COLLECTIVE BARGAINING AGREEMENT

WASHINGTON ASSOCIATION OF FISH & WILDLIFE PROFESSIONALS
ADVOCATES FOR WASHINGTON'S FISH & WILDLIFE

THE STATE OF WASHINGTON

AND

WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

EFFECTIVE
JULY 1, 2023 THROUGH JUNE 30, 2025

2023-2025

WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS (WAFWP) 2023-2025

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SIGNATURE PAGE

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the Washington Association of Fish & Wildlife Professionals, referred to as the "Association."

The purpose of this Agreement is to promote mutual agreement and understanding between the parties and to set forth those matters pertaining to rates of pay, hours of work, and other employment relations matters, in accordance with RCW 41.80, which pertain to a respectful and productive labor relationship. The Preamble is not subject to the grievance procedure in Article 27.

ARTICLE 1
RECOGNITION CLAUSE

1.1 This Agreement covers the employees in the following bargaining units:

Non-Supervisory Fish, Wildlife, and Habitat	12992
Biological Data Systems / Quantitative Assessments	9797
Wildlife Area Managers and Assistant Managers	12354

1.2 This Agreement does not cover any statutorily excluded positions. In the event of a title change, or reallocation, the agency will notify the Association of such change in advance of the change.

1.3 The Employer recognizes the Association as the exclusive bargaining representative for all employees in its certified bargaining units.

1.4 If the Public Employment Relations Commission (PERC) certifies the Association as the exclusive representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.

1.5 The parties recognize that PERC has the exclusive authority to determine appropriate bargaining unit composition and exclusive representation.

ARTICLE 2
NON-DISCRIMINATION

2.1 The Employer and the Union agree to support and encourage diversity in the workplace and prevent all forms of discrimination. Both parties acknowledge that we maximize the potential of every employee when we treat all employees with respect and dignity. Our commitment to diversity and inclusion must be present and demonstrated each day to create fairer and more equitable outcomes. While history may have created inequalities in systems long ago, we are all part of the system now and it is our job to change it.

2.2 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, genetic information, national origin, political affiliation, military status, status as an honorably discharged veteran, a disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, or any real or perceived sensory, mental or physical disability, status as a real or perceived victim of sexual assault, domestic violence or stalking, citizenship or immigration status, or because of Association membership or representational activities. Bona fide occupational qualifications based on the above traits do not violate this Article.

2.3 Both parties agree that unlawful harassment of any form will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 2.1.

2.4 Employees who feel they have witnessed or been the subject 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. At the conclusion of the investigation, the complaining employee who brought the complaint and the investigated employee(s) will be provided with notification that the investigation is complete. Following completion of the internal complaint process, the Association may request in writing that the grievance process be continued. Such requests must be made in writing within twenty-one (21) calendar days of the employee and the Association being notified in writing of the findings of the internal complaint. No employee shall be required to waive their right to pursue a cause of action arising under RCW 49.60 or federal antidiscrimination laws. The Employer shall not require an employee to agree to a confidentiality agreement for the settlement of any harassment claims.

2.5 The parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action or diversity 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. By that determination, the Employer will not remove positions from the bargaining units represented by the Association without satisfying its bargaining obligation. The Employer is responsible for the position descriptions, however, when there is a vacant position, the agency will endeavor to seek input from those employees most intimately familiar with the nature of the work before finalizing any revisions or updates. Final approval for revisions to the position description will be by the appointing authority. Prior to a recruitment announcement being posted, the Employer and the hiring supervisor/manager will work together to develop supplemental questions consistent with the position description to identify the most qualified candidates. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred by Human Resources for further consideration by the hiring manager.

3.2 WDFW 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 WDFW.

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. The agency will interview all certified permanent internal candidates. 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 Crediting Experience for Required Competencies

The agency will credit all agency experience for all candidates, including but not limited to, all levels of Department of Fish & Wildlife (DFW) Scientific Technicians, that demonstrates through the application process one (1) or more of the specific competencies required for the position. Unless the agency, after consultation with the hiring supervisor, determines a position requires a specific degree, licensure, or certification, the agency will consider relevant experience in lieu of educational requirements when considering candidates for positions.

3.9 Opportunity for Feedback Conference

Any employee considered, but not promoted, will be offered the opportunity to confer with the supervisor of the position about reasons for non-selection and possible improvement for future promotions.

3.10 In the interest of preserving bargaining unit work, if a position covered by this Agreement is vacated and the agency believes that training must occur by the incumbent, the agency and the Association will discuss a plan providing for training and the eventual transition of any bargaining unit work back to the bargaining unit within one (1) calendar year. Nothing in this Section shall reduce the rights or obligations of the parties under this Agreement or applicable laws.

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

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. If the agency converts an existing permanent position to a non-permanent position, it shall normally notify the Association at least fourteen (14) calendar days prior to the effective date of conversion. When filling positions with other than a non-permanent appointment, the Employer will fill positions in accordance with Article 3, Filling of Vacancies. When recruiting for a permanent bargaining unit position, the recruitment announcement will be posted for a minimum of ten (10) calendar days.

4.2 Prior to certifying candidates in accordance with Article 3, an appointing authority may grant an administrative transfer, an appointment to the most senior candidate on the internal layoff list, 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, appointment from the layoff list, voluntary demotion or elevation will initiate a request in writing, and appointing authorities will consider these individuals. Candidates interviewed will be notified of the hiring decision.

4.3 Permanent Status

An employee will attain permanent status in a job classification upon successful completion of a probationary, trial service or transition review period. If an employee has worked more than twelve (12) consecutive months in a non-permanent status and the work is ongoing, the employee and/or the employee's supervisor can seek a change in status to a permanent status. The appointing authority will determine if a permanent status shall be given.

4.4 Types of Appointment

A. Non-Permanent

1. The agency may make non-permanent appointments to fill in for the absence of a permanent employee, during a short-term workload peak, while recruitment is being conducted, due to impending or actual layoff, for

paid internships or staff development opportunities, when the nature of the work is sporadic and does not fit a particular pattern, or a hiring freeze when the agency is prohibited from hiring a permanent employee. A non-permanent appointee must have the skills and abilities required for the position. When the appointing authority converts a non-permanent appointment to a permanent appointment, the employee will not serve a trial service period if they have been in that position for at least twelve (12) continuous months.

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 and the Association President 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.

3. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee, however, when practicable the Employer may provide more than one (1) working day's notice. Non-permanent appointments normally will not exceed eighteen (18) consecutive months in duration, unless mutually agreed upon by the Association and the Employer to extend the appointment.

4. The Employer may appoint an employee to fill a non-permanent position for up to two (2) seasons over two (2) years. If the position extends beyond two (2) seasons and meets the criteria of seasonal career employment in accordance with Subsection 4.4 (E) of this Article, the position shall be converted into a seasonal career position for the third season. The two (2) season threshold does not apply to newly created permanent seasonal career positions.

B. <u>On-Call Employment</u>

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. <u>In-Training Employment</u>

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with three (3) working days' notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to 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. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

   Employees with permanent project status will serve a trial service period when they:

a. Promote to another job classification within the project; or

b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period, unless an employee has already completed the probationary period for that classification.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 31, Layoff and Recall.

E. Seasonal Career Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period. The Employer may vary the duration of a seasonal career appointment within the current season.

2. Upon completion of a twelve (12) month probationary period completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status. Human Resources will identify paperwork which must be completed for an employee's return when hired seasonally. A complete hiring package may not be required each time.

3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article 31, Layoff and Recall.

4. Changes of less than thirty (30) days may be made to the length of a career seasonal employee's season length without the need to open a recruitment or conduct a layoff. Conversion of a career seasonal appointment to a year round appointment does not require the opening of a recruitment. The agency will provide information regarding the impact of a seasonal change on benefits when contacted by the employee and employees will have the right to accept the change or elect to be laid off by the agency. The Employer will notify the Association when it permanently modifies an employee's season length.

F. 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 an initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months. Once an employee serves the probationary period, the employee will not serve a subsequent probationary period unless there is a break in state service.

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, Grievance Procedure. The Employer will provide the employee three (3) working days' written notice prior to the effective date of the separation. If the Employer fails to provide three (3) days' notice, the separation will stand and the employee will be entitled to payment of salary for up to three (3) working days, which the employee would have worked had notice been given. Under no circumstance will notice deficiencies result in an employee gaining permanent status.

3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service. Employees will be notified each time their probationary period has been altered.

4. An employee who transfers or is promoted prior to completing an 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 appointing authority 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 demote into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months, unless the employee meets the requirements of Article 36.3 A.1. The Employer may extend the trial service period to no

more than twelve (12) consecutive months. The Agency will provide the reason(s) for the extension in writing to the employee and Association.

2. Any employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service. Employees will be notified each time their trial service period has been altered.

3. An employee serving a trial service period may voluntarily revert to their former permanent position within thirty (30) calendar days of the appointment, provided that the position has not been filled or an employment offer has not been made. With approval of the appointing authority, 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 permanent job classification.

   b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

   c. The reversion option, if any, will be determined by the agency using the order listed above. In both (a) and (b) above, the agency will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

4. With seven (7) calendar working days' prior 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 permanent 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 employee who is unsuccessful in completing their trial service period and who has no reversion options with a reasonable commuting distance 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 the employee 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 address performance issues in a timely manner and accurately reflect their evaluation of the employees that they supervise.

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, review/revision of the most current position description for the positions so it accurately reflects the assigned duties, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt 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 original performance evaluation forms, including the employee's comments, will be maintained by Human Resources in the employee's personnel file.

C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period.

D. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in Article 27, Grievance Procedure.

E. If an employee has been fully exonerated of misconduct in a disciplinary grievance by the Employer or an arbitrator or the Employer determines that allegations of

misconduct are false, then references to the misconduct in the performance evaluation will be removed immediately by Human Resources upon the request of the employee. If the Employer fails to remove the applicable portions of the performance evaluation, the failure to remove those references is subject to the grievance procedure. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal, legal action or as otherwise required by law.

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. Shift Employees
Overtime-eligible employees who work in positions that normally require coverage or relief for more than one (1) work shift.

D. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

E. 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. Employees may work a five (5) day eight (8) hour schedule, four (4) day ten (10) hour schedule or other schedule configurations. When establishing work schedules, the Agency will consider such things as business, operating and customer needs, commute trip reduction, work efficiency, employee needs and other reasonable factors such as Executive Order 14-02. The agency will designate employees in Total Time (or other agency payroll system) under whatever designation is necessary to provide appropriate payment. Schedules designated in total time (or other agency payroll system) may not reflect the variability of hours worked by an individual employee although the hours recorded will accurately reflect the total number of hours worked each day.

F. Work Shift
The hours an employee is scheduled to work each workday in a workweek.

G. Workweek

Normally, workweeks will begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.

H. Telework is the practice of performing required job functions that would normally be performed at the employee's official duty station as outlined in the employee's telework agreement.

6.2 Determination

The Employer will determine, based on the Fair Labor Standards Act, whether a position is overtime-eligible or overtime-exempt. The employee and Association will be notified if a change in overtime-eligible status is made to a position. The current overtime-eligible or overtime-exempt status will be maintained, so long as that status is in compliance with the state and federal law.

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

Employees may request adjustments to their regular schedule and supervisors will consider adjusting work hours during a workday or workdays during a workweek. Work shifts of different numbers of hours 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. The appropriate Division or Regional Program Manager or other Agency designee will consider commute trip reduction, work efficiency and other reasonable factors, such as employee needs, when setting work schedules. Alternate work schedules may be rescinded by the Appointing Authority or designee if business and customer service needs are not being met, or if performance or attendance concerns occur. In such case, the Employer will provide the basis for the change in writing to the employee.

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. If a temporary schedule change causes an employee to work thirty-eight (38) hours or more before the last workday of the workweek, the employee will be allowed to use vacation leave or compensatory time to reach forty (40) hours worked in the workweek unless the employee will be required to work four (4) hours or more on the last workday of the workweek. If the employee uses

leave to reach forty (40) hours in the workweek, the agency may still require the employee to work the last workday.

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice, which will include the basis for change, from the Employer. Overtime-eligible employees will receive seven (7) 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 Appointing Authority or designee's approval.

6.4 Overtime-Eligible Unpaid Meal Periods

The Employer and the Association 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 their 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 Association 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 Association 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 Overtime-Exempt Employees

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

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

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities. Full-time overtime-exempt employees are expected to work an average of forty (40) hours per workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The appropriate Division or Regional Program Manager or other agency designee will consider business, operating and customer needs, commute trip reduction, work efficiency and other reasonable factors such as work unit productivity and employee needs when setting work schedules. If an employee requests an alternate work schedule, the supervisor will be expected to submit a recommendation regarding the request to the appropriate Division or Regional Program Manager. Alternate work schedules may be rescinded by the Appointing Authority or designee if business and customer service needs are not being met, or if performance or attendance concerns occur. In such a case, the Employer will provide the basis for the change in writing to the employee.

D. With approval of the appropriate Division or Regional Program Manager or other agency designee, overtime-exempt employees will accrue exchange time for hours worked in excess of their normal workweek or pay period unless adjusted per Subsection 6.7 G of this Article. Within the pay period, supervisors will work with employees to establish work priorities and make any necessary adjustments to accomplish those priorities.

E. The salary paid to overtime-exempt employees is full compensation for all hours worked and all approved paid leave, except:

All overtime-exempt employees will receive pay when required by the Employer to work on a holiday, as identified in Article 10, Holidays, at an additional rate of one and one-half (1-1/2) times the employee's salary for the time worked.

F. Exchange time may be accrued at straight time to a maximum of one hundred ten (110) hours. Accrued exchange time will be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave. Exchange time has no cash value and cannot be transferred between agencies. The Appointing Authority may authorize the accumulation of exchange time in excess of one hundred ten (110) hours. The Appointing Authority may require the request for accumulation above the maximum to be accompanied with a liquidation plan to reduce those hours to the maximum.

G. If they give notification and receive prior approval from the immediate supervisor, overtime-exempt employees may flex their work hours within the pay period. Employees are responsible for keeping their supervisors apprised of their work hours and their whereabouts. Flexible work hours are not standard, recurring hours across pay periods, and do not change an employee's approved schedule.

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

6.8 Positive Time Reporting

Employees will accurately report time worked in accordance with a positive time reporting process as determined by the Agency. Upon supervisor approval, Agency employees who do not have access to Agency intranet may sign an attestation of time and their supervisor will be allowed to submit total time on their behalf.

6.9 Telework Position Eligibility

The Employer will document and maintain approved telework requests on an agency telework agreement. Approved telework agreements will:

1. Not change the employee's duty station;

2. Terminate upon transfer to a new position;

3. Be kept in the employee's official personnel file.

The Employer may require an employee to attend meetings in person or report to the office/field on an approved telework day with at least one (1) work days' notice. The Employer will consider the employee's personal and family needs.

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to any of the following:

1. Articulated business needs;

2. Customer service needs;

3. Documented performance and/or attendance concerns; or

4. Documented failure to comply with the terms of the telework agreement.

The approval, modification, or termination of a telework agreement may only be processed through Step 2 of the grievance process.

ARTICLE 7
OVERTIME

7.1 Definitions

A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of forty (40) hours per 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 (1/10th) 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 Authorization for Overtime

A. The immediate supervisor may assign overtime-eligible employees to work more than forty (40) hours in a work week provided that such assignment conforms with management directives, program priorities and budget constraints.

B. Employees may not conduct work activities that exceed forty (40) hours in a work week without prior approval, except in the case of a bona fide emergency. In the

case of an emergency necessitating overtime the employee shall notify their immediate supervisor as soon as practical.

7.3 Overtime-Eligibility Compensation

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

A. Employees who work more than forty (40) hours in a workweek will be compensated at the overtime rate.

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 work of more than forty (40) hours in a workweek.

C. Computation of overtime will be rounded up to the nearest one-tenth (1/10th) of an hour.

7.4 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. Supervisors will comply with State and Federal law when discussing overtime with employees. 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 unless ordered by an arbitrator, court or administrative agency. There will be no pyramiding of 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 compensatory time to no more than the maximum hours allowed under the Fair Labor Standards Act.

C. Compensatory Time Use

Employees may 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 fourteen (14) calendar days' notice.

D. Compensatory Time Cash Out

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

1. Leaves state service for any reason;

2. Moves to a position in their agency with different funding sources; or

3. Moves to another state agency.

ARTICLE 8
TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Association 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.

In addition to trainings required by agency policy and Federal and State regulations, the agency will make available courses on the following subjects on an annual basis:

A. Cold Water Survival;

B. Aircraft Emergency Egress Training (including Emergency Breathing Device Training);

C. Watercraft Training (MOCC, swift water, non-motorized);

D. Safety Training while working near highways/roadways;

E. Conflict Avoidance and De-Escalation Training;

F. Sampler Assault Training;

G. First Aid/CPR;

H. Remote Area/Wilderness Survival;

I. Firearms Proficiency and Safety; and

J. Fire Suppression and Fire Resource Advisory.

The agency will utilize qualified bargaining unit members as part of a hybrid approach to deliver Watercraft Safety (MOCC/MOTC) Training where practical.

The need for and frequency of trainings for an individual employee will be determined by the immediate supervisors and normally documented in the performance and development plan.

8.2 Participation in education and/or training programs required by the Employer 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 in writing to the employee. The Agency will not require the presentation of a paper or other presentation prior to approving attendance at training. All education and training requests occurring within the following six (6) months will be approved or disapproved within thirty (30) calendar days from the submission of a properly completed request.

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 The Agency will continue to maintain on-line search engines, such as Biosys, and access to on-line program selected professional journals for employee use. The Agency will fund employee attendance at professional conferences when beneficial, subject to agency budgeting and needs. The Agency recognizes the mutual benefit and encourages employee presentation of technical papers of original research at professional conferences.

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 expended 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.

8.8 Continuing Education

Within available funding, the Agency will provide each employee an opportunity each year for education in a field of study identified and documented in their performance development plan and which relates to the Agency mission/goals. All education and training requests occurring within the following six (6) months will be approved or disapproved within thirty (30) calendar days from the submission of a properly completed request.

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, excluding a driver's license, the Employer 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 After an employee's appointment to a position, if the Employer requires a new license and/or certification for that position, the Employer will reimburse the employee for the 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 for the renewal costs of licenses and/or certifications required as part of the minimum qualification for their position.

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 driver's license is required to perform their essential job functions, and whose license 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 is renewed, restored, or unless other accommodations are approved by the Appointing Authority or designee. However, the Employer may pursue disciplinary action for just cause 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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The 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, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article 7, Overtime, and Article 6.7 E, Hours of Work.

C. For 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.

3. Part-time employees will be compensated for holidays in accordance with Article 10.2 F.

D. For 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.

3. Part-time employees will be compensated for holidays in accordance with Article 10.2 F.

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 Association, which will constitute agreement of the employees.

F. Part-time employees whose appointment date, as shown on the appointment letter, is before the holiday and who 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. Full-time employees whose appointment date, as shown on the appointment letter, is before the holiday and who are in pay status for eighty (80) non-overtime or standby hours during the month, not counting the holiday or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday. Employees who resign or are dismissed or separated before a holiday will not be compensated for holidays occurring after the effective date of resignation, dismissal or separation.

