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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**TEAMSTERS LOCAL UNION 117  
VOLUME 2 – DES ONLY**

**EFFECTIVE**

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



**2023-2025**

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**TEAMSTERS LOCAL UNION NO. 117 DES**  
**2019-20212023-2025**

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**\*PLACEHOLDER**

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## **PREAMBLE**

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

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

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

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

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, genetic information, creed, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, sexual orientation, 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.
- 2.2 Both parties agree that unlawful harassment will not be tolerated.
- 2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within fourteen (14) ~~seven (7)~~ calendar days or the employee and the Union being notified in writing of the findings of the internal complaint.
- 2.4 Both parties agree that nothing in the Agreement will prevent the implementation of an approved affirmative action plan.

**ARTICLE 3**  
**FILLING OF VACANCIES**

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

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

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

## **ARTICLE 4 HIRING AND APPOINTMENTS**

### **4.1 Filling Positions**

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

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

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

### **4.3 Permanent Status**

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

### **4.4 Types of Appointment**

#### **A. Non-Permanent**

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the Employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.
2. An employee with permanent status may accept a non-permanent appointment. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify 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 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. On-Call Employment

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

C. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with seven (7) ~~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 the in-training appointment, in accordance with Subsection 4.5 B of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.



5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
  6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.
- D. Terminations during probationary periods, non-permanent appointments, or reversions of trial service periods are not subject to the grievance procedure in [Article 27](#), Grievance Procedure.

#### 4.5 Review Periods

##### A. Probationary Period

1. Every part-time and full-time employee, following the initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, which may be extended by the Employer for written, performance-based reasons to no more than twelve (12) consecutive months.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 27](#). The Employer will provide the employee two (2) working days' notice prior to the effective date of the separation. The day that notification is given is considered the first day of notice. If the Employer fails to provide two (2) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to two (2) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of the probationary employee will not be subject to the grievance procedure.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) or hours rounded to equivalent days that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service. [or temporary reduction of work hours under Article 31.6.A.](#)
4. An employee who transfers or is promoted prior to completing the initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than as defined in Subsection A.1, above.

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

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months, provided the employee is given written, performance based reasons for the extension. The Employer agrees to notify the employee when it intends to extend the trial service period beyond six (6) months. The employee may choose to notify the union.
2. Any employee serving a trial service period will have the 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.
  - 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 the 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 27](#), Grievance Procedure.

## **ARTICLE 5**

### **PERFORMANCE EVALUATION**

#### **5.1 Objective**

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

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

signed/acknowledged performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

- C. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 27](#), Grievance Procedure.

## **ARTICLE 6 HOURS OF WORK**

### **6.1 Definitions**

- A. Full-time Employees  
Employees who are scheduled to work an average of forty (40) hours per workweek.
- B. Part-time Employees  
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- C. Workday  
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- D. Work Schedules  
The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- E. Work Shift  
The hours an employee is scheduled to work each workday in a workweek.
- F. Workweek  
Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.
- G. Telework  
For positions that are eligible (as described in Subsection 6.8 below), telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.

### **6.2 Determination**

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

### 6.3 Overtime-Eligible Employees

#### A. Regular Work Schedules

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

#### B. Alternate Work Schedules

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

2. Workweeks and work shifts of different numbers of hours (including four [4] ten [10] hour shifts) may be established for overtime-eligible employees in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws.

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

#### C. Temporary Schedule Changes

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

#### D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive fourteen (14) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

#### E. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies. The employee will be

paid callback pay in accordance with [Article 37](#), Compensation, and overtime pay as applicable.

F. Employee-Requested Schedule Changes

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

**6.4 Overtime-Eligible Unpaid Meal Periods**

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

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

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

**6.6 Overtime-Eligible Rest Periods**

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

**6.7 Time Reporting**

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

**6.8 Telework Position Eligibility**

Employees may request telework; however not all positions will be eligible for approval as determined by the Appointing Authority. The Employer will document and maintain approved telework requests and telework agreements, consistent with policy and procedures. The approval, modification, or termination of a telework

agreement is not subject to the grievance procedure exclusively through Step 2 (Article 27.3.C), and may not be moved to arbitration.

## **ARTICLE 7 OVERTIME**

### **7.1 Definitions**

A. Overtime

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

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

B. Overtime Rate

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

C. Work

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

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

D. Work does **not** include:

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

## 7.2 Overtime-Eligibility Compensation

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

- A. Full-time employees in the Teamsters Local 117 (Bindery & Litho) bargaining units, who work in excess of the employee's regular shift or work in excess of forty (40) hours in a workweek. In accordance with [Article 32](#), Management Rights, only the Employer has the authority to determine when overtime will be performed.
- B. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- C. Overtime Computation:  
Computation of overtime will be rounded upward to the nearest one-tenth (1/10<sup>th</sup>) of an hour.

## 7.3 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime unless prohibited by law.
- B. If an employee was not offered overtime for which 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.

## 7.4 Employer's Right to Assign

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

## 7.5 Compensatory Time for Overtime-Eligible Employees

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



- B. Maximum Compensatory Time  
Employees may accumulate no more than one hundred twenty (120) hours of compensatory time.
- C. Compensatory Time Use  
Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave.

The Employer may schedule an employee to use their compensatory time with seven (7) calendar days' notice.

## **ARTICLE 8**

### **TRAINING AND EMPLOYEE DEVELOPMENT**

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

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

**8.7 Tuition Reimbursement**

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

**8.8. Apprentices Program**

The Employer and the Union agree to explore an apprenticeship program that is conducive to skill growth, cross training and professional advancement. The provisions of Article 33, Labor/Management Communication Committee, will be used to discuss and explore the apprenticeship program.

**ARTICLE 9  
LICENSURE AND CERTIFICATION**

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

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

- 9.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or certification. The Employer will reimburse the employee for the renewal costs of licenses and/or certifications not required as a condition of employment upon appointment.
- 9.3 Employees will notify their Appointing Authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.
- 9.4 Employees for whom a license and/or certification is required and for whom that license or certification has expired or been restricted, revoked or suspended may be placed on leave without pay, in accordance with [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 26](#), Discipline.

**ARTICLE 10  
HOLIDAYS**

**10.1 Paid Holidays**

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

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

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

**10.2 Holiday Rules**

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

- A. Employees will be paid at a straight-time rate even though they do not work.

