COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES – ADMINISTRATIVE LAW JUDGES

EFFECTIVE
JULY 1, 2023 THROUGH JUNE 30, 2025

2023-2025

WASHINGTON FEDERATION OF STATE EMPLOYEES
ADMINISTRAITVE LAW JUDGES
2023-2025

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SIGNATURE PAGE

PREAMBLE

This Agreement is entered into by the Washington State Office of Administrative Hearings, referred to as the "Employer," and the Administrative Law Judges of the Office of Administrative Hearings, Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the "Union." Pursuant to provisions of RCW 41.80 and in order to establish harmonious employment relations based on mutual respect, to promote the mission of the Office of Administrative Hearings, to cooperate in providing greater public and legislative access to administrative decision making in accordance with RCW 34.05, to recognize the value of employees and the necessary work they perform, to determine wages, hours, and other terms and conditions of employment, and to provide methods for the prompt and equitable resolution of disputes, the parties enter into this Agreement. The Preamble is not subject to the grievance procedure in Article 19, Grievance Procedure.

ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all administrative law judges working for the Office of Administrative Hearings, excluding deputy chief administrative law judges, division chief administrative law judges, assistant chief administrative law judges, administrative law judges serving on a contractual basis under RCW 34.12.030(2), confidential employees as defined in RCW 41.80.050 and any administrative law judge who reports directly to the chief administrative law judge.

ARTICLE 2
NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, genetic information, creed, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, or union activities. Bona fide occupational qualifications based on the above traits do not violate this Article.

2.2 Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 3.1.

2.3 Employees who feel they have witnessed or been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Resolution of the internal complaint process will not be unreasonably delayed**.** Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within seven (7) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

ARTICLE 3
HIRING AND APPOINTMENTS

3.1 OAH will determine when and how a position will be filled, the types of appointment to be used when filling the position, and the qualifications necessary to perform the duties of the specific position. When making an appointment OAH commits to appointing external and internal, qualified and diverse candidates. Applicants or candidates who need a reasonable accommodation are responsible for requesting reasonable accommodations.

3.2 When OAH has a vacant, funded, Line ALJ position, OAH will fill the position as follows:

A. First, the most senior candidate on the OAH internal layoff list, established under Article 20, Layoffs and Recall, who has the competencies, skills, and abilities required for the position.

B. Second, OAH will consult the transfer or voluntary demotion request list to determine if an internal candidate who has the competencies, skills and abilities required to perform the duties of the position has expressed an interest in the position. Prior to an offer being made and/or accepted, OAH will clarify any position requirements that may result in changes to the employee's working conditions.

C. External qualified candidates.

3.3 Promotional opportunities to fill a permanent Lead ALJ or Senior ALJ position shall be conducted through an open, competitive recruitment process. Any internal candidate who meets the qualifications as determined by OAH will be given the opportunity to interview for the promotion.

3.4 Any salaried ALJ as of July 1, 2021 who has previously approved part-time hours will not have any changes to their hours or benefits without the mutual agreement of the parties.

3.5 Temporary Appointments

A. The Employer may make temporary appointments of ALJs:

1. To address an extraordinary workload peak or backlog of cases; or

2. To fill in when a permanent employee is absent for an extended period.

B. Temporary appointments shall not be used to displace permanent positions.

C. All temporary appointments will be for a designated period of time and may be extended for up to twenty-four (24) total months.

D. A temporary ALJ may be offered a permanent position dependent upon caseloads and available funding.

E. The Employer will ensure that temporary ALJs receive:

1 written performance expectations;

2. raining and mentoring as appropriate for the position and expectations; and

3. written notice of any performance deficiencies.

F. The Employer may make temporary appointments of Lead ALJs and Senior ALJs subject to Subsection 3.3, above. A permanent employee who accepts a temporary appointment within the agency will have the right to return to their prior job classification at the conclusion of their temporary appointment.

G. Layoff from Temporary Appointments

1. The Employer may end a temporary appointment prior to the end of the appointment period as a non-disciplinary separation with a minimum of three (3) days' written notice, without meeting a just cause standard. This will result in either a non-disciplinary separation or reversion to a previously held permanent job status.

