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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**FISH AND WILDLIFE OFFICERS' GUILD**

**EFFECTIVE**

**JULY 1, 2023 THROUGH JUNE 30, 2025**



**2023-2025**

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**FISH AND WILDLIFE OFFICERS' GUILD (FWOG)**  
**2023-2025**

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## Memoranda of Understanding

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## SIGNATURE PAGES

**ARTICLE 1**  
**RECOGNITION CLAUSE**

**1.1 Recognition**

In accordance with the actions of the Washington Public Employment Relations Commission (PERC) on April 7, 2020, the State of Washington (“Employer”) recognizes the Fish and Wildlife Officers Guild (“Guild”) as the exclusive bargaining representative for all employees in the classifications covered by this Agreement, as identified in Section 1.2 of this Article for the purpose of establishing terms and conditions of employment in accordance with the provisions of [RCW 41.56](#).

**1.2 Bargaining Unit**

The Washington PERC shall determine which commissioned officers shall be included within the bargaining unit. This Agreement does not cover any statutorily excluded positions.

**ARTICLE 2**  
**NON-DISCRIMINATION**

**2.1** The Employer and the Guild 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 Guild may request the grievance process be continued. Such request must be made within seven (7) calendar days of the employee and the Guild 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) does not include any employee who has not had a minimum of two (2) 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 21](#), 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.

Officers and Officers receiving detective pay must establish a permanent residence within twenty (20) miles of the legal boundary of a city or cities and/or within geographic boundaries as designated by the Chief or designee during the bid process. Residency requirements established prior to July 1, 2017, will remain in

effect. If an employee is in the position whose residency requirement was established prior to July 1, 2017, the employee may request that the Chief or designee establish a new residency requirement utilizing the provisions of this subsection. The Chief or designee will select a city or cities 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 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).

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\(K\)\(1\)](#). 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 FWOOG Legal Counsel. Those supported by the FWOOG Legal Counsel 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 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](#).
- 4.3** 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.
- 4.4** A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the Agency.
- 4.5** 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.
- 4.6** 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 their 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 as identified in Section B. 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. With the exception of FWOOG, before converting a non-permanent appointment into a permanent appointment, Article 3, Bid System, 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. The classification for this "in-training" designation shall be the "Recruit" identified in Appendix A.
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, but in no event (absent an agreement with the Guild) will the trial service period last longer than eighteen (18) months).
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-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 alleged misconduct will not be documented in future performance evaluations.

## **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 an Officer is in-service with their primary dispatch center and the records management system unless an exception is approved by a supervisor. 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 officers, 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. For officers not receiving assignment pay for an extended work period, the designated work period is one hundred and sixty (160) hours in thirteen (13) twenty-eight (28) day periods per year.
- B. Planning Meeting  
Bargaining unit members will participate in a monthly detachment or unit planning meeting, either in-person or by utilizing other technological means as determined and coordinated by the supervisor. The detachment or unit will identify and prioritize detachment or unit work to determine methods, times, locations, and days

off. Based on program needs, each supervisor has the authority to make final decisions necessary to plan and schedule the time, place and methods of the work to be performed by employees of their detachment or unit; however, supervisors will attempt to meet officers' personal needs. A twenty-eight (28) day regional plan will be drafted. These plans may be modified periodically, without penalty, with approval of the Supervisor.

C. Days Off

Officers will request days off as Scheduled Days Off (SDO) at the planning meeting. Supervisors may deny requests for days off to provide for and schedule patrol priorities. When the supervisor has approved requests for SDOs, they may be cancelled by the supervisor within seventy-two (72) hours' notice without incurring callback pay. If a SDO is cancelled with less than seventy-two (72) hours' notice, the Department will compensate the officer in accordance with [Section 38.13](#) of [Article 38](#), Compensation. Additional hours worked on a cancelled SDO will be compensated at the regular rate of salary and will be part of the normal one hundred seventy-one (171) hour work period. Officers wishing to change a SDO must also provide seventy-two (72) hours' notice to their supervisor. Approvals with shorter notice may be granted by mutual agreement between the supervisor and the officer. Cancellation of a SDO by the supervisor will not result in callback compensation. Officers that wish to adjust SDOs may request those changes in advance from their supervisor. Officers will normally work at least four (4) weekend days (Saturday or Sunday) each work period consistent with the twenty-eight (28) day detachment or unit plan as identified in Subsection B of Article 7.5. Normally, four (4) of the SDOs in a twenty-eight (28) day period will be weekend days; however, supervisors may approve additional weekend days off. Non-weekend days off will be consecutive unless otherwise selected by the officer. Officers who do not participate in the planning process may have their days off unilaterally set by their supervisor.

