisory/leadership and/or liability training topic will be provided by an outside vendor. Prior to selecting an outside vendor, the Employer will consult with the Union. The training requirement under this Section may be waived with mutual agreement from both parties.

## **ARTICLE 10**

### **LICENSURE AND CERTIFICATION**

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

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

- 10.2** When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or certification. The Employer will reimburse the employee for the renewal costs of

licenses and/or certifications not required as a condition of employment upon appointment.

- 10.3 Employees will notify their Appointing Authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.
- 10.4 Employees for whom a license and/or certification is required and for whom that license or certification has expired or been restricted, revoked or suspended may be placed on leave without pay, in accordance with [Article 17](#), Leave Without Pay, until the license and/or certification is renewed or restored, whichever comes first and/or disciplined (up to and including termination) in accordance with [Article 28](#), Discipline.

## ARTICLE 11 HOLIDAYS

### 11.1 Paid Holidays

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

New Year’s Day	January 1
Martin Luther King Jr.’s Birthday	Third Monday in January
Presidents’ Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans’ Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	Friday Following the Fourth Thursday in November
Christmas Day	December 25

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

### 11.2 Holiday Rules

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

- A. Employees will be paid at a straight-time rate for eight (8) holiday leave hours on a recognized holiday. ~~even though they do not work.~~
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 8](#), Overtime.
- C. Holidays will be observed on the actual day.

- D. In the event an employee is assigned to work the weekend ~~adjoint a -prior or the weekend after an attached~~ recognized holiday, but does not work the holiday, one of those days will be designated as the holiday for overtime pay purpose as provided in Subsection 11.1 of this Article, they will have the option of working the holiday.
- E. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided they have been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. All employees must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

### 11.3 Personal Holidays

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

- A. The Employer will release the employee from work on the day selected as the personal holiday provided:
1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice; and
  2. The number of employees selecting a particular day off does not prevent the Employer from providing continued public service.
- B. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- C. The Employer may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity. Failure to do so cannot be used as the basis for denial of time off.
- D. A personal holiday for full-time employees will be equivalent to eight (8) hours.
- E. Part or all of a personal holiday may be donated as shared leave in accordance with [Article 14](#), Shared Leave. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not

to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections A, B and C above.

F. Upon request, an employee will be approved to use part or all of their personal holiday for:

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

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

## ARTICLE 12 VACATION LEAVE

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

**12.2 Vacation Leave Credits**

Full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below.

**12.3 Vacation Leave Accrual**

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

**12.4 Vacation Leave Accrual Rate Schedule**

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)



Full Years of Service	Hours Per Year
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

### 12.5 Vacation Leave Usage

- A. Vacation leave will be charged by rounding upward to the nearest one-tenth (1/10) of an hour increments.
- B. Employees may request vacation leave at any time on a first-come, first-served basis; however, posted vacation schedules shall take precedence.
- C. Employees will not request or be authorized to take scheduled vacation leave if they will not have accrued sufficient vacation leave credits to cover the absence at the time of the scheduled leave.

### 12.6 Vacation Scheduling ~~Teamsters 760~~

- A. Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor prior to December 15<sup>th</sup> for the following calendar year. Employees will be granted their requested period of leave by bargaining unit seniority in so far as possible. The supervisor will compile and post the schedule by January 15<sup>th</sup>. Should management be required to cancel previously scheduled annual leave due to an emergency, employees so affected will be given top priority for rescheduling. Employees may request additional vacation leave at any time on a first-come, first-served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.
- B. An employee who is reassigned or bumped to a new position due to a layoff action will retain their approved vacation schedule.
- C. The Employer will provide a minimum of one (1) vacation position fifty-two (52) weeks per calendar year in regions with three (3) or fewer sergeants. The Department of Fish and Wildlife will provide a minimum of two (2) vacation positions fifty-two (52) weeks per year in regions with four (4) or more sergeants.

### **12.7 Family Care**

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

### **12.8 Military Family Leave**

Employees may use vacation leave for leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 17.10](#), Government Service Leave.

### **12.9 Domestic Violence Leave**

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act [RCW 49.76](#).

### **12.10 Vacation Cancellation**

#### **A. Employer Initiated**

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

#### **B. Employee Initiated**

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

### **12.11 Vacation Leave Maximum**

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

A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum two hundred forty (240) hours, the Appointing Authority may grant an exception to the maximum. If the Appointing Authority grants an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to the employee's anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

### **12.12 Separation**

Any employee, who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave credits when they:

- A. Resign with adequate notice;
- B. Retire;
- C. Are laid-off; or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

### **12.13 Paid Family and Medical Leave Act**

Employees may designate vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving vacation leave as a supplemental benefit.

## **ARTICLE 13 SICK LEAVE**

### **13.1 Sick Leave Accrual**

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

Full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a month and part-time employees will accrue sick leave proportionate to the number of hours the employees are in pay status in the calendar month to that required for full-time employment, up to a maximum of eight (8) hours in a month.

### **13.2 Sick Leave Use**

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his/her job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
- B. Care of family members as allowed under RCW 49.46.210 and required by the Family Care Act, [WAC 296-130](#). Family member is defined in 13.2(K) below.
- C. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.
- D. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined in [WAC](#)

[296-128-600 \(8\)](#), means a serious public health-concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.

- E. Qualified Absence under the Family Medical Leave Act.
- F. Death of a relative, as defined in 13.2(K) below.
- G. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Article 17.10](#), Government Service Leave.
- H. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- I. Preventative health care appointments of household members as defined in 13.2(K) below, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.
- J. When an employee is absent from work to be with a household member as defined in 13.2(K) below, who experiences an illness or injury, up to five (5) days for each occurrence or as extended by the Employer.
- K. As a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving sick leave as a supplemental benefit.
- J. Family, relative and household member defined:
  - 1. A family member is defined as a:
    - a. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
    - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
    - c. Spouse;
    - d. Registered domestic partner as defined by [RCW 26.60](#);
    - e. Grandparent;
    - f. Grandchild; or

## g. Sibling.

2. A relative is defined to include an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
3. A household member is defined as persons who reside in the same home who have reciprocal duties to and to provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

### **13.3 Use of Compensatory Time, Exchange Time, Personal Holiday, Personal Leave Day or Vacation Leave for Sick Leave Purposes**

The Employer will allow an employee who has used all of their sick leave to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, personal leave day or vacation leave requests for sick leave purposes will indicate that compensatory time, exchange time, personal holiday, personal leave day or vacation leave is being requested in lieu of sick leave. For full-time employees, a personal holiday must be used in full shift increments. For part-time employees, the use of a personal holiday for sick leave purposes will be calculated in accordance with Sub-section 11.3 E.

### **13.4 Restoration of Vacation Leave**

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

### **13.5 Sick Leave Reporting, Certification and Verification**

An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Leave Law [RCW 49.76](#)). If the Employer suspects abuse, the Employer may require a written medical certificate for that sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

Medical certification or verification required for employees in overtime-eligible positions shall be in accordance with [RCW 49.46.210](#) and [WAC 296-128](#).

**13.6 Sick Leave Annual Cash Out**

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

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

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

**13.7 Carry Forward and Transfer**

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

**13.8 Sick Leave Separation Cash Out**

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

**13.9 Reemployment**

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

**ARTICLE 14  
SHARED LEAVE**

- 14.1 A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:
  - 1. Called to service in the uniformed services;

2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
  3. A victim of domestic violence, sexual assault, or stalking;
  4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
  5. Bonding with their newborn, adoptive or foster child; or
  6. Sick or temporarily disabled because of pregnancy and/or childbirth.
  7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
  8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.
- B. An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
- C. For purposes of the state leave sharing program, the following definitions apply:
1. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
  2. Employee’s “family member” is defined to include:
    - a. Child, including biological, adopted, or foster child, stepchild, grandchild or child for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
    - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
    - c. Spouse;

d. Registered domestic partner as defined by RCW 26.60;

e. Grandparent;

f. Grandchild or

g. Sibling.

~~Employee's "relative" is limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, sibling, parent or stepparent.~~

3. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
4. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
5. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
6. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
7. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.



8. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
9. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
10. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.
11. Parental leave means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the parental leave is used within the first year of the child’s life.
12. Pregnancy disability means a pregnancy related medical condition or miscarriage.

**14.2** An employee may be eligible to receive shared leave under the following conditions:

- A. The employee's agency head or designee determines that the employee meets the criteria described in this Section.
- B. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Section 14.3(A)(1) or Section 14.3(A)(4) of this Article.
- C. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3(A)(2) of this Article.
- D. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under Subsection 14.3(A)(3) of this Article.
- E. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.
- F. The employee has abided by agency policy regarding the use of sick leave and vacation leave if the employee qualifies under 14.3(A)(5).