2. Temporary ALJs will be separated prior to the layoff of any permanent ALJs.

H. If a temporary ALJ is not re-appointed and does not have a permanent position to which to return, the temporary ALJ will be separated from employment at the end of the designated temporary appointment period. This separation will not be considered a layoff under Article 20, Layoff and Recall, and the separated temporary ALJ will not be placed on the layoff list or be given bumping rights based on seniority. Failure to re-appoint a temporary ALJ shall not be subject to the grievance procedure.

ARTICLE 4
PRO TEM SCHEDULING

4.1 The OAH policy for Pro Tem Administrative Law Judges will continue to apply to hiring, supervising, and retaining Pro Tem ALJs. OAH may limit the number of hours Pro Tem ALJs work in a given time period, or require a minimum number of hours to be worked. Assessment of the hours worked by Pro Tem ALJs will look at the number of hours worked in a six-month period to determine compliance with the OAH Pro Tem ALJ policy.

4.2 Pro Tem ALJs will be scheduled hours and assigned cases according to their availability. Pro Tem ALJs are required to advise their supervisor and OAH support staff of the hours and days they are available to be scheduled. Subject to business needs, scheduled hours and assigned cases will not be unreasonably withheld from any Pro Tem ALJ who is available and advises of their availability.

4.3 The layoff article within this Collective Bargaining Agreement does not apply to Pro Tem ALJs. During a reduction in force of ALJs, Pro Tem ALJs will be removed from the schedule.

ARTICLE 5
HOURS OF WORK AND EXCHANGE TIME

5.1 Administrative law judges are expected to devote all the time necessary to deliver the highest quality adjudicative services. This may require working beyond their regular schedule.

5.2 The standard work schedule for employees is Monday through Friday, from 8:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch break between 12:00 p.m. and 1:00 p.m. Upon hire, ALJs are assigned a standard schedule. Any ALJ may request a non-standard schedule at any time as provided below.

A. Alternate schedule: a schedule that changes the start and end times, and/or the lunch period, while being scheduled for work on all weekdays;

B. Compressed work week: a schedule that allows employees to eliminate at least one work day every two weeks by working longer hours during the remaining days. The eliminated work day is known as a flex day or scheduled day off.

5.3 OAH shall make reasonable efforts to assign work, schedule hearings, and establish administrative processes in a manner that maximizes the availability of alternate schedules and compressed work week schedules while continuing to meet the agency's strategic and/or operational needs. A request for an alternate schedule or compressed work week will not be unreasonably denied.

5.4 An existing alternate schedule, compressed work week schedule, or specific scheduled day off can be changed by either the employee or the employer with at least 7 days' written notice. If the agency initiates the change, the reason shall be provided to the ALJ in writing. The notice requirement can be waived only by mutual agreement.

5.5 Exchange time is a benefit in the form of time off for extraordinary hours worked on authorized activities, including but not limited to case-related work or authorized special projects. It is intended to encourage retention of valuable employees without impeding services to the public or preventing the office from accomplishing its mission.

A. Employees who are compensated on a salary basis and have worked for OAH for at least 6 months are eligible to receive exchange time, unless otherwise stated in this article. Employees who are on a Performance Improvement Plan (PIP) will not be eligible to receive exchange time during the PIP period.

B. Exchange time will be awarded quarterly upon employee request, to employees who work ten percent (10%) or more over the total regular business hours during the preceding three (3) months. Regular business hours will be calculated based on the standard work schedule defined in Section 5.2.

The amount of the award will be equal to fifty percent (50%) of the hours worked over regular business hours, up to a maximum of fifty (50) hours for the three (3) month period. For example, if an employee works eighty (80) extra hours during a three (3) month period where there are five hundred twenty (520) regular business hours available, the employee would receive an exchange time award of fifty percent (50%) of the extra hours, or forty (40) hours.

C. Exchange time must be used during the fiscal biennium in which it is awarded. Unused exchange time will expire June 30, 2025. Exchange time has no cash liquidation value and cannot be transferred between agencies.

D. To avoid the need for requesting exchange time, upon an employee's request the employee's supervisor may grant the employee time off from work without having to take paid leave.

ARTICLE 6
EMPLOYEE FILES

6.1 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. Each employee shall have a supervisory file, kept by the employee's first-line supervisor. Employee medical files will be kept separate and confidential in accordance with state and federal law.