- B. In addition to Subsection A above, overtime-eligible employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 7](#), Overtime.
- C. For full-time or part-time employees with a Monday-through-Friday work schedule:
1. When a holiday falls on a Saturday, the Friday before will be the holiday.
  2. When a holiday falls on a Sunday, the following Monday will be the holiday.
- D. For full-time or part-time employees who do not have a Monday-through-Friday work schedule:
1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
  2. When a holiday falls on the employee's scheduled day off, the Agency will treat the employee's workday before or after as the holiday. An employee may request an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.
- E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Agency. It will start either at:
1. The beginning of the scheduled night shift that begins on the holiday; or
  2. The beginning of the shift that precedes the holiday.
- The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the Agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.
- F. Part-time employees who begin employment before and remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided 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.

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

### **10.3 Personal Holidays**

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

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

- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave in accordance with [Article 13](#), Shared Leave. Any portion of a personal holiday that remains will be taken by the employee in one absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C and D above.
- H. Upon request, an employee will be approved to use part or all of 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.

**10.4 Observance of Holidays**

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

**ARTICLE 11  
VACATION LEAVE**

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

**11.2 Vacation Leave Credits**

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

**11.3 Vacation Leave Accrual**

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

**11.4 Vacation Leave Accrual Rate Schedule**

| <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 current 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)              |

**11.5 Vacation Leave Usage**

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

**11.6 Vacation Scheduling for All Other Employees**

- A. Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor prior to December 15<sup>th</sup> for the following calendar year. Employees will be granted their requested period

of leave by bargaining unit seniority in so far as possible. The supervisor will compile and post the schedule by January 15<sup>th</sup>. Should Management be required to cancel previously scheduled annual leave due to an emergency, employees so affected will be given top priority for rescheduling. Employees may request additional vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.

- B. An employee who is reassigned or bumped to a new position due to a layoff action will retain their approved vacation schedule.

### **11.7 Family Care**

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

### **11.8 Military Family Leave**

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

### **11.9 Domestic Violence Leave**

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

### **11.10 Vacation Cancellation**

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

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

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

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

### **11.11 Vacation Leave Maximum**

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

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



each month that the Employer must defer the employee's request for vacation leave.

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

### **11.12 Separation**

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

## **ARTICLE 12 SICK LEAVE**

### **12.1 Sick Leave Accrual**

After an employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave. A full-time employee in an overtime eligible position who is in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees will accrue sick leave proportionate to the number of hours they are in pay status in the calendar month up to a maximum of eight (8) hours in a month.

### **12.2 Sick Leave Use**

Sick leave will be charged by rounding upward to the nearest one-tenth (1/10<sup>th</sup>) 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 [RCW 49.46.210](#).
- B. To provide care for family members for illness, injury, and medical or dental appointments as required by the Family Care Act, [WAC 296-130](#) and as allowed under [RCW 49.46.210](#). Family member is defined to include:
  - 1. 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;
  - 2. 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;

3. Spouse;
  4. Registered domestic partner as defined by [RCW 26.60](#);
  5. Grandparent;
  6. Grandchild;
  7. Sibling
- C. 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.
- D. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.
- E. Qualified Absence under the Family Medical Leave Act.
- F. Disability of the employee due to pregnancy or childbirth.
- G. Death of a relative. A relative is defined to include foster child, aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), or significant other.
- H. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Article 17.12](#).
- I. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- J. Preventative health care appointments of family members or household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. A Family member is defined in Subsection 12.2B, and household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.
- K. To care for a minor/dependent child with a health condition requiring treatment or supervision.

- L. When an employee is absent from work to be with member(s) of the employee's household or relatives of the employee, employee's spouse, or state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer. Relative is defined in Subsection 12.2.G and household member is defined in 12.2.J.

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

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

### **12.4 Restoration of Vacation Leave**

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

### **12.5 Sick Leave Reporting and Verification**

An employee must promptly notify 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). 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](#).

The Employer may not adopt or enforce any policy that counts the use of paid sick leave time as an absence that may lead to or result in discipline against the employee. The Employer may not discriminate or retaliate against an employee for their exercise of any rights under this chapter, including the use of paid sick leave.

### **12.6 Sick Leave Annual Cash Out**

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

- C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

**12.7 Carry Forward and Transfer**

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

**12.8 Sick Leave Separation Cash Out**

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for 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.

**12.9 Reemployment**

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

**ARTICLE 13  
SHARED LEAVE**

**13.1** State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:

- A. Called to service in the uniformed services;
- B. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
- C. A victim of domestic violence, sexual assault, or stalking;
- D. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
- E. Sick or temporarily disabled because of pregnancy disability; or

- F. Taking parental leave to bond with their newborn, adoptive or foster child.

An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

- A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's relative is limited to the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child, stepchild, sibling, grandchild, grandparent, parent or stepparent.
- C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.
- E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- F. Uniformed services means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.
- G. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [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.
- H. "Sexual assault" has the same meaning as in [RCW 70.125.030](#).

- I. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
- J. “Victim” means a person whom domestic violence, sexual assault, or stalking has been committed against as defined in this Section.
- K. “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 childcare, for a period of up to sixteen (16) weeks after the birth or placement.
- L. “Pregnancy disability” leave means a pregnancy-related medical condition or miscarriage.

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

- A. The employee's Agency Head or designee determines that the employee meets the criteria described in this Section.
- B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under Section 13.3.
- C. The employee has abided by Agency policies regarding the use of sick leave if the employee qualifies under Subsection 13.3 A.1 or Subsection 13.3 A. 4.
- D. The employee has abided by Agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 13.3 A.2.
- E. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under Subsection 13.3 A.3.
- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.

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

- A. The receiving employee either:

1. Suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
  2. Has been called to service in the uniformed services; or
  3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers 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; or
  4. Is a victim of domestic violence, sexual assault, or stalking; or
  5. Is taking parental leave and/or pregnancy disability leave.
- B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, or consequence of domestic violence, sexual assault, stalking, parental leave, and/or pregnancy has caused, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
  2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete:
1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Section 13.3; or
  2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Section 13.3; or
  3. Vacation leave if the employee qualifies under subsection 13.3 A.3; or
  4. Personal holiday and compensatory time if the employee qualifies under Subsection 13.3 A.5. The employee under this Subsection can retain in reserve up to forty (40) hours each of vacation leave and sick leave.
- E. The Agency Head or designee permits the leave to be shared with an eligible employee.
- F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall

below eighty (80) hours. For part-time employees, requirements for annual leave balances will be prorated.