**14.3** An employee may donate vacation leave, sick leave, or personal holiday to another employee only under the following conditions:

- A. The receiving employee either:
1. Suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
  2. Has been called to service in the uniformed services; or
  3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
  4. Is a victim of domestic violence, sexual assault, or stalking; or
  5. Is taking parental or pregnancy disability leave. ; or
  6. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
  7. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.
- B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, consequence of domestic violence, sexual assault or stalking, or parental or pregnancy disability leave, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
  2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave, compensatory time, and ~~personal holiday~~ , and personal leave day reserves if the employee qualifies under Section 14.3 of this Article. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave;

2. Vacation leave and paid military leave allowed under RCW 38.40.060, personal holiday, personal leave day, and compensatory time if the employee qualifies under ~~Section Subsection 14.3 of this Article~~. The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of vacation leave and forty (40) hours of military leave;
  3. Vacation leave, personal holiday, personal leave day, and compensatory time if the employee qualifies under Subsection 14.3(A)(3) or 14.3 (A)(4) ~~of this Article~~. The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave;
  4. Personal holiday, vacation leave, personal leave day, compensatory time and sick leave if the employee qualifies under Subsection 14.3(A)(5) ~~above. However, the~~ The employee is not required to deplete all of their accrued vacation ~~and sick~~ leave and can maintain up to forty (40) hours of each of vacation and sick leave. ;  
or
  5. Vacation leave, sick leave, personal holiday, personal leave day and compensatory time if the employee qualifies under Subsection 14.3 (A)(6) or 14.3 (A)(7).
- E. The agency head or designee permits the leave to be shared with an eligible employee.
  - F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for annual leave balances will be prorated.
  - G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
  - H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
  - I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

- 14.4** The agency head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.
- 14.5** The agency head or designee will require the employee to submit, prior to approval or disapproval;
- A. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 14.3(A)(1) of this Article;
  - B. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 14.3(A)(2) of this Article;
  - C. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Section 14.2(A)(3) of this Article;
  - D. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Section 14.3(A)(4) of this Article; or
  - E. Verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed physician or health care practitioner verifying pregnancy disability under Subsection 14.3(A)(5) of this Article.
- 14.6** Any donated leave may only be used by the recipient for the purposes specified in this Section.
- 14.7** The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

- 14.8** A. An employee receiving industrial replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
- B. Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Section 14.9 of this Article.
- 14.9** Any shared leave no longer needed or will not be needed at any future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the agency head or designee will be returned to the donor(s).

Unused leave approved for an employee that suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe in nature may not be returned until the conditions in RCW 41.04.665(10)(a)(i) or (ii) are met. may not be returned until one of the following occurs:

- ~~A. The agency head or designee receives a doctor's statement verifying the need for shared leave is resolved; or~~
- ~~B. The employee is released to full time employment; has not received additional medical treatment for the current condition or any other qualifying condition for at least six (6) months; and the employee's doctor has declined, in writing, the employee's request for a statement indicating the employee's condition has been resolved.~~

The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

- 14.10** If an employee has a need to use shared leave due to the same condition listed in the previously approved request, the agency head or designee must approve a new shared leave request for the employee.
- 14.11** All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- 14.12** The agency will maintain records which contain sufficient information to provide for legislative review.
- 14.13** An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave used.

## ARTICLE 15

### FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE - PREGNANCY DISABILITY LEAVE AND PAID FAMILY AND MEDICAL LEAVE

Definitions used in this Article will be in accordance with the Federal Family and Medical Leave Act (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations.

#### 15.1 Federal Family and Medical Leave Act of 1993 (FMLA)

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto an employee who has worked for the state for at least twelve (12) months and for at least one thousand, two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any one (1) or more of the following reasons 1-4:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. Family medical leave to care for a spouse, child, or parent, ~~or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030,~~ who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner ~~in accordance with the WFLA~~ will not be counted towards the twelve (12) weeks of FMLA.
4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the

covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand, two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
- D. The FMLA entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- E. The Employer will continue the employee's existing Employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by FMLA. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.
- F. The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for an FMLA qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. An employee has the option of using some, or all of their paid leave for a family medical leave qualifying event, but must follow the notice and certification requirements relating to FMLA usage in addition to any notice and certification requirements relating to the use of paid leave.
- G. The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for FMLA.

- F. Personal medical leave, serious health condition leave or serious injury or illness leave covered by the FMLA may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- H. Upon returning to work after the employee's own FMLA-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider. Once the employee provides the fitness for duty certification, the agency will not delay the return to work while the agency seeks clarification and authentication from the employee's health care provider.
- I. The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

## 15.2 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with the employee's newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in [Article 29](#).
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, personal leave day, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA leave for baby bonding purposes.

## 15.3 Pregnancy Disability Leave

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



15.4 The parties recognize that the Department of Labor could further define the amendments to FMLA. The Employer and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

**15.5 Washington Family and Medical Leave Program Effective January 1, 2020**

A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program (RCW 50A) is in effect and. eligibility for and approval of for leave for purposes as described under that Program shall be in accordance with RCW 50A and the rules promulgated thereunder.

B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

C. The employee may use sick leave, personal holiday, compensatory time, personal leave day or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington State Paid Family and Medical Leave Insurance Program, Title 50A RCW. The employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving sick leave as a supplemental benefit.

**ARTICLE 16  
MISCELLANEOUS LEAVE**

16.1 Subject to the Employer's prior approval, employees will be allowed paid leave, during scheduled work time, for:

A. Examinations or interviews for state employment;

Each employee will be allowed paid leave during their scheduled work hours for examinations and interviews for state employment. Approval cannot be denied for up to four (4) times in a calendar year, unless it interferes with the business needs of the agency. Any additional examinations and interviews are subject to the Employer's prior approval. The Employer may approve reasonable travel time.

B. Assessment from the Employee Assistance Program (EAP);

C. Life-giving procedures, blood platelet and fluid donations, when approved in advance;

D. Jury Duty as outlined in 16.2;

E. To appear in court or administrative hearing, as specifically provided below in Section 16.3;

F. For bereavement leave, as specifically provided below in [Section 16.5](#).

## 16.2 Jury Duty

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

**16.3** A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in a court or an administrative hearing for work-related cases, unless the employee:

- A. Is a party in the matter and is not represented by the Attorney General's Office of the state of Washington; or
- B. Has an economic interest in the matter.

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

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

## 16.5 Bereavement Leave

- A. An employee is entitled to three (3) days of paid bereavement leave if the employee's family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's, relative's, or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, the employee's personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. In the event of the death of a relative, the Employer will approve the employee's accrued paid leave listed in (C) above for all deaths up to a total of five (5) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in Section 11.1, Holidays.
- E. For purposes of this sub-article a family member is defined in Subsection 13.2(K)(1); a household member is defined in Subsection 13.2(K)(3); and a relative is defined in Subsection 13.2(K)(2).

## 16.6 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day per fiscal year during the life of this Agreement if the employee has been continuously employed for more than six (6) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period; or
  - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal leave may not be carried over.
- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Upon request, an employee will be approved to use part or all of their personal leave day for:
  - 1. The care for family members as required by the Family Care Act, [WAC 296-130](#);
  - 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 17.10](#); or
  - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

## 16.7 Life-Giving Procedures, Blood Platelet and Fluid Donations

- A. When approved, employees will receive paid leave, not to exceed thirty (30) working days in a two (2) year period, for participating in life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. "Life giving procedure" does not include the donation of blood or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

- B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood platelets or fluids to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure. The Employer may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

### **16.8 Severe Inclement Weather and Natural Disaster Leave**

After consultation with an employee's supervisor and if it is determined that the employee is unable to report to work because of severe inclement weather or a natural disaster, the employee may adjust their schedule in accordance with Article 7 or the employee's leave will be charged in the following order:

- A. Any earned compensatory time unless this would result in the loss of their vacation leave;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year; and
- D. Leave without pay.

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

## **ARTICLE 17 LEAVE WITHOUT PAY**

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

- A. Family and medical leave-pregnancy disability leave ([Article 15](#));
- B. Compensable work-related injury or illness leave;
- C. Military leave;
- D. Volunteer firefighting leave;
- E. Military family leave;
- F. Domestic violence leave; and
- G. Holidays for a Reason of Faith or Conscience.

### **17.2 Holidays for a Reason of Faith or Conscience**

Leave without pay will be granted for holidays of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as

defined by [WAC 82-56-020](#) or the employee is not necessary to maintain public safety. This leave is in accordance with [RCW 1.16.050](#) and as provided below:

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [Chapter 82-56 WAC](#) or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday, personal leave or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

**17.3** Leave without pay may be granted for the following reasons:

- A. Educational leave;
- B. Child and elder care emergencies;
- C. Governmental Service Leave;
- D. Conditions applicable for leave with pay;
- E. Seasonal career employment;
- F. Voluntary leave in the state's Reduction-in-Force plan to reduce the effect of an agency reduction in force;
- G. Injury or illness which prevents the employee from returning within the FMLA time periods;
- H. Professional growth opportunity of immediate or future benefit to the agency;
- I. Sabbaticals; or

J. As otherwise provided for in this Agreement.

#### **17.4 Limitations**

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

- A. Compensable work-related injury or illness;
- B. Educational leave;
- C. Governmental Service Leave;
- D. Military;
- E. Volunteer fire fighting;
- F. Domestic violence leave;
- G. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability; or
- H. Leave taken under the provisions of [Article 15](#), Family and Medical Leave, Parental Leave – Pregnancy Disability Leave and Paid Family and Medical Leave.

#### **17.5 Returning Employee Rights**

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

#### **17.6 Military Leave**

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

#### **17.7 Educational Leave**

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

#### **17.8 Sabbatical**

Leave without pay may be granted for sabbatical for the purpose of professional employee growth. Sabbaticals may be taken for up to six (6) months every five

(5) years and may be split into three (3) month periods with management approval.