6.2 Examination of Employee Files

An employee may examine their own personnel file, supervisory file, and medical file(s). The Employer will provide access to the file as soon as possible but not more than fourteen (14) calendar days from the date of a request. An employee will not be required to take leave to review these files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove or copy any contents; however, an employee may provide a written rebuttal to any information in the files that they consider objectionable. The employee and/or representative may request copies of documents maintained in these files. The

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

6.3 Personnel Files

A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to their work performance placed in their personnel file.

A. 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 removed from personnel files. 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 or legal action, or as otherwise required by law.

B. Upon the request of the employee, disciplinary documents may be removed from an employee's personnel file after three (3) years if:

1. The employee submits a written request for its removal; and

2. The agency determines that circumstances do not warrant a longer retention period; and

3. There have been no documented performance deficiencies.

C. Once a disciplinary letter has been removed, the information removed will not be used in subsequent disciplinary actions, unless mutually agreed otherwise.

D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date

6.4 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. Upon request by the employee, the supervisor will share why the materials were not purged.

6.5 Medical files will be kept separate and confidential in accordance with state and federal law.

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

ARTICLE 7
TELEWORKING

Pursuant to Executive Order 16-07, the Employer may allow employees to work from an alternate worksite.

7.1 Telework, the practice of using technology to perform required job functions from home or another alternate worksite, is a privilege offered at the employer's discretion.The Employer will designate which positions are eligible for the following telework options: ad hoc basis, regular part-time basis, or regular full-time basis. Benefits may include improved recruitment and retention, increased productivity and morale, reduced use of sick leave, reduced parking needs and office space, and reduction of commute trips, pollutants, energy consumption, and our carbon footprint.

7.2 OAH shall make reasonable efforts to assign work, schedule hearings, and establish administrative processes so as to maximize the availability of a variety of telework options to ALJs, while continuing to meet the agency's strategic and/or operational needs. OAH may establish reasonable policies and procedures governing when and how a telework schedule will be initially approved, and defining the standards that must be met in order to continue teleworking (collectively referred to in this article as the "teleworking requirements"). These requirements must be reasonably related to an ALJ's job, such as requirements regarding the alternate worksite, confidentiality, technology, or the agency's strategic and/or operational needs.

7.3 An ALJ may request a telework schedule at any time, subject to the limitations in7.7 below. If the position has been designated telework eligible under Section 7.1, OAH will not unreasonably deny the request, and the reasons for any denial will be provided to the ALJ in writing. OAH may offer teleworking authorization to an ALJ at any time, even if the ALJ has not made a request. It shall be considered reasonable to deny teleworking authorization to an ALJ who is in their first six months of employment with OAH.

7.4 The Employer may require any teleworker, including full-time teleworkers, to report to an OAH office or other reasonable location for meetings, trainings or other events in the discretion of the Employer with reasonable notice. In addition, OAH may require an ALJ who is authorized to telework to temporarily change their telework schedule and report to an OAH office or other reasonable location for a period of five (5) consecutive business days or less, due to caseload-related reasons, or mandatory in-person training. Except in emergent circumstances, OAH will give the ALJ at least seven (7) days' notice and the reason for the temporary change in writing.

7.5 OAH may cancel or modify an ALJ's authorization to telework to respond to concerns about the ALJ's ability to meet one or more of the teleworking requirements, or to respond to changes in strategic/operational needs. If the reason for cancellation or modification is related to concerns about the ALJ's ability to

meet one or more of the teleworking requirements, the ALJ's supervisor shall discuss concerns with the ALJ before taking action to cancel or modify an approved telework agreement, and shall provide an opportunity to correct those concerns prior to cancellation or modification. Unless circumstances require immediate rescission, OAH shall provide the ALJ as much notice as possible but no less than fourteen (14) days' written notice prior to the cancellation or modification of a telework agreement. In all cases, OAH will notify the ALJ of the reason(s) for the cancellation or modification in writing.

7.6 An ALJ whose telework privileges have been cancelled, modified or denied by OAH without their agreement may request reinstatement of telework privileges no more than once every ninety (90) days, except in emergency or unforeseen circumstances. If the OAH determines that the issues which led to the change in the telework agreement have been resolved, the ALJ's telework privilege will be reinstated.

7.7 An ALJ will have seven (7) days from the date of the notice of denial of telework under 7.3, cancellation or modification of telework under 7.5, or denial or reinstatement of telework under 7.6, to submit a written Request for Review of the action to the Chief ALJ or the Chief's Designee. The Chief ALJ or Chief's Designee shall issue a written decision on the request within 7 days of receipt.