H. 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.

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 personal holiday time must be scheduled and approved in the same manner as vacation leave.

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. 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.

E. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

F. 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 (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C and D above.

G. Upon request, an employee will be approved to use part or all of their personal holiday for the care of family members in accordance with the Family Care Act and WAC 296-130. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to request and approval as described in Subsections B, C and D above.

ARTICLE 11
VACATION LEAVE

This article has been modified by an **MOU** effective June 6th, 2024

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

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of 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 in one-tenth (1/10th) of an hour increments.

B. Employees may request vacation leave at any time on a first come, first served basis; however, in the case of competing requests received on the same day, seniority shall prevail. For requests that are made for leave within the following six (6) months, the employee will discuss the request with the supervisor within seven (7) days of submissions. Supervisors will approve or deny the request within fourteen (14) days of the original submission. If the supervisor fails to respond within fourteen (14) days, the employee may notify the appointing authority.

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 Family Care

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

11.7 Vacation Cancellation

Should the supervisor be required to cancel scheduled vacation leave because of an emergency, the affected employee shall have priority to select new vacation leave from available dates.

11.8 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits (currently two hundred eighty (280) 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 eighty (280) 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 eighty (280) 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.

11.9 Separation

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

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

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

ARTICLE 12
SICK LEAVE

12.1 Sick Leave Accrual

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave. 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 the part-time employee is in pay status in the calendar month to that required for full-time employment, up to a maximum of eight (8) hours in a month.

12.2 Sick Leave Use

Sick leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments and for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210.

B. Care of family members for illness, injury, and medical or dental appointments as required by the Family Care Act, WAC 296-130 and to provide care for family members as allowed under RCW 49.46.210. Family member is defined as a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; a 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; a spouse; a registered domestic partner as defined by RCW 26.60.020 and 26.60.030; a grandparent; a grandchild; or sibling.

C. Qualified absence under the Family Medical Leave Act (FMLA),

D. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.

E. Death of a relative that requires the employee's absence from work. In addition to relatives defined in Article 16.5 D relatives include foster child, aunt, uncle, niece, nephew, 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.

F. Leave for Family Military Leave as required by RCW 49.77 and in accordance with Section 17.11.

G. Leave for Domestic Violence Leave as required by RCW 49.76.

H. Preventative health care appointments of a household member, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.

I. 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.

J. When an employee is absent from work to be with members(s) of the employee's household, not to include family members the care of which is governed by Section 12.2 above, who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer.

K. Family, Relative and Household Member Defined:

1. A family member is defined as a:

a. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de factor parent, regardless of age or dependency status;

b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

c. Spouse;

d. Registered domestic partner as defined by RCW 26.60;

e. Grandparent;

f. Grandchild; or

g. Sibling

2. A relative is defined to include an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.

3. A household member is defined as persons who reside in the same home who have reciprocal duties to and 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.

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

The Employer will allow an employee who has used all of their sick leave to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposed if the employee has been informed that he or she has documented attendance problems reflected in their personnel or supervisory file.

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. 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 a 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.

12.6 Sick Leave Annual Cash Out

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

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

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

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

12.7 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 the employee's total sick leave balance on a one (1) hour for four (4) hour 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.

12.8 Re-employment

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.

12.9 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.

ARTICLE 13
SHARED LEAVE

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

1. Called to service in the uniformed services;

2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;

3. Bonding with their newborn, adoptive or foster child

4. Sick or temporarily disabled because of pregnancy or child birth

5. A victim of domestic violence, sexual assault, or stalking;

6. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition

7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments.

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

A. "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 or one family or household member by another family or household member.

B. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.

C. Employee's relative is limited to the employee's spouse, domestic partner, child, stepchild, grandchild, sibling, grandparent, parent, or stepparent.

D. 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.

E. "Domestic Partner" is defined as two (2) adults who meet the requirements for a valid state registered domestic partnership as established by RCW 26.60.030 and who have been issued a certificate of state registered domestic partnership by the Secretary of State's Office.

F. "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.

G. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.

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. "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.

K. "Victim" means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

L. Parental leave means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care parental leave must be used within the sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provide the parental leave is used within the first year of the child's life.

N. Pregnancy disability 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 determines that the employee meets the criteria described in this Section.

B. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Section 13.3.

C. 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).

D. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under Subsection 13.3(A)(3).

E. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.

F. The employee has abided by Agency policy regarding the use of sick leave and vacation leave if the employee qualifies under 13.3(A)(5).

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.

5. Is sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave to bond with the employee’s newborn, adoptive or foster child.

6. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability; or

7. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments.

B. The illness, injury, impairment, condition, call to service, or emergency volunteer services, consequence of domestic violence, sexual assault or parental or pregnancy disability leave, or stalking, 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 their:

1. Vacation leave, sick leave, compensatory time, personal holiday and personal leave reserves if the employee qualifies under Section 13.3. The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of vacation leave or forty (40) hours of sick leave; or

2. Vacation leave and paid military leave allowed under RCW 38.40.060, compensatory time, personal holiday and personal leave if the employee qualifies under Section 13.3. The employee is not required to deplete all of their accrued vacation leave, paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave; or

3. Vacation leave, compensatory time, personal holiday and personal leave day if the employee qualifies under Subsection 13.3(A)(3) or (A)(4). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or

4. Vacation leave, compensatory time, sick leave, personal holiday and personal leave day if the employee qualifies under Subsection 13.3(A)(5). However, the employee is not required to deplete all of their vacation and sick leave and can maintain up to forty (40) hours of sick leave.

5. Vacation leave, compensatory time, sick leave, personal holiday, and personal leave day if the employee qualifies under Subsection 13.3(A)(6) or 13.3(A)(7). The employee is not required to deplete all of their vacation

and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave.

E. The agency head 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 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 will require the employee to submit, prior to approval or disapproval, 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(A)(1), a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 13.3(A)(2), proof of acceptance of an employee’s offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3(A)(3), verification of the employee’s status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 13.3(A)(4), or verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed physician or health care practitioner verifying pregnancy disability under Subsection 13.3(A)(5).

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 A. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five (25%) of their base salary from the receipt of shared leave.

B Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Section 13.9 of this Article.

13.9 A. Any shared leave no longer needed or will not be needed at a 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).

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

C. 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 a shared leave request is closed and an employee later has a need to use shared leave due to the same condition listed in the closed 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 used.

ARTICLE 14
FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE - PREGNANCY DISABILITY LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

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

14.1 Federal Family and Medical Leave Act of 1993 (FMLA)

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any one (1) or more of the following reasons 1-5 (note: in Subsection 5 the law allows up to twenty-six (26) work weeks in a single twelve (12) month period):

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,who suffers from a serious health condition that requires on-site care or supervision by the employee.

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 short notice deployment, attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, attending post-deployment reintegration briefings and parental care.

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 FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

D. The FMLA entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

E. The Employer will continue the employee's existing Employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by FMLA. The employee will be required to pay the employee share of health insurance, life insurance and disability insurance premiums.

F. The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for a FMLA qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Any employee using paid leave for a FMLA event must follow the notice and certification requirements relating to FMLA usage in addition to any notice and certification requirements relating to paid leave.

G. The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for FMLA. Certification may also be required for use of military exigency leave.

H. The Employer will use forms designated by the United States Department of Labor in the administration of FMLA.

I. 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.

J. Upon returning to work after the employee's own FMLA-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.

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

14.2 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 FMLA during the first year after the child's birth or placement. The Agency will notify the employee whether the leave is granted or denied within fourteen (14) days of the employee's leave request. Leave beyond the period covered by FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in Article 27, Grievance Procedure.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA leave for baby bonding purposes.

14.3 Pregnancy Disability Leave

A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA.

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

14.4 Lactation Facilities

The Employer will provide lactation facilities in accordance with the Patient Protection and Affordable Care Act.

14.5 Washington Paid Family Medical Leave Program

The parties recognize that the Washington State Family and Medical Leave Program (RCW50A) is in effect and eligibility for and approval of leave for purposes as described under the Program shall be in accordance with RCW 50A.

A. 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.

B. The Employer will send a notification letter regarding PFML to the employee when learning of a possible qualifying event.

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

ARTICLE 15
SEVERE INCLEMENT WEATHER , NATURAL DISASTER AND EMERGENCY CLOSURES LEAVE

15.1 If the Employer decides that a state office or work location is non-operational or inaccessible due to severe inclement weather, natural disaster, other emergency circumstances 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.

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.

E. At the discretion of the employee's immediate supervisor, employees may work from their home or another designated work location if their work assignment permits.

15.2 If a work location remains fully operational but an employee is unable to physically report to work or remain at work because of severe inclement weather, 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.

E. At the discretion of the employee's immediate supervisor, employees may telework either from their home or another location if their work assignment permits.

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 If the Employer decides to close a state office or work location after the work shift has begun, employees will be released for the balance of the day without loss of pay. An employee who was unable to report to work because of conditions caused by severe inclement weather, natural disaster, or other emergency circumstances and is on leave in accordance with Subsection 15.2 of this Article, will be compensated for the balance of their work shift remaining after the closure was determined and will not be charged leave for that time. An employee who is on approved leave for reasons other than conditions caused by severe inclement weather, natural disaster, or other emergency circumstances will not have their leave restored.

15.4 Employees who report to work late due to severe inclement weather, natural disaster, or other emergency circumsanes will be allowed up to one (1) hour of paid time. The Employer may grant additional paid time if deemed reasonable under the circumstances. Section 15.2 will apply to any additional late time.

ARTICLE 16
MISCELLANEOUS LEAVE

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

A. Examinations or interviews for state employment. The Employer may approve reasonable travel time for examinations and interviews when the position is a WDFW position and; if approved, such travel time will be accounted for as miscellaneous leave time;

B. To attend State sponsored informational sessions such as retirement, health insurance, layoff or other sessions regarding employment matters;

C. To receive assessment from the Employee Assistance Program (EAP); or

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

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 the employee:

A. Is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or

B. Has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving regular pay, travel expenses and per diem to appear in a 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, including the loss of an unboard child, 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, personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. For purposes of this Subsection, family members, household members and relatives are those defined in Article 12, Section 12.2(K)(1-3).

E. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in Article 10.1, Holidays.

16.6 Personal Leave

A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than five (5) months.

B. The Employer will release the employee from work on the day selected for personal leave if:

1. The personal leave is scheduled and approved in the same manner as vacation leave.

2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal leave may not be carried over.

D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.

E. Upon request, an employee will be approved to use part or all of their personal leave day for:

1. The care for family members as required by the Family Care Act, WAC 296-130;

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 17.11; or

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

16.7 Life-Giving Procedure, Blood Platelet and Fluid Donations

A. When approved by the immediate supervisor, employees will receive paid leave, not to exceed working days in a two (2) year period, for participating in life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation,

without compensation, to a person or organization for medically necessary treatments. "Life giving procedure" does not include the donation of blood or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

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

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 fire fighter who is called to duty;

E. Military family leave;

F. Domestic violence leave;

G. Holidays of faith and conscience for up to two (2) days per calendar year, provided the employee's absence will not impose an undue hardship on the Employer as defined by WAC 82-56-020 or the employee is not necessary to maintain public safety.

17.2 Leave without pay may be granted for the following reasons:

A. Educational leave;

B. Child and elder care emergencies;

C. Governmental service leave;

D. Conditions applicable for leave with pay;

E. Seasonal career employment;

F. Voluntary leave in the state's Reduction-in-Force plan to reduce the effect of an agency reduction in force;

G. Injury or illness which prevents the employee from returning within the FMLA time periods;

H. Professional growth opportunity of immediate or future benefit to the Agency;

I. Sabbatical; or

J. As otherwise provided for in this Agreement.

17.3 Limitations

Leave without pay may be limited to 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 leave;

E. Seasonal career employment leaves;

F. Leave taken under the provisions of Article 14, Family and Medical Leave – Pregnancy Disability Leave;

G. Volunteer fire fighting;

H. Domestic violence leave;

I. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability.

17.4 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.

17.5 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.

17.6 Educational Leave

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

17.7 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies and is limited to a maximum of six (6) 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. The Appointing Authority or designee may grant exceptions to the six (6) day maximum.

17.8 Seasonal Career Employment

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

17.9 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.

17.10 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.

17.11 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 twenty-one (21) working 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 includes 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 in accordance with RCW 49.76.

17.13 Loss of a Required Driver's License

Employees for whom a driver's license is required to perform their essential job functions, and whose license has expired or been restricted, revoked or suspended, may be placed on leave without pay until the license is renewed or restored.

17.14 Approval and Denial

The Employer will approve or deny leave without pay requests within fourteen (14) calendar days of receipt. Reasons for denial will be provided to the employee in writing.

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 Association have a significant responsibility for workplace safety.

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 practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will timely investigate reported unsafe working conditions and take appropriate action.

C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with Article 13, Sick Leave, when employees self-report a contagious health condition.

D. The Association will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

18.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and training necessary for employees to perform their job. Employees shall wear or use Employer-provided safety equipment when working in an environment for which the safety equipment is required. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely.

18.3 The Agency will provide communication devices appropriate for the working conditions including but not limited to: radio, cellular, CB radio, or other means of communication for the safety of field staff. Employees will work with their supervisor and Division or Regional Manager or designee to identify the appropriate device(s). If a written request for a communication device appropriate for the working conditions is denied, the employee may request a review of the denial with the Appointing Authority.

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

18.5 Safety committees will consist of employees selected by the Association and Employer-selected members. The number of employees selected by the Association must equal or exceed the number of Employer-selected members. The number of Association-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Association 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.

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

18.7 Air Quality/Mold Assessments
Air quality or mold concerns may be brought to the Safety Office for evaluation. The outcome, including remediation steps taken by the Employer, if required, will be shared with the employee(s) who raised the concern and the Association.

18.8 If the Association raises safety or health concerns related to a specific Agency house or structure (permanent and temporary), after an initial assessment, the Employer may provide alternative worksite or housing while the concern is addressed. The Agency will expedite a meeting with the Association to discuss the issues.

18.9 In the event of a pandemic or other disaster resulting in an emergency declaration by the Governor and the Agency identifies the need to alter job duties or locations of work, the Agency shall determine and provide all required safety and remote work equipment.

ARTICLE 19
UNIFORMS, TOOLS AND EQUIPMENT

19.1 Uniforms
As established by current practice, the Agency may require employees to wear uniforms. Where required, the Agency will determine and provide uniform components. The Agency will seek to provide uniforms manufactured of materials appropriate for the work being performed. Employees will be required to return all provided uniforms upon separation from employment. The Agency will establish a committee, to include the Association, to modify the current uniform policy. This committee will continue to work on ensuring there are sufficient options for employee purchase of uniforms, tools and equipment which are appropriate for the work performed.

19.2 Tools and Equipment

As established by current practices, the Agency may determine and provide necessary technology tools, equipment and foul weather gear, as funding and resources allow. The Agency 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 state property, including but not limited to technology, tools, equipment and foul weather gear upon separation from employment. In those cases where an employee fails to return state property, the Employer may pursue appropriate action.

19.3 The Agency will furnish each field employee, including those working on the wildlife areas, with the following items, as needed: photo ID card, identifiable apparel, small equipment, rain gear appropriate to assigned duties and conditions, winter outerwear, waders and safety footwear as required, including items such as leather boots, caulks, and steel-toed footwear, cameras, leather gloves, respirators, eye and ear protection and other agreed upon equipment to adequately perform assigned duties. Other equipment may be made available as needed.

19.4 Employees assigned and furnished firearms will comply with agency policy and state and federal law regarding the qualification, possession, storage and use of the firearms.

19.5 Communication Devices

The Agency shall ensure that every employee who works in remote locations shall be provided a reliable means of communication and a clear check-in/check out procedure.

ARTICLE 20
DRUG AND ALCOHOL FREE WORKPLACE

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

20.2 Possession of Alcohol, Marijuana and Illegal Drugs

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

1. The premises are considered residences; or

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

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

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

20.3 Prescription and Over-the-Counter Medications

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

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, 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. Employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms, and those who prescribe, administer or dispense medications as part of their job duties.

1. For employees who perform other safety-sensitive functions, a post-firearm shooting drug and alcohol testing may be conducted for any shooting incident involving any accidental discharge of a firearm.

2. For employees who perform other 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 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 U.S. DOT recommended 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 and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, they will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

2. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

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

20.6 Training

Training will be made available to managers, supervisors and lead-workers. The Association may designate five (5) Association representatives to attend training every two (2) years and provide training materials to the Association. 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 controlled substances and/or alcohol; and

D. Rehabilitation services available.

20.7 Rehabilitation

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

ARTICLE 21
TRAVEL

21.1 Employees will be reimbursed for any authorized travel expenses (e.g., mileage, lodging and/or per diem), in accordance with Chapter 10 of the Office of Financial Management's (OFM) State Administrative & Accounting Manual (SAAM) and agency policy. Per diem for meals will not be reduced if: (1) an employee elects not to eat the continental breakfast provided as part of the lodging rate; or (2) the employee has a food allergy, or cultural and/or religious restriction requiring foods other than those provided at the hotel or conference; or (3) the employee's work/travel schedule does not match the breakfast service schedule.

21.2 Employees shall be notified upon hire or within fifteen (15) calendar days of a new requirement to use their personal vehicle for state business, if such use is on a regular or frequent basis. Employees shall not be required to ride in another employee's personal vehicle. When the Employer provides a vehicle for employee use for agency business, the Employer will provide a vehicle in safe working order.

ARTICLE 22
AVIATION INSURANCE

The Department of Fish and Wildlife agrees to continue to provide an insurance policy, as authorized by statute or regulation, for bargaining unit employees required to engage in unscheduled aircraft flights as a condition of their employment, in the maximum amount provided by statute for death and the present rate for dismemberment. The Agency will support legislation to increase the maximum benefit.

ARTICLE 23
OFFICIAL DUTY STATION

23.1 It shall be the duty of management to establish the permanent duty station of each employee. In the absence of assigned state office space, the employee may be asked to use their home as the official duty station. Once established, the Agency will not change the duty stations without first complying with Article 46, Entire Agreement.

23.2 If the official duty station is the employee's residence, and the employee is required to use a department phone with voicemail capability and/or a computer with internet access to perform DFW duties at that residence:

A. The Agency shall provide a department phone with voice mail capability, computer with internet access, which may be used only to conduct state business.

B. The employee shall be required to answer the department phone only during normal work hours.

C. Only the department phone number shall be published and/or given to the public.

D. The employee may be contacted by the agency during an emergency or on a de minimus basis on their personal telephone number.

E. A state vehicle may be taken to the residence. With approval of their immediate supervisor and in accordance with OFM regulations, employees will be permitted to park state vehicles(s) at their home for fewer than thirty (30) days. With the approval of the Appointing Authority or designee and in accordance with OFM regulations, employees will be permitted to park state vehicles(s) at their home for longer than thirty (30) days.