**17.9 Child and Elder Care Emergencies**

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

**17.10 Governmental Service Leave**

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

**17.11 Volunteer Firefighting Leave**

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

**17.12 Professional Growth Opportunity**

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

**17.13 Military Family Leave**

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

**17.14 Domestic Violence Leave**

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

**17.15 Loss of a Required License and/or Certification**

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

**17.16 Use of Paid Leave**

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

## ARTICLE 18 SAFETY AND HEALTH

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

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties.
- B. Employees will comply with all safety and health practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.
- C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 13](#), Sick Leave, when employees self-report a contagious health condition.
- D. The Unions will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

**18.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

**18.3** The Employer will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.

**18.4** Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of Union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the



appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

### **18.5 Ergonomic Assessments**

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

### **18.6 Air Quality Assessments**

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 18.4.

### **18.7 Medical or Psychological Examinations**

- A. The Employer retains the right to require employees to submit to medical and/or psychological examinations when the Employer determines an employee is incapable of performing their job.
- B. The Employer will contract with an examining professional to evaluate employees and provide a written report of whether the employee is fit or unfit for duty, and an expected prognosis and recovery period, if applicable. If the employee is deemed unfit, the employee will be placed on authorized leave without pay or paid leave at employee request. The Employer will work with the employee to determine if a reasonable accommodation can be made per [Article 33](#), Reasonable Accommodation and Disability Separation.

## **ARTICLE 19**

### **UNIFORMS, TOOLS AND EQUIPMENT**

#### **19.1 Uniforms**

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

#### **19.2 Tools and Equipment**

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

**19.3** The Employer will define with input from the Union and provide the necessary equipment to perform assigned work. At a minimum, the Department will hold two (2) Uniform/Equipment Committee Meetings per calendar year. The Chief or designee will have final approval on proposed changes to uniforms and equipment based upon Department need and feasibility. At a minimum, the Department will provide the following:

- A. Handgun;
- B. Belts and holsters;
- C. Shotgun;
- D. Patrol Rifle;
- E. Service ammunition;
- F. Handcuffs;
- G. Ballistic vest;
- H. Spotting scope;
- I. Binoculars;
- J. Two (2) flashlights;
- K. Three (3) complete winter uniforms;
- L. One (1) jumpsuit;
- M. All weather jacket;
- N. One (1) pair of non-insulated boots; and
- O. One (1) pair of insulated boots.

In addition, based on the Employee's assigned duties and geographic location, the Department may issue:

- A. Winter head gear;
- B. One (1) pair of winter gloves;
- C. One (1) pair of boat shoes;
- D. One (1) pair of snowshoes;
- E. One (1) pair of uniform shorts;
- F. One (1) set of raingear; and
- G. One (1) pair of hip boots and/or chest waders.

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

The Department agrees to pay for dry cleaning of class A and B uniforms or for the repair or replacement of defective or unserviceable uniform items, unless there was negligence on the part of the employee.

#### **19.4 Taxability**

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

#### **19.5 Personal Property Reimbursement**

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with [RCW 4.92.100](#) and applicable agency policies.

Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

## **ARTICLE 20**

### **DRUG AND ALCOHOL FREE WORKPLACE**

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

**20.2 Possession of Alcohol, Marijuana, and Illegal Drugs**

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

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

B. Employees may not use or possess marijuana in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business except when the premises are considered residences or the possession is required pursuant to a lawful investigation.

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

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

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

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

A. Employees required to be tested by the Federal Aviation Administration or United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the Federal Aviation Administration Regulations (14 CFR Part 107), U.S. Department of Transportation Rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing in accordance with agency policy. For the

purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms.

1. A post-firearm shooting drug and alcohol testing may be conducted for any shooting incident involving a person and/or for any accidental discharge of a firearm.
2. A post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

## **20.5 Reasonable Suspicion Testing**

- A. Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or others. Specific objective grounds must be stated in writing that support the reasonable suspicion.
- B. Referral  
Referral for testing will be made on the basis of specific written objective grounds documented by a supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances, marijuana, and/or alcohol.
- C. Testing
  1. When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.
  2. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance, marijuana or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

3. An employee who has a positive alcohol test, marijuana test, and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge based on the incident that prompted the testing.

## **20.6 Training**

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

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

## **20.7 Rehabilitation**

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

# **ARTICLE 21 TRAVEL**

**21.1** Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy. When determining whether or not a hotel stay for an employee who will be in travel status is warranted, the agency will take into consideration the health and safety of the employee traveling. This may include consideration of hazardous inclement weather, extraordinary number of hours worked, the nature of the work required, and/or other travel-related circumstances which could threaten the safety of the employee.

**21.2** Employees shall be notified upon hire of the necessity to use their personal vehicle for state business, if such use is on a regular/frequent basis. The Employer agrees to compensate employees in accordance with OFM regulations for the use of their personal vehicle when authorized in advance by the Appointing Authority or a designee. Employees shall not be required to ride in another employee's personal vehicle.

**21.3** Employees with permanently assigned vehicles may be permitted to park the vehicle at their home provided all necessary documentation has been reviewed and approved by the Employer and in accordance with the Office of Financial Management regulations.

## ARTICLE 22 MEALS

- 22.1** Employees shall be entitled to appropriate per diem while on duty for a continuous twelve (12) hours or more in a twenty-four (24) hour period while in travel status in accordance with OFM travel regulations. The amount of reimbursement shall be equal to the published OFM regulations.
- 22.2** Per diem for meals will not be reduced if the employee's travel schedule necessitates leaving before the breakfast is available or if an employee elects not to eat the continental breakfast provided as part of the lodging rate. A continental breakfast generally consists of juice, bread, and a hot beverage (typically coffee or tea). Fruit is sometimes included as part of the price or as a priced item.

## ARTICLE 23 UNIFORMED SERVICE SHARED LEAVE POOL

### **23.1 Purpose**

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

### **23.2 Definitions**

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

- A. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. "Military salary" includes base, specialty and other pay, but does not include allowances like the basic allowance for housing.
- C. "Monthly salary" includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. "Monthly salary" does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive

duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the president of the United States in time of war or national emergency.

### 23.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
  2. The employee has been called to service in the uniformed services.
  3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
  4. The employee's absence and the use of shared leave are justified.
  5. The employee has depleted or will shortly deplete their vacation leave and paid military leave allowed under [RCW 38.40.060](#).
  6. The employee has followed agency rules regarding military leave.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
  2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
  3. The donating employee may donate all or part of a personal holiday.

### 23.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.
- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for

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

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

**23.5** This Article is not subject to the grievance procedure in Article 29.

## **ARTICLE 24 OFFICIAL DUTY STATION**

**24.1** The parties agree that the permanent residence will be the official duty station.

**24.2** Permanent residence is defined as where an employee primarily lives and actually resides. The Employee will produce for inspection the following information upon request by the Chief:

1. Mailing address;
2. Utility and service bills;
3. Residence, rental or ownership agreement; and
4. Emergency data card (used by WildCom and WSP dispatch).

## **ARTICLE 25 OFF-DUTY CONDUCT**

**25.1** The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in state law or are



detrimental to the employee's work performance or agency by disrupting or presenting a reasonable probability of disruption to the Employer.

**25.2 Off Duty Employment**

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

**25.3** Law enforcement officers are employed in positions of public trust. Employees must act in a way on and off duty that maintains the trust and confidence of the community they serve and avoids damaging the reputation and trust WDFW Enforcement Program has with the public. Employees will continue to abide by the WDFW Law Enforcement Program Regulation Manual and WDFW policy regulations relating to off-duty conduct and off-duty employment.

**ARTICLE 26  
COMMUTE TRIP REDUCTION**

**Employees with King, Pierce, or Snohomish County Duty Station**

In addition to all other provisions of Article 26, upon request, all benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce, or Snohomish County will receive a card for travel on public transportation known as an "ORCA" card. Travel via ferry is specifically excluded from this benefit.

**ARTICLE 27  
DEFENSE AND INDEMNIFICATION**

**Employee Liability**

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the state, they have the right to request representation and indemnification through the Employer in accordance with [RCW 4.92.060](#) and [070](#) and agency policy.

**ARTICLE 28  
DISCIPLINE**

**28.1 Just Cause**

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

The parties agree that the Employer is required to make certain disclosures to prosecuting attorneys pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963). Even if the underlying facts surrounding the disclosure may give rise to discipline, the parties agree that the disclosure or subsequent prosecutorial designation will not be the sole basis for the discipline.

**28.2 Employee Privacy**

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

**28.3 Forms of Discipline**

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

**28.4 Use of Prior Discipline in Progressive Discipline:**

- A. Supervisory notes on an employee's job performance will not be used to support progressive discipline after 1 (one) year unless circumstances warrant longer retention. In such circumstances, supervisory notes will be usable for progressive discipline purposes for up to 2 (two) years. Supervisor notes are not considered "discipline" and therefore are not grievable.
- B. Oral reprimands and their related documentation will not be utilized for Progressive Discipline purposes after two (2) years, so long as there has been no subsequent discipline.
- C. Written reprimands and their related documentation will not be utilized for Progressive Discipline purposes after three (3) years, so long as there has been no subsequent discipline.
- D. Records of disciplinary actions involving reductions-in-pay, suspensions, or demotions, will not be utilized for Progressive Discipline purposes after five (5) years, so long as there has been no subsequent discipline.
- E. The employer retains the right to determine that discipline shall have no expiration date for progressive disciplinary purposes. Such as, discipline related to circumstances involving sexual harassment, excessive use of force, bias related incidents or criminal conduct shall have no expiration date for Progressive Discipline purposes, so long as the employee has not been exonerated of the primary misconduct in a disciplinary grievance, or the Employer has otherwise determined that the allegations of the primary misconduct are false. Upon request, the employer will provide reasoning for the determination to utilize discipline records for progressive discipline purposes.