D. 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 7.2](#) D may be approved by the Sergeant, or in the Sergeant's absence, the Captain or Deputy Chief.

E. Meal Periods

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.

F. Bona Fide Emergency

A bona fide emergency is an unforeseen circumstance that requires immediate action by the officer. In the event of a bona fide emergency and when the officer's actual supervisor or designated supervisor (other Sergeants or the Captain) within the region is not available to grant approval, an officer may exercise discretion in determining the need to work time not previously designated on their schedule. Not later than the next working day, the Officer will report to their actual or designated supervisor the nature of bona fide emergency justifying the schedule modification. Such modification may qualify for callback in accordance with [Section 38.13](#).

**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 not 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:

1. 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.
2. 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 (FLSA).
- 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.

## **ARTICLE 9**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

- 9.1** The Employer and the Guild 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 Guild agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Guild will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Guild 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.

## **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.
- 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. For employees who do not have a Monday-through-Friday work schedule:
  - 1. When a recognized holiday, as provided in Subsection 11.1 of this Article, falls within an employees assigned duty hours, those hours will be considered the holiday for overtime pay purposes.
  - 2. In the event an employee is assigned to work the weekend adjoining a recognized holiday, but does not work the holiday, one of those days will be designated as the holiday for overtime pay purposes.
- 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. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday provided:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice; and
  - 2. The number of employees selecting a particular day off does not prevent the Agency from providing continued public service.



- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity. Failure to do so cannot be used as the basis for denial of time off.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to eight (8) hours.
- G. 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 B, C and D above.
- H. 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 Act, [RCW 49.77](#); or
  3. Leave as required by the Domestic Violence Leave Act [RCW 49.76](#).

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

## 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**

<b>Full Years of Service</b>	<b>Hours Per Year</b>
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)
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 Family Care**

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

**12.7 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.

**12.8 Domestic Violence Leave**

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

**12.9 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.

**12.10 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.

**12.11 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.

**12.12 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 employee 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 their 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 Subsection 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 Subsection 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 Subsection 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 Subsection 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. 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 [Subsection 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 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

**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 Guild.

**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.
  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 [RCW 26.50.010](#); 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. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under Section 14.3 of this Article.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsection 14.3(A)(1) or Subsection 14.3(A)(4) of this Article.
- D. 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.
- E. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under Subsection 14.3(A)(3) of this Article.
- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.
- G. The employee has abided by agency policy regarding the use of sick leave and vacation leave if the employee qualifies under Subsection 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;
  - 2. Has been called to service in the uniformed services;
  - 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 [RCW41.04.005](#), 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, personal holiday, and personal leave day reserves if the employee qualifies under Section 14.3(A)(1) 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 Subsection 14.3(A)(2). 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; or
  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). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or
  4. Personal holiday, vacation leave, personal leave day, compensatory time and sick leave if the employee qualifies under Subsection 14.3(A)(5). The employee is not required to deplete all of their accrued vacation 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 Subsection 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 Subsection 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 Subsection 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 Subsection 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. 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 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 , 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 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 a 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 FMLA 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.
- F. 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.
- G. 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 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; or
- 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 subsection, 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.
  - 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 17.13](#); 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, Employee and Guild 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 Guild 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 Guild and employer-selected members. The number of employees selected by the Guild 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 Guild 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 Subsection 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 31](#), Reasonable Accommodation and Disability Separation.