F. The Agency shall provide storage space for agency boats and other equipment.

23.3 The Agency will assign vehicles to field employees in accordance with State, agency policies and procedures for work related travel. Usage of assigned vehicles that is inconsistent with OFM regulations, agency policies or procedures may be subject to disciplinary action and loss of assigned vehicle.

23.4 The Agency shall establish a geographical area within which each field employee, not located in an office, must establish a permanent residence. Current duty stations are considered to conform with this Section.

23.5 Duty station changes will be discussed with employees sufficiently in advance of implementation to allow consideration of options.

23.6 Exceptions to the above residency requirement will be considered by the agency in light of an employee's personal circumstances on a case-by-case basis and may be granted if agency objectives will be met.

23.7 The Agency will not close, move or consolidate duty stations without negotiations with the Association regarding the impact of that decision. Any planned move in a duty station must be sent to the Human Resources Director (HR) in order for HR to notify the Association of the move.

ARTICLE 24
OFF-DUTY CONDUCT

24.1 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 RCW 42.52, or are detrimental to the employee's work performance, or Title 77, or a nexus exists between the employee's activities and employment and those activities disrupt the Employer's operations.

24.2 Bargaining unit employees will continue to abide by agency policies relating to off-duty conduct.

24.3 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, whichever occurs first.

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

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

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

26.4 Once an administrative investigation, or inquiry which may lead to discipline has been initiated and investigative scope and responsibility has been assigned, the investigator shall ensure notification to the employee and the Association in writing by letter. Upon written request of the Association, if an investigation will last longer than sixty (60) days from the date the employee was notified of the investigation, the Employer will provide an explanation to the Association of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed. A traditional element of just cause requires discipline to be imposed in a timely manner in light of the need for thorough investigation.

26.5 Investigatory Interviews

A. The Employer will notify the employee in writing, no less than seventy-two (72) hours in advance of an investigatory interview and a summary of the allegations against the employee sufficient to reasonably apprise the employee of the nature of the investigation. Upon request, an employee has the right to an Association representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have an Association 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. If agency employee(s) conduct a criminal

investigation on an agency employee, the investigators will inform the employee under investigation that the investigation is criminal in nature and may also be used by the Agency in making a disciplinary determination.

B. 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. Employees who are the subject of an investigatory interview will be informed of the general nature of the alleged misconduct before the employee is asked to respond to questions concerning the allegation(s).

E. 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 reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting their Association representative. This alternative assignment shall not extend beyond ninety (90) days unless approved in writing by the Director. 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. Upon conclusion of the investigation and resulting decision by the Appointing Authority, the employee will be immediately returned to their regular assignment, unless circumstances warrant otherwise.

26.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Association of the reasons for the contemplated discipline, 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.

In the event the Agency elects to utilize a criminal investigation as the basis for its administrative action, the Agency will attach full copy of the criminal investigation to the pre-disciplinary letter issued to the employee. Thereafter, the Agency will inform the Association that it has adopted the findings in the criminal investigation and any decision by the Agency relative to conducting a separate administrative investigation.

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

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

26.11 Letters of expectations are supervisory tools used to support performance and provide clear supervisory expectations. Letters of expectations are not considered discipline; however they may provide notice of performance concerns.

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 Association on behalf of an employee or on behalf of a group of employees. If the Association 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 Association 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 Association 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 Association 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 by the Association, 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 fifteen (15) 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 an Association representative or Association steward present.

Even when informal discussions occur, the written grievance must be filed no later than the fifteen (15) 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 Association 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 Association may file a written grievance with the employee's Appointing Authority or designee, with a copy to the Human Resources Office within the fifteen (15) day period described in Subsection 27.3(A).

The Appointing Authority or designee will meet (or if mutually agreeable confer by telephone), with an Association steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Association within fifteen (15) days after the meeting.

Step 2: Agency Head or Designee:

If the grievance is not resolved at Step 1, the Association 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 Association's receipt of the Step 1 decision. Upon agreement of the parties, the agency head or designee will meet or confer by telephone with an Association 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 Association within fifteen (15) days after the meeting and if the remedies are denied the response will include an explanation.

Step 3: Mediation:

If the grievance is not resolved at Step 2, the Association may file a request for mediation with the Public Employment Relations Commission (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 the Association's receipt of the Step 2 decision.

Step 4: Arbitration:

If the grievance is not resolved at Step 3, or the Association does not file a request for mediation, the Association may file a request for arbitration. The demand to

arbitrate the dispute must be filed with the LRS within fifteen (15) days of the final mediation session or the Association's receipt of the Step 2 decision. The Association will request a list of fifteen (15) arbitrators for selection through the Public Employment Relations Commission.

D. 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 American Arbitration Association (AAA) unless they agree otherwise in writing.

E. 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 Association, the Employer and the grievant.

F. 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, the Human Rights Commission, 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 agency for each employee. 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 laws. 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 they consider 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 file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least ten (10) working days in advance of the intended release date. The State shall not release documents such as evaluations, personnel action drafts or employee likenesses unless required to do so by public disclosure statutes after meeting the notice requirements herein.

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. At the request of the employee, documents or awards acknowledging job performance will be placed in the employee's personnel file.

28.5 Removal of Documents

A. Documented counseling, oral reprimand documentation, and 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 six (6) 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 employee requests for removal of documents from their personnel file will be directed to the HR Director or designee in writing. Upon consultation with the Appointing Authority, the HR Director or designee will provide a written response of the decision regarding removal of documents to the employee within thirty (30) days of the request.

28.6 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation unless circumstances warrant otherwise.

ARTICLE 29
REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

29.1 Disability Accommodations

The Employer and the Association 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 requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the agency. The Employer will acknowledge receipt of the request for reasonable accommodation and will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.

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. A status update will be given to the employee within thirty (30) days of the submittal of the request and each thirty (30) days thereafter.

29.5 Safety Accommodations

An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim of domestic violence, sexual assault or stalking (victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication pursuant to state law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

29.6 A reasonable safety accommodation may include, but is not limited to:

a. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

b. Leave pursuant to Article 13 and Article 18 may be considered a reasonable safety accommodation.

c. The Employer may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

29.7 Pregnancy Accommodations

For purposes of this Section, "pregnancy" includes the employee's pregnancy and pregnancy related health condition.

29.8 A pregnant employee may request a reasonable accommodation, which may include any of the following:

a. Providing more frequent, longer, or flexible restroom breaks;

b. Modifying a no food or drink policy;

c. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;

d. Providing seating or allowing the employee to sit more frequently if her job requires her to stand;

e. Providing for a temporary transfer to a less strenuous or less hazardous position;

f. Providing assistance with manual labor and limits on lifting;

g. Scheduling flexibility for prenatal visits; and

h. Any further pregnancy accommodation an employee may request, and to which an Employer must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.

29.9 The Employer may deny a reasonable pregnancy related accommodation cased on undue hardship is the requested accommodation requires significant difficulty or expense. An Employer may not claim undue hardship for the accommodations listed above in Section 29.8 (a), (b) and (d), or for limits on lifting over seventeen pounds, and the Employer may not request written certification for those same accommodation requests.

29.10 The Employer will not require a pregnant employee to take leave if another reasonable accommodation can be provided.

29.11 An Employer, except for the limitations in Section 29.9 above, can require the employee to provide written certification from her treating health care professional regarding the need for a reasonable accommodation.

29.12 An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

29.13 Disability Separation

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 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. If the employee elects to have a second medical examination, the Agency will give the employee a copy of the documentation provided to the physician or licensed mental health professional that performed the original independent medical examination. The results of

the second examination will be taken into consideration when making an accommodation or disability separation determination.

29.14 The Agency may separate an employee after providing at least three (3) working days' notice 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.

29.15 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.

29.16 Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve the disability separation in accordance with Article 27, Grievance Procedure, unless separation was at the employee's request. Should an employee grieve a disability separation taken as a result of an examination, the Agency will release the examination results to the Association provided the employee signs a medical release form authorizing such release.

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. Actual hours worked includes all overtime hours and all paid holiday and leave hours, excluding compensatory time. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. 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;

5. Compensable work related injury or illness leave;

6. Pregnancy disability or parental leave; and/or

7. Leave authorized by a governor's proclamation directly related to health and safety.

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 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 Seniority List

The Employer will prepare and post a seniority list and provide a copy to the Association by September 15 of each year. The list will be updated annually and will contain each employee's name, job classification and seniority date. 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.

ARTICLE 31
LAYOFF AND RECALL

31.1 Layoff is an Employer initiated action, taken in accordance with Subsection 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; or
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 career seasonal employment layoffs and those resulting from Subsections E and F in Section 31.3, below, the Agency will notify the Association of its intent to lay off bargaining unit members. This notice shall include: the position(s) to be eliminated; all funding sources for the position(s) to be eliminated; an electronic list of the seniority of all general service WDFW employees including each employee's job class and program; and a list of all current funded permanent vacant positions. Upon request, the Employer will discuss impacts to the bargaining unit with the Association.

31.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds;

B. Lack of work;

C. Change in the length of a seasonal career appointment;

D. Good faith reorganization;

E. Ineligibility to continue in a position that was reallocated;

F. Termination of a project; or

G. 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.

D. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date and the employee will continue to accrue vacation and sick leave credit at their normal rate.

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 A, 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 recruitment and layoff, the Agency will use the most current completed (reviewed, approved and signed by the appropriate chain of command) position description form, as well as a skills and abilities questionnaire if completed by the involved employee, as the primary basis for determining the skills and abilities necessary to perform the duties of the position.

31.9 Formal Options

A. Employees will be laid off in accordance with Section 31.3, Basis for Layoff. Formal options, if any, are based on seniority, as defined in Article 30, Seniority, among the group of employees with the required skills and abilities for the position 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, using all available information including written skills and abilities if submitted by the employee, prior to making any layoff option. Employees being laid off will be

provided an option to a comparable position in descending order within the layoff unit, as defined in Appendix A and illustrated in the layoff flow chart. For the purposes of this Article, project and permanent positions will be considered comparable. Once an option as described in one (1) through three (3) below is available and offered, no further formal option will be provided.

1. A funded vacant position for which the employee has the skills and abilities, within their current job classification. If there are multiple funded vacancies within the layoff unit, the employee(s) will be afforded a choice according to seniority and the required skills and abilities.

2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

   Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions unless the agency receives a written request from the employee within seven (7) calendar days of the date of the at-risk notice that the employee would accept a part-time position as a formal layoff option.

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 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 any layoff option(s). The employee must have the skills and abilities of any identified position.

D. For employees who have transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:

   1. a. A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.

b. A funded vacant potion within another job family and level at the same salary range for which the employee has the skills and abilities.

2. a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.

b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within a job classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions. For employees in the IT Professional Structure hired on or before June 30, 2019, the IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.

31.10 Informal Options

An employee being laid off will be offered a funded vacant position if available, to job classifications 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, using all available information including written skills and abilities if submitted by the employee, if the employee possesses the required skills and abilities for the position, prior to making an informal layoff option. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal options to both part-time and full-time positions.

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 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. Except for seasonal career employees, employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. The acceptance period will begin when the options are provided to the employee. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Agency to the employee. Notice for career seasonal employees will be in accordance with Section 31.16.

D. The day that a correct notification letter is given, so long as notification is within the normal work hours of 8:00 am to 5:00 pm constitutes the first day of notice. If notification is made on a Friday after 3:00 pm, then the following Monday or the next working day, whichever is sooner, will be the first day of notice.

31.12 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.

31.13 Transition Review Period

A. The Agency will require an employee to complete a twelve (12) 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 shorten an employee's review period. 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 eligibility expires or the employee has been rehired, whichever occurs first. Separation during the transition review period will not be subject to the grievance procedure in Article 27, Grievance Procedure.

31.14 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 the layoff or until such time they have been rehired for the classification the list covers, whichever occurs first.

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 either Article 4.2 or 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, their name is removed from the layoff list unless returned to the list in accordance with other Sections of this contract.

31.15 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Enterprise Services. 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.

31.16 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 A. 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 statutes, 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 Committee(s) is to provide continuing communication between the parties and to promote constructive labor-management relations.

33.2 Committee Structure and Function

An agency statewide Labor/Management Communication Committee will be established to discuss and exchange information of a group nature and general interest to both parties.

A. Composition

The Labor/Management Communication Committee will consist of up to six (6) employee representatives and up to six (6) Employer representatives. In addition to those specified above, the Association attorney and a Human Resources staff person may also attend.

B. Participation

1. The Association will provide the Human Resources Office 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 authorize the release of employee representatives to attend committee meetings if advance notice is received and their absences do not cause a disruption of work. Employees will be allowed up to one (1) hour during their normal working hours to prepare for each Labor/Management Communication Committee meeting.

2. Employees released to attend committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Association is responsible for paying any mileage, lodging and/or per diem

expenses of employee representatives, unless a state vehicle is available and authorized for the employee's use to conduct official state business.

C. Meetings
All committee meetings will be scheduled on mutually acceptable dates and at mutually acceptable times.

D. Each party will provide the other with any topics for discussion ten (10) calendar days prior to a scheduled meeting.

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 Association of changes in policies that affect mandatory subjects and the Association 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, Grievance Procedure.

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

ARTICLE 34
ASSOCIATION ACTIVITIES

34.1 Staff Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Association will provide the Employer with a written list of staff representatives. The Association 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 Association Stewards/Association Representatives

A. Within thirty (30) calendar days from the effective date of this Agreement, the Association will provide the Employer with a written list of current Association representatives. The Association will maintain the list. The Employer will not recognize an employee as an Association representative if their name does not appear on the list.

B. Association representatives will be released during their normal working hours to attend meetings scheduled with management within the representative's designated

area or facility unless otherwise mutually agreed, 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 Association representative will notify and receive approval from their supervisor before attending a meeting. Representatives 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 Association representative's non-work hours will not be considered as time worked. Association representatives 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 an Association representative spends performing representational responsibilities is affecting their ability to accomplish assigned duties, the Employer will discuss potential remedies with the employee and the Association.

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 Association to hold meetings, subject to availability of the space and with prior written authorization from the Employer.

B. Supplies and Equipment

The Association and its membership will not use state-purchased supplies or equipment to conduct Association business or representational activities. This does not preclude the use of the telephone for representational activities if there is little or 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 Association 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 Association representation. Association representatives 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 Association and its Association representatives will not use the above-referenced state equipment for Association organizing, internal Association business, advocating for or against the Association 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 Association for Association communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Association 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 Association literature. Association communications may not be posted in any other location in the agency.

34.5 Association Training

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

34.6 General Membership Meetings

Provided the employees' attendance does not interfere with the operations of the agency and the employee has provided seven (7) calendar days' advance written notice to the employee's supervisor with the anticipated duration of time spent away from the worksite, Association members shall, while on duty, be allowed to attend one (1) general membership meeting per fiscal year, regarding labor relations with the Employer. The Employer will not be responsible for travel costs (including mileage, lodging and per diem) or overtime related to the meeting.

34.7 Contract Negotiations

The Association may designate no more than seven (7) bargaining unit members who will serve as the negotiation committee and will be allowed to attend the number of negotiation sessions, agreed upon by the Association and management, without loss of pay. The

Association will notify the Employer of those members who will be designated as the bargaining team.

34.8 Contracts

Employees will be allowed to bookmark and download a copy of the current collective bargaining agreement on their agency computer.

34.9 Access To New Employees

Within ninety (90) days of a new employee's start date, the Agency will provide the Association 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 Association and the collective bargaining agreement. This presentation may occur during a new employee orientation provided by the Agency or at another time and location mutually agreed to by the Agency and Association. No employee will be required to attend the meetings or presentations given by the Association.

34.10 Information Requests

The Employer agrees to provide the Association, upon written request, relevant materials and information necessary for the Association to fulfill its responsibility to administer this Agreement.

ARTICLE 35
DUES DEDUCTION AND STATUS REPORT

35.1 Association Dues Deduction

When the Association provides written authorization to the Employer for deduction of membership dues, the Employer will deduct from the employee's salary, an amount equal to the Dues required to be a member of the Association, depending on their permanent or non-permanent dues rate. The Agency will provide payments for all said deductions to the Association each pay period.

35.2 Notification

When the Employer hires, transfers, promotes or demotes an employee into a classification represented by the Association, the Employer will inform the employee of the Association's exclusive representation status, provide the employee with membership material supplied by the Association and will notify the Association within fourteen (14) days of the Human Resources Office receiving notice of that hire, transfer, promotion or demotion. New employees will also be subject to the provisions of Article 34.9.

35.3 Dues Cancellation

An employee may cancel payroll deduction of Dues by written notice to the Association. The cancellation will become effective no later than the second payroll after the Employer's receipt of the notice from the Association. The Agency will inform an employee when the employee takes a new position outside an Association bargaining unit.

35.4 Indemnification

The Association and employees agree to indemnify and hold the Employer harmless from all claims, demands, lawsuits or other forms of liability that shall arise against the Employer for or on account of compliance with this Article and any issues related to the deduction of dues.

35.5 Employee Status Reports

A. Every three (3) months, the Employer will provide the Association a list of all employees in their bargaining units. The written list shall contain the agency, employee's name, mailing address, job classification, work unit and bargaining unit code. The Association shall maintain the confidentiality of all employees' mailing addresses.

B. Monthly, the Employer will provide the Association a list of all employees who have been appointed to, separated from, promoted or demoted in or out of its bargaining units that includes the following information:

1. Employee Identification Number;
2. Employee Name;
3. Position Number;
4. Duty Station County;
5. Employee Group;
6. Bargaining Unit Code;
7. Bargaining Unit Title;
8. Job Title;
9. Organization Key;
10. Organization Code;
11. Organization Title;
12. EPIC Code;
13. Position Detail;
14. Office/Duty Station Address to include city, state, zip code;
15. Employee Identification Number of Supervisor; and
16. Supervisor Name.

ARTICLE 36
CLASSIFICATION

For the purposes of this Agreement the term "classification and/or class" is defined as a level of work within the statewide job classification system. Where there is a professional structure that includes a job family and a job level, the combination of the job family and the job level constitutes a class, and a change in job family, job level or both is a change in class.

36.1 Classification Plan Revisions

A. The Employer will provide to the Association, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided utilizing the OFM State Human Resources Director's meeting agenda notice. Agency initiated requests will be provided to the

Association. 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

The Agency will create a clear and consistent procedure for this process including a list of all required forms (both LRS and WDFW) and a flow chart of required signatures and HR contacts.

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

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form. Nothing precludes an employee who is requesting a reallocation from submitting a copy of the request to the designated Human Resources Office to be date stamped (either in person or via email. The date of the mail submission shall be considered as the time of date stamp). The date of this submittal shall be considered as the date that retroactive pay, if any, is applied.

B. The supervisor will then send the completed form (including all components identified in the WDFW Allocation Checklist) to the agency's Human Resources Office where it will be assigned to a Senior HRC who will review the Position Description and accompanying material in preparation for the final analysis. In the event a reallocation decision has not been made within ninety (90) days of submission of the completed form, the employee and the Association will be notified via email that the Human Resources Director is either reassigning the review or will otherwise ensure the review is completed. A decision regarding appropriate classification will then be made by the agency within one-hundred-eighty (180) calendar days of the submission for reallocation.