**~~28.4~~28.5 Investigative Process**

- A. The Employer has the authority to determine the method of conducting investigations and develop and follow appropriate guidelines for conducting investigations, including the DFW Law Enforcement Program Administrative Investigation Regulation. The Employer will notify the Union of those guidelines and of any amendments, consistent with Article 44.5. The provisions of Article 28.4 and 28.5 shall apply only to investigations that may lead to discipline.

- B. Upon written request by the Union to the HR Director or designee, if an investigation lasts longer than forty-five (45) days from the date the employee was notified of the investigation, the Employer will notify the Union in writing of the current status of the investigation (for example: interviews pending, drafting of investigative report, waiting for analysis of data) and the Employer will provide an anticipated timeframe for completion. The Employer will provide its response to the Union's request for the current status of the investigation at least ten (10) days from the date of request by the Union. However, in the event the Employer does not respond to the Union's request for a status of the investigation within ten (10) days, the failure to meet this timeframe will not be a basis for challenging the disciplinary action or precluding admissibility of evidence.
- C. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification when the investigation is completed and that no discipline will be imposed.

**28.528.6****Investigatory Interviews**

- A. Unless exigent circumstances exist, the Employer will notify the employee at least forty-eight (48) hours in advance of an investigatory interview, including the time and location of the interview. The forty-eight (48) hours notification period may be waived upon mutual agreement of the parties. The notification will include the nature of the interview, the date of the incident (if known), and a summary of the allegations against the employee sufficient to reasonably apprise the employee of the nature of the investigation.
- B. The questioning shall be conducted at a reasonable hour, preferably when the employee is scheduled to work, unless the seriousness of the investigation requires otherwise. If such questioning occurs during a scheduled day off for the employee being questioned, the employee shall be compensated for such time in accordance with regular Employer procedures.

Any questioning session shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. Employees being questioned shall be allowed to attend to their own personal physical necessities as needed. Employees shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer questions.

- C. Upon request, an employee has to one union representative employed by the department, as well as the right to one union steward and a union business representative, or their designee at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union steward representative employed by the department as well as and a Union business

~~representative, or their designee at a pre-disciplinary meeting. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a Union representative at a pre-disciplinary meeting.~~ If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee, consistent with the law. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

- D. Employees have a duty to fully cooperate with an agency investigation. Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington and this Collective Bargaining Agreement.

The Employer will compel employees who are the subject of an administrative investigation(s) to fully participate in the investigatory interview(s).

- E. The Employer will allow a reasonable break for an employee participating in an investigatory interview.
- F. An employee shall not be compelled to prepare a response, written, or recorded statement pertaining to any use of deadly force. Employees involved in the use of deadly force shall be allowed to consult with a Union representative, and an attorney prior to being ordered to provide a statement regarding the use of deadly force. The employee will not be required to make any statement, written or otherwise, regarding the use of deadly force for seventy-two (72) hours after the incident. The affected employee may waive the requirement to wait seventy-two (72) hours.
- G. Nothing in this Agreement will prevent an employee from giving a public safety statement at the scene to preserve evidence, identify witnesses or otherwise protect officer and/or public safety. The parties agree that public safety statements are necessary to ensure public safety and scene integrity.
- H. Investigations shall be completed within one hundred eighty (180) calendar days. If the investigation cannot be completed within these timeframes, an extension may be granted in accordance with [Article 28.5 I or J](#). Investigations shall be deemed completed when the employee is advised of the Employer's contemplated discipline by issuance of a pre-disciplinary letter.
- I. Investigations may be extended due to reasonably determined, exigent circumstances beyond the control of the Employer. Such circumstances will be identified by the investigator and shall include the following:

1. Complexity of the investigation;
  2. Pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation;
  3. Unavailability of witnesses after reasonable efforts to locate;
  4. Undue delays in transcription of interview tapes;
  5. Delays caused by the Association or its representatives; and
  6. Emergencies.
- J. Investigations covered by Article 28.4 and 28.5 may also be extended if the Chief or Agency Director requests specific, additional investigation, and/or information and shall be only for such time reasonably necessary to complete the additional investigation. If at any time during an administrative investigation it appears the employee's actions or omissions may constitute criminal misconduct, the administrative investigation and timelines will be suspended and resume when it will not interfere with any criminal investigations. The Employer shall notify the Union and employee being investigated of any extension. The notification shall include information on when the Employer anticipates completing the investigation and a detailed explanation of the reasons for the extension. If the investigation is not completed by the anticipated completion date the notification shall be repeated.
- K. It is understood that a violation of the (180) calendar day timeline set forth in this Section shall not affect discipline being imposed by the Employer. However, the Union may raise issues of timeliness of investigations as a component of the applicable elements of just cause.

#### **28.628.7 Alternative Assignments**

An employee placed on an alternate assignment during an investigation will be informed of the reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation. Such a reassignment shall not result in the loss of base salary to the employee. The employee will not be prohibited from contacting their union representative(s) unless there is a conflict of interest, in which case the employee may contact another union representative. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified.

#### **28.728.8 Pre-Disciplinary Meetings**

Prior to imposing discipline, except oral or written reprimands, the Employer will offer the opportunity to schedule a pre-disciplinary meeting with the employee. Seven (7) Five (5) days prior to the pre-disciplinary meeting, Employees or the employer may mutually agree in a shorter timeframe to schedule the pre-

~~disciplinary meeting~~ The Employer will inform the employee and the Union of the reasons for the contemplated discipline and an explanation of the evidence and copies of written documents relied upon to take the action, including the Office of Professional Standards (OPS) investigative file. ~~Employees may request a shorter timeframe for the pre-disciplinary meeting.~~ The employee will be provided an opportunity to respond in writing or in person.

**~~28.8~~28.9 Notice Prior to Reduction in Pay or Demotion**

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

**~~28.9~~28.10 Ability to Grieve Specific Discipline**

The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 29](#), Grievance Procedure. Oral Reprimands, however, may only be processed through the agency head step of the grievance procedure.

**~~28.10~~28.11 Copy of Disciplinary Action Provided to Union**

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

**ARTICLE 29  
GRIEVANCE PROCEDURE**

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

**29.2 Terms and Requirements**

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

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

D. Failure to Meet Timelines

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

E. Contents

The written grievance must include the following information:

1. The nature of the grievance;
2. All pertinent facts or issues, including date of occurrence, upon which the grievance is based;
3. The specific article and section of the Agreement violated;
4. The specific remedy requested; and
5. The name and signature of the grievant(s) or the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

~~Grievants and no more than one (1) union representative employed by the department steward may attend written grievance meetings or a resulting arbitration hearing as part of their regular workday if held remotely. If held in person, the grievant and shop steward may be in on-duty status for the duration of the scheduled written grievance meeting or resulting arbitration hearing. On duty travel time will not be allowed. will not lose pay for attending grievance meetings or arbitration hearings held during their work time. Grievants and the union representative employed by the department Grievants will not lose pay for attending grievance meetings or arbitration hearings held during their work time. Grievants will not be paid for meetings held during their off-duty time.~~

- K. Consolidation  
The Employer may consolidate grievances arising out of the same set of facts.
- L. Bypass  
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- M. Discipline  
Disciplinary grievances will be initiated at the level at which the disputed action was taken.

### 29.3 Filing and Processing

- A. Filing  
A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

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

Even when informal discussions occur, the written grievance must be filed no later than the twenty-one (21) days described above.

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

- C. Processing

#### 1. Step 1: Chief or Designee:

If the issue is not resolved informally, the Union may file a written grievance with the Chief or designee, with a copy to the Human Resources Office within the twenty-one (21) day period described in 29.3 A.

The Chief or designee will meet (or if mutually agreeable confer by telephone), with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance and will respond in writing to the Union within fifteen (15) days after the meeting. With notice to the Chief or designee, one (1) additional union steward with knowledge relevant to the grievance may also participate in the conference, provided that the steward does so while in an unpaid status.



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

If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing the written grievance with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. Upon agreement of the parties, the agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the Step 3 grievance request. Management will provide a written response to the Union within fifteen (15) days after the meeting and if the remedies are denied the response will include an explanation.

**3. Step 3: Mediation or Pre-Arbitration Review Meeting:**

If the grievance is not resolved at Step 3, the Union may either file a request for mediation with Public Employment Relations Commission (PERC) or file a demand for a pre-arbitration review meeting (PARM) with a copy of the grievance and all responses attached.

**A. Request for Mediation**

The Union may choose to file a request for mediation with PERC in accordance with [WAC 391-55-020](#), with a copy to OFM State Human Resources Labor Relations Section (LRS) at the email address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the agency's Human Resources Office within fifteen (15) days of receipt of the Step 3 decision.

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

As an alternative to requesting mediation, the Union may request a PARM. The PARM shall be filed with the OFM State Human Resources Labor Relations Section (LRS) at the email address [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) and the agency's Human Resource Office within fifteen (15) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the pre-arbitration demand, the LRS will either:

- i. Schedule a pre-arbitration review meeting with the LRS Assistant Director or designee, an agency representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a request for an arbitration panel, consistent with Step 4 of this Article. ~~a demand to arbitrate the dispute with the American Arbitration Association (AAA), or Public Employment Relations Commission (PERC); or~~

- ii. Notify the Union in writing that no PARM will be scheduled. Within fifteen (15) days of receipt of this notice, the Union may file a demand to arbitrate the matter consistent with Step 4 of this Article to arbitrate the matter with the AAA, or Public Employment Relations Commission (PERC).