### **18.8 COVID-19 Vaccination**

- A. All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated, not to include booster shots) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention (CDC), or be approved by the employer for a medical or religious exemption and accommodation, as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to separation.
- B. Employees who voluntarily choose to be boosted will be eligible for a one-time lump sum per [Article 38.25](#).
- C. Any former employee whose employment with the WDFW ended for failure to comply with Proclamation 21-14.1 be fully vaccinated, who provides verification of vaccination becomes fully vaccinated as defined in this section A herein may apply for any open position in their previous job class for which they are otherwise qualified under the process outlined in WDFW policy and this agreement, and if rehired, will be eligible for all benefits, including any available longevity incentives or booster incentives, as provided for and subject to the terms of in this contract, including any longevity incentives or booster incentives that may still exist.
- D. The parties to this collective bargaining agreement expressly agree that there is ongoing litigation between the parties (PERC, Arbitration, Court action) as a result of Proclamation 21-14.1 and its implementation. The parties preserve all arguments in the current pending litigation and PERC cases between the parties regarding these issues. Section A is subject to re-opening based upon final adjudication of such litigation (e.g., PERC, Arbitration, Court action) between the parties to this collective bargaining agreement or by agreement of the parties.

## **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 Department of Fish and Wildlife Enforcement**

The Employer will define with input from the Guild 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/or
- 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.

The Department agrees to reimburse employees in permanent appointments in a Detective position as follows:

- A. On initial appointment into a Detective position, the Department will reimburse up to five hundred dollars (\$500.00) for the first year of appointment for the purchase, cleaning and maintenance of clothing.
- B. Following the first year of appointment into a Detective position, the Department will reimburse up to four hundred and fifty dollars (\$450.00) per year for the purchase, cleaning and maintenance of clothing.
- C. Employees serving a non-permanent appointment in a Detective position will not be eligible to receive reimbursement unless their non-permanent assignment is expected to last six (6) months.

**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 (0.02 blood alcohol level or above), 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 Guild may designate one (1) union steward or representative to attend training and provide training materials to the Guild. 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**

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.

**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:

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- 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.

##### Use of Prior Discipline in Progressive Discipline:

Only the following may be used as prior discipline for purposes of 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. Unless circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct. Supervisor notes are not considered "discipline" and therefore are not grievable.
- B. Oral Reprimands, Written 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. Unless circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct.
- C. 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. Unless circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct.

#### **28.4 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 Guild of those guidelines and of any amendments, consistent with Article 43.5. 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 Guild 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 Guild 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 Guild's request for the current status of the investigation at least ten (10) days from the date of request by the Guild. However, in the event the Employer does not respond to the Guild'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.

## **28.5 Investigatory Interviews**

- A. Unless exigent circumstances exist, the Employer will notify the employee at least forty-eight (48) hours in advance of an investigative 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.

Prior to questioning about an incident which could reasonably be expected to result in discipline, the Employer's representative shall notify the employee of the employee's right to be represented by either a Guild representative or an attorney during the course of the questioning, and of the right to forty-eight (48) hours calendar days advance notice of questioning. Employees, at their request and own expense, shall have the right to be represented by a person of their choice who may be present at all times during the questioning. The employee's representative may counsel the employee only to the extent allowed by law under *Weingarten v. NLRB* and its progeny. At the employee's option, the employee may be accompanied by both an attorney and a Guild representative during the investigatory interview.

- 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 the right to a Guild representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a Guild 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 Guild 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 timeline requirements.
- 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 fifty (150) 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, but are not limited, to 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 Guild or its representatives; and/or
  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. If at any time during an administrative investigation it appears the employee's action or omissions may constitute criminal misconduct, the administrative investigation and timelines will be suspended and resumed when it will not interfere with any criminal investigations. The Employer shall notify the 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.

#### **28.6 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 Guild representative(s) unless there is a conflict of interest, in which case the employee may contact another Guild 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.

#### **28.7 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. Five (5) days prior to the pre-disciplinary meeting, the Employer will inform the employee and the Guild 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 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 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 Copy of Disciplinary Action Provided to Guild**

Copies of disciplinary actions, except for oral reprimands, will be sent to the Guild 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 Guild on behalf of an employee or on behalf of a group of employees. If the Guild 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 Guild 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 Guild 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 Guild representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

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

K. Consolidation

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

L. Bypass

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

M. Discipline

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

### **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 Guild 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 Guild 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 Guild 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 [Article 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 Guild within fifteen (15) days after the meeting. With notice to the Chief or designee, one 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 1, the Guild may move it to Step 2 by filing the written grievance with the Agency Head, with a copy to the Human Resources Office, within fifteen (15) days of the Guild's receipt of the Step 1 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 2 grievance request. Management will provide a written response to the Guild 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 2, the Guild may either file a request for mediation with Public Employment Relations Commission (PERC) or file a demand for a pre-arbitration review meeting with a copy of the grievance and all responses attached.