C. In the event the employee disagrees with the reallocation decision of the agency, they may appeal the decision to OFM State Human Resources within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the OFM State Human Resources will then make a written determination which will be provided to the employee.

D. The employee or the Employer may appeal the determination of the OFM/State Human Resources to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision. The 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 employee request was date stamped by the Human Resources Office of 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 six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status. If an employee is in probationary or trial service status at the time of reallocation, the Employer will determine whether the reallocation warrants an additional probationary or trial service period. In such a case, the Employer will inform the employee of that decision.

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 six (6) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. The Employer may choose to promote the incumbent employee without competition as long as the employee possesses 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, Layoff and Recall, 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. At the time of the reallocation, the

Appointing Authority may authorize, at their discretion, an increase of the base salary up to a total of ten percent (10%). The base salary will not 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.

36.6 The Employer will notify the Association when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this agreement.

ARTICLE 37
COMPENSATION

37.1 Pay Range Assignments

A. Effective July 1, 2023, each classification represented by the Association will continue to be assigned to the same salary range of the "Washington State General Service Salary Schedule Effective January 1, 2023 through June 30, 2025" as it was assigned on June 30, 2023.

B. Effective July 1, 2023, each employee will continue to be assigned to the same range and step of the 2023-2025 State General Service Salary Schedule that they were assigned on June 30, 2023.

C. All ranges and steps of the General Service Salary Schedule will be as shown in Appendix B, effective, July 1, 2023 to June 30, 2024. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

D. Effective July 1, 2023, all ranges and steps of the General Service Salary Schedule will be increased by four percent (4%), as shown in Appendix C. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

E. Effective July 1, 2024, all ranges and steps of the General Service Salary Schedule will be increased by three percent (3%) as shown in Appendix C. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2024.

F. Minimum Wages Determined by Local Ordinances
Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directly by the local ordinance. The Employer will

first consider the hourly wage of the employee's base salary plus the King County premium pay (if applicable). If, after this consideration, the employee's salary is still below the local ordinance minimum wage the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

G. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B, C and D 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 "IT" Professional Structure Pay Range Assignments

A. Effective July 1, 2023, Appendix H identifies the salary range and classification assignment.

B Effective July 1, 2023, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by four percent (4%) as shown in Appendix H.

C. Effective July 1, 2024, all salary ranges and steps of the "IT" Range Salary Schedule will be increased by three percent (3%), as shown in Appendix I.

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

37.3 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than fifteen percent (15%) 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 more than thirty (30) calendar days to a higher level classification whose range is fifteen percent (15%) 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.

37.4 Establishing Salaries for New Employees and New Classifications

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State General Service Salary Schedules as described in Section 37.1. Supervisors may make a recommendation regarding the appropriate step, based upon qualifications and recruitment issues, to the Appointing Authority.

B. In the event the Employer creates new classifications during the term of this Agreement, the Association 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.

37.5 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 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.

37.6 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose range is less than fifteen percent (15%) 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 fifteen percent (15%) 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.

37.7 Salary Increases to Enhance Recruitment and Retention

The Agency 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.

37.8 Demotion

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

37.9 Transfer

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

37.10 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.

37.11 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.

37.12 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 37.6, above.

37.13 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.

37.14 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.

37.15 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. A basic shift premium of two dollars and fifty cents ($2.50) 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 pm and before 6:00 am where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 pm and before 6:00 am.

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 pm and before 6:00 am.

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.

37.16 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. Permanent members of the WDFW Oil Spill Response Team who are required to be fit for duty and respond immediately to a page from the Department of Ecology during hours outside the normal business day will be compensated at the rate of seven percent (7%) of their hourly base salary for time spent in standby status.

37.17 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.

37.18 Salary Overpayment Recovery

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

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

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

B. Method of Payback

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

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

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

C. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the Agency's written notice of overpayment, the Agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

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

E. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 27, Grievance Procedure, of this Agreement.

37.19 Assignment Pay Provisions

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

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

B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay Rates and Special Pay Ranges and Notes are attached as Compensation Appendices B and C to this Agreement.

37.20 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.

37.21 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 laws or regulation.

37.22 Pretax Health Care Premiums

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

37.23 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 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 in Article 27, Grievance Procedure.

37.24 Emergency/Disaster Operations Compensation

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

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

B. For those hours worked during the activation, one dollar ($1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation

including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.

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

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

37.25 Fire Duty Compensation – Department of Fish and Wildlife (DFW)

The following Subsection applies to WAFWP members engaged in fire suppression duties under an incident command structure. It does not apply to the work performed by the Prescribed Burn Team unless members of that team become engaged in fire suppression duties under an incident command.

A. Compensation for Typical Fire Suppression Duties and/or Participating in the DNR Fire Training Academy Implementation: DFW employees performing fire suppression duties as defined in RCW 76.04.005(22), or other emergency duties, or participating in the DNR Fire Training Implementation, when they are working under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus two dollars ($2.00) if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a work week.

2. Two dollars ($2.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, call back, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours. The provisions of this Section do not apply to the DNR Fire Training Academy.

3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1(D) of Article 7, Overtime.

B. Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24) hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time. When employees are deployed to a closed satellite camp the agency (the "Agency" may be DNR instead of DFW if DFW employees are under a DNR incident command structure) will provided specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot

catered meal, adequate sleeping facilities (this means sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the Agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the Agency meets its obligation.

37.26 King County Premium Pay

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

ARTICLE 38
HEALTH CARE BENEFITS

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

38.1 A. For the 2023-2025 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the 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.

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

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

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);

2. Use clinical evidence and;

3. Be the decision of the PEB Board.

C. Article 38.1(B) will expire June 30, 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 changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.

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) 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 2024 and again in January 2025, the Employer will make available two hundred fifty dollars ($250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member presented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 38.5 (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 ($60,000.00) 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 heath 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.

ARTICLE 39
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

In accordance with state and federal law, the employees in the bargaining units represented by the Association and the State agree to form a Voluntary Employees' Beneficiary Association (VEBA) funded by the retiree's sick leave cash out. Biennial elections regarding participation in the VEBA will be held by October 15 every odd calendar year. The Agency shall provide the Association with a list of all eligible voters by September 15 every odd calendar year.

ARTICLE 40
COMMUTE TRIP REDUCTION AND PARKING

40.1 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. The Agency will not require the use of personal vehicles merely for energy-saving reasons.

40.2 The Agency will provide commute trip reduction incentives consistent with agency policies and within available resources. Pursuant to Executive Order 14-02 the Employer may allow employees to work from home in order to reduce their commute by one (1) or more days a week if the Employer determines that their position and work is conducive to a telework agreement.

40.3 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, 2019.

40.4 All Employees with King, Pierce or Snohomish County Duty Stations

A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a "One Regional Card for All", otherwise known as an ORCA Card.

Specifically, travel for the 2019-21 contract will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;

2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;

3. Unlimited Seattle Streetcar trips;

4. Unlimited King County Water Taxi trips;

5. Unlimited trips with Kitsap Transit foot (Port Orchard-Bremerton and Annapolis-Bremerton routes) and fast (Bremerton-Seattle and Kingston-Seattle route) ferry services; and

6. Paratransit services from Kitsap Transit and King County Metro

B. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars ($50.00) towards the monthly cost.

ARTICLE 41
UNIFORMED SERVICE SHARED LEAVE POOL

41.1 Purpose

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

41.2 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.

41.3 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.

41.4 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, 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.

41.5 This Article is not subject to the grievance procedure.

ARTICLE 42
WORK-RELATED INJURY OR ILLNESS

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

42.2 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.

42.3 Return to Work

The Employer will follow the provisions of WAC 357-19-525 through 535 and agency policy related to a return-to-work program.

ARTICLE 43
PRESUMPTION OF RESIGNATION

43.1 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.

43.2 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.

43.3 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.

43.4 Grievability
Denial of a petition for reinstatement may be processed only through the agency head step of the grievance procedure.

ARTICLE 44
AGENCY POLICIES

44.1 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 Association and satisfy our collective bargaining obligation in accordance with Article 46.5 of this agreement.

44.2 In addition to seeking subject matter expert input during the initial drafting of policies and/or policy changes, the Employer agrees to provide the Association with all policy updates at least fourteen (14) calendar days prior to the effective date of the changes.

ARTICLE 45
STRIKE AND LOCKOUT PROHIBITION

45.1 Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.

45.2 The Employer may discharge and/or discipline any employee who violates Section 45.1, 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.

45.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

45.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 46
ENTIRE AGREEMENT

46.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2009, is null and void, unless specifically preserved in this Agreement.

46.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

46.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

46.4 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.

46.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Association of these changes and the Association may request discussions about and/or negotiations within the notice period. In the event the Association 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 Association 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.

46.6 The Employer will notify the Association of decisions it has made that impact a mandatory subject of bargaining and will satisfy its collective bargaining obligation. The Association may request discussions about and/or negotiations within the notice period. The parties will agree to the location and time of the discussion and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

ARTICLE 47
SAVINGS CLAUSE

47.1 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 48
POSTING OF AGREEMENT

The Employer will post the Agreement electronically available for downloading as per Article 34, Association Activities.

ARTICLE 49
DURATION

49.1 All provisions of this Agreement will become effective July 1, 2023 and will remain in full force and effect through June 30, 2025.

49.2 If this Agreement expires while negotiations between the Association 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.

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

ARTICLE 50
EMPLOYEE ACTIVITY AND PRIVACY

50.1 Employees may make and receive telephone calls on their personal cell phones, provided this activity does not interfere with the performance, safety or productivity of the employee(s) or the Agency.

50.2 The Employer will take all reasonable efforts to maintain the confidentiality of personal information about an employee. Confidential information obtained by the Employer about an employee must not be improperly divulged.

50.3 The Employer will not release confidential personal and/or contact information in any files maintained for employees to third parties, to the extent that disclosure would violate an employee's right to privacy, unless disclosure is at the request of the employee or compelled by law or court order.

50.4 The Employer will promptly notify an employee when the Employer receives a request by a third party, other than law enforcement or court order, to release confidential, personal information about an employee or the Employer proposes to release such information on its own initiative. Notice will be provided to the employee seven days in advance of the release of any such information so that, if necessary, the employee may reasonably contest the release of the information.

50.5 Employees generally will not be subjected to video monitoring in the workplace without notice by the Employer. Where the Employer has reasonable grounds to believe that an employee is engaging in misconduct, the Employer may use video monitoring without prior notice.

APPENDIX A
LAYOFF UNITS

1. Department of Fish and Wildlife

The following shall constitute separate layoff units.

A. All classified support staff.

B. Programs headed by an Assistant Director, except all classified support staff.

C. Director's office, except all classified support staff.

D. Seasonal career employees have layoff rights within the agency to other seasonal career positions for which they have the skills and abilities, within their layoff unit. For seasonal career employees, the layoff unit will be defined as either A, B, or C above.

A reasonable commute for layoff purposes is considered to be approximately forty (40) miles from the employee's permanent duty station. If no option is available within a reasonable commute, the search expands to statewide within the layoff unit. If no option is available in the state within the layoff unit, the unit expands to the department statewide.