7.8 OAH may need to revoke telework privileges for business needs that are not related to an ALJ's performance or a violation of the teleworking requirements. OAH will determine when business needs demand revocation of telework privileges and will provide any affected ALJ with as much notice as possible but at least fourteen (14) days' notice, except in emergent circumstances.

7.9 ALJ's hired into permanent positions on or after July 1, 2023 may perform telework only at alternative worksites located within Washington State plus any counties in Oregon or Idaho that share a border with Washington.

ALJ's hired into permanent positions prior to July 1, 2023 or hired into temporary positions may perform telework at alternative worksites within the United States if those worksites have been approved prior to July 1, 2023 or are approved prospectively by the Employer on or after July 1, 2023. Such existing telework agreements are subject to all other limitations in Article 7.

OAH may make exceptions to allow out of state telework for temporary circumstances.

7.10 Substantive decisions by the Chief under Section 7.7 are not subject to Article 19, the Grievance. The remainder of this article is subject to Article 19, Grievance Procedure.

ARTICLE 8
MISCELLANEOUS LEAVE AND HOLIDAYS

8.1 Personal Leave Day
Employees shall receive one paid Personal Leave Day per year.

8.2 Holidays

1. All Employees shall be granted holidays as described in RCW 1.16.050.
2. All Employees shall also be awarded one paid Personal Holiday per year.

ARTICLE 9
MANDATORY SUBJECTS

9.1 The employer agrees, prior to making any change to a mandatory subject of bargaining, to notify the Union and satisfy it's collective bargaining obligation in accordance with this agreement and all applicable law.

9.2 The agency will provide to the Union any policies or updates to existing policies, including notice of changes to mandatory subjects, affecting the represented employees at least twenty-one (21) calendar days prior to implementation except in emergent circumstances.

ARTICLE 10
OUTSIDE EMPLOYMENT

ALJs may engage in outside employment so long as it does not interfere with the performance of their duties or result in a conflict of interest as determined by the Chief ALJ. ALJs will notify and receive approval from the Chief ALJ or designee per agency policy before engaging in any outside employment. If an ALJ's request for approval is denied, the Employer will provide its reason(s) for denial in writing.

ARTICLE 11
SAFETY AND HEALTH

11.1 The Employer, employee and Union have a significant responsibility for workplace safety and health.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety and health practices and standards established by the Employer. 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. When

employees self-report a potentially contagious health condition the Employer may direct the employee to telework or use leave in accordance with Article 13, Inclement Weather and Suspended Operations.

C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.

D. When an employee has concerns about access to communications when working away from their duty station, the employee will bring the issue to their supervisor for resolution.

11.2 The Employer will determine and provide the required safety devices and protective items for use by employees. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

11.3 The agency will form joint safety committees in accordance with WISHA requirements at each of the employers permanent work facilities where there are eleven (11) or more employees physically on site. Safety committees will be composed and 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.

11.4 Ergonomic Assessments
At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workstation at an OAH location is completed. Solutions to identified issues will be implemented within available resources consistent with agency policy.

11.5 The employer will provide as much flexibility as possible to accommodate employees, including providing telework options, as a result of an outbreak of a communicable disease, recognizing that individual employee circumstances will differ.

ARTICLE 12
INCLEMENT WEATHER AND SUSPENDED OPERATIONS

Emergency situations adversely affecting OAH operations, property, public safety or health, or the well-being of individuals, may require suspended operations or closure of OAH facilities. The provisions of OAH Policy No. 406, Inclement Weather and Suspended Operations provide the process and procedures for all employees of the agency in such emergency situations. ALJs are subject to this policy and will be required to follow its provisions.

If an employee is scheduled to work at a pre-approved telework location and that location becomes non-operational or inaccessible, the employee may be paid for up to two (2) hours of Non-operational/Emergency Condition leave per event. Employees may be paid for more than two hours under this Article with Deputy Chief approval.

In order to be eligible for this leave, the employee must communicate the details of the location issues to the supervisor immediately or as soon as reasonably possible under the circumstances. The supervisor may authorize leave, direct the employee to perform other work or commute to an alternate site. The employee may request the use of other forms of accrued leave.