A. Request for Mediation



The Guild 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 Guild 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 Guild's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the pre-arbitration demand, the LRS will either:

1. Schedule a PARM with the LRS negotiator or designee, an agency representative, and the Guild's representative to review and attempt to settle the dispute. If the matter is not resolved in this PARM, within fifteen (15) days of the meeting, if the Guild wants to move the dispute to arbitration, the Guild must file a request for an arbitration panel, consistent with Step 4 of this Article; or
2. Notify the Guild in writing that no PARM will be scheduled. Within fifteen (15) days of receipt of this notice, the Guild may file a demand to arbitrate the matter consistent with Step 4 of this Article.

4. **Step 4: Arbitration:**

Filing Demand to Arbitrate

If the grievance is not resolved at Step 4, the Guild may file a request for arbitration. The Guild's request for arbitrators 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](mailto:labor.relations@ofm.wa.gov) within fifteen (15) days of the mediation session or PARM.

A. Selecting an Arbitrator

Arbitrators for discipline grievance shall be selected in accordance with State law. As to other grievances, the 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

1. The arbitrator will:
  - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
  - b. Be limited in 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.
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.
3. The decision of the arbitrator will be final and binding upon the Guild, the Employer and the grievant.
4. The decision shall be rendered within thirty (30) days of the close of the record. The parties may file post hearing briefs no later than (30) days of the completion of the hearing. The record shall be considered closed upon the completion of the hearing or the filing of briefs, whichever occurs later.

C. Arbitration Costs

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

4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses and any fees. Grievants will be paid for participation in arbitration hearings and may use leave for preparation for and travel to or from arbitration hearings.

## **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 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. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that they consider objectionable.
  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** No Secret Files, Records Creation and Review of Documents

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

Employees retain a right to review their supervisory notes.

**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).

**30.6 Exonerations**

Material 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 added to the employee personnel files upon employee request.

**30.7 Personnel Records Ad-Hoc LMCC**

- The Parties agree to meet up to four (4) times for up to four (4) hours per session, during the 2023-2025 contract, to discuss the following: How the SB 5051 affects records retention of equal employment opportunity complaints, and supervisor coaching.
- Where such records shall be stored
- How Documents are created
- What type of documents need to be retained i.e, emails, hand-written notes, etc. to be in compliance with SB 5051

**Outcomes:**

- A clear understanding of what records shall be retained per compliance with SB 5051 and where such documents will be stored.
- How documents are created
- Understandings may influence Successor Bargaining
- Composition of the Ad-Hoc Committee Shall be in alignment with Article 34.2.A

**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 the job requires them 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 (17) 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. An Agency, except for the limitations in (3) above, can require the employee to provide written certification from their treating health care professional regarding the need for a reasonable accommodation.
  6. An 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 Guild 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 Subsection 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 has 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 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, 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 Guild by April 15th and September 15th of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. The list will be arranged in descending order of seniority. For the purpose of this posting, the seniority list will not include military service credit. Employees will have thirty (30) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct.

- 32.4** For purposes of layoff, the Employer will, at least thirty (30) days prior to the layoff or upon request by the Guild, provide the Guild headquarters with the seniority list adjusted for military service credit without dates specified. The Guild 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 Guild is an unofficial document intended only to supply general information based on DD214(s) on file with the agency.

**ARTICLE 33  
MANAGEMENT RIGHTS**

- 33.1** 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 34**

### **LABOR MANAGEMENT COMMUNICATION COMMITTEE**

#### **34.1 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.

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

##### **B. Participation**

1. The Guild 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. If the committee meeting occurs during the employee's duty hours, per their 28-day work plan, the employee will have no loss in pay, up to four (4) hours. If the employee elects to attend the meeting in person, travel to and from the meeting will not be counted towards duty hours. Use of a state vehicle for this purpose is strictly prohibited.

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 Guild of changes in policies that affect mandatory subjects and the Guild 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 Guild's right to demand to bargain on changes to mandatory subjects of bargaining not covered by this Agreement.

## ARTICLE 35 GUILD ACTIVITIES

### 35.1 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Guild will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Guild 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.