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
30	Annual	32340	32880	33660	34500	35280	36072	36900	37740	38640	39528	40512	41448	42444
	Monthly	2695	2740	2805	2875	2940	3006	3075	3145	3220	3294	3376	3454	3537
	Hourly	15.49	15.75	16.12	16.52	16.90	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33
	Standby	1.08	1.10	1.13	1.16	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42
31	Annual	32880	33660	34500	35280	36072	36900	37740	38640	39528	40512	41448	42444	43428
	Monthly	2740	2805	2875	2940	3006	3075	3145	3220	3294	3376	3454	3537	3619
	Hourly	15.75	16.12	16.52	16.90	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80
	Standby	1.10	1.13	1.16	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46
32	Annual	33660	34500	35280	36072	36900	37740	38640	39528	40512	41448	42444	43428	44400
	Monthly	2805	2875	2940	3006	3075	3145	3220	3294	3376	3454	3537	3619	3700
	Hourly	16.12	16.52	16.90	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26
	Standby	1.13	1.16	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49
33	Annual	34500	35280	36072	36900	37740	38640	39528	40512	41448	42444	43428	44400	45552
	Monthly	2875	2940	3006	3075	3145	3220	3294	3376	3454	3537	3619	3700	3796
	Hourly	16.52	16.90	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82
	Standby	1.16	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53
34	Annual	35280	36072	36900	37740	38640	39528	40512	41448	42444	43428	44400	45552	46596
	Monthly	2940	3006	3075	3145	3220	3294	3376	3454	3537	3619	3700	3796	3883
	Hourly	16.90	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32
	Standby	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56
35	Annual	36072	36900	37740	38640	39528	40512	41448	42444	43428	44400	45552	46596	47688
	Monthly	3006	3075	3145	3220	3294	3376	3454	3537	3619	3700	3796	3883	3974
	Hourly	17.28	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84
	Standby	1.21	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60
36	Annual	36900	37740	38640	39528	40512	41448	42444	43428	44400	45552	46596	47688	48864
	Monthly	3075	3145	3220	3294	3376	3454	3537	3619	3700	3796	3883	3974	4072
	Hourly	17.67	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40
	Standby	1.24	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64
37	Annual	37740	38640	39528	40512	41448	42444	43428	44400	45552	46596	47688	48864	50088
	Monthly	3145	3220	3294	3376	3454	3537	3619	3700	3796	3883	3974	4072	4174
	Hourly	18.07	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99
	Standby	1.27	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68
38	Annual	38640	39528	40512	41448	42444	43428	44400	45552	46596	47688	48864	50088	51384
	Monthly	3220	3294	3376	3454	3537	3619	3700	3796	3883	3974	4072	4174	4282
	Hourly	18.51	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61
	Standby	1.30	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
39	Annual	39528	40512	41448	42444	43428	44400	45552	46596	47688	48864	50088	51384	52620
	Monthly	3294	3376	3454	3537	3619	3700	3796	3883	3974	4072	4174	4282	4385
	Hourly	18.93	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20
	Standby	1.33	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76
40	Annual	40512	41448	42444	43428	44400	45552	46596	47688	48864	50088	51384	52620	53964
	Monthly	3376	3454	3537	3619	3700	3796	3883	3974	4072	4174	4282	4385	4497
	Hourly	19.40	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84
	Standby	1.36	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81
41	Annual	41448	42444	43428	44400	45552	46596	47688	48864	50088	51384	52620	53964	55224
	Monthly	3454	3537	3619	3700	3796	3883	3974	4072	4174	4282	4385	4497	4602
	Hourly	19.85	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45
	Standby	1.39	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85
42	Annual	42444	43428	44400	45552	46596	47688	48864	50088	51384	52620	53964	55224	56676
	Monthly	3537	3619	3700	3796	3883	3974	4072	4174	4282	4385	4497	4602	4723
	Hourly	20.33	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14
	Standby	1.42	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90
43	Annual	43428	44400	45552	46596	47688	48864	50088	51384	52620	53964	55224	56676	58104
	Monthly	3619	3700	3796	3883	3974	4072	4174	4282	4385	4497	4602	4723	4842
	Hourly	20.80	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83
	Standby	1.46	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95
44	Annual	44400	45552	46596	47688	48864	50088	51384	52620	53964	55224	56676	58104	59616
	Monthly	3700	3796	3883	3974	4072	4174	4282	4385	4497	4602	4723	4842	4968
	Hourly	21.26	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55
	Standby	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00
45	Annual	45552	46596	47688	48864	50088	51384	52620	53964	55224	56676	58104	59616	61056
	Monthly	3796	3883	3974	4072	4174	4282	4385	4497	4602	4723	4842	4968	5088
	Hourly	21.82	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24
	Standby	1.53	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05
46	Annual	46596	47688	48864	50088	51384	52620	53964	55224	56676	58104	59616	61056	62568
	Monthly	3883	3974	4072	4174	4282	4385	4497	4602	4723	4842	4968	5088	5214
	Hourly	22.32	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97
	Standby	1.56	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10
47	Annual	47688	48864	50088	51384	52620	53964	55224	56676	58104	59616	61056	62568	64092
	Monthly	3974	4072	4174	4282	4385	4497	4602	4723	4842	4968	5088	5214	5341
	Hourly	22.84	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70
	Standby	1.60	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
48	Annual	48864	50088	51384	52620	53964	55224	56676	58104	59616	61056	62568	64092	65748
	Monthly	4072	4174	4282	4385	4497	4602	4723	4842	4968	5088	5214	5341	5479
	Hourly	23.40	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49
	Standby	1.64	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20
49	Annual	50088	51384	52620	53964	55224	56676	58104	59616	61056	62568	64092	65748	67380
	Monthly	4174	4282	4385	4497	4602	4723	4842	4968	5088	5214	5341	5479	5615
	Hourly	23.99	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27
	Standby	1.68	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26
50	Annual	51384	52620	53964	55224	56676	58104	59616	61056	62568	64092	65748	67380	69072
	Monthly	4282	4385	4497	4602	4723	4842	4968	5088	5214	5341	5479	5615	5756
	Hourly	24.61	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08
	Standby	1.72	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32
51	Annual	52620	53964	55224	56676	58104	59616	61056	62568	64092	65748	67380	69072	70800
	Monthly	4385	4497	4602	4723	4842	4968	5088	5214	5341	5479	5615	5756	5900
	Hourly	25.20	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91
	Standby	1.76	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37
52	Annual	53964	55224	56676	58104	59616	61056	62568	64092	65748	67380	69072	70800	72552
	Monthly	4497	4602	4723	4842	4968	5088	5214	5341	5479	5615	5756	5900	6046
	Hourly	25.84	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75
	Standby	1.81	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43
53	Annual	55224	56676	58104	59616	61056	62568	64092	65748	67380	69072	70800	72552	74376
	Monthly	4602	4723	4842	4968	5088	5214	5341	5479	5615	5756	5900	6046	6198
	Hourly	26.45	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62
	Standby	1.85	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49
54	Annual	56676	58104	59616	61056	62568	64092	65748	67380	69072	70800	72552	74376	76188
	Monthly	4723	4842	4968	5088	5214	5341	5479	5615	5756	5900	6046	6198	6349
	Hourly	27.14	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49
	Standby	1.90	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55
55	Annual	58104	59616	61056	62568	64092	65748	67380	69072	70800	72552	74376	76188	78120
	Monthly	4842	4968	5088	5214	5341	5479	5615	5756	5900	6046	6198	6349	6510
	Hourly	27.83	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41
	Standby	1.95	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62
56	Annual	59616	61056	62568	64092	65748	67380	69072	70800	72552	74376	76188	78120	80112
	Monthly	4968	5088	5214	5341	5479	5615	5756	5900	6046	6198	6349	6510	6676
	Hourly	28.55	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37
	Standby	2.00	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
57	Annual	61056	62568	64092	65748	67380	69072	70800	72552	74376	76188	78120	80112	82056
	Monthly	5088	5214	5341	5479	5615	5756	5900	6046	6198	6349	6510	6676	6838
	Hourly	29.24	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30
	Standby	2.05	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75
58	Annual	62568	64092	65748	67380	69072	70800	72552	74376	76188	78120	80112	82056	84192
	Monthly	5214	5341	5479	5615	5756	5900	6046	6198	6349	6510	6676	6838	7016
	Hourly	29.97	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32
	Standby	2.10	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82
59	Annual	64092	65748	67380	69072	70800	72552	74376	76188	78120	80112	82056	84192	86208
	Monthly	5341	5479	5615	5756	5900	6046	6198	6349	6510	6676	6838	7016	7184
	Hourly	30.70	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29
	Standby	2.15	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89
60	Annual	65748	67380	69072	70800	72552	74376	76188	78120	80112	82056	84192	86208	88416
	Monthly	5479	5615	5756	5900	6046	6198	6349	6510	6676	6838	7016	7184	7368
	Hourly	31.49	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34
	Standby	2.20	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96
61	Annual	67380	69072	70800	72552	74376	76188	78120	80112	82056	84192	86208	88416	90624
	Monthly	5615	5756	5900	6046	6198	6349	6510	6676	6838	7016	7184	7368	7552
	Hourly	32.27	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40
	Standby	2.26	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04
62	Annual	69072	70800	72552	74376	76188	78120	80112	82056	84192	86208	88416	90624	92868
	Monthly	5756	5900	6046	6198	6349	6510	6676	6838	7016	7184	7368	7552	7739
	Hourly	33.08	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48
	Standby	2.32	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11
63	Annual	70800	72552	74376	76188	78120	80112	82056	84192	86208	88416	90624	92868	95184
	Monthly	5900	6046	6198	6349	6510	6676	6838	7016	7184	7368	7552	7739	7932
	Hourly	33.91	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59
	Standby	2.37	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19
64	Annual	72552	74376	76188	78120	80112	82056	84192	86208	88416	90624	92868	95184	97596
	Monthly	6046	6198	6349	6510	6676	6838	7016	7184	7368	7552	7739	7932	8133
	Hourly	34.75	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74
	Standby	2.43	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27
65	Annual	74376	76188	78120	80112	82056	84192	86208	88416	90624	92868	95184	97596	100008
	Monthly	6198	6349	6510	6676	6838	7016	7184	7368	7552	7739	7932	8133	8334
	Hourly	35.62	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90
	Standby	2.49	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
66	Annual	76188	78120	80112	82056	84192	86208	88416	90624	92868	95184	97596	100008	102540
	Monthly	6349	6510	6676	6838	7016	7184	7368	7552	7739	7932	8133	8334	8545
	Hourly	36.49	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11
	Standby	2.55	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44
67	Annual	78120	80112	82056	84192	86208	88416	90624	92868	95184	97596	100008	102540	105096
	Monthly	6510	6676	6838	7016	7184	7368	7552	7739	7932	8133	8334	8545	8758
	Hourly	37.41	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33
	Standby	2.62	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52
68	Annual	80112	82056	84192	86208	88416	90624	92868	95184	97596	100008	102540	105096	107712
	Monthly	6676	6838	7016	7184	7368	7552	7739	7932	8133	8334	8545	8758	8976
	Hourly	38.37	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59
	Standby	2.69	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61
69	Annual	82056	84192	86208	88416	90624	92868	95184	97596	100008	102540	105096	107712	110400
	Monthly	6838	7016	7184	7368	7552	7739	7932	8133	8334	8545	8758	8976	9200
	Hourly	39.30	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87
	Standby	2.75	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70
70	Annual	84192	86208	88416	90624	92868	95184	97596	100008	102540	105096	107712	110400	113160
	Monthly	7016	7184	7368	7552	7739	7932	8133	8334	8545	8758	8976	9200	9430
	Hourly	40.32	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20
	Standby	2.82	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79
71	Annual	86208	88416	90624	92868	95184	97596	100008	102540	105096	107712	110400	113160	116016
	Monthly	7184	7368	7552	7739	7932	8133	8334	8545	8758	8976	9200	9430	9668
	Hourly	41.29	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56
	Standby	2.89	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89
72	Annual	88416	90624	92868	95184	97596	100008	102540	105096	107712	110400	113160	116016	118932
	Monthly	7368	7552	7739	7932	8133	8334	8545	8758	8976	9200	9430	9668	9911
	Hourly	42.34	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96
	Standby	2.96	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99
73	Annual	90624	92868	95184	97596	100008	102540	105096	107712	110400	113160	116016	118932	121860
	Monthly	7552	7739	7932	8133	8334	8545	8758	8976	9200	9430	9668	9911	10155
	Hourly	43.40	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36
	Standby	3.04	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09
74	Annual	92868	95184	97596	100008	102540	105096	107712	110400	113160	116016	118932	121860	124932
	Monthly	7739	7932	8133	8334	8545	8758	8976	9200	9430	9668	9911	10155	10411
	Hourly	44.48	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83
	Standby	3.11	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
75	Annual	95184	97596	100008	102540	105096	107712	110400	113160	116016	118932	121860	124932	128040
	Monthly	7932	8133	8334	8545	8758	8976	9200	9430	9668	9911	10155	10411	10670
	Hourly	45.59	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32
	Standby	3.19	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29
76	Annual	97596	100008	102540	105096	107712	110400	113160	116016	118932	121860	124932	128040	131244
	Monthly	8133	8334	8545	8758	8976	9200	9430	9668	9911	10155	10411	10670	10937
	Hourly	46.74	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86
	Standby	3.27	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40
77	Annual	100008	102540	105096	107712	110400	113160	116016	118932	121860	124932	128040	131244	134508
	Monthly	8334	8545	8758	8976	9200	9430	9668	9911	10155	10411	10670	10937	11209
	Hourly	47.90	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42
	Standby	3.35	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51
78	Annual	102540	105096	107712	110400	113160	116016	118932	121860	124932	128040	131244	134508	137916
	Monthly	8545	8758	8976	9200	9430	9668	9911	10155	10411	10670	10937	11209	11493
	Hourly	49.11	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05
	Standby	3.44	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62
79	Annual	105096	107712	110400	113160	116016	118932	121860	124932	128040	131244	134508	137916	141300
	Monthly	8758	8976	9200	9430	9668	9911	10155	10411	10670	10937	11209	11493	11775
	Hourly	50.33	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67
	Standby	3.52	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74
80	Annual	107712	110400	113160	116016	118932	121860	124932	128040	131244	134508	137916	141300	144840
	Monthly	8976	9200	9430	9668	9911	10155	10411	10670	10937	11209	11493	11775	12070
	Hourly	51.59	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37
	Standby	3.61	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86
81	Annual	110400	113160	116016	118932	121860	124932	128040	131244	134508	137916	141300	144840	148500
	Monthly	9200	9430	9668	9911	10155	10411	10670	10937	11209	11493	11775	12070	12375
	Hourly	52.87	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12
	Standby	3.70	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98
82	Annual	113160	116016	118932	121860	124932	128040	131244	134508	137916	141300	144840	148500	152172
	Monthly	9430	9668	9911	10155	10411	10670	10937	11209	11493	11775	12070	12375	12681
	Hourly	54.20	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88
	Standby	3.79	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10
83	Annual	116016	118932	121860	124932	128040	131244	134508	137916	141300	144840	148500	152172	155964
	Monthly	9668	9911	10155	10411	10670	10937	11209	11493	11775	12070	12375	12681	12997
	Hourly	55.56	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70
	Standby	3.89	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
84	Annual	118932	121860	124932	128040	131244	134508	137916	141300	144840	148500	152172	155964	159888
	Monthly	9911	10155	10411	10670	10937	11209	11493	11775	12070	12375	12681	12997	13324
	Hourly	56.96	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57
	Standby	3.99	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36
85	Annual	121860	124932	128040	131244	134508	137916	141300	144840	148500	152172	155964	159888	163836
	Monthly	10155	10411	10670	10937	11209	11493	11775	12070	12375	12681	12997	13324	13653
	Hourly	58.36	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47
	Standby	4.09	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49
86	Annual	124932	128040	131244	134508	137916	141300	144840	148500	152172	155964	159888	163836	168000
	Monthly	10411	10670	10937	11209	11493	11775	12070	12375	12681	12997	13324	13653	14000
	Hourly	59.83	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46
	Standby	4.19	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63
87	Annual	128040	131244	134508	137916	141300	144840	148500	152172	155964	159888	163836	168000	172212
	Monthly	10670	10937	11209	11493	11775	12070	12375	12681	12997	13324	13653	14000	14351
	Hourly	61.32	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48
	Standby	4.29	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77
88	Annual	131244	134508	137916	141300	144840	148500	152172	155964	159888	163836	168000	172212	176496
	Monthly	10937	11209	11493	11775	12070	12375	12681	12997	13324	13653	14000	14351	14708
	Hourly	62.86	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53
	Standby	4.40	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92
89	Annual	134508	137916	141300	144840	148500	152172	155964	159888	163836	168000	172212	176496	180948
	Monthly	11209	11493	11775	12070	12375	12681	12997	13324	13653	14000	14351	14708	15079
	Hourly	64.42	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66
	Standby	4.51	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07
90	Annual	137916	141300	144840	148500	152172	155964	159888	163836	168000	172212	176496	180948	185424
	Monthly	11493	11775	12070	12375	12681	12997	13324	13653	14000	14351	14708	15079	15452
	Hourly	66.05	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80
	Standby	4.62	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22
91	Annual	141300	144840	148500	152172	155964	159888	163836	168000	172212	176496	180948	185424	190080
	Monthly	11775	12070	12375	12681	12997	13324	13653	14000	14351	14708	15079	15452	15840
	Hourly	67.67	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03
	Standby	4.74	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37
92	Annual	144840	148500	152172	155964	159888	163836	168000	172212	176496	180948	185424	190080	194796
	Monthly	12070	12375	12681	12997	13324	13653	14000	14351	14708	15079	15452	15840	16233
	Hourly	69.37	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29
	Standby	4.86	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
93	Annual	148500	152172	155964	159888	163836	168000	172212	176496	180948	185424	190080	194796	199716
	Monthly	12375	12681	12997	13324	13653	14000	14351	14708	15079	15452	15840	16233	16643
	Hourly	71.12	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65
	Standby	4.98	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70
94	Annual	152172	155964	159888	163836	168000	172212	176496	180948	185424	190080	194796	199716	204684
	Monthly	12681	12997	13324	13653	14000	14351	14708	15079	15452	15840	16233	16643	17057
	Hourly	72.88	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03
	Standby	5.10	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86
95	Annual	155964	159888	163836	168000	172212	176496	180948	185424	190080	194796	199716	204684	209808
	Monthly	12997	13324	13653	14000	14351	14708	15079	15452	15840	16233	16643	17057	17484
	Hourly	74.70	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48
	Standby	5.23	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03
96	Annual	159888	163836	168000	172212	176496	180948	185424	190080	194796	199716	204684	209808	215076
	Monthly	13324	13653	14000	14351	14708	15079	15452	15840	16233	16643	17057	17484	17923
	Hourly	76.57	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01
	Standby	5.36	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21
97	Annual	163836	168000	172212	176496	180948	185424	190080	194796	199716	204684	209808	215076	220476
	Monthly	13653	14000	14351	14708	15079	15452	15840	16233	16643	17057	17484	17923	18373
	Hourly	78.47	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59
	Standby	5.49	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39
98	Annual	168000	172212	176496	180948	185424	190080	194796	199716	204684	209808	215076	220476	225984
	Monthly	14000	14351	14708	15079	15452	15840	16233	16643	17057	17484	17923	18373	18832
	Hourly	80.46	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23
	Standby	5.63	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58
99	Annual	172212	176496	180948	185424	190080	194796	199716	204684	209808	215076	220476	225984	231612
	Monthly	14351	14708	15079	15452	15840	16233	16643	17057	17484	17923	18373	18832	19301
	Hourly	82.48	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93
	Standby	5.77	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76
100	Annual	176496	180948	185424	190080	194796	199716	204684	209808	215076	220476	225984	231612	237420
	Monthly	14708	15079	15452	15840	16233	16643	17057	17484	17923	18373	18832	19301	19785
	Hourly	84.53	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71
	Standby	5.92	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96
101	Annual	180948	185424	190080	194796	199716	204684	209808	215076	220476	225984	231612	237420	243360
	Monthly	15079	15452	15840	16233	16643	17057	17484	17923	18373	18832	19301	19785	20280
	Hourly	86.66	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55
	Standby	6.07	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
102	Annual	185424	190080	194796	199716	204684	209808	215076	220476	225984	231612	237420	243360	249432
	Monthly	15452	15840	16233	16643	17057	17484	17923	18373	18832	19301	19785	20280	20786
	Hourly	88.80	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46
	Standby	6.22	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36
103	Annual	190080	194796	199716	204684	209808	215076	220476	225984	231612	237420	243360	249432	255672
	Monthly	15840	16233	16643	17057	17484	17923	18373	18832	19301	19785	20280	20786	21306
	Hourly	91.03	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45
	Standby	6.37	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57
104	Annual	194796	199716	204684	209808	215076	220476	225984	231612	237420	243360	249432	255672	262056
	Monthly	16233	16643	17057	17484	17923	18373	18832	19301	19785	20280	20786	21306	21838
	Hourly	93.29	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51
	Standby	6.53	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79
105	Annual	199716	204684	209808	215076	220476	225984	231612	237420	243360	249432	255672	262056	268596
	Monthly	16643	17057	17484	17923	18373	18832	19301	19785	20280	20786	21306	21838	22383
	Hourly	95.65	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64
	Standby	6.70	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00
106	Annual	204684	209808	215076	220476	225984	231612	237420	243360	249432	255672	262056	268596	275316
	Monthly	17057	17484	17923	18373	18832	19301	19785	20280	20786	21306	21838	22383	22943
	Hourly	98.03	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86
	Standby	6.86	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23
107	Annual	209808	215076	220476	225984	231612	237420	243360	249432	255672	262056	268596	275316	282228
	Monthly	17484	17923	18373	18832	19301	19785	20280	20786	21306	21838	22383	22943	23519
	Hourly	100.48	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17
	Standby	7.03	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46
108	Annual	215076	220476	225984	231612	237420	243360	249432	255672	262056	268596	275316	282228	289296
	Monthly	17923	18373	18832	19301	19785	20280	20786	21306	21838	22383	22943	23519	24108
	Hourly	103.01	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55
	Standby	7.21	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70
109	Annual	220476	225984	231612	237420	243360	249432	255672	262056	268596	275316	282228	289296	296496
	Monthly	18373	18832	19301	19785	20280	20786	21306	21838	22383	22943	23519	24108	24708
	Hourly	105.59	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00
	Standby	7.39	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94
110	Annual	225984	231612	237420	243360	249432	255672	262056	268596	275316	282228	289296	296496	303912
	Monthly	18832	19301	19785	20280	20786	21306	21838	22383	22943	23519	24108	24708	25326
	Hourly	108.23	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55
	Standby	7.58	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
111	Annual	231612	237420	243360	249432	255672	262056	268596	275316	282228	289296	296496	303912	311508
	Monthly	19301	19785	20280	20786	21306	21838	22383	22943	23519	24108	24708	25326	25959
	Hourly	110.93	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19
	Standby	7.76	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44
112	Annual	237420	243360	249432	255672	262056	268596	275316	282228	289296	296496	303912	311508	319296
	Monthly	19785	20280	20786	21306	21838	22383	22943	23519	24108	24708	25326	25959	26608
	Hourly	113.71	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92
	Standby	7.96	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70
113	Annual	243360	249432	255672	262056	268596	275316	282228	289296	296496	303912	311508	319296	327264
	Monthly	20280	20786	21306	21838	22383	22943	23519	24108	24708	25326	25959	26608	27272
	Hourly	116.55	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74
	Standby	8.16	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97
114	Annual	249432	255672	262056	268596	275316	282228	289296	296496	303912	311508	319296	327264	335448
	Monthly	20786	21306	21838	22383	22943	23519	24108	24708	25326	25959	26608	27272	27954
	Hourly	119.46	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66
	Standby	8.36	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25
115	Annual	255672	262056	268596	275316	282228	289296	296496	303912	311508	319296	327264	335448	343848
	Monthly	21306	21838	22383	22943	23519	24108	24708	25326	25959	26608	27272	27954	28654
	Hourly	122.45	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68
	Standby	8.57	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53
116	Annual	262056	268596	275316	282228	289296	296496	303912	311508	319296	327264	335448	343848	352452
	Monthly	21838	22383	22943	23519	24108	24708	25326	25959	26608	27272	27954	28654	29371
	Hourly	125.51	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68	168.80
	Standby	8.79	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53	11.82
117	Annual	268596	275316	282228	289296	296496	303912	311508	319296	327264	335448	343848	352452	361260
	Monthly	22383	22943	23519	24108	24708	25326	25959	26608	27272	27954	28654	29371	30105
	Hourly	128.64	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68	168.80	173.02
	Standby	9.00	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53	11.82	12.11
118	Annual	275316	282228	289296	296496	303912	311508	319296	327264	335448	343848	352452	361260	370296
	Monthly	22943	23519	24108	24708	25326	25959	26608	27272	27954	28654	29371	30105	30858
	Hourly	131.86	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68	168.80	173.02	177.34
	Standby	9.23	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53	11.82	12.11	12.41
119	Annual	282228	289296	296496	303912	311508	319296	327264	335448	343848	352452	361260	370296	379536
	Monthly	23519	24108	24708	25326	25959	26608	27272	27954	28654	29371	30105	30858	31628
	Hourly	135.17	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68	168.80	173.02	177.34	181.77
	Standby	9.46	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53	11.82	12.11	12.41	12.72

Standby rate is equal to 7% of the hourly rate

*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix B

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2023
4% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
120	Annual	289296	296496	303912	311508	319296	327264	335448	343848	352452	361260	370296	379536	389028
	Monthly	24108	24708	25326	25959	26608	27272	27954	28654	29371	30105	30858	31628	32419
	Hourly	138.55	142.00	145.55	149.19	152.92	156.74	160.66	164.68	168.80	173.02	177.34	181.77	186.32
	Standby	9.70	9.94	10.19	10.44	10.70	10.97	11.25	11.53	11.82	12.11	12.41	12.72	13.04