- G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
  - H. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
  - I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 13.4** The Agency Head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because 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.
- 13.5** The Agency Head or designee will require the employee to submit, prior to approval or disapproval;
- A. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 13.3 A1
  - B. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 13.3 A2.
  - C. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Section 13.2 A3.
  - D. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Section 13.3 A4.
  - E. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed health care provider verifying the



pregnancy disability when the employee is qualified under Subsection 13.3 A5.

- 13.6** Any donated leave may only be used by the recipient for the purposes specified in this Section.
- 13.7** The receiving employee will be paid 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.
- 13.8** All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3 A1. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Section 13.3 A2 or 13.3 A3. For shared leave qualified under Subsection 13.3 A5, the employee is required to deplete their personal holiday and all compensatory time. The employee is also required to deplete vacation leave and sick leave in excess of forty (40) hours in each category.
- 13.9** Any shared leave no longer needed or not 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 may not be returned until one of the following occurs:

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

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

- 13.10** 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.

- 13.11 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.
- 13.12 The Agency will maintain records which contain sufficient information to provide for legislative review.
- 13.13 An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that they used.

## ARTICLE 14

### FAMILY AND MEDICAL LEAVE - PREGNANCY DISABILITY LEAVE

- 14.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any one or more of the following reasons 1-5:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
  2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
  3. Family medical leave to care for a spouse, son, daughter, or parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who suffers from a serious health condition that requires on-site care or supervision by the employee. ~~Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA.~~
  4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

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

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

**14.9 Parental Leave**

- A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the Agency Director step of the grievance procedure in [Article 27](#), Grievance Procedure.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.

**14.10 Pregnancy Disability Leave**

- A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or WFLA.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth

may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

**14.11** The parties recognize that the Department of Labor is working on further defining the recent amendments to FMLA. The Employer and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

**14.12 Washington Family Leave Act (WFLA) effective until December 31, 2019**  
The parties recognize that WFLA ([RCW 49.78](#)) is repealed and is only effective until December 31, 2019; therefore, any references to WFLA or the provisions of WFLA or the provisions of WFLA in this Article expire on December 31, 2019.

**14.13 Washington Family Medical Leave Program effective ~~January 1, 2020~~**  
A. The parties recognize that the Washington State Family and Medical Leave Program ([RCW 50A.04](#)) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with [RCW 50A.04](#). In the event the legislature amends all or part of [RCW 50A.04](#), those amendments are considered by the the parties to be incorporated herein. In the event the legislature repeals all or part of [RCW 50A.04](#), those provisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

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, 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 leave as a supplemental benefit.](#)

**ARTICLE 15**  
**SEVERE INCLEMENT WEATHER ~~AND~~**  
**NATURAL DISASTER LEAVE AND EMERGENCY CLOSURES LEAVE**

**15.1** If the Employer decides that a state office or work location is non-operational due to severe inclement weather, ~~or~~ natural disaster or emergency closures, the following will apply:

- A. Non-emergency (or emergency, if applicable) employees may be released with no loss of pay during the disruption of services, to include power outages.
- B. Non-emergency (or emergency, if applicable) employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.
- C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four (4) weeks. The employee's leave will be charged in the following order:
  - 1. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
  - 2. Any accrued vacation leave;
  - 3. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
  - 4. Leave without pay.
- D. At the discretion of the Employer, if, after four (4) weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with [Section 31.5](#) of [Article 31](#), Layoff and Recall, of this Agreement.

**15.2** If a work location remains fully operational but an employee is unable to report to work ~~or remain at work~~ ~~because of~~ [due to conditions caused by](#) severe inclement weather ~~or a natural disaster~~ [or other emergency circumstances](#), the employee's leave will be charged in the following order:

- A. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
- B. Any accrued vacation leave;
- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year; then
- D. Leave without pay  
Although the types of paid leave will be used in the order listed above, and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay rather than vacation or sick leave at their request.

- 15.3 Employees who report to work late due to [conditions caused by](#) severe inclement weather ~~or a natural disaster~~ [or other emergency circumstances](#) will be allowed up to one (1) hour of paid time ~~(up to two [2] hours for employees who work on McNeil Island)~~. The State may grant additional paid time if deemed reasonable under ~~the extraordinary~~ circumstances. [Section 16.2](#), Jury Duty, will apply to any additional late time.

## ARTICLE 16 MISCELLANEOUS LEAVE

- 16.1 Subject to the Employer's prior approval, employees will be allowed paid leave, during scheduled work time, for:
- A. 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 times in a calendar year, unless it interferes with the business needs of the agency. Any additional examinations and interviews are subject to the Employer's prior approval. The employer may approve reasonable travel time.
  - B. Assessment from the Employee Assistance Program (EAP);
  - C. Life-giving procedures;
  - D. Jury Duty as outlined in [16.2](#);
  - E. To appear in court or administrative hearing, as specifically provided below in Section 16.3;
  - F. For bereavement leave, as specifically provided below in [Section 16.5](#).

### 16.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of a 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 they:
- A. Are a party in the matter and are not represented by the Attorney General's Office of the state of Washington; or
  - B. Have 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 a family member or household member dies. An employee may request less than three (3) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, their personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. For purposes of this sub-article a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), grandparent, grandchild, child and stepchild. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

**16.6 Personal Leave**

- A. An employee may choose one (1) workday as a personal leave day per fiscal year during the life of this Agreement if the employee has been continuously employed for more than six (6) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
  - 1. The employee has given at least fourteen (14) calendar days' written notice to 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.
  - 3. The employee's use of such a leave day does not require the Employer to incur any costs, such as backfilling for a position with overtime.
- C. Personal leave may not be carried over.



- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Upon request, an employee will be approved to use part or all of 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 17.12](#); or
  - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

**16.7 Life-Giving Procedures**

When approved employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. “Life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

**ARTICLE 17  
LEAVE WITHOUT PAY**

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

- A. Family and medical leave-pregnancy disability leave ([Article 14](#));
- B. Compensable work-related injury or illness leave;
- C. Military leave;
- D. Volunteer firefighting leave;
- E. Military family leave;
- F. Domestic violence leave.

**17.2 Limitations**

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

- A. Compensable work-related injury or illness;
- B. Educational leave;

- C. Governmental Service Leave;
- D. Military;
- E. Seasonal career employment leaves;
- F. Volunteer fire fighting;
- G. Domestic violence leave;
- H. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability; or
- I. Leave taken under the provisions of [Article 14](#), Family and Medical Leave.