### 35.2 Union Stewards

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Guild will provide the Employer with a written list of current union stewards. The

Guild 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 duty hours to attend meetings scheduled with management within the steward's designated area or virtually 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 planned 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 Guild.
- 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.

### **35.3 Use of State Facilities, Resources and Equipment**

- A. Meeting Space and Facilities

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

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

#### **35.4 Bulletin Boards**

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Guild for Guild communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Guild 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. Guild communications may not be posted in any other location in the Agency.

#### **35.5 Guild Training**

The State agrees to release with pay all designated shop stewards and representatives for a bona fide training by the Guild 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.

#### **35.6 Contract Negotiations**

The Guild 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 one-hundred and forty (140) total hours of combined duty hours for negotiation sessions, agreed upon by the Guild and management, without loss of pay. After the one-hundred and forty (140) 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 Guild 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.

### **35.7 Contracts**

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

### **35.8 New Employee Orientation/Access**

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

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

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

When the Employer provides formal new employee orientation on-line or one-on-one, or if the Guild did not present information at the formal new employee orientation described in A above, the Guild 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 Guild to provide information about the Guild 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 Guild.

### **35.9 Information Requests**

The Employer agrees to provide the Guild, upon written request, access to available materials and information necessary for the Guild to fulfill its statutory responsibility to administer this Agreement. The Employer will acknowledge receipt of the information request and will provide the Guild with a date by which the information is anticipated to be provided. When the Guild 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 Guild representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Guild will pay for the receipt of the information.

## **ARTICLE 36**

### **UNION DUES DEDUCTION AND STATUS REPORTS**

#### **36.1 Union Dues**

When the Guild 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 Guild.

### **36.2 Notification**

- A. When the Employer hires, transfers, or promotes an employee into a classification represented by the Guild, the Employer will notify the Guild 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 Guild's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Guild. New employees will also be subject to the provisions of [Article 35.8](#). The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

### **36.3 Dues Cancellation**

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

### **36.4 Indemnification**

The Guild 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.

### **36.5 Employee Status Reports**

- A. Every three (3) months, the Employer will provide to the Guild 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 Guild shall maintain the confidentiality of all employees' mailing addresses.
- B. Monthly, the Employer will provide the Guild a list of all employees who have been appointed to, separated from, or promoted in or out of their bargaining units.

## **ARTICLE 37 CLASSIFICATION**

### **37.1 Classification Plan Revisions**

- A. The Employer will provide to the Guild, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Agency initiated requests will be provided to the Guild. 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.

### **37.2 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, the employee 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.

### **37.3 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, a layoff is triggered. 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, a layoff is triggered.
- 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, a layoff is triggered.

### **37.4 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.

- 37.5** 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 38 COMPENSATION**

### **38.1 General Service Pay Range Assignments**

- 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-1.

- D. Fish and Wildlife Officer Recruits upon successful completion of the in-training program shall become Fish and Wildlife Officers at a rate of pay eight percent (8%) above the Recruit wage. Thereafter, Fish and Wildlife Officers will receive four percent (4%) progression adjustment six (6) months from their successful completion of the in-training plan and eight percent (8%) annually thereafter, until they reach the maximum base salary.

### **38.2 Pay for Performing the Duties of a Higher Classification**

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.

### **38.3 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 Guild 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.

### **38.4 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 an increase greater than the maximum base salary, except when hiring lateral police officers into the Fish and Wildlife Recruit Classification, Fish and Wildlife Officer Classification base salary and ranges A-E can be used. In such instances, an approved lateral pay chart will be used to determine base pay at time of appointment.

### **38.5 Demotion**

An employee who voluntarily demotes to a rank with a lower base salary will be placed at the base salary maximum.

### **38.6 Transfer**

A transfer is defined as an employee-initiated move of an employee from a position to another position within the agency 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 maximum.

### **38.7 Reassignment**

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

### **38.8 Reversion**

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the rank the employee most recently held permanent status in, to the rank 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.

### **38.9 Elevation**

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be the base salary of the higher rank.

### **38.10 Part-Time Employment**

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

### **38.11 Callback**

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

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

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

#### **B. Work on Scheduled Days Off or Holidays**

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

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

These provisions will apply to employees on paid leave status.