**4. Step 4: Arbitration:**

Filing Demand to Arbitrate

If the grievance is not resolved at Step 4, the Union may file a request for arbitration. The demand to arbitrate the dispute must be directly filed with the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC) with a copy sent to OFM State Human Resources Labor Relations Section (LRS) at the email address labor.relations@ofm.wa.gov within fifteen (15) days of the mediation session or PARM.

A. Selecting an Arbitrator

Arbitrators for discipline grievances shall be selected in accordance with State law. As to other grievances, tThe parties will select an arbitrator by mutual agreement or by alternately striking names from the list of arbitrators provided by the AAA or by request to the Public Employment Relations Commission (PERC) for a list of nine (9) arbitrators, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

B. Authority of the Arbitrator

- i. The arbitrator will:
  - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
  - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it; and
  - c. Not make any decision that would result in the violation of this Agreement;
- ii. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in

writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

- iii. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

C. Arbitration Costs

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

**ARTICLE 30**

**PERSONNEL FILES AND OFFICE OF PROFESSIONAL STANDARDS (OPS)  
FILES**

**30.1 Personnel Files and OPS Files**

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

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

- B. Only those employees who need to know the information shall be permitted access. Access to the files shall be limited to:
1. Employees requesting to examine their own file. Employees must have proper identification and examine their file in the presence of the Human Resources Director or designee. Employees shall not remove any material from their files, but may have the Human Resources Office provide a copy of the file. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.
  2. The Chief.
  3. The Deputy Chief and captains.
  4. A representative having written authorization from the employee.
  5. Agency supervisors and managers in the employee's direct chain of command.
  6. Staff employed by the agency whose official duties require access to personnel files and/or OPS files.
  7. Assistant Attorneys General assigned to the agency and their authorized staff (i.e. paralegal, tort investigator).

**30.2** When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least ten (10) calendar days in advance of the intended release date.

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

**30.4** Exonerations Removal of Documents

- A. Adverse mMaterial or information related to alleged misconduct that is determined to be false or is unsubstantiated and all such information in situations where the employee has been exonerated of misconduct or a different finding or conclusion has been entered will be ~~removed from~~ added to the employee personnel files upon employee request.

**30.5** Employee Review and Comment

This section applies to progressive discipline records. The employee shall be allowed to rebut such statements in writing (such rebuttal will be attached to the file copy of statement in the Personnel File and OPS File).

**30.6** Supervisory Notes

Upon request, Eemployees retain a right to review their supervisory notes- kept on their job performance. Access will be provided pursuant to 30.1.(B)(1).

- ~~B. — Written reprimands and their related documentation will be removed from an employee’s personnel file or WSP Office of Professional Standards file after two (2) years if:~~
- ~~1. — Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct;~~
  - ~~2. — There has been no subsequent discipline; and~~
  - ~~3. — The employee submits a written request for its removal.~~
- ~~C. — Records of disciplinary actions involving reductions in pay, suspensions or demotions, and written reprimands not removed after three (3) years, will be removed after five (5) years if:~~
- ~~1. — Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct;~~
  - ~~2. — There has been no subsequent discipline; and~~
  - ~~3. — The employee submits a written request for its removal.~~
- ~~D. — Performance evaluations will be removed from an employee’s personnel file after five (5) years if:~~
- ~~1. — Circumstances do not warrant a longer retention period; and/or~~
  - ~~2. — There have been no documented performance deficiencies in a subsequent performance evaluation; and~~
  - ~~3. — The employee submits a written request for its removal.~~
- ~~E. — Other material or information of an adverse nature will be removed from an employee’s personnel file after three (3) years if:~~
- ~~1. — Circumstances do not warrant a longer retention period; and/or~~
  - ~~2. — There have been no documented performance deficiencies in a subsequent performance evaluation; and~~
  - ~~3. — The employee submits a written request for its removal.~~
- ~~F. — Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate RCW41.06.450. Should the Employer retain documents after an employee has submitted a written request for removal, the employee will receive a notice in writing, within thirty (30) calendar days of the request, containing a list of material being retained.~~

~~G. Any disciplinary actions removed from an Employee's personnel file may not be considered for progressive purposes.~~

### ~~30.5 No Secret Files~~

~~Only one (1) official personnel file and one (1) OPS file shall be maintained on an employee. No secret personnel file or OPS file will be kept on any employee. This does not preclude a supervisor from maintaining notes on an employee's job performance for supervisory purposes.~~

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

## ARTICLE 31 REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION

### 31.1 Reasonable Accommodations

#### A. Safety Accommodations

1. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim or perceived victim of domestic violence, sexual assault or stalking (victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication pursuant to state law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.
2. A reasonable safety accommodation may include, but is not limited to:
  - a. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace

facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

- b. Leave pursuant to [Article 12](#), [Article 13](#) and [Article 17](#) may be considered a reasonable safety accommodation.
- c. The agency may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

B. Pregnancy Accommodations

- 1. For purposes of this section, “pregnancy” includes the employee’s pregnancy and pregnancy related health conditions.
- 2. A pregnant employee may request a reasonable accommodation, which may include any of the following:
  - a. Providing more frequent, longer, or flexible restroom breaks;
  - b. Modifying a no food or drink policy;
  - c. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee’s work station;
  - d. Providing seating or allowing the employee to sit more frequently if her job requires her to stand;
  - e. Providing for a temporary transfer to a less strenuous or less hazardous position;
  - f. Providing assistance with manual labor and limits on lifting;
  - g. Scheduling flexibility for prenatal visits; and
  - h. Any further pregnancy accommodation an employee may request, and to which an agency must give reasonable consideration in consultation with information provided on pregnancy accommodation by the Department of Labor and Industries or the attending health care provider of the employee.
- 3. The agency may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An agency may not claim undue hardship for the accommodations

listed above in (2)(a), (b) and (d), or for limits on lifting over seventeen pounds, and the agency may not request written certification for those same accommodation requests.

4. The agency will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
5. The agency, except for the limitations in (3) above, can require the employee to provide written certification from her treating health care professional regarding the need for a reasonable accommodation.
6. The agency does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

C. Disability Accommodations:

1. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
2. An employee who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the agency.
3. Employees requesting accommodation must cooperate with the agency in discussing the need for and possible form of any accommodation. The agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information disclosed to the agency will be kept confidential.
4. The agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. An employee may request a status update after thirty (30) days of their request for a reasonable accommodation. The Employer will provide a response to the employee within five (5) working days of the employee's update request.

### 31.2 Disability Separation

- A. An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated pursuant to 31.1 C above. Determinations of disability may be made by the agency based on



an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency must make a disability determination within a reasonable amount of time after the submittal of this paperwork. The agency can require an employee to obtain an independent medical examination at the agency's expense, including paid time, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations.

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

- B. The agency may separate an employee when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.
- C. An employee separated due to disability, will be placed in the General Government Transition Pool Program if they submit a written request for reemployment and have met the reemployment requirements of [WAC 357-46-090](#) through 105. Employees participating in the transition pool program shall have no right of appeal within the program.
- D. Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve their disability separation in accordance with [Article 29](#), Grievance Procedure, unless separation was at the employee's request. Upon written request, an employee who grieves a disability separation will be provided a copy of the medical information the agency used to make the disability separation determination.

## ARTICLE 32 SENIORITY

### 32.1 Definition

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

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

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one (1) of the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Article 33](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

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

### **32.2 Ties**

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

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

### **32.3 Semi-Annual Seniority List Posting**

The Employer will prepare and post a seniority list and provide a copy to the Union by April 15<sup>th</sup> and September 15<sup>th</sup> of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. The list will be arranged in descending order of seniority. For the purpose of this posting, the seniority list will not include military service credit. Employees

will have thirty (30) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct.

- 32.4** For purposes of layoff, the Employer will, at least thirty (30) days prior to the layoff or upon request by the Union, provide the Union headquarters with the seniority list adjusted for military service credit. without dates specified. The Union will provide the Employer with any known discrepancies in seniority as soon as known. The list will be arranged in descending order of seniority. The parties recognize that the list may change as new information is provided and therefore the parties agree that the list provided to the Union is an unofficial document intended only to supply general information based on DD214(s) on file with the agency.

### **ARTICLE 33 LAYOFF AND RECALL**

**33.1 Definition**

Layoff is an Employer-initiated action, taken in accordance with [Section 33.3](#) 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.

- 33.2** The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. Thirty (30) calendar days prior to any layoff, with the exception of those resulting from [Subsection 33.6](#) below, each affected the Employer will notify its respective union of its intent to lay off bargaining unit members. This notice shall include: the anticipated position(s) to be eliminated; an electronic list of the seniority of all bargaining unit employees including employee's job class and program; and a list of all known vacancies.