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range

Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

SALARY RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	STEP M*
30	Annual	33312	33864	34668	35532	36336	37152	38004	38868	39804	40716	41724	42696	43716
	Monthly	2776	2822	2889	2961	3028	3096	3167	3239	3317	3393	3477	3558	3643
	Hourly	15.95	16.22	16.60	17.02	17.40	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94
	Standby	1.12	1.14	1.16	1.19	1.22	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47
31	Annual	33864	34668	35532	36336	37152	38004	38868	39804	40716	41724	42696	43716	44736
	Monthly	2822	2889	2961	3028	3096	3167	3239	3317	3393	3477	3558	3643	3728
	Hourly	16.22	16.60	17.02	17.40	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43
	Standby	1.14	1.16	1.19	1.22	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50
32	Annual	34668	35532	36336	37152	38004	38868	39804	40716	41724	42696	43716	44736	45732
	Monthly	2889	2961	3028	3096	3167	3239	3317	3393	3477	3558	3643	3728	3811
	Hourly	16.60	17.02	17.40	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90
	Standby	1.16	1.19	1.22	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53
33	Annual	35532	36336	37152	38004	38868	39804	40716	41724	42696	43716	44736	45732	46920
	Monthly	2961	3028	3096	3167	3239	3317	3393	3477	3558	3643	3728	3811	3910
	Hourly	17.02	17.40	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47
	Standby	1.19	1.22	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57
34	Annual	36336	37152	38004	38868	39804	40716	41724	42696	43716	44736	45732	46920	47988
	Monthly	3028	3096	3167	3239	3317	3393	3477	3558	3643	3728	3811	3910	3999
	Hourly	17.40	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98
	Standby	1.22	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61
35	Annual	37152	38004	38868	39804	40716	41724	42696	43716	44736	45732	46920	47988	49116
	Monthly	3096	3167	3239	3317	3393	3477	3558	3643	3728	3811	3910	3999	4093
	Hourly	17.79	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52
	Standby	1.25	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65
36	Annual	38004	38868	39804	40716	41724	42696	43716	44736	45732	46920	47988	49116	50328
	Monthly	3167	3239	3317	3393	3477	3558	3643	3728	3811	3910	3999	4093	4194
	Hourly	18.20	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10
	Standby	1.27	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69
37	Annual	38868	39804	40716	41724	42696	43716	44736	45732	46920	47988	49116	50328	51588
	Monthly	3239	3317	3393	3477	3558	3643	3728	3811	3910	3999	4093	4194	4299
	Hourly	18.61	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71
	Standby	1.30	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73
38	Annual	39804	40716	41724	42696	43716	44736	45732	46920	47988	49116	50328	51588	52920
	Monthly	3317	3393	3477	3558	3643	3728	3811	3910	3999	4093	4194	4299	4410
	Hourly	19.06	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34
	Standby	1.33	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

39	Annual	40716	41724	42696	43716	44736	45732	46920	47988	49116	50328	51588	52920	54204
	Monthly	3393	3477	3558	3643	3728	3811	3910	3999	4093	4194	4299	4410	4517
	Hourly	19.50	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96
	Standby	1.37	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82
40	Annual	41724	42696	43716	44736	45732	46920	47988	49116	50328	51588	52920	54204	55584
	Monthly	3477	3558	3643	3728	3811	3910	3999	4093	4194	4299	4410	4517	4632
	Hourly	19.98	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62
	Standby	1.40	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86
41	Annual	42696	43716	44736	45732	46920	47988	49116	50328	51588	52920	54204	55584	56880
	Monthly	3558	3643	3728	3811	3910	3999	4093	4194	4299	4410	4517	4632	4740
	Hourly	20.45	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24
	Standby	1.43	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91
42	Annual	43716	44736	45732	46920	47988	49116	50328	51588	52920	54204	55584	56880	58380
	Monthly	3643	3728	3811	3910	3999	4093	4194	4299	4410	4517	4632	4740	4865
	Hourly	20.94	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96
	Standby	1.47	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96
43	Annual	44736	45732	46920	47988	49116	50328	51588	52920	54204	55584	56880	58380	59844
	Monthly	3728	3811	3910	3999	4093	4194	4299	4410	4517	4632	4740	4865	4987
	Hourly	21.43	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66
	Standby	1.50	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01
44	Annual	45732	46920	47988	49116	50328	51588	52920	54204	55584	56880	58380	59844	61404
	Monthly	3811	3910	3999	4093	4194	4299	4410	4517	4632	4740	4865	4987	5117
	Hourly	21.90	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41
	Standby	1.53	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06
45	Annual	46920	47988	49116	50328	51588	52920	54204	55584	56880	58380	59844	61404	62892
	Monthly	3910	3999	4093	4194	4299	4410	4517	4632	4740	4865	4987	5117	5241
	Hourly	22.47	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12
	Standby	1.57	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11
46	Annual	47988	49116	50328	51588	52920	54204	55584	56880	58380	59844	61404	62892	64440
	Monthly	3999	4093	4194	4299	4410	4517	4632	4740	4865	4987	5117	5241	5370
	Hourly	22.98	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86
	Standby	1.61	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16
47	Annual	49116	50328	51588	52920	54204	55584	56880	58380	59844	61404	62892	64440	66012
	Monthly	4093	4194	4299	4410	4517	4632	4740	4865	4987	5117	5241	5370	5501
	Hourly	23.52	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61
	Standby	1.65	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21

Standby rate is equal to 7% of the hourly rate
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Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

48	Annual	50328	51588	52920	54204	55584	56880	58380	59844	61404	62892	64440	66012	67716
	Monthly	4194	4299	4410	4517	4632	4740	4865	4987	5117	5241	5370	5501	5643
	Hourly	24.10	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43
	Standby	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27
49	Annual	51588	52920	54204	55584	56880	58380	59844	61404	62892	64440	66012	67716	69396
	Monthly	4299	4410	4517	4632	4740	4865	4987	5117	5241	5370	5501	5643	5783
	Hourly	24.71	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24
	Standby	1.73	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33
50	Annual	52920	54204	55584	56880	58380	59844	61404	62892	64440	66012	67716	69396	71148
	Monthly	4410	4517	4632	4740	4865	4987	5117	5241	5370	5501	5643	5783	5929
	Hourly	25.34	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07
	Standby	1.77	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39
51	Annual	54204	55584	56880	58380	59844	61404	62892	64440	66012	67716	69396	71148	72924
	Monthly	4517	4632	4740	4865	4987	5117	5241	5370	5501	5643	5783	5929	6077
	Hourly	25.96	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93
	Standby	1.82	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44
52	Annual	55584	56880	58380	59844	61404	62892	64440	66012	67716	69396	71148	72924	74724
	Monthly	4632	4740	4865	4987	5117	5241	5370	5501	5643	5783	5929	6077	6227
	Hourly	26.62	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79
	Standby	1.86	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51
53	Annual	56880	58380	59844	61404	62892	64440	66012	67716	69396	71148	72924	74724	76608
	Monthly	4740	4865	4987	5117	5241	5370	5501	5643	5783	5929	6077	6227	6384
	Hourly	27.24	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69
	Standby	1.91	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57
54	Annual	58380	59844	61404	62892	64440	66012	67716	69396	71148	72924	74724	76608	78468
	Monthly	4865	4987	5117	5241	5370	5501	5643	5783	5929	6077	6227	6384	6539
	Hourly	27.96	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58
	Standby	1.96	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63
55	Annual	59844	61404	62892	64440	66012	67716	69396	71148	72924	74724	76608	78468	80460
	Monthly	4987	5117	5241	5370	5501	5643	5783	5929	6077	6227	6384	6539	6705
	Hourly	28.66	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53
	Standby	2.01	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70
56	Annual	61404	62892	64440	66012	67716	69396	71148	72924	74724	76608	78468	80460	82512
	Monthly	5117	5241	5370	5501	5643	5783	5929	6077	6227	6384	6539	6705	6876
	Hourly	29.41	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52
	Standby	2.06	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

57	Annual	62892	64440	66012	67716	69396	71148	72924	74724	76608	78468	80460	82512	84516
	Monthly	5241	5370	5501	5643	5783	5929	6077	6227	6384	6539	6705	6876	7043
	Hourly	30.12	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48
	Standby	2.11	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83
58	Annual	64440	66012	67716	69396	71148	72924	74724	76608	78468	80460	82512	84516	86712
	Monthly	5370	5501	5643	5783	5929	6077	6227	6384	6539	6705	6876	7043	7226
	Hourly	30.86	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53
	Standby	2.16	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91
59	Annual	66012	67716	69396	71148	72924	74724	76608	78468	80460	82512	84516	86712	88800
	Monthly	5501	5643	5783	5929	6077	6227	6384	6539	6705	6876	7043	7226	7400
	Hourly	31.61	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53
	Standby	2.21	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98
60	Annual	67716	69396	71148	72924	74724	76608	78468	80460	82512	84516	86712	88800	91068
	Monthly	5643	5783	5929	6077	6227	6384	6539	6705	6876	7043	7226	7400	7589
	Hourly	32.43	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61
	Standby	2.27	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05
61	Annual	69396	71148	72924	74724	76608	78468	80460	82512	84516	86712	88800	91068	93348
	Monthly	5783	5929	6077	6227	6384	6539	6705	6876	7043	7226	7400	7589	7779
	Hourly	33.24	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71
	Standby	2.33	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13
62	Annual	71148	72924	74724	76608	78468	80460	82512	84516	86712	88800	91068	93348	95652
	Monthly	5929	6077	6227	6384	6539	6705	6876	7043	7226	7400	7589	7779	7971
	Hourly	34.07	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81
	Standby	2.39	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21
63	Annual	72924	74724	76608	78468	80460	82512	84516	86712	88800	91068	93348	95652	98040
	Monthly	6077	6227	6384	6539	6705	6876	7043	7226	7400	7589	7779	7971	8170
	Hourly	34.93	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95
	Standby	2.44	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29
64	Annual	74724	76608	78468	80460	82512	84516	86712	88800	91068	93348	95652	98040	100524
	Monthly	6227	6384	6539	6705	6876	7043	7226	7400	7589	7779	7971	8170	8377
	Hourly	35.79	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14
	Standby	2.51	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37
65	Annual	76608	78468	80460	82512	84516	86712	88800	91068	93348	95652	98040	100524	103008
	Monthly	6384	6539	6705	6876	7043	7226	7400	7589	7779	7971	8170	8377	8584
	Hourly	36.69	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33
	Standby	2.57	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45

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Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

66	Annual	78468	80460	82512	84516	86712	88800	91068	93348	95652	98040	100524	103008	105612
	Monthly	6539	6705	6876	7043	7226	7400	7589	7779	7971	8170	8377	8584	8801
	Hourly	37.58	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58
	Standby	2.63	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54
67	Annual	80460	82512	84516	86712	88800	91068	93348	95652	98040	100524	103008	105612	108252
	Monthly	6705	6876	7043	7226	7400	7589	7779	7971	8170	8377	8584	8801	9021
	Hourly	38.53	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84
	Standby	2.70	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63
68	Annual	82512	84516	86712	88800	91068	93348	95652	98040	100524	103008	105612	108252	110940
	Monthly	6876	7043	7226	7400	7589	7779	7971	8170	8377	8584	8801	9021	9245
	Hourly	39.52	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13
	Standby	2.77	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72
69	Annual	84516	86712	88800	91068	93348	95652	98040	100524	103008	105612	108252	110940	113712
	Monthly	7043	7226	7400	7589	7779	7971	8170	8377	8584	8801	9021	9245	9476
	Hourly	40.48	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46
	Standby	2.83	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81
70	Annual	86712	88800	91068	93348	95652	98040	100524	103008	105612	108252	110940	113712	116556
	Monthly	7226	7400	7589	7779	7971	8170	8377	8584	8801	9021	9245	9476	9713
	Hourly	41.53	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82
	Standby	2.91	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91
71	Annual	88800	91068	93348	95652	98040	100524	103008	105612	108252	110940	113712	116556	119496
	Monthly	7400	7589	7779	7971	8170	8377	8584	8801	9021	9245	9476	9713	9958
	Hourly	42.53	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23
	Standby	2.98	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01
72	Annual	91068	93348	95652	98040	100524	103008	105612	108252	110940	113712	116556	119496	122496
	Monthly	7589	7779	7971	8170	8377	8584	8801	9021	9245	9476	9713	9958	10208
	Hourly	43.61	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67
	Standby	3.05	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11
73	Annual	93348	95652	98040	100524	103008	105612	108252	110940	113712	116556	119496	122496	125520
	Monthly	7779	7971	8170	8377	8584	8801	9021	9245	9476	9713	9958	10208	10460
	Hourly	44.71	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11
	Standby	3.13	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21
74	Annual	95652	98040	100524	103008	105612	108252	110940	113712	116556	119496	122496	125520	128676
	Monthly	7971	8170	8377	8584	8801	9021	9245	9476	9713	9958	10208	10460	10723
	Hourly	45.81	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63
	Standby	3.21	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31

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Appendix C

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3% Increase

75	Annual	98040	100524	103008	105612	108252	110940	113712	116556	119496	122496	125520	128676	131880
	Monthly	8170	8377	8584	8801	9021	9245	9476	9713	9958	10208	10460	10723	10990
	Hourly	46.95	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16
	Standby	3.29	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42
76	Annual	100524	103008	105612	108252	110940	113712	116556	119496	122496	125520	128676	131880	135180
	Monthly	8377	8584	8801	9021	9245	9476	9713	9958	10208	10460	10723	10990	11265
	Hourly	48.14	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74
	Standby	3.37	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53
77	Annual	103008	105612	108252	110940	113712	116556	119496	122496	125520	128676	131880	135180	138540
	Monthly	8584	8801	9021	9245	9476	9713	9958	10208	10460	10723	10990	11265	11545
	Hourly	49.33	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35
	Standby	3.45	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64
78	Annual	105612	108252	110940	113712	116556	119496	122496	125520	128676	131880	135180	138540	142056
	Monthly	8801	9021	9245	9476	9713	9958	10208	10460	10723	10990	11265	11545	11838
	Hourly	50.58	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03
	Standby	3.54	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76
79	Annual	108252	110940	113712	116556	119496	122496	125520	128676	131880	135180	138540	142056	145536
	Monthly	9021	9245	9476	9713	9958	10208	10460	10723	10990	11265	11545	11838	12128
	Hourly	51.84	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70
	Standby	3.63	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88
80	Annual	110940	113712	116556	119496	122496	125520	128676	131880	135180	138540	142056	145536	149184
	Monthly	9245	9476	9713	9958	10208	10460	10723	10990	11265	11545	11838	12128	12432
	Hourly	53.13	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45
	Standby	3.72	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00
81	Annual	113712	116556	119496	122496	125520	128676	131880	135180	138540	142056	145536	149184	152952
	Monthly	9476	9713	9958	10208	10460	10723	10990	11265	11545	11838	12128	12432	12746
	Hourly	54.46	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25
	Standby	3.81	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13
82	Annual	116556	119496	122496	125520	128676	131880	135180	138540	142056	145536	149184	152952	156732
	Monthly	9713	9958	10208	10460	10723	10990	11265	11545	11838	12128	12432	12746	13061
	Hourly	55.82	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06
	Standby	3.91	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25
83	Annual	119496	122496	125520	128676	131880	135180	138540	142056	145536	149184	152952	156732	160644
	Monthly	9958	10208	10460	10723	10990	11265	11545	11838	12128	12432	12746	13061	13387
	Hourly	57.23	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94
	Standby	4.01	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39

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Appendix C

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3% Increase

84	Annual	122496	125520	128676	131880	135180	138540	142056	145536	149184	152952	156732	160644	164688
	Monthly	10208	10460	10723	10990	11265	11545	11838	12128	12432	12746	13061	13387	13724
	Hourly	58.67	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87
	Standby	4.11	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52
85	Annual	125520	128676	131880	135180	138540	142056	145536	149184	152952	156732	160644	164688	168756
	Monthly	10460	10723	10990	11265	11545	11838	12128	12432	12746	13061	13387	13724	14063
	Hourly	60.11	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82
	Standby	4.21	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66
86	Annual	128676	131880	135180	138540	142056	145536	149184	152952	156732	160644	164688	168756	173040
	Monthly	10723	10990	11265	11545	11838	12128	12432	12746	13061	13387	13724	14063	14420
	Hourly	61.63	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87
	Standby	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80
87	Annual	131880	135180	138540	142056	145536	149184	152952	156732	160644	164688	168756	173040	177384
	Monthly	10990	11265	11545	11838	12128	12432	12746	13061	13387	13724	14063	14420	14782
	Hourly	63.16	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95
	Standby	4.42	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95
88	Annual	135180	138540	142056	145536	149184	152952	156732	160644	164688	168756	173040	177384	181788
	Monthly	11265	11545	11838	12128	12432	12746	13061	13387	13724	14063	14420	14782	15149
	Hourly	64.74	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06
	Standby	4.53	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09
89	Annual	138540	142056	145536	149184	152952	156732	160644	164688	168756	173040	177384	181788	186372
	Monthly	11545	11838	12128	12432	12746	13061	13387	13724	14063	14420	14782	15149	15531
	Hourly	66.35	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26
	Standby	4.64	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25
90	Annual	142056	145536	149184	152952	156732	160644	164688	168756	173040	177384	181788	186372	190992
	Monthly	11838	12128	12432	12746	13061	13387	13724	14063	14420	14782	15149	15531	15916
	Hourly	68.03	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47
	Standby	4.76	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40
91	Annual	145536	149184	152952	156732	160644	164688	168756	173040	177384	181788	186372	190992	195780
	Monthly	12128	12432	12746	13061	13387	13724	14063	14420	14782	15149	15531	15916	16315
	Hourly	69.70	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76
	Standby	4.88	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56
92	Annual	149184	152952	156732	160644	164688	168756	173040	177384	181788	186372	190992	195780	200640
	Monthly	12432	12746	13061	13387	13724	14063	14420	14782	15149	15531	15916	16315	16720
	Hourly	71.45	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09
	Standby	5.00	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73

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Appendix C

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General Service Salary Schedule for Represented Employees
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3% Increase

93	Annual	152952	156732	160644	164688	168756	173040	177384	181788	186372	190992	195780	200640	205704
	Monthly	12746	13061	13387	13724	14063	14420	14782	15149	15531	15916	16315	16720	17142
	Hourly	73.25	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52
	Standby	5.13	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90
94	Annual	156732	160644	164688	168756	173040	177384	181788	186372	190992	195780	200640	205704	210828
	Monthly	13061	13387	13724	14063	14420	14782	15149	15531	15916	16315	16720	17142	17569
	Hourly	75.06	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97
	Standby	5.25	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07
95	Annual	160644	164688	168756	173040	177384	181788	186372	190992	195780	200640	205704	210828	216108
	Monthly	13387	13724	14063	14420	14782	15149	15531	15916	16315	16720	17142	17569	18009
	Hourly	76.94	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50
	Standby	5.39	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25
96	Annual	164688	168756	173040	177384	181788	186372	190992	195780	200640	205704	210828	216108	221532
	Monthly	13724	14063	14420	14782	15149	15531	15916	16315	16720	17142	17569	18009	18461
	Hourly	78.87	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10
	Standby	5.52	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43
97	Annual	168756	173040	177384	181788	186372	190992	195780	200640	205704	210828	216108	221532	227088
	Monthly	14063	14420	14782	15149	15531	15916	16315	16720	17142	17569	18009	18461	18924
	Hourly	80.82	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76
	Standby	5.66	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61
98	Annual	173040	177384	181788	186372	190992	195780	200640	205704	210828	216108	221532	227088	232764
	Monthly	14420	14782	15149	15531	15916	16315	16720	17142	17569	18009	18461	18924	19397
	Hourly	82.87	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48
	Standby	5.80	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80
99	Annual	177384	181788	186372	190992	195780	200640	205704	210828	216108	221532	227088	232764	238560
	Monthly	14782	15149	15531	15916	16315	16720	17142	17569	18009	18461	18924	19397	19880
	Hourly	84.95	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25
	Standby	5.95	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00
100	Annual	181788	186372	190992	195780	200640	205704	210828	216108	221532	227088	232764	238560	244548
	Monthly	15149	15531	15916	16315	16720	17142	17569	18009	18461	18924	19397	19880	20379
	Hourly	87.06	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12
	Standby	6.09	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20
101	Annual	186372	190992	195780	200640	205704	210828	216108	221532	227088	232764	238560	244548	250656
	Monthly	15531	15916	16315	16720	17142	17569	18009	18461	18924	19397	19880	20379	20888
	Hourly	89.26	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05
	Standby	6.25	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