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

### **38.12 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.

### **38.13 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.

#### **38.14 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. Fish and Wildlife Officers are approved for assignment pay as identified in Compensation Appendix B. Recruits are not eligible for assignment pay.
- C. All Assignment Pay Rates and Notes are attached as Compensation Appendix B to this Agreement.

#### **38.15 Medical/Dental Expense Account**

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

#### **38.16 Dependent Care Salary Reduction Plan**

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

#### **38.17 Pretax Health Care Premiums**

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

### **38.18 Voluntary Separation Incentive – Voluntary Retirement Incentives**

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

### **38.19 Emergency/Disaster Operations Compensation**

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

- A. Employees will be paid at one and one-half (1½) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.
- D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.

### **38.20 Wildlife Service Dog (WSD) and Equestrian Maintenance**

The handler may log one (1) 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.

### **38.21 Geographic Premium Pay**

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

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

**38.22 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.

**38.23 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.

**38.24 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.

**38.25 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster**

- A. 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, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a \$1000 one-time lump sum payment. Payments will begin July 1, 2023.
- B. The lump sum payment will be reflected in the employee’s paycheck subject to all required state and federal withholdings and be provided as soon as practicable based upon their agency’s Human Resources and/or payroll processes.
  - 1. Bargaining unit employees will only receive one lump sum payment regardless if they occupy more than one position within State government. Eligibility for the lump sum payment will be:
    - a. Based upon the position in which 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.
  - 2. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 2023.

**ARTICLE 39  
STRIKE AND LOCKOUT PROHIBITION**

- 39.1** Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.
- 39.2** The Employer may discharge and/or discipline any employee who violates Section 39.1, above. No employee shall be entitled to pay and/or benefits for the period in which they have engaged in any strike, slowdown or work stoppage.
- 39.3** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 39.4** No lockout of employees shall be instituted by the Employer.



**ARTICLE 40**  
**WORK-RELATED INJURY OR ILLNESS**

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

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

**40.2 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.

**40.3 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.

**40.4 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 41**

### **PRESUMPTION OF RESIGNATION**

#### **41.1 Unauthorized Absence**

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

#### **41.2 Notice of Separation**

When an employee is presumed to have resigned from 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.

#### **41.3 Petition for Reinstatement**

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

#### **41.4 Grievability**

Denial of a petition for reinstatement may be processed only through the Agency Head step of the grievance procedure in [Article 29](#).

**ARTICLE 42**  
**AGENCY POLICIES**

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

**ARTICLE 43**  
**ENTIRE AGREEMENT**

- 43.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005, is null and void, unless specifically preserved in this Agreement.
- 43.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 43.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 43.4 During the negotiations of 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.
- 43.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Guild of these changes and the Guild may request discussions about and/or negotiations within the notice period. In the event the Guild 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 Guild as soon as possible.

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

**ARTICLE 44**  
**SAVINGS CLAUSE**

- 44.1 If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will

remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

**ARTICLE 45**  
**POSTING OF AGREEMENT**

The Employer will post the Agreement electronically, available for downloading as per [Article 35](#), Union Activities.

**ARTICLE 46**  
**DURATION**

- 46.1** All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025.
- 46.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024, and no later than January 31, 2023. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**COMPENSATION APPENDIX A**  
**General Service Salary Schedule**  
**Effective July 1, 2023 - June 30, 2024**

<b>RECRUIT</b>		
<b>SALARY RANGE</b>		<b>STEP A</b>
800	Annual	69,720
	Monthly	5,810
	Hourly	33.39
	Standby	2.34

<b>OFFICER</b>						
<b>SALARY RANGE</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
801	Annual	75,300	78,312	84,576	91,344	98,640
	Monthly	6,275	6,526	7,048	7,612	8,220
	Hourly	36.06	37.51	40.51	43.75	47.24
	Standby	2.52	2.63	2.84	3.06	3.31

**COMPENSATION APPENDIX A-1**  
 General Service Salary Schedule  
 Effective July 1, 2024 - June 30, 2025

<b>RECRUIT</b>		
<b>SALARY RANGE</b>		<b>STEP A</b>
800	Annual	71,808
	Monthly	5,984
	Hourly	34.39
	Standby	2.41

<b>OFFICER</b>						
<b>SALARY RANGE</b>		<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>
801	Annual	77,556	80,664	87,108	94,080	101,604
	Monthly	6,463	6,722	7,259	7,840	8,467
	Hourly	37.14	38.63	41.72	45.06	48.66
	Standby	2.60	2.70	2.92	3.15	3.41