**33.3 Basis for Layoff**

Layoffs may occur for any of the following reasons:

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

**33.4 Voluntary Layoff, Leave Without Pay or Reduction in Hours**

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

### **33.5 Permanent, Non-Permanent and Probationary Employees**

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

### **33.6 Temporary Reduction of Work Hours or Layoff – Agency Option**

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week, up to thirty (30) calendar days, due to severe and inclement weather or natural disaster, unanticipated loss of funding, or lack of work. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The 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 severe and inclement weather or natural disaster. Employees will receive notice of seven (7) calendar days of a temporary layoff.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:
  - 1. Be paid any leave balance;
  - 2. Bump to any other position; or
  - 3. Be placed on the internal layoff list.
- D. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

### **33.7 Layoff Units**

- A. The layoff unit is defined as the WDFW Enforcement Program and is used for determining available options for employees who are being laid off.
- B. A reasonable commute for layoff purposes is considered to be approximately forty (40) miles from the employee's permanent duty station. If no option is available within the layoff unit, the search expands to the agency statewide.

### 33.8 Skills and Abilities

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

For the purposes of layoff, the Employer will use the most current completed position description form (PDF), reviewed, approved and signed by the appropriate chain of command, as the primary basis for determining the skills and abilities necessary to perform the duties of the position. Agencies will ensure that position description forms (PDF) accurately reflect the job duties of the position. The Union may challenge the use of any PDF within the bargaining unit that shows a significant change in the required skills and abilities for the position within three (3) months of the layoff notice.

### 33.9 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in [Article 32](#), Seniority, among the group of employees with the required skills and abilities as defined in [Section 33.8](#) of this Article. The Chief or designee will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided an option to a comparable position in descending order within the layoff unit. Once an option as described in 1 – 3 below is available and offered, no further formal option will be provided.

1. A funded, vacant position for which the employee has the skills and abilities, within their current job classification. If there are multiple funded vacancies within the layoff unit, the employee(s) will be afforded a choice of vacancies according to seniority and the required skills and abilities.
2. A funded, filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.
3. A funded, vacant position or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status, or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of the employees with the skills and abilities of the position(s).

- C. If a job classification in which an employee has previously held status has been abolished or revised, a cross-walk to the class series will be used to identify layoff options. The employee must have the skills and abilities of any identified positions(s).

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

### **33.10 Informal Options**

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

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

### **33.11 Notification to Employees With Permanent Status**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 33.6](#), employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice at the same time the employee is notified.
- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 33.6, 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 that 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 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.

### **33.12 Moving Expenses**

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

**33.13 Salary**

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

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

**33.14 Transition Review Period**

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

an extension. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired, whichever occurs first. Separation during, or extension of, the transition review period will not be subject to the grievance procedure in [Article 29](#).

### **33.15 Recall**

- A. The Employer will maintain layoff lists for each job classification that will include geographic availability. Permanent employees who are laid off will, at their request, have their name placed on the list for the job classification from which they were laid off and will indicate the geographic areas they are willing to accept employment. Additionally, employees may request to have their name placed on the layoff list for other job classifications in which they have held permanent status. An employee will remain on layoff lists for three (3) years from the effective date of their layoff.
- B. When a vacancy occurs within an Employer and when there are names on a layoff list, the Employer will fill the position in accordance with [Article 4](#), Filling of Vacancies. An employee who is offered a position two (2) times and refuses the offer each time will have their name removed from the layoff list. Once an employee accepts an offer, their name is removed from the layoff list for that classification unless returned to the list in accordance with other sections of this contract.

### **33.16 General Government Transition Pool Program**

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

### **33.17 Project Employment**

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in [Section 33.9](#), above.
- B. Permanent status employees who left their regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status. The employee's return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in [Section 33.9](#).



- C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

## **ARTICLE 34 MANAGEMENT RIGHTS**

**34.1** It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the agency and to command and direct the employees of the WDFW Enforcement Program in all aspects, except as specified in this Agreement. These rights include, but are not limited to, the following:

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

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

## ARTICLE 35

### LABOR MANAGEMENT COMMUNICATION COMMITTEE

#### 35.1 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.

#### 35.2 Committees

Labor Management Communication Committees will be established to discuss and exchange information of a group nature and general interest to both parties.

##### A. Composition

Labor Management Communication Committees will consist of up to four (4) employee representatives and up to four (4) Employer representatives.

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

##### B. Participation

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

2. Labor Management Communication Committee Meetings will be held virtually and if the meeting occurs during the employee's regularly scheduled work time the employee will have no loss in pay for the duration of the meeting.

##### C. Meetings

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

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

E. Scope of Authority

Committee meetings will be used for discussions and issue resolution only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The Employer will inform the Union of changes in policies that affect mandatory subjects and the Union may request bargaining on mandatory topics. Nothing in this Article or any committee's activities will be subject to the grievance procedure in [Article 29](#).

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

## ARTICLE 36 UNION ACTIVITIES

### 36.1 Staff Representatives

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

### 36.2 Union Stewards

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if their name does not appear on the list.
- B. Union stewards will be released during their normal working hours to attend meetings scheduled with management within the steward's designated area or facility, for the following representational activities:

1. Grievance meetings, including attempts at informal resolution; and/or
2. Investigatory interviews and pre-disciplinary meetings, in accordance with [Article 28](#), Discipline.

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

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

D. Travel time for Union business is not counted towards duty hours. No overtime, compensatory time or call-out pay shall be authorized for representational purposes. With approval, exceptions can be made on a case-by-case basis.

### **36.3 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 agency policy, availability of the space and with prior written authorization from the Employer.

B. Supplies and Equipment

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

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

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

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

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

#### **36.4 Bulletin Boards**

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

#### **36.5 Union Training**

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

#### **36.6 Contract Negotiations**

~~Each~~ The Union may designate no more than two (2) bargaining unit members who will serve as the negotiation committee and will be allowed to utilize up to ninety-six (96) total hours of combined duty hours for attend up to ten (10) negotiation sessions, agreed upon by the Union and management, without loss of pay. After the ninety-six (96) total hours of combined duty hours for negotiation sessions, have been utilized, management will approve use of vacation time, exchange time, leave without pay, or modify their 28-day working plan to exclude the additional hours if feasible. The Union will notify the State of those members who will be designated as the bargaining team. Travel time to and from

negotiations will not be compensated or considered worktime. No overtime, compensatory time or call-out pay shall be authorized for negotiations.

### **36.7 Contracts**

Employees will be allowed to bookmark and download a copy of the current Collective Bargaining Agreement on their agency computer.

### **36.8 New Employee Orientation/Access**

#### **A. Formal New Employee Orientation**

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

#### **B. Other New Employee Orientations**

When the Employer provides formal new employee orientation on-line or one-on-one, or if the Union did not present information at the formal new employee orientation described in A above, the Union will be given the opportunity to make an appointment with the new employee for not less than thirty (30) minutes during the new employee's regular work hours and at the employee's regular worksite, or for thirty (30) minutes by phone or other electronic means, or at a time and location mutually agreed to by the Employer and the Union to provide information about the Union and the Agreement.

C. The opportunity for contact under either A or B above must occur within ninety (90) days of the employee's start date within the bargaining unit.

D. No employee will be required to attend the meetings or presentations by the Union.

### **36.9 Information Requests**

The Employer agrees to provide the Union, upon written request, access to available materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. 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. 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 representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for the receipt of the information.

## ARTICLE 37 UNION DUES DEDUCTION AND STATUS REPORTS

### 37.1 Union Dues

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

### 37.2 Notification

- A. When the Employer hires, transfers, or promotes an employee into a classification represented by the Union, the Employer will notify the Union of that hire, transfer or promotion.
- B. 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. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. New employees will also be subject to the provisions of [Article 36.8](#). The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

### 37.3 Dues Cancellation

An employee may cancel payroll deduction of dues by written notice to the Union. After the Employer receives confirmation from the Union that the employee has revoked authorization for deduction, the cancellation will become effective not later than the second payroll after receipt of the notice.

### 37.4 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 on account of compliance with this Article and any issues related to the deduction of dues.

### 37.5 Employee Status Reports

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

## ARTICLE 38 CLASSIFICATION

### 38.1 Classification Plan Revisions

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

### 38.2 Position Review

#### Employee Initiated Review:

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

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

### 38.3 Effect of Reallocation

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



1. If the employee has performed the higher level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
  2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in [Article 33](#), Layoff and Recall, of this Agreement applies. If the employee is appointed, they must serve a trial service period.
- B. Reallocation to a Class with an Equal Salary Range Maximum
1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
  2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 33](#) of this Agreement applies.
- C. Reallocation to a Class with a Lower Salary Range Maximum
1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
  2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 33](#) of this Agreement applies.

#### **38.4 Salary Impact of Reallocation**

An employee whose position is reallocated will have their salary determined as follows:

- A. Reallocation to a Class with a Higher Salary Range Maximum  
Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. At the time of the reallocation, the agency head or designee may authorize an increase of the base salary up to a total of ten percent (10%). The base salary not to exceed the top of the range.
- B. Reallocation to a Class with an Equal Salary Range Maximum  
The employee retains their previous base salary.

- C. Reallocation to a Class with a Lower Salary Range Maximum  
The employee will be paid an amount equal to their current salary until the new salary range equals the employee's pay at the time of reallocation.

- 38.5** Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in Article 29.

## ARTICLE 39 COMPENSATION

### 39.1 General Service Pay Range Assignments

~~Effective July 1, 2021, all salary ranges and steps shall remain at the amount that was in effect on June 30, 2021, as shown in Compensation Appendix A. Effective July 1, 2022, the salary schedule shall be as shown in Compensation Appendix A-1.~~

A. Effective July 1, 2023, each position will continue to be assigned to the salary grid as it was assigned on June 30, 2023, per Appendix A.

B. Effective July 1, 2023, the base salary range shall be increased by four percent (4%), as shown in Compensation Appendix A.