102	Annual	190992	195780	200640	205704	210828	216108	221532	227088	232764	238560	244548	250656	256920
	Monthly	15916	16315	16720	17142	17569	18009	18461	18924	19397	19880	20379	20888	21410
	Hourly	91.47	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05
	Standby	6.40	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61
103	Annual	195780	200640	205704	210828	216108	221532	227088	232764	238560	244548	250656	256920	263340
	Monthly	16315	16720	17142	17569	18009	18461	18924	19397	19880	20379	20888	21410	21945
	Hourly	93.76	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12
	Standby	6.56	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83
104	Annual	200640	205704	210828	216108	221532	227088	232764	238560	244548	250656	256920	263340	269916
	Monthly	16720	17142	17569	18009	18461	18924	19397	19880	20379	20888	21410	21945	22493
	Hourly	96.09	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27
	Standby	6.73	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05
105	Annual	205704	210828	216108	221532	227088	232764	238560	244548	250656	256920	263340	269916	276648
	Monthly	17142	17569	18009	18461	18924	19397	19880	20379	20888	21410	21945	22493	23054
	Hourly	98.52	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49
	Standby	6.90	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27
106	Annual	210828	216108	221532	227088	232764	238560	244548	250656	256920	263340	269916	276648	283572
	Monthly	17569	18009	18461	18924	19397	19880	20379	20888	21410	21945	22493	23054	23631
	Hourly	100.97	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81
	Standby	7.07	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51
107	Annual	216108	221532	227088	232764	238560	244548	250656	256920	263340	269916	276648	283572	290700
	Monthly	18009	18461	18924	19397	19880	20379	20888	21410	21945	22493	23054	23631	24225
	Hourly	103.50	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22
	Standby	7.25	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75
108	Annual	221532	227088	232764	238560	244548	250656	256920	263340	269916	276648	283572	290700	297972
	Monthly	18461	18924	19397	19880	20379	20888	21410	21945	22493	23054	23631	24225	24831
	Hourly	106.10	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71
	Standby	7.43	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99
109	Annual	227088	232764	238560	244548	250656	256920	263340	269916	276648	283572	290700	297972	305388
	Monthly	18924	19397	19880	20379	20888	21410	21945	22493	23054	23631	24225	24831	25449
	Hourly	108.76	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26
	Standby	7.61	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24
110	Annual	232764	238560	244548	250656	256920	263340	269916	276648	283572	290700	297972	305388	313032
	Monthly	19397	19880	20379	20888	21410	21945	22493	23054	23631	24225	24831	25449	26086
	Hourly	111.48	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92
	Standby	7.80	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

Appendix C

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Effective July 1, 2024
3% Increase

111	Annual	238560	244548	250656	256920	263340	269916	276648	283572	290700	297972	305388	313032	320856
	Monthly	19880	20379	20888	21410	21945	22493	23054	23631	24225	24831	25449	26086	26738
	Hourly	114.25	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67
	Standby	8.00	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76
112	Annual	244548	250656	256920	263340	269916	276648	283572	290700	297972	305388	313032	320856	328872
	Monthly	20379	20888	21410	21945	22493	23054	23631	24225	24831	25449	26086	26738	27406
	Hourly	117.12	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51
	Standby	8.20	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03
113	Annual	250656	256920	263340	269916	276648	283572	290700	297972	305388	313032	320856	328872	337080
	Monthly	20888	21410	21945	22493	23054	23631	24225	24831	25449	26086	26738	27406	28090
	Hourly	120.05	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44
	Standby	8.40	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30
114	Annual	256920	263340	269916	276648	283572	290700	297972	305388	313032	320856	328872	337080	345516
	Monthly	21410	21945	22493	23054	23631	24225	24831	25449	26086	26738	27406	28090	28793
	Hourly	123.05	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48
	Standby	8.61	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58
115	Annual	263340	269916	276648	283572	290700	297972	305388	313032	320856	328872	337080	345516	354168
	Monthly	21945	22493	23054	23631	24225	24831	25449	26086	26738	27406	28090	28793	29514
	Hourly	126.12	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62
	Standby	8.83	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87
116	Annual	269916	276648	283572	290700	297972	305388	313032	320856	328872	337080	345516	354168	363024
	Monthly	22493	23054	23631	24225	24831	25449	26086	26738	27406	28090	28793	29514	30252
	Hourly	129.27	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62	173.86
	Standby	9.05	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87	12.17
117	Annual	276648	283572	290700	297972	305388	313032	320856	328872	337080	345516	354168	363024	372096
	Monthly	23054	23631	24225	24831	25449	26086	26738	27406	28090	28793	29514	30252	31008
	Hourly	132.49	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62	173.86	178.21
	Standby	9.27	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87	12.17	12.47
118	Annual	283572	290700	297972	305388	313032	320856	328872	337080	345516	354168	363024	372096	381408
	Monthly	23631	24225	24831	25449	26086	26738	27406	28090	28793	29514	30252	31008	31784
	Hourly	135.81	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62	173.86	178.21	182.67
	Standby	9.51	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87	12.17	12.47	12.79
119	Annual	290700	297972	305388	313032	320856	328872	337080	345516	354168	363024	372096	381408	390924
	Monthly	24225	24831	25449	26086	26738	27406	28090	28793	29514	30252	31008	31784	32577
	Hourly	139.22	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62	173.86	178.21	182.67	187.22
	Standby	9.75	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87	12.17	12.47	12.79	13.11
120	Annual	297972	305388	313032	320856	328872	337080	345516	354168	363024	372096	381408	390924	400704
	Monthly	24831	25449	26086	26738	27406	28090	28793	29514	30252	31008	31784	32577	33392
	Hourly	142.71	146.26	149.92	153.67	157.51	161.44	165.48	169.62	173.86	178.21	182.67	187.22	191.91
	Standby	9.99	10.24	10.49	10.76	11.03	11.30	11.58	11.87	12.17	12.47	12.79	13.11	13.43

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

APPENDIX D
ASSIGNMENT PAY

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

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific.

Class Title	Class Code	Premium	Reference #
GROUP A			
Fish and Wildlife Biologist 1	523L	15 percent	41
Fish and Wildlife Biologist 2	523M	15 percent	41
Fish and Wildlife Biologist 3	523N	15 percent	41
Fish and Wildlife Biologist 4	523O	15 percent	41
Fish and Wildlife Research Scientist 1	516F	15 percent	41
Fish and Wildlife Research Scientist 2	516G	15 percent	41
Scientific Technician 1	522E	15 percent	41
Scientific Technician 2	522F	15 percent	41
Scientific Technician 3	522G	15 percent	41
Scientific Technician 4	522H	15 percent	41
Natural Resource Scientist 1	516K	15 percent	41
Natural Resource Scientist 3	516M	15 percent	41
Natural Resource Scientist 4	516N	15 percent	41
GROUP B			

REFERENCE #3:
For required SCUBA diving and/or serving as the Designated Person in Charge (DPIC). Basic salary range plus $10.00 per diving hour to employees in any class.

REFERENCE #18:
Employees in any position who's current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more additional languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%). (Rev. 5/92; 7/19)

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

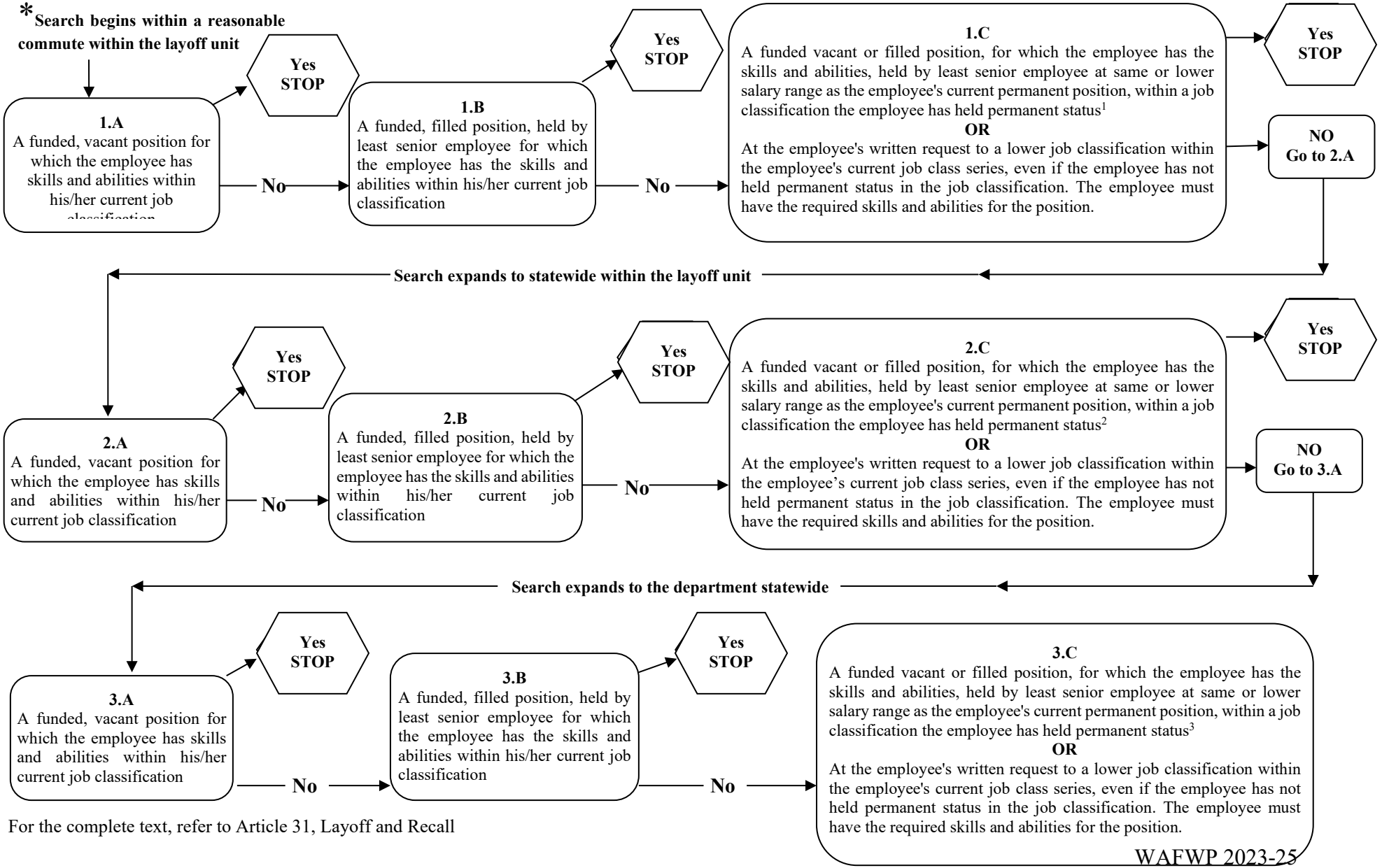
REFERENCE #57:
Within the Department of Fish and Wildlife, employees who are certified instructors of the Motorboat Certification Course (MOCC) or firearm will be compensated an additional ten dollars ($10.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training.

GROUP A ASSIGNMENT PAY REPORT

REFERENCE #41:
Within the Department of Fish and Wildlife, the job classifications listed in Group A performing low level flight operations, chemical immobilization utilizing Schedule 2 drugs, or vessel-to-vessel transfers (e.g., commercial Salmon Fishery Monitoring or Marine Mammal Captures) in marine waters or Columbia River below Bonneville Dam, or, for employees who are licensed and engaged in set up and detonation for blasting operations (e.g., wildlife captures which require the use of explosives) base pay plus fifteen percent (15%) while engaged in those duties.

APPENDIX E
ILLUSTRATION OF PROCESS TO DETERMINE FORMAL LAYOFF OPTIONS

Employees being laid off will be provided an option to a comparable position in descending order within the layoff unit (see Appendix A) as illustrated below.



For the complete text, refer to Article 31, Layoff and Recall

COMPENSATION APPENDIX F
BASE WAGE INCREASES FOR TARGETED JOB CLASSIFICATIONS

The following job classifications are being assigned to new job ranges as detailed below. The associated increases shall be step for step and become effective July 1, 2023.

Job Classification	Class Code	Old Range	New Range	Range Increase
Fish & Wildlife Research Scientist 1	516F	60	64	4
Fish & Wildlife Research Scientist 2	516G	64	68	4
Scientific Technician 2	522F	36	40	4
Scientific Technician 3	522G	42	46	4
Scientific Technician 4	522H	46	50	4
Environmental Specialist 3	523G	49	53	4
Environmental Specialist 4	523H	55	59	4
Environmental Specialist 5	523X	59	63	4
Environmental Engineer 1	536E	55	56	1
Environmental Engineer 5	536I	71	72	1
Environmental Engineer 6	536J	73	75	2
Natural Resource Operations Supervisor 1	517E	48	50	2

APPENDIX G
REDEPLOYMENT

In emergencies there may be mandated conditions that are outside of the Employer's control requiring immediate redeployment of the workforce. When the Office of Financial Management Director (or designee) has determined that it is necessary, employees with the necessary skills, abilities, or licensure may request to be re-deployed outside their agency to another state agency at the request of their employer, to support staffing shortages. For the purpose of this Appendix, an emergency is an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property or to provide relief to any overtaken by such occurrences; or reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.

- Agencies will identify when emergency staffing is needed, any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may identify employees that can be redeployed to help fill the identified shortages. The technical details required for effective redeployment, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the two agencies.

- The lending agency will notify the Union when they are redeploying an employee. The notification to the Union will include at a minimum which employees will be redeployed to an agency in need, the employee's current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration. Upon request, the employer will bargain with the Union over impacts of the redeployment within the scope of bargaining.

- Employees may be redeployed into a non-permanent appointment outside their agency. Non-permanent appointments will not exceed three (3) months. A non-permanent appointee must have the skills, abilities, or licensure required to perform the work. Employees who are redeployed to other agencies will remain in their current assigned positions and will not have their pay reduced when performing duties for another agency. Employees performing the full scope of duties of a higher-level classification while working for another agency will be compensated according to the compensation provisions of their CBA. The redeployed employee will comply with all safety and health practices and standards established by the receiving agency. The receiving agency will determine and provide the required safety devices, personal protective equipment and apparel needed. The receiving agency will provide employees with orientation and/or training to perform their jobs effectively and safely.

- Employees who are redeployed into a non-permanent position will have return rights and will be notified, in writing, of their return rights to their exact same position and work schedule they previously held at the time of redeployment.

- Employees who are in a non-permanent appointment at the time of redeployment to another state agency will have their non-permanent appointment extended at their

lending agency for the time period in which the employee was redeployed, but in accordance with the provisions of this CBA.

- Employees within a trial service period who are redeployed to another agency will have the time worked for the receiving agency applied toward their trial service. This does not preclude their Employer from extending their trial service period for other reasons, in accordance with the collective bargaining agreement.

- Travel time and mileage costs incurred by the employee during their redeployment with the receiving agency will be paid by the receiving agency in accordance with the SAAM.

- Employees who are redeployed to other agencies will be notified in advance if a background check is required by the receiving agency. Employees have the right to decline the redeployment if a background check is required.

- The Union agrees that the work performed by the employee for the receiving agency is only temporary to meet the emergent business needs and will not become bargaining unit work. If a redeployed employee is assigned bargaining unit work during an emergency, that bargaining unit work remains in the bargaining unit at the receiving agency.

Appendix H

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Only applies to job classes assigned to the Information Technology Professional Structure
Effective July 1, 2023
4% Increase

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
01IT	Annual	59376	60888	62388	63948	65544	67176	68880	70596	72372	74172	76032	77928	79872
	Monthly	4948	5074	5199	5329	5462	5598	5740	5883	6031	6181	6336	6494	6656
	Hourly	28.44	29.16	29.88	30.63	31.39	32.17	32.99	33.81	34.66	35.52	36.41	37.32	38.25
	Standby	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.37	2.43	2.49	2.55	2.61	2.68
02IT	Annual	63828	65436	67068	68736	70476	72240	74028	75888	77784	79728	81720	83748	85848
	Monthly	5319	5453	5589	5728	5873	6020	6169	6324	6482	6644	6810	6979	7154
	Hourly	30.57	31.34	32.12	32.92	33.75	34.60	35.45	36.34	37.25	38.18	39.14	40.11	41.11
	Standby	2.14	2.19	2.25	2.30	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88
03IT	Annual	68628	70332	72108	73908	75756	77664	79608	81600	83640	85728	87888	90084	92340
	Monthly	5719	5861	6009	6159	6313	6472	6634	6800	6970	7144	7324	7507	7695
	Hourly	32.87	33.68	34.53	35.40	36.28	37.20	38.13	39.08	40.06	41.06	42.09	43.14	44.22
	Standby	2.30	2.36	2.42	2.48	2.54	2.60	2.67	2.74	2.80	2.87	2.95	3.02	3.10
04IT	Annual	73764	75612	77484	79440	81420	83472	85548	87672	89868	92100	94404	96768	99192
	Monthly	6147	6301	6457	6620	6785	6956	7129	7306	7489	7675	7867	8064	8266
	Hourly	35.33	36.21	37.11	38.05	38.99	39.98	40.97	41.99	43.04	44.11	45.21	46.34	47.51
	Standby	2.47	2.53	2.60	2.66	2.73	2.80	2.87	2.94	3.01	3.09	3.16	3.24	3.33
05IT	Annual	79296	81288	83316	85392	87540	89724	91968	94260	96612	99024	101496	104028	106644
	Monthly	6608	6774	6943	7116	7295	7477	7664	7855	8051	8252	8458	8669	8887
	Hourly	37.98	38.93	39.90	40.90	41.93	42.97	44.05	45.14	46.27	47.43	48.61	49.82	51.07
	Standby	2.66	2.73	2.79	2.86	2.93	3.01	3.08	3.16	3.24	3.32	3.40	3.49	3.58
06IT	Annual	83268	85344	87480	89664	91920	94212	96552	98976	101448	103980	106596	109260	111984
	Monthly	6939	7112	7290	7472	7660	7851	8046	8248	8454	8665	8883	9105	9332
	Hourly	39.88	40.87	41.90	42.94	44.02	45.12	46.24	47.40	48.59	49.80	51.05	52.33	53.63
	Standby	2.79	2.86	2.93	3.01	3.08	3.16	3.24	3.32	3.40	3.49	3.57	3.66	3.75
07IT	Annual	87432	89616	91860	94152	96492	98904	101376	103908	106512	109176	111912	114708	117588
	Monthly	7286	7468	7655	7846	8041	8242	8448	8659	8876	9098	9326	9559	9799
	Hourly	41.87	42.92	43.99	45.09	46.21	47.37	48.55	49.76	51.01	52.29	53.60	54.94	56.32
	Standby	2.93	3.00	3.08	3.16	3.23	3.32	3.40	3.48	3.57	3.66	3.75	3.85	3.94
08IT	Annual	91776	94092	96444	98844	101328	103860	106464	109116	111840	114648	117528	120456	123468
	Monthly	7648	7841	8037	8237	8444	8655	8872	9093	9320	9554	9794	10038	10289
	Hourly	43.95	45.06	46.19	47.34	48.53	49.74	50.99	52.26	53.56	54.91	56.29	57.69	59.13
	Standby	3.08	3.15	3.23	3.31	3.40	3.48	3.57	3.66	3.75	3.84	3.94	4.04	4.14
09IT	Annual	96396	98796	101268	103812	106380	109068	111780	114564	117432	120384	123384	126480	129624
	Monthly	8033	8233	8439	8651	8865	9089	9315	9547	9786	10032	10282	10540	10802
	Hourly	46.17	47.32	48.50	49.72	50.95	52.24	53.53	54.87	56.24	57.66	59.09	60.57	62.08
	Standby	3.23	3.31	3.40	3.48	3.57	3.66	3.75	3.84	3.94	4.04	4.14	4.24	4.35

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

Appendix H

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Only applies to job classes assigned to the Information Technology Professional Structure
Effective July 1, 2023
4% Increase

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
10IT	Annual	101196	103728	106320	108972	111696	114492	117348	120288	123300	126372	129528	132768	136092
	Monthly	8433	8644	8860	9081	9308	9541	9779	10024	10275	10531	10794	11064	11341
	Hourly	48.47	49.68	50.92	52.19	53.49	54.83	56.20	57.61	59.05	60.52	62.03	63.59	65.18
	Standby	3.39	3.48	3.56	3.65	3.74	3.84	3.93	4.03	4.13	4.24	4.34	4.45	4.56
11IT	Annual	106272	108924	111648	114444	117288	120228	123240	126324	129480	132708	136044	139440	142920
	Monthly	8856	9077	9304	9537	9774	10019	10270	10527	10790	11059	11337	11620	11910
	Hourly	50.90	52.17	53.47	54.81	56.17	57.58	59.02	60.50	62.01	63.56	65.16	66.78	68.45
	Standby	3.56	3.65	3.74	3.84	3.93	4.03	4.13	4.24	4.34	4.45	4.56	4.67	4.79

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after begin assigned to Step L in their permanent salary range.