ARTICLE 13
EMPLOYEE ASSISTANCE PROGRAM

13.1 The Employee Assistance Program within the Department of Enterprise Services is responsible for the employee assistance program established in accordance with RCW 41.04.700 through 730. Individual employees' participation in the Employee Assistance Program and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the

Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

A. Whether or not the referred employee made an appointment;
B. The date and time the employee arrived and departed;
C. Whether the employee agreed to follow the advice of counselors; and
D. Whether further appointments were scheduled.

13.2 Participation or nonparticipation by any employee in the Employee Assistance Program will not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

ARTICLE 14
UNION ACTIVITES

14.1 Union Representatives

A. "Union Representatives" includes both Stewards (OAH Employees identified by the Union as Stewards) and WFSE staff.

B. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office within thirty (30) calendar days from the effective date of this Agreement. The Union will maintain the list.

2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.

3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

4. Union Stewards must provide notice to their supervisor to prepare for and/or attend any meeting for representational purposes during their work hours, excluding successor agreement negotiations provided in 15.5 below. All notices must include the approximate amount of time the Union Steward(s) expects the activity to take. Time spent preparing for, traveling to and from, and attending meetings during the Union Steward's non-work hours will not be considered as time worked. Union Stewards will record time spent on union activities in accordance with OAH policy and practice, using the OAH Timekeeping system. Timekeeping codes to facilitate these records will be provided by the OAH. If the amount of time a Union Steward spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

5. Union Stewards or Representatives, upon request from an employee, can provide representation during a meeting called by the Employer, consistent with Article 18, Investigations, and if the employee reasonably believes discipline could result in a meeting with the Employer, consistent with Article 19, Discipline.

6. Union Stewards may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the OAH.

C. Access

1. Union representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.

2. Union representatives will notify OAH Human Resources prior to their arrival and will not interrupt the normal operations of OAH.

3. Union representatives and bargaining unit employees may also meet in non-work areas, including hearing rooms, during the employee's meal periods and rest periods and before and after their normal work hours.

14.2 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities, except that they may use a telephone or similar device for persons with disabilities if there is no cost to the Employer, the call is brief and it does not disrupt or distract from OAH business.

C. Electronic Communications

The Union and employees covered by this Agreement will not use state-owned or operated electronic communications to communicate with one another for Union or non-work purposes, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union Representatives may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and

7. Not include general communication and/or solicitation with employees.

The Union and its Union Stewards will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

14.3 Information Requests

A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such and will be sent to the OAH Human Resources Office at OAHHR@oah.wa.gov with a copy to the OFM LRS at labor.relations@OFM.WA.GOV.

B. The Employer will acknowledge receipt of the information request and will provide the Union with a reasonable date by which the information is anticipated to be provided.

C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

14.4 Distribution and/or Posting of Material

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

A. The employee is off-duty;

B. The distribution does not disrupt the Employer's operation; and

C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break areas and/or other space mutually agreed upon will be used.

D. The employee must notify the Employer in advance of their intent to distribute information.

E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

F. The Employer will provide bulletin board(s) or space on existing bulletin boards in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications will not be posted in any other location in the agency. The Union will remove material from the bulletin board when it is no longer applicable or in poor condition.

14.5 Successor Agreement Negotiations

The Employer will approve paid release time in aggregate of forty (40) days for all employee bargaining team members for formal negotiations. Upon exhaustion of this bank, the Union may request the parties meet and discuss additional paid release time for Union team members. If agreeable, the Employer will approve leave for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. No exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

14.6 Access To New Employee Orientation

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

14.7 Demand to Bargain – Release Time and Travel

A. The Employer will approve paid release time for up to four (4) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting.

B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.

C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.

D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state

vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

14.8 Union Electronic Access to Employees:

Given the number of employees who telework exclusively, the employer is in agreement to extend the rights afforded under the CBA via electronic means. For this purpose and with mutual agreement with an agency, the union may submit informational fliers to the agency HR department's designated point of contact up to twice per month for distribution by the agency to teleworking employees via the state email system. The Union will provide the HR point of contact with a minimum of three (3) business days' notice to distribute the flyer. Employees who are teleworking may use state issued computers and networks, in lieu of a physical workspace, for the purpose of receiving and reviewing this information. The use of the state's electronic email system must remain de minimus and only when physical access is not available. This does not extend use of the state's email system to the union for general communication purposes beyond the provisions of this article. The terms of this agreement apply when physical access to a member(s) is not otherwise safe or available. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to agency review and/or public disclosure.