**COMPENSATION APPENDIX B**  
**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 A			
Class Title	Class Code	Premium	Reference #
Fish and Wildlife Officer	388B	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 #37C: This Reference does not apply to employees who are currently assigned as a Master Instructor. 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 or in receiving re-certification training. Time spent for certified instructors receiving additional instruction in classes pre-approved by the Chief in disciplines identified in this reference shall receive ten dollars (\$10.00) per hour and above regular salary benefits. (Eff. 7/05; Rev. 7/07; 7/17; 7/22)

REFERENCE #67: Employees who are assigned by the Chief as Detective will receive their base salary plus four and half percent (4.5%). For employees who have successfully completed trial service and are employed as Fish and Wildlife Detectives at the time of execution of this Amended Agreement, the assignment of Detective shall continue unless:

- a. There is just cause to remove the assignment;
- b. The employee leaves employment with the Department of Fish and Wildlife Enforcement;
- c. The employee is promoted to a higher rank; or
- d. The employee requests and is granted by the Chief removal of the assignment.
- e. If there is a WFDW Enforcement Program change that impacts Detective assignments, the Employer will provide notice and an opportunity to bargain.

REFERENCE #68: Employees who are assigned by the Chief as a Master Instructor of DT and Firearm will receive their base salary plus five percent (5%).

REFERENCE #69: Employees who are assigned by the Chief as a Master Instructor of EVOC, First Aid and Boating will receive their base salary plus two and half percent (2.5%).

REFERENCE #70A: Employees who are assigned by the Chief as a Field Training Officer (FTO) will receive their base salary plus ten percent (10%) for all time worked while assigned a student officer and completing daily observation and end of phase reports.

REFERENCE #70B: Employees who are assigned by the Chief as Senior FTOs will receive their base salary plus three percent (3%) for all time worked when assigned as Senior FTO for a student officer while the student officer is in field training status. If assigned as a FTO and Senior FTO at the same time, the employee shall receive the higher of the two premiums.

#### GROUP B

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)



**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
FISH AND WILDLIFE OFFICERS GUILD**

**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 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 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 11, 2022**

For the Employer:

For the Union:

/s/

/s/

\_\_\_\_\_  
Hannah Hollander, OFM  
Labor Negotiator

\_\_\_\_\_  
Jim Cline, FWOOG  
Counsel

**B. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
FISH AND WILDLIFE OFFICERS GUILD**

**LEAVE WITH PAY IN RESPONSE TO EMERGENCY PROCLAMATION 23-05**

On August 19, 2023, Governor Jay Inslee issued emergency Proclamation 23-05 declaring a state of emergency exists in all areas of the state of Washington. All state agencies have been directed to utilize state resources to assist affected political subdivisions in an effort to respond to and recover from the event. Because the threat to life and property from existing wildfires is extraordinary and significant and has caused harm to state employees as well as extensive damage to homes, public facilities, businesses, public utilities, and infrastructure, all impacting the life and health of state employees throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.

Beginning August 19, 2023 forward, the following shall apply:

The Employer may temporarily grant up to three (3) days of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss. Employers may require verification of the use of leave with pay.

If three (3) days of leave with pay are approved, an employee is not required to use the three (3) days of leave with pay consecutively, and it does not need to be taken in full day increments.

This MOU will expire when the emergency proclamation 23-05 has been rescinded or when the emergency rule is rescinded, whichever is first.

Dated: September 7, 2023

For the Employer:

For the Guild:

/s/

\_\_\_\_\_  
Hannah Hollander, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/

\_\_\_\_\_  
Jim Cline, FWO  
Counsel

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

Executed this 1<sup>st</sup> day of July 2023.

For the Fish and Wildlife Officers' Guild:

\_\_\_\_\_  
/s/  
Isabel Van Vladricken, President  
FWOG

For the State of Washington:

\_\_\_\_\_  
Jay Inslee  
Governor

\_\_\_\_\_  
/s/  
Gina Comeau, Section Chief  
OFM/SHR, Labor Relations and  
Compensation Policy Section

\_\_\_\_\_  
/s/  
Hannah Hollander, Lead Negotiator  
OFM/SHR, Labor Relations and  
Compensation Policy Section