Appendix I

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Only applies to job classes assigned to the Information Technology Professional Structure
Effective July 1, 2024
3% Increase

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
01IT	Annual	61152	62712	64260	65868	67512	69192	70944	72708	74544	76392	78312	80268	82272
	Monthly	5096	5226	5355	5489	5626	5766	5912	6059	6212	6366	6526	6689	6856
	Hourly	29.29	30.03	30.78	31.55	32.33	33.14	33.98	34.82	35.70	36.59	37.51	38.44	39.40
	Standby	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.63	2.69	2.76
02IT	Annual	65748	67404	69084	70800	72588	74412	76248	78168	80112	82116	84168	86256	88428
	Monthly	5479	5617	5757	5900	6049	6201	6354	6514	6676	6843	7014	7188	7369
	Hourly	31.49	32.28	33.09	33.91	34.76	35.64	36.52	37.44	38.37	39.33	40.31	41.31	42.35
	Standby	2.20	2.26	2.32	2.37	2.43	2.49	2.56	2.62	2.69	2.75	2.82	2.89	2.96
03IT	Annual	70692	72444	74268	76128	78024	79992	81996	84048	86148	88296	90528	92784	95112
	Monthly	5891	6037	6189	6344	6502	6666	6833	7004	7179	7358	7544	7732	7926
	Hourly	33.86	34.70	35.57	36.46	37.37	38.31	39.27	40.25	41.26	42.29	43.36	44.44	45.55
	Standby	2.37	2.43	2.49	2.55	2.62	2.68	2.75	2.82	2.89	2.96	3.03	3.11	3.19
04IT	Annual	75972	77880	79812	81828	83868	85980	88116	90300	92568	94860	97236	99672	102168
	Monthly	6331	6490	6651	6819	6989	7165	7343	7525	7714	7905	8103	8306	8514
	Hourly	36.39	37.30	38.22	39.19	40.17	41.18	42.20	43.25	44.33	45.43	46.57	47.74	48.93
	Standby	2.55	2.61	2.68	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	3.43
05IT	Annual	81672	83724	85812	87948	90168	92412	94728	97092	99516	102000	104544	107148	109848
	Monthly	6806	6977	7151	7329	7514	7701	7894	8091	8293	8500	8712	8929	9154
	Hourly	39.11	40.10	41.10	42.12	43.18	44.26	45.37	46.50	47.66	48.85	50.07	51.32	52.61
	Standby	2.74	2.81	2.88	2.95	3.02	3.10	3.18	3.26	3.34	3.42	3.50	3.59	3.68
06IT	Annual	85764	87900	90108	92352	94680	97044	99444	101940	104496	107100	109788	112536	115344
	Monthly	7147	7325	7509	7696	7890	8087	8287	8495	8708	8925	9149	9378	9612
	Hourly	41.07	42.10	43.16	44.23	45.34	46.48	47.63	48.82	50.05	51.29	52.58	53.90	55.24
	Standby	2.88	2.95	3.02	3.10	3.17	3.25	3.33	3.42	3.50	3.59	3.68	3.77	3.87
07IT	Annual	90060	92304	94620	96972	99384	101868	104412	107028	109704	112452	115272	118152	121116
	Monthly	7505	7692	7885	8081	8282	8489	8701	8919	9142	9371	9606	9846	10093
	Hourly	43.13	44.21	45.32	46.44	47.60	48.79	50.01	51.26	52.54	53.86	55.21	56.59	58.01
	Standby	3.02	3.09	3.17	3.25	3.33	3.42	3.50	3.59	3.68	3.77	3.86	3.96	4.06
08IT	Annual	94524	96912	99336	101808	104364	106980	109656	112392	115200	118092	121056	124068	127176
	Monthly	7877	8076	8278	8484	8697	8915	9138	9366	9600	9841	10088	10339	10598
	Hourly	45.27	46.41	47.57	48.76	49.98	51.24	52.52	53.83	55.17	56.56	57.98	59.42	60.91
	Standby	3.17	3.25	3.33	3.41	3.50	3.59	3.68	3.77	3.86	3.96	4.06	4.16	4.26
09IT	Annual	99288	101760	104304	106932	109572	112344	115128	117996	120960	123996	127080	130272	133512
	Monthly	8274	8480	8692	8911	9131	9362	9594	9833	10080	10333	10590	10856	11126
	Hourly	47.55	48.74	49.95	51.21	52.48	53.80	55.14	56.51	57.93	59.39	60.86	62.39	63.94
	Standby	3.33	3.41	3.50	3.58	3.67	3.77	3.86	3.96	4.06	4.16	4.26	4.37	4.48

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

Appendix I

Prepared by the Washington State Office of Financial Management
General Service Salary Schedule for Represented Employees
Only applies to job classes assigned to the Information Technology Professional Structure
Effective July 1, 2024
3% Increase

Salary Range		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M*
10IT	Annual	104232	106836	109512	112236	115044	117924	120864	123900	126996	130164	133416	136752	140172
	Monthly	8686	8903	9126	9353	9587	9827	10072	10325	10583	10847	11118	11396	11681
	Hourly	49.92	51.17	52.45	53.75	55.10	56.48	57.89	59.34	60.82	62.34	63.90	65.49	67.13
	Standby	3.49	3.58	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.47	4.58	4.70
11IT	Annual	109464	112188	114996	117876	120804	123840	126936	130116	133368	136692	140124	143628	147204
	Monthly	9122	9349	9583	9823	10067	10320	10578	10843	11114	11391	11677	11969	12267
	Hourly	52.43	53.73	55.07	56.45	57.86	59.31	60.79	62.32	63.87	65.47	67.11	68.79	70.50
	Standby	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.47	4.58	4.70	4.82	4.94

Standby rate is equal to 7% of the hourly rate
*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION
(OFM/LRS)
AND
WASHINGTON ASSPCOTIATIONS OF FISH AND WILDLIFE PROFESSIONALS
(WAFWP)

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure:

Supervisory Differential
Positions at the Entry, Journey, Senior/Specialist level in the IT Professional Structure that are designated as and performing all the duties of a supervisor will receive a 5% supervisory pay differential in addition to the base salary.

Status
Employees currently in non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review period or probationary status will be transitioned into the IT Professional Structure and their appointment status will remain unchanged. Non-permanent, in-training, project, seasonal/cyclic, trial service, transition review period or probationary periods shall not be extended as a result of transitioning into the IT Professional Structure.

Step M
Question #16 on the Step M Q&A applies to positions transitioned into the IT Professional structure:

16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at step L of the previous range count towards the six year requirement to move to step M of the new range?

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six year requirement to move to step M of the new range.

Classification Structure and Salary Grid
Attachment 1 reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019.

Layoff and Recall
Layoff options in Article 31, will be modified for employees who have transitioned into the IT Professional Structure on July 1, 2019 as follows:

1. (a) A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.

   (b) A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.

2. (a) A funded filled position held by the least senior employee, within their current permanent job family and level for which the employee has the skills and abilities.

   (b) A funded filled position held by the least senior employee, within another job family and level with the same salary range as their current permanent job family and level for which the employee has the skills and abilities.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

   Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions.

Salary Transition into IT Professional Structure
Employees reallocated into the IT Professional Structure on July 1, 2019 will have their initial salary determined as follows:

a. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

b. All other employees will have their salary in effect as of June 30, 2019 increased by 2.5% (two and one-half percent). Effective July 1, 2019 these employees will transition to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.

c. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.

This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 bargaining for WAFWP and is not precedent setting. If fully funded by the State of Washington, the provisions of this agreement will become effective July 1, 2019.

Dated: September 13, 2018

For the Employer:	For the Union:
/s/	/s/
Ann Green	Rhonda Fenrich

Family	Entry	Journey	Senior/Specialist	Expert	IT Manager	Senior IT Manager
Application Development	4 $64752-$87072	5 $69612-$93612	8 $80580-$108384	10 $88836-$119460	10 $88836-$119460	11 $93288-$125460
Customer Support	1 $52128-$70116	3 $60240-$81048	5 $69612-$93612	N/A	8 $80580-$108384	N/A
Data Management	2 $56028-$75360	6 $73092-$98304	7 $76740-$103212	9 $84612-$113796	10 $88836-$119460	11 $93288-$125460
IT Architecture	N/A	4 $64752-$87072	9 $84612-$113796	11 $93288-$125460	10 $88836-$119460	11 $93288-$125460
IT Business Analyst	3 $60240-$81048	5 $69612-$93612	7 $76740-$103212	9 $84612-$113796	9 $84612-$113796	10 $88836-$119460
IT Policy and Planning	2 $56028-$75360	3 $60240-$81048	8 $80580-$108384	9 $84612-$113796	10 $88836-$119460	11 $93288-$125460
IT Project Management	5 $69612-$93612	6 $73092-$98304	8 $80580-$108384	10 $88836-$119460	10 $88836-$119460	11 $93288-$125460
IT Security	N/A	5 $69612-$93612	8 $80580-$108384	11 $93288-$125460	10 $88836-$119460	11 $93288-$125460
IT Vendor Management	1 $52128-$70116	4 $64752-$87072	7 $76740-$103212	8 $80580-$108384	10 $88836-$119460	11 $93288-$125460
Network and Telecommunications	3 $60240-$81048	5 $69612-$93612	7 $76740-$103212	9 $84612-$113796	9 $84612-$113796	11 $93288-$125460
Quality Assurance	3 $60240-$81048	5 $69612-$93612	7 $76740-$103212	8 $80580-$108384	9 $84612-$113796	10 $88836-$119460
System Administration	3 $60240-$81048	6 $73092-$98304	7 $76740-$103212	9 $84612-$113796	8 $80580-$108384	9 $84612-$113796

MONTHLY SALARY AMOUNTS													
Pay Scale Group	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**
1	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,425	5,561	5,700	5,843
2	4,669	4,786	4,906	5,029	5,155	5,284	5,416	5,551	5,690	5,832	5,978	6,127	6,280
3	5,020	5,146	5,275	5,407	5,542	5,681	5,823	5,969	6,118	6,271	6,428	6,589	6,754
4	5,396	5,531	5,669	5,811	5,956	6,105	6,258	6,414	6,574	6,738	6,906	7,079	7,256
5	5,801	5,946	6,095	6,247	6,403	6,563	6,727	6,895	7,067	7,244	7,425	7,611	7,801
6	6,091	6,243	6,399	6,559	6,723	6,891	7,063	7,240	7,421	7,607	7,797	7,992	8,192
7	6,395	6,555	6,719	6,887	7,059	7,235	7,416	7,601	7,791	7,986	8,186	8,391	8,601
8	6,715	6,883	7,055	7,231	7,412	7,597	7,787	7,982	8,182	8,387	8,597	8,812	9,032
9	7,051	7,227	7,408	7,593	7,783	7,978	8,177	8,381	8,591	8,806	9,026	9,252	9,483
10	7,403	7,588	7,778	7,972	8,171	8,375	8,584	8,799	9,019	9,244	9,475	9,712	9,955
11	7,774	7,968	8,167	8,371	8,580	8,795	9,015	9,240	9,471	9,708	9,951	10,200	10,455

ANNUAL SALARY SCHEDULE													
Pay Scale Group	**A (Min)**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M***
1	52,128	53,436	54,768	56,136	57,540	58,980	60,456	61,968	63,516	65,100	66,732	68,400	70,116
2	56,028	57,432	58,872	60,348	61,860	63,408	64,992	66,612	68,280	69,984	71,736	73,524	75,360
3	60,240	61,752	63,300	64,884	66,504	68,172	69,876	71,628	73,416	75,252	77,136	79,068	81,048
4	64,752	66,372	68,028	69,732	71,472	73,260	75,096	76,968	78,888	80,856	82,872	84,948	87,072
5	69,612	71,352	73,140	74,964	76,836	78,756	80,724	82,740	84,804	86,928	89,100	91,332	93,612
6	73,092	74,916	76,788	78,708	80,676	82,692	84,756	86,880	89,052	91,284	93,564	95,904	98,304
7	76,740	78,660	80,628	82,644	84,708	86,820	88,992	91,212	93,492	95,832	98,232	100,692	103,212
8	80,580	82,596	84,660	86,772	88,944	91,164	93,444	95,784	98,184	100,644	103,164	105,744	108,384
9	84,612	86,724	88,896	91,116	93,396	95,736	98,124	100,572	103,092	105,672	108,312	111,024	113,796
10	88,836	91,056	93,336	95,664	98,052	100,500	103,008	105,588	108,228	110,928	113,700	116,544	119,460
11	93,288	95,616	98,004	100,452	102,960	105,540	108,180	110,880	113,652	116,496	119,412	122,400	125,460

* All employees will progress to Step M six (6) years after being assigned to Step L in their permament salary range.

B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

The parties agree to modify Article 6.7.D as follows, subject to:

With approval of the immediate supervisor, overtime-exempt employees will accrue exchange time for hours worked in excess of their normal workweek or pay period unless adjusted per Subsection 6.7 G of this Article. Within the pay period, supervisors will work with employees to establish work priorities and make any necessary adjustments to accomplish those priorities.

This MOU will expire on June 30, 2025.

For the Employer:	For the Union:
/s/	/s/
Tanya Aho, Labor Negotiator OFM/State Human Resources	Rhonda Fenrich, Attorney WAFWP

C. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

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 the Washington Federation of State Employees (WFSE) 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 in all state agencies; 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. Employees who meet the definition of career seasonal are not considered to have 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 22, 2022

For the Employer:	For the Union:
/s/	/s/
Tanya Aho, Labor Negotiator OFM/State Human Resources	Rhonda Fenrich, Attorney WAFWP

D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

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

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the Employer, between January 1, 2023 and December 31, 2023, shall receive a one thousand dollar ($1,000) one-time lump sum payment. Payments will begin July 1, 2023.

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 on their agency's Human Resources and/or payroll processes.

A. Bargaining unit employees will only receive one lump sum payment regardless of 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.

B. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 2023.

The provisions of this MOU shall expire on December 31, 2023.

Dated September 22, 2022

For the Employer:	For the Union:
/s/	/s/
Tanya Aho, Labor Negotiator OFM/State Human Resources	Rhonda Fenrich, Attorney WAFWP

E. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

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 WAFWP (WAFWP) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the WAFWP 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 (OCIO) 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, but not limited to, information requests, status reports, and voluntary deductions reporting as set forth in the parties' collective bargaining agreement and covers both Category 3 and 4 data, including personal information and confidential information that OFM may provide.

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.

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 WAFWP 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 22, 2022

For the Employer:	For the Union:
/s/	/s/
Tanya Aho, Labor Negotiator OFM/State Human Resources	Rhonda Fenrich, Attorney WAFWP

F. 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 Health Care Authority (HCA), Office of Financial Management (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 two hundred fifty dollars ($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:

/s/
Ann Green, OFM
Lead Negotiator

For the Healthcare Coalition:

/s/
Jane Hopkins, President
SEIU 1199NW

/s/
Karen Estevenin, Executive Director
PROTEC17

G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS

Leave with Pay in Response to Emergency Proclamation 23-05

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

Beginning August 19, 2023 forward the following shall apply:

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

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

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

Dated: August 29, 2023

For the Employer	For the Union
/s/	/s/
Tanya Aho, Senior Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Rhonda Fenrich, Union Representative

H. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON ASSOCIATION OF FISH AND WILDLIFE PROFESSIONALS (WAFWP)

Whereas the 2024 Washington State Legislature and Governor Jay Inslee signed into law House Bill 2246, amending RCW 43.01.044, 41.40.010, and 43.43.120, and reenacting and amending RCW 43.01.040, increasing the maximum number of hours of unused vacation leave a state employee may accrue from two hundred forty (240) hours to two hundred eighty (280) hours, the State agrees to extend this provision to WAFWP-represented employees. Further, the parties agree to modify Article 11, Section 11.8 – Vacation Leave Maximum as follows:

11.8 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits (currently two hundred ~~forty~~ eighty (~~240~~280) 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~~ eighty (~~240~~280) 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~~ eighty (~~240~~280) 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.

Modifications to Article 11.8 as shown above are not effective until June 6, 2024. This MOU will expire on June 30, 2025.

Dated April 10, 2024

For the Employer	For the Union
/s/	/s/
Melanie Schwent, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Rhonda Fenrich, Union Representative

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

Executed this 1st day of July 2023.

For the Washington Association of Fish and Wildlife Professionals:

/s/
Sheila Smith
President

/s/
Rhonda Fenrich
Lead Negotiator

For the State of Washington:

/s/
Jay Inslee
Governor

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

/s/
Tanya Aho, Lead Negotiator
OFM/SHR, Labor Relations and Compensation Policy Section