ARTICLE 15
UNION DUES DEDUCTION AND STATUS REPORTS

15.1 Notification to Employees

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

15.2 Union Deduction

A. Within thirty (30) days from when the Union provides written notice of employee's authorization for deduction or revocation in accordance with the terms and conditions of their signed membership card, the Employer will deduct or revoke deductions from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

15.3 Voluntary Deductions

A. People

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

   a. Employee name;
   b. Personnel number;
   c. Amount deducted; and
   d. Deduction code.

2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under RCW 41.04.230.

B. Trustmark Universal Life Insurance with Long Term Care

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

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

15.4 Status Reports

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

1. Personnel number;

2. Employee name;

3. Mailing address;

4. Personnel area code and title;

5. Organization unit code, abbreviation and title;

6. Work county code and title;

7. Work location street (if available);

8. Work location city (if available);

9. Work phone number;

10. Work e -mail address (if available);

11. Employee group;

12. Job class code and title;

13. Appointment date;

14. Bargaining unit code and title;

15. Position number;

16. Pay scale group;

17. Pay scale level;

18. Employment percent;

19. Seniority date;

20. Separation date;

21. Special pay code;

22. Total salary from which union dues is calculated

23. Deduction wage type;

24. Deduction amount;

25. Overtime eligibility designation;

26. Retirement benefit plan; and

27. Action reason, title, and effective date (including entering or leaving the bargaining unit and starting or stopping dues).

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

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

15.5 Revocation

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

15.6 Indemnification

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

ARTICLE 16
UNION MANAGEMENT COMMUNICATION COMMITTEES

16.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

16.2 A statewide union-management communication committee will be established within 60 days of executing this Agreement. The statewide committee will be composed of up to four (4) representatives selected by the Union and up to four (4) employer representatives. Committee meetings will be conducted quarterly, unless agreed otherwise.

16.3 The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare, and attend union management communication committee meetings.

16.4 Union-designated employees attending committee meetings during their work time will have no loss in pay. Meetings will be conducted by video conference, unless otherwise agreed to by the parties.

16.5 All committee meetings will be scheduled on mutually acceptable dates and times

ARTICLE 17
INVESTIGATIONS

17.1 The Employer has the authority to determine the method of conducting investigations. Upon request, if an investigation will last longer than ninety (90) days from the date the employee was notified of the investigation, the Employer will provide an explanation to the employee and the Union of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data). 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.

17.2 Investigatory Interviews

A. Upon request, an employee has the right to a union representative at an investigatory interview. Investigatory interviews will be identified as such. A meeting with a supervisor that includes discussion with a supervisor of about performance is not an investigatory interview. If the requested representative is not reasonably available, the employee will select another representative who is available and not delay the meeting. Employees seeking representation are responsible for contacting their representative.

B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate with the investigation. The Union representative may call for a recess during the interview to consult with the employee for representational purposes.

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

D. If an investigator requests that an employee sign a statement, the employee may review the statement and submit corrections, if any. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement to accept the employee's corrections.

ARTICLE 18
DISCIPLINE

18.1 Disciplinary Action

1. Employees are subject to discipline and termination for just cause. The following actions will be considered discipline and subject to the grievance process as provided for in the agreement: oral

reprimands, written reprimands, reduction in pay, suspension without pay, demotion, or termination.

2. Written reprimands are subject to the grievance procedure to Step 2 only.

3. Oral reprimands will be identified as such and will not be subject to any grievance procedures.

4. The principles of progressive discipline shall be used.

18.2 Non-disciplinary Actions

1. Layoffs, temporary layoffs and/or furloughs, or other reductions in pay for budgetary purposes are not considered discipline and are not subject to the provisions of this article. The removal of a telework agreement is not a disciplinary action.

2. Corrective action, such as performance improvement plans, coaching, counseling, evaluations, and other non-disciplinary communications between the Employer and the Employee are not subject to any grievance procedures.

18.3 Pre-disciplinary Notice and Meeting

Except when the nature of the problem requires immediate termination, the Employer shall provide the Employee with a written pre-disciplinary notice and an opportunity to be heard. Such notice shall include the facts upon which the contemplated discipline is based, the allegations, the level of disciplinary action being considered, and the date and time set for a meeting where the Employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Chief ALJ or designee. The Employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice. Employees have a right to representation throughout this process as reflected in Article 17, Investigations.