C. Effective July 1, 2024, the base salary range shall be increased by three percent (3%), as shown in Compensation Appendix A-1B.

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

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level rank will be notified in writing and will be placed at the base salary of the higher level rank. The increase will become effective on the first day the employee was performing the higher level duties.

### 39.3 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate rank and base salary.
- B. In the event the Employer creates new classifications during the term of this Agreement, the Union may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to base salary if a change in pay is proposed.

### 39.4 Salary Adjustments

The Employer may adjust an employee's base salary to address issues that are related to recruitment, retention, or other business-related reasons. Such an increase may not result in a salary increase greater than the maximum base salary.

**39.5 Demotion**

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

**39.6 Transfer**

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same rank. Transferred employees will retain their current base salary. If the previous base salary exceeds the new base salary, the employee's base salary will be set to the new range maximum.

**39.7 Reassignment**

Reassignment is defined as an agency-initiated move of an employee from one (1) position to another in the same rank. Upon reassignment, an employee retains their current base salary.

**39.8 Reversion**

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

**39.9 Relocation Compensation**

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

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

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

**39.10 Salary Overpayment Recovery**

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

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee, which will include the following items:
1. The amount of the overpayment;
  2. The basis for the claim; and
  3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback  
The employee must choose one (1) of the following options for paying back the overpayment:
1. Voluntary wage deduction;
  2. Cash; or
  3. Check.
- The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency.
- C. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
- D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- E. Appeal Rights  
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 29](#) of this Agreement.

### **39.11 Assignment Pay Provisions**

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

- A. The Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Sergeants are approved for assignment pay are identified in Compensation Appendix ~~B~~C.

- C. All Assignment Pay Rates and Notes are attached as Compensation Appendix **BC** to this Agreement.

**39.12 Wildlife Service Dog (WSD) and Equestrian Maintenance**

The handler may log one hour of WSD maintenance or Equestrian maintenance for the care and maintenance of the assigned dog or horse(s) for each duty day worked by the handler within the twenty-eight (28) day one hundred seventy-one (171) hour cycle. Additionally, the Employer agrees to compensate WSD and Equestrian handlers twenty-five dollars (\$25.00) per approved SDO identified in the twenty-eight (28) day detachment plan(s), not to exceed eight (8) per twenty-eight (28) day cycle.

**39.13 Geographic~~King County~~ Premium Pay**

Employees assigned to a permanent duty station in King County, Pierce County or Snohomish County will receive ~~five (5) percent~~ Premium Pay calculated from their base salary. When an employee is no longer permanently assigned to a ~~King County~~ duty station within an eligible county they will not be eligible for this premium pay.

<u>County</u>	<u>Percent of Base Rate</u>
<u>King</u>	<u>Five percent (5%)</u>
<u>Snohomish</u>	<u>Three percent (3%)</u>
<u>Pierce</u>	<u>Two percent (2%)</u>

**39.14 Paid Family Medical Leave (PFML) Insurance Program Premiums**

The Employer will deduct premium amounts from the wages of each employee in accordance with RCW 50A. The Employer will not pay any portion of the employee’s share of the premium for family leave or medical leave benefits, or both.

**39.15 Education Incentive**

- A. The following monthly education incentive pay will be paid to each employee upon completing the listed degree and providing proof of completion to the Agency:
  - 1. Associate Degree: two percent (2%)
  - 2. Bachelor Degree: four percent (4%)
- B. The above percentages will be based upon the employee’s base salary.
- C. An employee will be entitled to one (1) education incentive pay only.
- D. Degrees must be from an accredited institution of higher education.

**39.16 New Section. Longevity Premium Pay**

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

- A. Three percent (3%) longevity pay based upon the top pay step of the Salary Schedule shall be added to the salaries identified in the applicable Appendix for all employees with five (5) through nine (9) years of commissioned service as an DFW enforcement officer.
- B. An additional two percent (2%) longevity pay shall be added for all employees with ten (10) through fourteen (14) years of commissioned service as an DFW enforcement officer.
- C. An additional two percent (2%) longevity pay shall be added for all employees with fifteen (15) through nineteen (19) years of commissioned service as an DFW enforcement officer.
- D. An additional two percent (2%) longevity pay shall be added for all employees with twenty (20) through twenty-four (24) years of commissioned service as an DFW enforcement officer.
- E. An additional one percent (1%) longevity pay shall be added for all employees with twenty-five (25) or more years of commissioned service as an DFW enforcement officer.

**39.17 New Section. Lump Sum**

Each bargaining unit employee shall receive a lump sum of two thousand dollars (\$2,000.00). The lump sum payment will be reflected in the employee's July 25, 2023 paycheck subject to all required state and federal withholdings.

**ARTICLE 40  
STRIKE AND LOCKOUT PROHIBITION**

- 40.1** Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.
- 40.2** The Employer may discharge and/or discipline any employee who violates Section 43.1, above. No employee shall be entitled to pay and/or benefits for the period in which they engaged in any strike, slowdown or work stoppage.
- 40.3** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 40.4** No lockout of employees shall be instituted by the Employer.

**ARTICLE 41  
WORK-RELATED INJURY OR ILLNESS**

**41.1 Compensable Work-Related Injury or Illness Leave**

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees

who take vacation leave, sick leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave, sick leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

#### **41.2 Assault Benefits**

The Employer will follow the provisions of [RCW 72.01.045](#) and agency policy with respect to employees of the Departments of Social and Health Services and Veterans Affairs who are victims of assault by residents or patients. The Employer will follow the provisions of [RCW 72.09.240](#) and agency policy with respect to employees of the Departments of Corrections who are victims of assault by offenders.

#### **41.3 General Provisions**

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 17.1, the Employer may separate an employee in accordance with [Article 31](#), Reasonable Accommodation and Disability Separation.

#### **41.5 Return to Work**

- A. If an Employee becomes temporarily disabled, they may be eligible to return to work in a modified duty assignment. The assignment may permit the Employee to work within the program in a modified capacity at the current rate of salary.
- B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. Possible assignments will be based upon program needs and the employee's limitation(s). Assignments may be denied when an employee is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the Chief or designee determines that there is insufficient need for the assignment. The Chief or designee's decision is final and is not subject to [Article 29](#), Grievance Procedure.
- C. Modified duty assignments must be presented to the Chief by the Captain or designee within seven (7) days of written submission and will only be considered when the request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting employee and to their chain of command and will require a physician's approval that the employee is able to perform the modified duties.
- D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by this Agreement. Employees in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive marked patrol vehicles unless authorized by the Chief or designee.

E. Non Work-Related Injury or Illness

Nothing in this article precludes an employee who becomes temporarily disabled due to a non work-related illness or injury from requesting to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the employee's responsibility. The opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. The Chief's decision is final and is not subject to [Article 29](#), Grievance Procedure.

**ARTICLE 42****PRESUMPTION OF RESIGNATION****42.1 Unauthorized Absence**

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

**42.2 Notice of Separation**

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

**42.3 Petition for Reinstatement**

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

**42.4 Grievability**

Denial of a petition for reinstatement may be processed only through the agency head step of the grievance procedure in [Article 31](#).

**ARTICLE 43****AGENCY POLICIES**

**43.1** The Employer agrees, prior to making any change in written agency policy that is a mandatory subject of bargaining not otherwise covered by this Agreement, to notify the Union and satisfy our collective bargaining obligation in accordance with Section 44.5 of this Agreement.



- 43.2 Agencies will provide to the Union any policies or updates to existing policies affecting the represented employees at least fourteen (14) calendar days prior to implementation.

## **ARTICLE 44 ENTIRE AGREEMENT**

- 44.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005, is null and void, unless specifically preserved in this Agreement.
- 44.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 44.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 44.4 During the negotiations of this Agreement, each party had the opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter specifically referred to or covered in this Agreement.
- 44.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

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

## **ARTICLE 45 SAVINGS CLAUSE**

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

## ARTICLE 46 POSTING OF AGREEMENT

The Employer will post the Agreement electronically, available for downloading as per [Article 36](#), Union Activities.

## ARTICLE 47 DURATION

- 47.1 All provisions of this Agreement will become effective July 1, ~~2021~~2023, and will remain in full force and effect through June 30, ~~2023~~2025.
- 47.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2022~~2024, and no later than January 31, ~~2022~~2024. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties. This Agreement shall remain in full force and effect during the negotiations for any successor Agreement, but shall remain in effect for no more than a total of three (3) years.