**17.3 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.

**17.4 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.

**17.5 Educational Leave**

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

**17.6 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.

**17.7 Seasonal Career Employment**

Leave without pay may be granted to seasonal career employees during their off-season.

**17.8 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.

**17.9 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.

**17.10 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.

**17.11 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.

**17.12 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.

**17.13 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.

**17.14 Use of Paid Leave**

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

**ARTICLE 18  
SAFETY AND HEALTH**

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

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties.
- B. Employees will comply with all safety and health practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.
- C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 12](#), Sick Leave, when employees self-report a contagious health condition.
- D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.

**18.2 COVID-19 Vaccination**

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

All employees are required to be up to date with the COVID-19 vaccination or be approved for a medical or religious accommodation as a condition of employment. Vaccination includes to complete their primary series of COVID-19 vaccines (i.e. be fully vaccinated, does not include boosters) as recommended, ~~additional doses, and boosters that are recommended~~ by the U.S. Centers for Disease Control and Prevention, or be approved for 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 non-disciplinary separation.

Boosters are not mandatory. Employees who have provided proof of up-to-date COVID-19 vaccination, ~~to~~ which must include boosters, will receive a one-time lump sum payment pursuant to Article 37, Section 37.23. All information disclosed to the Employer during any vaccination verification process will be stored in the employee’s confidential medical file only. This information will only be accessed by the Employer on a need-to-know basis.-

**18.32** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job.

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

**18.54** Safety committees will consist of employees selected by the Union and Employer-selected members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of Union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

**18.65 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.

**18.76 Air Quality Assessments**

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with [Article 18.6](#).

**ARTICLE 19  
UNIFORMS, TOOLS AND EQUIPMENT**

**19.1 Uniforms**

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

**19.2 Tools and Equipment**

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

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

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

A New Equipment Committee is established consisting of two (2) persons mutually selected by the local Union and Management; and two (2) persons mutually selected by the Director of DES or their designee. This Committee shall evaluate all questions related to introducing new equipment or creating significant changes in present equipment and manual tasks raised by the Union. The Committee will

make a recommendation to Management within ten (10) full business days after the question has been presented to the Committee.

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

#### **19.4 Taxability**

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

### **ARTICLE 20 DRUG AND ALCOHOL FREE WORKPLACE**

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

#### **20.2 Possession of Alcohol and Illegal Drugs**

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

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

B. The use or possession of marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business.

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

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

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

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

A. Employees required to have a Commercial Driver's License (CDL) or to be tested by the United States Coast Guard (USCG), are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules, Coast Guard

Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.

- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident and reasonable suspicion testing in accordance with agency policy.
  - 1. For employees who perform safety-sensitive functions, a post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

## **20.5 Voluntary Request for Assistance**

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

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

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

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

## 20.6 Reasonable Suspicion Testing

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

## 20.7 Training

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

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;



- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by alcohol, marijuana, and/or controlled substances; and
- D. Rehabilitation services available.

**20.8 Rehabilitation**

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

**ARTICLE 21  
TRAVEL**

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

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

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

**ARTICLE 22  
UNIFORMED SERVICE SHARED LEAVE POOL**

**22.1 Purpose**

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

**22.2 Definitions**

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

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

### **22.3 Participation**

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
  - 1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
  - 2. The employee has been called to service in the uniformed services.
  - 3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
  - 4. The employee’s absence and the use of shared leave are justified.
  - 5. The employee has depleted or will shortly deplete 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.

#### **22.4 Process**

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

**22.5** This article is not subject to the grievance procedure.

**ARTICLE 23**  
**OFF-DUTY CONDUCT**

- 23.1** The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in state law or are detrimental to the employee's work performance or the program of the Agency.
- 23.2 All Employees**  
Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift or work period, whichever occurs first.
- 23.3** Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that is in accordance with agency/program policy and will not interfere with the performance of their duties or result in a conflict of interest.

**ARTICLE 24**  
**COMMUTE TRIP REDUCTION AND PARKING**

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

**ARTICLE 25**  
**DEFENSE AND INDEMNIFICATION**

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

## **ARTICLE 26**

### **DISCIPLINE**

#### **26.1 Just Cause**

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

#### **26.2 Employee Privacy**

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

#### **26.3 Forms of Discipline**

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

#### **26.4 Investigative Process**

A. The Employer has the authority to determine the method and develop appropriate guidelines for conducting investigations and notify the Union of those guidelines.

B. Upon written request of the Union, if an investigation lasts longer than sixty (60) days from the date the employee was notified of the investigation, the Employer will notify the Union of the current status of the investigation (for example: interviews pending, drafting of investigative report, waiting for analysis of data), next steps and anticipated timeframe for completion. The Employer will provide its response to the Union's request for the current status of the investigation at least ten (10) days from the date of request by the union. However, in the event the Employer does not respond to the Union's request for a status of the investigation within ten (10) days, the failure to meet this timeframe will not be a basis for challenging the disciplinary action or precluding admissibility of evidence.

C. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification when the investigation is completed and that no discipline will be imposed.

#### **26.5 Investigatory Interviews**

A. The Employer will notify the employee in advance of an investigatory interview and the nature of the interview.

B. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a Union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to

the investigator. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

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

**26.6 Alternative Assignments**

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

**26.7 Pre-Disciplinary Meetings**

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

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

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

**26.9 Ability to Grieve Specific Discipline**

The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 27](#), Grievance Procedure. Oral reprimands, however, may only be processed through the Agency Head step of the grievance procedure.

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

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

**ARTICLE 27  
GRIEVANCE PROCEDURE**

- 27.1** The purpose of this Article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. Whenever possible, disputes should be

resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

## **27.2 Terms and Requirements**

### **A. Grievance Definition**

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

### **B. Filing a Grievance**

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

### **C. Computation of Time**

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

### **D. Failure to Meet Timelines**

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

### **E. Contents**

The written grievance must include the following information:

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

### **F. Modifications**

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

- G. Resolution  
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal  
A grievance may be withdrawn at any time.
- I. Resubmission  
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay  
Grievants will not lose pay for attending grievance meetings or arbitration hearings held during their work time. Grievants will not be paid for meetings held during their off-duty time.
- K. Consolidation  
The Employer may consolidate grievances arising out of the same set of facts.
- L. Bypass  
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- M. Discipline  
Disciplinary grievances will be initiated at the level at which the disputed action was taken.

### **27.3 Filing and Processing**

- A. Filing  
A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.  
  