**COMPENSATION APPENDIX A**  
General Service Salary Schedule

\*Placeholder

**COMPENSATION APPENDIX ~~A-1B~~**  
General Service Salary Schedule

\*Placeholder

## COMPENSATION APPENDIX **BC** ASSIGNMENT PAY (AP)

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in percentage of base salary or a specific dollar amount. 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 Sergeants	388E	See References	

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

REFERENCE #37D: Certified instructors of defensive tactics, tactical advanced first aid (excluding basic first aid/AED training), firearms, boating safety, MOCC, and EVOC, will be compensated an additional ten dollars (\$10.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to WDFW Enforcement staff at trainings authorized by the Chief.(Eff 7/05; Rev 7/07; 7/17, 7/22)

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### GROUP B

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

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

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### Group C

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REFERENCE #29: Upon review and approval from the OFM State Human Resources, employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees, which would severely impair the effective operation of the agency, will be compensated a percentage increase as detailed within the Group C listing. (Eff. 5/01; Rev. 7/17)

~~A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
TEAMSTERS 760~~

Diversity, Equity and Inclusion

~~The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all citizens. 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 to everyone.~~

~~The Office of Financial Management will be engaged in an enterprise wide effort with state agencies to reassess training, policy complianey, and data reporting toward the goal of creating a more respectful, diverse, equitable, and inclusive work environment. The Union can be a vital partner in reaching this goal. To that end, as agencies modify their policies to support this work, the Union, whether through informal discussions at 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 by the agencies.~~

~~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.~~

~~Dated August 18, 2020~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Siobhan Murphy, OFM  
Labor Negotiator~~

~~Richard Salinas, Teamsters 760  
Business Representative~~

**B. — MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
TEAMSTERS LOCAL 760**

**Wage Agreement, Classification and Compensation Reclassification Committee and  
Limited Reopener**

**Wage Agreement**

The State of Washington and Teamsters Local 760, herein referred to as “the parties,” agree that effective July 1, 2021 all salary ranges and steps of the General Service Salary Schedule for Sergeants shall remain at the amount that was in effect on June 30, 2021, as shown in Appendix A.

**Classification and Compensation Reclassification Committee**

The parties agree to form a Classification and Compensation Reclassification committee. The intent of the committee is to review and discuss possible changes to the current classification and compensation structure of the Fish and Wildlife Enforcement classes. Membership will consist of DFW management from headquarters, OFM/State HR Labor Relations Section and Class and Comp Section as appropriate, union leadership and representatives selected by the union. The first meeting will convene approximately January 2021.

**Limited Reopener**

At the request of either party, the parties will reopen Article 39 — Compensation and Appendix A of this 2021-2023 Collective Bargaining Agreement solely for the purpose of bargaining compensation for fiscal year 2023. The request to bargain must be received by State Human Resources/Labor Relations Section by May 1, 2021. Bargaining will begin no later than July 1, 2021. All applicable provisions of Chapter 41.56 RCW including bargaining deadlines, dispute resolution, financial feasibility and legislative funding will continue to apply to the reopener bargaining.

Nothing in this Memorandum of Understanding should be construed as establishing a past practice or creating any future obligation other than what is contained in this agreement.

**This memorandum of understanding shall expire on June 30, 2023**

**Dated August 20, 2020**

For the Employer

For the Union

/s/

/s/

\_\_\_\_\_  
Siobhan Murphy, OFM  
Labor Negotiator

\_\_\_\_\_  
Richard Salinas, Teamsters 760  
Business Representative

~~C. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
TEAMSTERS LOCAL 760~~

~~COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past 18 months, have made a difference and have altered the course of the pandemic in fundamental ways.~~

~~It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the Governor's proclamation 21-14.1.~~

~~**In recognition of the above, the parties agree to the following:**~~

- ~~1. All employees will take the necessary steps to be fully vaccinated by **October 18, 2021**, or be approved for an accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.~~
- ~~2. Employees who have difficulty accessing vaccinations, due their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites with available appointments.~~
- ~~3. **Exemption process:**~~
  - ~~a. The Employer will provide employees instructions and a list of all necessary materials that need to be submitted to process an exemption.~~
  - ~~b. Employees will inform their supervisor or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption. The Employer requests that employees submit necessary materials no later than **Monday, September 13, 2021**. Requests received after this date will not be subject to the provisions contained in Section 6b. However, the Employer will continue with processing requests received up to October 18, 2021.~~
  - ~~c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.~~
  - ~~d. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or they will be subject to non-disciplinary separation.~~



- e. ~~The Employer will notify all employees that discrimination or retaliation based on an employee seeking an exemption is strictly prohibited as a matter of policy.~~

#### ~~4. Accommodations for medical or religious exemptions~~

- a. ~~Employees with approved medical and religious exemptions and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.~~

~~Consistent with current practice, all information disclosed to the Employer will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.~~

- b. ~~Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.~~
- c. ~~The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.~~
- d. ~~In the event that an accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation as stated in 3(d).~~

#### ~~5. Paid leave~~

- a. ~~Employees will be allowed a reasonable amount of paid time for the employee to travel and receive each dose of COVID-19 immunization. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination.~~
- b. ~~When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.~~
- c. ~~If the employee's accrued sick leave is under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment. This shared leave shall not be credited as described above (b.).~~
- d. ~~After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.~~

#### ~~6. Conditions of Employment~~

- a. ~~If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the employee may use accrued vacation leave and/or may utilize leave without pay until their retirement date. This provision expires on December 31, 2021.~~
  - b. ~~If an employee has initiated their exemption request by September 13, 2021 and it is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided. If an employee's exemption request has been approved but an accommodation has not been identified, the employee may use a combination of annual leave and leave without pay after October 18, 2021. If the exemption request is denied or an accommodation is not available, the employee may use a combination of annual leave and leave without pay for up to forty-five (45) days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully vaccinated within the 45-day period will result in non-disciplinary separation.~~
  - c. ~~If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) days and retains the right to return to their previous position provided the employee has become fully vaccinated and the employer has not permanently filled their previous position. This provision expires on November 17, 2021.~~
  - d. ~~If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.~~
  - e. ~~Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated. Any applicant who applies to a vacancy and is offered a conditional offer of employment will be subject to the background investigation mandated by RCW 43.101.095, and any other requirements for employment for the position.~~
7. ~~Leave without pay taken in accordance with this MOU will not impact seniority dates.~~
8. ~~**Workload Impacts of Separations:** The agency will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. Due to public and staff safety concerns the content to these plans will not be made public without mutual written agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.~~

~~The assignment of overtime due to staffing shortages will be assigned in accordance with the collective bargaining agreement.~~

9. ~~The State agrees that, if, during the impacts of this MOU, if the Employer agrees to give the Fish and Wildlife Officers' Guild (FWOG) additional compensation related to vaccinations, or receives additional Leave time related to vaccinations, the State will~~

~~extend that same benefit to WDFW Sergeants, Local 760-represented employees on the same terms and on the same effective date. The Parties agree that this "Me-Too Clause" will remain in effect until December 31, 2021 and will sunset on such date.~~

~~The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.~~

~~Dated: November 29, 2021~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Siobhan Murphy, Labor Negotiator  
OFM/State Human Resources~~

~~Rick Salinas, Business Representative  
Teamsters 760~~

**A. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**TEAMSTERS LOCAL 760**

**Body Worn Cameras Limited Reopener**

The Department of Fish and Wildlife (DFW) is interested in utilizing Body Worn Cameras (BWC) for their Enforcement Officers. DFW is pursuing additional funding during the next legislative session to support the infrastructure needed to manage a BWC Program. If funding is provided, DFW will be creating a BWC Policy and Procedure. Depending on legislative funding outcomes, DFW anticipates having officers begin to wear BWC during the successor agreement. Based on this, the parties have agreed to a Limited Reopener to address the impacts of a BWC Program.

**Limited Reopener**

At the request of either party, the parties will reopen Article 39 – Compensation and Appendix A of this 2023-2025 collective bargaining agreement solely for the purpose of bargaining the impacts of Body Worn cameras for fiscal year 2024. The request to bargain must be received by State Human Resources/Labor Relations Section by July 15, 2023. Bargaining will begin no later than July 30, 2023. All applicable provisions of Chapter 41.56 RCW including bargaining deadlines, dispute resolution, financial feasibility and legislative funding will continue to apply to the reopener bargaining.

Nothing in this memorandum of understanding should be construed as establishing a past practice or creating any future obligation other than what is contained in this agreement.

**This memorandum of understanding shall expire on September 30, 2023.**

**Dated August 23, 2022**

For the Employer:

For the Union:

/s/

/s/

Hannah Hollander, Labor Negotiator  
OFM/SHR/Labor Relations

Richard Salinas, Business Representative  
Teamsters Local Union No. 760

**B. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**TEAMSTERS LOCAL 760**

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Teamsters Local 760 is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Teamsters Local 760 which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice and required by law under RCW 39.26.340 and RCW 39.34.240 when an agency shares category 3 or higher data that a written DSA must be in place. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, and status reports as set forth in the collective bargaining agreement and covers both Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

(3) Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

(4) Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

**In recognition of the above, the parties agree to the following:**

The Employer and Teamsters Local 760 strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

**The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.**

**Dated August 22, 2022**

For the Employer:

For the Union:

/s/

/s/

Hannah Hollander, Labor Negotiator  
OFM/SHR/Labor Relations

Richard Salinas, Business Representative  
Teamsters Local Union No. 760

**C. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**TEAMSTERS LOCAL 760**

**Safety and Health**

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.

All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention, or be approved by the employer for a medical or religious exemption and accommodation, as a condition of employment.

For any employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, to include any boosters recommended by the U.S. Centers for Disease Control (CDC) based on their age, between January 1, 2023 and December 31, 2023, shall receive a one thousand dollar (\$1000.00) one-time lump sum payment beginning July 1, 2023, which will be provided as soon as practicable based upon their agency's human resources/payroll process. The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings.

Eligibility for the lump sum payment will be based upon:

- a) The position in which the work was performed on the date the up-to-date status is verified,  
or
- b) If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.

Employee will receive the lump sump payment only once during their employment with the State.

**Dated August 22, 2022**

For the Employer:

For the Union:

/s/  
\_\_\_\_\_  
Hannah Hollander, Labor Negotiator  
OFM/SHR/Labor Relations

/s/  
\_\_\_\_\_  
Richard Salinas, Business Representative  
Teamsters Local Union No. 760