The employee may first discuss the issue with the immediate supervisor in an attempt to informally resolve the issue. The employee may elect to have a union representative or union steward present.  
  
Even when informal discussions occur, the written grievance must be filed no later than the twenty-one (21) days described above.
- B. Alternative Resolution Methods  
Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.



C. Processing

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

If the issue is not resolved informally, the Union may file a written grievance with the employee's supervisor or designee with a copy to the Human Resources Office, within the twenty-one (21) day period described above. The Employer will designate a responsible supervisor, manager or designee who will, upon agreement of the parties, meet or confer by telephone with a Union steward and/or staff representative and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting. If the parties cannot agree on the meeting process, the Union may move the grievance to Step 2 of the grievance procedure.

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

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

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

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

A. Request for Mediation

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

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

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

1. Schedule a pre-arbitration review meeting with the LRS Assistant Director or designee, an Agency representative,

and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a demand to arbitrate the dispute with the American Arbitration Association (AAA), Federal Mediation and Conciliation Service (FMCS), or through a mutually agreed upon list of arbitrators or,

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fifteen (15) days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA, FMCS, or through a mutually agreed upon list of arbitrators.

**Step 4: Arbitration:**

Filing Demand to Arbitrate

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

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

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

Although the decision may be made orally, it will be put in writing and provided to the parties.

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

E. Arbitration Costs

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

**27.4 Election of Remedies**

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

**ARTICLE 28  
PERSONNEL FILES**

- 28.1** There will be one (1) official personnel file maintained by the Employer for each employee. Additional employee files may include supervisory, attendance, payroll and medical files. The location of personnel files will be determined by the Agency. Medical files will be kept separate and confidential in accordance with state and federal law. An employee will have the right to examine their own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that the employee considers

objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

**28.2** When documents in an employee's personnel, payroll, supervisory, or training file are the subject of a public disclosure request, the Employer will provide the employee a copy of the request at least fourteen (14) calendar days in advance of the intended release date. Upon receipt of any court order or subpoena seeking documents from an employee's personnel file, the Employer will provide the employee with a copy of the order or subpoena at least fourteen (14) calendar days in advance of the intended release date or within a lesser timeframe if directed by the court order or subpoena.

**28.3** Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the official personnel file.

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

**28.5 Removal of Documents**

A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years, will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

D. Any disciplinary actions removed from an employee's personnel file may not be considered for progressive purposes.

## **28.6 Supervisory Files**

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

## **ARTICLE 29 REASONABLE ACCOMMODATION AND DISABILITY SEPARATION**

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

An employee may elect to have a second medical examination, at the employee's expense, if the employee disagrees with the results of the Agency's physician's exam. The employee must use approved leave for the second exam. Upon request, the Agency will provide a copy of the documents which were provided to the Agency's examining professional to the employee's selected examining physician

The results of this examination will be taken into consideration when making an accommodation or separation determination.

- 29.6** The Agency may separate an employee when the Agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.
- 29.7** An employee separated due to disability, will be placed in the General Government Transition Pool Program if the employee submits 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.
- 29.8** 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 27](#), Grievance Procedure, unless separation was at the employee's request. Upon written request, an employee who grieves a disability separation will be provided a copy of the medical information the Agency used to make the disability separation determination.

## **ARTICLE 30**

### **SENIORITY**

#### **30.1 Definition**

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

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

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of

the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with [Article 31](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service.

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

### **30.2 Ties**

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

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

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

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

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

## ARTICLE 31 LAYOFF AND RECALL

### 31.1 Definition

Layoff is an Employer-initiated action, taken in accordance with [Section 31.3](#) below, that results in:

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

**31.2** The Agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article thirty (30) calendar days prior to any layoff, with the exception of those resulting from [subsection 31.6](#) below, each affected Agency will notify its respective Union of its intent to lay off bargaining unit members. This notice shall include: the anticipated position(s) to be eliminated; an electronic list of the seniority of all bargaining unit employees including employee's job class and program; and a list of all known vacancies.

### 31.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

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

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

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.



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

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

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

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

**31.7 Layoff Units**

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

**31.8 Skills and Abilities**

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

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

### 31.9 Formal Options

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

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

### 31.10 Informal Options

An employee being laid off may be offered a funded vacant position to job classifications the employee has not held permanent status within their layoff unit

provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status. The Agency will determine if the employee possesses the required skills and abilities for the position.

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

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

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

### **31.12 Moving Expenses**

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

### **31.13 Salary**

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

- A. Transfer or Bump  
An employee who accepts a transfer or bumps to another position within their current job classification will retain their current salary.
- B. Voluntary Demotion in Lieu of Layoff or Bump to a Lower Position  
An employee who voluntarily demotes in lieu of layoff or who bumps to another position with a lower salary range will be paid an amount equal to

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

C. Appointment from a Layoff List

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

**31.14 Transition Review Period**

- A. The Agency may require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which the employee has:
  1. Not held permanent status;
  2. Been appointed from the General Government Transition Pool Program;
  3. Been appointed from a layoff list.
- B. The Agency will have the authority to extend or shorten an employee's review period as long as the extension does not cause the review period to exceed twelve (12) months. In such case, the Employer will provide written notice of the extension to the Union and employee of the basis for an extension. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Agency may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as their eligibility expires or the employee has been rehired, whichever occurs first. Separation during, or extension of, the transition review period will not be subject to the grievance procedure in [Article 27](#).

### **31.15 Recall**

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

### **31.16 General Government Transition Pool Program**

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

### **31.17 Seasonal Career Employment**

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Appendix B.
- B. Employees will be given no less than two (2) working days' notice of a layoff.
- B. Formal options will be determined using the procedure outlined in [Section 31.9](#), above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.

## **ARTICLE 32 MANAGEMENT RIGHTS**

**32.1** Except as modified by this Agreement and applicable law, the Employer retains all rights of management, including, but not limited to, the right to:

- A. Determine the Employer's functions, programs, organizational structure and use of technology;

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

**ARTICLE 33**  
**LABOR/MANAGEMENT COMMUNICATION COMMITTEE**

**33.1 Purpose**

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

**33.2 Committees**

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

A. Composition

LMCC will consist of:

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

B. Participation

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

C. Meetings

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

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

E. Scope of Authority

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

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

## **ARTICLE 34 UNION ACTIVITIES**

### **34.1 Staff Representatives**

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

### **34.2 Union Stewards/Association Representatives**

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

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



2. Investigatory interviews and pre-disciplinary meetings, in accordance with [Article 26](#), Discipline.

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

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

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

#### **A. Meeting Space and Facilities**

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

#### **B. Supplies and Equipment**

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

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

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

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;

5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

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

#### **34.4 Bulletin Boards**

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

#### **34.5 Union Training**

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

#### **34.6 Contract Negotiations**

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

#### **34.7 Access to New Employees**

Within thirty (30) days of an employee's start date, the Employer will provide a Union Representative or Shop Steward access to the employee's regular worksite, for no less than thirty (30) minutes during the employee's regular work hours, to present information about the Union, this Agreement, matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. This presentation may occur during a new employee orientation program provided by the Employer or at another time and location mutually agreed to by the Employer and the Union. The Shop Steward will experience no loss of salary nor will off-shift presentation time be considered as "time worked" for

purposes of computing overtime. No employee will be required to attend the presentation given by the Union.

## **ARTICLE 35 DUES DEDUCTION**

### **35.1 Union Dues**

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the initiation fee deducted in twenty-five (\$25.00) increments per pay period, and dues for members and voluntary-non-member financial supporters of the Union. Union payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth (10<sup>th</sup>) day of the month will have deductions beginning on the twenty-fifth (25<sup>th</sup>) pay date. Payroll deduction authorization cards submitted to the Employer and received by the payroll office by the twenty-fifth (25<sup>th</sup>) day of the month will have deductions beginning on the tenth (10<sup>th</sup>) pay date of the next month. The Employer will honor the terms and conditions of each employee's signed payroll deduction authorization card.

### **35.2 Notification**

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

### **35.3 Dues Cancellation**

Employees may cancel payroll deduction by written notice to the Employer and the Union in accordance with the terms and conditions of their signed payroll deduction authorization card. The cancellation will become effective on the second payroll after receipt of the confirmation from the Union that the terms of the employee's signed payroll deduction authorization card regarding cancellation have been met.

Teamsters Local 117 will enforce the year-to-year maintenance of dues requirement only for those employees who signed one of the payroll deduction authorization cards entitled:

1. COMMITTED TO EACH OTHER – FAMILY. STRENGTH. COMMUNITY”;
2. “YOUR VOICE, YOUR UNION Your Membership in Teamsters 117”; or
3. Any card subsequently issued by Teamsters Local 117.

Any employee who signed any earlier card, including the card entitled “PAYROLL DEDUCTION FORM Teamsters Local Union No. 117” will only be required to notify Teamsters Local 117 of their request to cancel their dues deduction, unless the employee has subsequently signed a card listed in 1-3 above. If the Union receives such notification, confirmation will promptly be sent to the Employer that the terms of the employees’ signed dues authorization card regarding cancellation have been met.

**35.4 Indemnification**

The Union and employees agree 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 and all issues related to the deduction of dues and fees. In all such cases, the Employer’s reasonable attorney’s fees will be paid by the Union.

**35.5 Employee Status Reports**

A. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees in the bargaining unit:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title
6. Work phone number (if maintained by the Agency)
7. Job class code
8. Job class title
9. Appointment date
10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount

B. Each month, the Employer will provide the Union with a report in electronic format of the following data, if maintained by the Employer, for all employees who enter or leave the bargaining unit or stop or start deductions:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel Area Code
5. Personnel Area Title

6. Work phone number (if maintained by the Agency)
7. Job class code
8. Job class title
9. Appointment date
10. Salary range
11. Salary step
12. Part-time percent
13. Seniority date (unbroken state service date)
14. Separation date
15. Gross salary
16. Deduction code
17. Deduction amount

- C. The Union will maintain the confidentiality of all employee mailing addresses.

### **35.6 Voluntary Deductions**

- A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a DRIVE and/or a Teamsters Legal Defense Fund deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The beginning and/or termination of this deduction will coincide with the payroll cycle. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with a report showing:
1. Employee name
  2. Personnel number
  3. Amount deducted
- B. The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under Section 1(6) of [RCW 41.04.230](#).

## **ARTICLE 36 CLASSIFICATION**

### **36.1 Classification Plan Revisions**

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

### **36.2 Position Review**

#### Employee Initiated Review:

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

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

### **36.3 Effect of Reallocation**

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

1. If the employee has performed the higher level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in [Article 31](#), Layoff and Recall, of this Agreement applies. If the employee is appointed, they must serve a trial service period.

- B. Reallocation to a Class with an Equal Salary Range Maximum
  - 1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
  - 2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 31](#) of this Agreement applies.
- C. Reallocation to a Class with a Lower Salary Range Maximum
  - 1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.
  - 2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 31](#) of this Agreement applies.

**36.4 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. The Appointing Authority may authorize, at their discretion, an increase of the base salary not to exceed the top of the range.
- B. Reallocation to a Class with an Equal Salary Range Maximum  
The employee retains 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.

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

## ARTICLE 37 COMPENSATION

### 37.1 DES Teamsters G Pay Range Assignments

A. Effective July 1, ~~2023~~2019, each classification represented by the Union will continue to be assigned to the same salary range of the DES Teamsters G Range Salary Schedule that it was on June 30, ~~2023, except as modified by Appendix C, Specific Increases.~~ 2019, ~~except as modified by Appendix B and Appendix C.~~ Effective July 1, 2019, each employee will continue to be assigned to the same range and step of the 2017-2019 DES Teamsters G Range Salary Schedule that they were assigned on June 30, 2019, ~~except as modified by Appendix B and Appendix C.~~

B. Effective July 1, ~~2023~~2019, ~~each employee will continue to be assigned to the same range and step of the 2019-2021 DES Teamsters G Range Salary Schedule that they were assigned on June 30, 2021~~2023, ~~except as modified by Appendix C, Specific Increases.~~

~~all ranges and steps of the DES Teamsters G Range Salary Schedule will be increased by three percent (3.0%), as shown in Appendix A. This salary increase is based on the DES Teamsters G Range Salary Schedule in effect on June 30, 2019.~~ C. Effective July 1, ~~2023~~2020, all salary ranges and steps of the DES Teamsters G Range Salary Schedule will be increased by ~~four percent~~~~three percent~~ (3.4.0%), as shown in Appendix B. This salary increase ~~in is~~ based on the DES Teamsters G Range Salary Schedule in effect on June 30, ~~2020~~2023.

~~D. Effective July 1, 2024, all ranges and steps of the DES Teamsters G Range Salary Schedule will be increased by three percent (3%), as shown in Appendix C. This salary increase is based on the DES Teamsters G Range Salary schedule in effect on June 30, 2024.~~

~~D. Fourteen Dollars an Hour Minimum Wage~~

~~After B above, effective July 1, 2019, salary ranges twenty seven (27) through twenty nine (29) of the General Service Salary Schedule will be eliminated and Step A of the salary range thirty (30) will be increased to fourteen dollars (\$14.00) per hour. Employees at salary ranges twenty nine (29) and below will be assigned to a step in the new range thirty (30) that is nearest to their new salary as of July 1, 2019 as shown in Appendix B.~~

~~E. Compression and Inversion Adjustments for Fourteen (\$14.00) Dollars an Hour Minimum Wage.~~

~~After B above, effective July 1, 2019, impacted job classifications will be increased to a higher salary range due to compression or inversion. Appendix C identifies the impacted job classifications and the salary range~~



~~for which they will be assigned. Employees will be assigned to a step in their new range that is nearest to their new salary schedule as of July 1, 2019.~~

~~FE.~~ Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Agreement will be paid no less than the minimum wage directed by the local ordinance.

~~GF.~~ Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

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

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

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

B. Employees who are temporarily assigned the full scope of duties and responsibilities for one (1) ~~dayweek~~ or more to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.

**37.3 Establishing Salaries for New Classifications**

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

**37.4 Periodic Increases**

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

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

### **37.5 Salary Assignment Upon Promotion**

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments  
The appointing authority may authorize more than the step increases specified in Subsections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

**37.6 Salary Increases to Enhance Recruitment and Retention**

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

**37.7 Demotion**

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

**37.8 Transfer**

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

**37.9 Reassignment**

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

**37.10 Reversion**

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

**37.11 Elevation**

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

**37.12 Part-Time Employment**

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

**37.13 Callback**

A. Work Preceding or Following a Scheduled Work Shift

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

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

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

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

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

These provisions will apply to employees on paid leave status.

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

**37.14 Shift Premium**

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

2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. ~~Effective July 1, 2017, a~~ A basic shift premium of ~~two~~one dollars ~~and fifty cents~~ (~~\$21.50~~) per hour will be paid to full-time employees under the following circumstances:
1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
  2. Regularly scheduled day shift employees are not entitled to shift premium unless:
    - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
    - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
  3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
  4. Those employees who work evening and night shift, who are in travel status, will be provided a meal per diem equal to that per diem allotted to day shift workers while in travel status as authorized by OFM regulation.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
  2. For assigned full evening or night shifts, as defined in Subsection B.2, above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.

- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the “regular rate.”
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

### **37.15 Standby**

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

### **37.16 Relocation Compensation**

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
  - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or

2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of 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.

### **37.17 Salary Overpayment Recovery**

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

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

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

- B. Method of Payback

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

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

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

- C. If the employee fails to choose one of the three options described above, within the timeframe specified in the Agency's written notice of overpayment, the Agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
- D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

- E. Appeal Rights  
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 27](#) of this Agreement.

**37.18 Assignment Pay Provisions**

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

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

**37.19 Medical/Dental Expense Account**

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

**37.20 Dependent Care Salary Reduction Plan**

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

**37.21 Pretax Health Care Premiums**

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

**37.22 Voluntary Separation Incentive – Voluntary Retirement Incentives**

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the ~~2019-2021~~[2023-2025](#) operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

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

- A. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment if they meet the following conditions:

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of a COVID-19 booster 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



one thousand dollar (\$1,000.00) one-time lump sum payment to be paid no earlier than July 25, 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 31, 2023.

## ARTICLE 38

### HEALTHCARE BENEFITS AMOUNTS

\*This MOU is included as an attachment to this Article.

**38.1** A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~contribute~~be an amount equal to eighty-five percent (85%) of the ~~total weighted average of the projected medical premium~~monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.~~The projected medical premium is the weighted average across all plans, across all tiers.~~

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

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

Value-based benefits designs will:

Teamsters Local Union 117 DES ~~2019~~2023-2025-21

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

C. Section 33.1 (B) will expire June 30, ~~2023~~2025.

- 38.2**
- A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability insurance coverage. If the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.
  - B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

**38.3 Wellness**

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

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

**38.5 Medical Flexible Spending Arrangement**

- A. During January 202~~4~~2 and again in January 202~~5~~3, the Employer will make available two hundred fifty dollars (\$250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 33.5 B below.

- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of sixty-thousand dollars (\$60,000), ~~forty thousand four dollars (\$40,004.00)~~ or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
  2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
  3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
  4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.
- ~~E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.~~

## 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 engaged in any strike, slowdown or work stoppage.
- 39.3** Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 39.4** No lockout of employees shall be instituted by the Employer.

## **ARTICLE 40**

### **WORK-RELATED INJURY OR ILLNESS**

- 40.1 Compensable Work-Related Injury or Illness Leave**  
An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take vacation leave, sick leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave, sick leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.
- 40.2 General Provisions**  
Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 17.1, the Employer may separate an employee in accordance with [Article 29](#), Reasonable Accommodation and Disability Separation.
- 40.3 Return to Work**  
The Employer will follow the provisions of [WAC 357-19-505](#) through [535](#) and agency policy related to a return-to-work program.

## **ARTICLE 41**

### **PRESUMPTION OF RESIGNATION**

- 41.1 Unauthorized Absence**  
When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive working days, the employee is presumed to have resigned from 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 27](#).

**ARTICLE 42  
AGENCY POLICIES**

**42.1** The Employer agrees, prior to making any change in written Agency policy that is a mandatory subject of bargaining not otherwise covered by this Agreement, to notify the Union and satisfy our collective bargaining obligation in accordance with Article 43.5 of this agreement.

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

**ARTICLE 43  
ENTIRE AGREEMENT**

**43.1** This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005 is null and void, unless specifically preserved in this Agreement.

**43.2** With regard to [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 the Agreement, each party had the opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter specifically referred to or covered in this Agreement.

**43.5** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

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

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

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

#### **ARTICLE 45 PRINTING OF AGREEMENT**

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

#### **ARTICLE 46 DURATION**

**46.1** All provisions of this Agreement will become effective July 1, 2023, ~~July 1, 2019~~, and will remain in full force and effect through June 30, 2025, ~~June 30, 2021~~.

**46.2** If this Agreement expires while negotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

**46.3** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2024, ~~January 1, 2020~~, and no later than January 31, 2024, ~~January 31, 2020~~. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**COMPENSATION APPENDIX A**  
DES Teamsters G Range Salary Schedule

**\*PLACEHOLDER**

**COMPENSATION APPENDIX B**  
DES Teamsters G Range Salary Schedule

**\*PLACEHOLDER**



## APPENDIX C

### SPECIFIC INCREASES

| <b>Class Code</b> | <b>Class Title</b>           | <b>Current Range</b> | <b>New Range</b> |
|-------------------|------------------------------|----------------------|------------------|
| 206S              | Press Assistant              | 32G                  | 35G              |
| 117I              | Warehouse Operator 1         | 32G                  | 35*              |
| 206Q              | Envelope Operator            | 31G                  | 35G              |
| 206W              | Digital Printing Specialist  | 34G                  | 37G              |
| 206V              | Color Digital Press Operator | 43G                  | 44G              |

**APPENDIX D**

**FOURTEEN DOLLARS AN HOUR MINIMUM WAGE**

| <b>Class Code</b> | <b>Class Title</b>                  | <b>Current Range</b> | <b>New Range</b> |
|-------------------|-------------------------------------|----------------------|------------------|
| 205E              | Printing & Duplication Specialist 1 | 27G                  | 30G              |
| 205F              | Printing & Duplication Specialist 2 | 29G                  | 32G              |
| 117I              | Warehouse Operator 1*               | 29G                  | 32G              |
| 206N              | Bindery Specialist 1                | 27G                  | 31G              |

\*A two (2) range base pay increase is recommended for the Warehouse Operator 1 – 4 job classification series as part of agency request class packages. Minimum wage analysis resulted in a one (1) range increase in addition to the other recommendation, for an overall change from a range 29G to 32 G.

**APPENDIX E**

**COMPRESSION AND INVERSION ADJUSTMENTS FOR  
FOURTEEN DOLLARS AN HOUR MINIMUM WAGE**

| <b>Class Code</b> | <b>Class Title</b>   | <b>Current Range</b> | <b>New Range</b> |
|-------------------|----------------------|----------------------|------------------|
| 206O              | Bindery Specialist 2 | 34G                  | 35G              |

**A. MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES  
AND  
TEAMSTERS LOCAL 117**

**Temporary Layoff Opportunities Within the Department of Enterprise Services  
Through the ESD SharedWork Program to Address Budget Issues**

**Section 1 - Scope of application and employee considerations**

Subject to and without modification of the Collective Bargaining Agreement dated as of July 1, 2019, the parties agree that to address the unanticipated loss of funding resulting from the COVID-19 global pandemic, the Washington State Department of Enterprise Services ("Employer") will use the process set out below to furlough bargaining unit employees.

Furloughed employees who participate in the ESD SharedWork Program up through July 25, 2020, may qualify to receive additional unemployment assistance for each week they are in temporary layoff status and are receiving unemployment compensation. To assist employees who are subject to the temporary layoffs outlined in this MOU, the Employer agrees to work with the Employment Security Department to arrange for educational guidance and assistance with the application process for the SharedWork program and assistance with applying for unemployment benefits for which they may be eligible. During the term of this MOU some employee performance measures may require consideration for an adjustment proportionate to the number of workdays spent in temporary layoff status.

**Section 2 - Voluntary furlough option**

Effective immediately, agencies will apply for participation in the SharedWork program and begin soliciting volunteers for temporary layoffs for a minimum of one day per week for all eligible employees. Employee requests for voluntary furloughs will be contingent upon Employer approval and granted based on seniority as set forth in Article 31.4 of the Collective Bargaining Agreement.

**Section 3 - Employer-directed furloughs through July 25, 2020**

The Employer will designate one day per week to furlough eligible positions beginning no later than June 28, 2020 and continuing through July 25, 2020. This initial requirement for each eligible employee to be furloughed one day per week will cease on July 25, 2020.

**Section 4 -Employer-directed furloughs from August I, 2020 through November 30, 2020.**

Beginning August I, 2020, the Employer may designate ongoing furloughs of I day per month through November 30, 2020, subject to the terms set forth in the Collective Bargaining Agreement. Adjustments may be made based on budget outlook and other budget factors as they become known and the Employer will satisfy bargaining obligations where applicable.

**Section 5**

Subject to the terms set forth in the Collective Bargaining Agreement, when administering the assignment of Employer-directed furloughs the employer will strive to identify the largest employee pool possible in order to spread the burden of salary reductions over the widest population while also taking into consideration the operational and service delivery requirements of the agencies.

The parties agree that - should additional furloughs beyond the days set out above be required - Employer shall provide notice of its intent to do so and will satisfy its bargaining obligations. In addition to the provisions outlined above, the parties agree to continued discussions on or after July I, 2020 to identify options to address budget issues during the next biennium.

**Dated: June 25, 2020**

For the Employer:

For the Union:

\_\_\_\_\_  
/s/  
Tanya Aho, Lead Negotiator

\_\_\_\_\_  
/s/  
John Scearcy, Secretary-Treasurer

**B. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**TEAMSTERS LOCAL 117 (DES)**

**Data Sharing Agreement**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and Teamsters Local 117 (DES) (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

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

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

(3) Category 3 – Confidential Information

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

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

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

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

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

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

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

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

**Dated: September 23, 2022**

For the Employer:

For the Union:

/s/

Siobhan Murphy, Lead Negotiator

/s/

Scott Clifthorne, Union Representative

**C. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**TEAMSTERS LOCAL 117 (DES)**

**Implementing Recognition and Retention Lump Sum Payment**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and Teamsters Local 117 (Union) is entered into for the purposes of implementing a recognition lump sum payment.

- A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical state employees; a one-time bonus will be provided. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following condition:
1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service.
- B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.
- C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.
- a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.
  - b. Payment eligibility is based on employee's position on July 1, 2023
- D. The amount of the lump sum payment for part-time and on call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.
- a. For employees who hold more than one part-time and/or on call position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).



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

**Dated: September 23, 2022**

For the Employer:

For the Union:

/s/

\_\_\_\_\_  
Siobhan Murphy, Lead Negotiator

/s/

\_\_\_\_\_  
Scott Clifthorne, Union Representative

**D. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**PEBB COALITION OF UNIONS**

**Medical Flexible Spending Arrangement Work Group**

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.

7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

**This MOU will expire on June 30, 2025.**

**Dated September 15, 2022**

For the Employer:

For the Healthcare Coalition:

/s/

Ann Green, OFM  
Lead Negotiator

/s/

Jane Hopkins, President  
SEIU 1199NW

/s/

Karen Estevenin, Executive Director  
PROTEC17