18.4 Notice for Suspension, Reduction in Pay, Demotion, and Discharge

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

B. The Employer will normally provide an employee with seven (7) days' written notice prior to the effective date of a discharge. If the Employer fails to provide seven (7) days' notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had seven (7) days' notice been given.

C. However, the Employer may discharge an employee immediately without pay in lieu of the seven (7) days' notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize the good of the Employer. The Employer will provide the reasons immediate action is necessary in the written notice.

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

18.6 When formal disciplinary action as defined in 1.1 is taken against an ALJ, the Chief ALJ shall provide a disciplinary letter to the Employee, which states the reasons for such action and the discipline issued. The parties agree this disciplinary letter shall constitute the "written reasons" contemplated in RCW 34.12.030(4).

18.7 Final Disposition
Any required reporting of disciplinary matters to the Washington State Bar Association or any State's bar association where the employee is licensed shall be limited to final disposition only unless otherwise required by law or the Rules of Professional Conduct.

ARTICLE 19
GRIEVANCE PROCEDURE

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

19.2 Terms and Requirements

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

B. Filing a Grievance
Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 2 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 2 meeting, the meeting will be postponed.

C. Computation of Time

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

D. Failure to Meet Timelines

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

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;

2. The date upon which the incident occurred;

3. The specific article and section of the Agreement violated;

4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

5. The specific remedy requested;

6. The name of the grievant; and

7. The name of the Union representative.

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

F. Modifications

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

G. Resolution

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

H. Withdrawal
A grievance may be withdrawn at any time.

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

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

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

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

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

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

O. Mentoring
With the agreement of the Employer, Union Stewards will be allowed to observe a Management-scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve exchange time, vacation leave or leave without pay for the Union Stewards to attend the meeting.

19.3 Filing and Processing

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

B. Processing
Step 1 –Human Resources:
If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Office within the twenty-eight (28) day period described above. The Human Resources Manager or designee will

meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Chief Administrative Law Judge:
If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the Chief Administrative Law Judge within fifteen (15) days of the Union's receipt of the Step 1 decision. The Chief ALJ or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings or Mediation:
If the grievance is not resolved at Step 2, the Union may request either a pre-arbitration review meeting (PARM) or mediation, as follows.

A PARM may be requested by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov with a copy to the AGO's Human Resource Office at OAHHR@OAH.WA.GOV within thirty (30) days of the Union's receipt of the Step 2 decision.

Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union whether a PARM will be scheduled with the LRS, an AGO representative, and the Union's staff representative to review and attempt to settle the dispute. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no PARM will be scheduled. If the parties agree to conduct a meeting, within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

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

ALTERNATIVELY:
If the grievance is not resolved at Step 2, the Union may file a request for mediation with PERC in accordance with WAC 391-55-020, with a copy to OFM Labor Relations Section (LRS) by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov with a copy to the OAH Human Resource Office at OAHHR@OAH.WA.GOV within thirty (30) days of the Union's receipt of the Step 2 decision.

The proceedings of the Mediation will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting.

Step 4 – Arbitration:
If the grievance is not resolved at Step 3, or the LRS notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the conclusion of the mediation session or PARM, or receipt of the notice that no PARM will be scheduled.

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

D. Authority of the Arbitrator

1. The arbitrator will:

   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

   b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

   c. Have no authority to reinstate an employee who has been terminated;

   c. Not make any back wages award that provides an employee with compensation for any period beyond the date of the arbitration decision; and

   d. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement; and

   e. Not have the authority to order the Employer to modify their staffing levels.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the

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

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

E. Arbitration Costs

1. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be borne by the non-prevailing party. In any decision where relief is only granted in part, the expenses and fees of the arbitrator will be shared equally by the parties.

2. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy. Should the Employer determine that the record of the arbitration is responsive to a request pursuant to RCW 42.56, it will provide a minimum of ten (10) days notice to the Union and the grievant prior to release.

4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union Representatives.

5. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

19.4 Vesting Clause

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

19.5 Alternative Remedies

An ALJ subject to discipline who elects an alternative remedy immediately forgoes all rights to continue the grievance process described herein upon filing a petition under RCW 34.12.030(4).

ARTICLE 20
LAYOFF AND RECALL

20.1 Definition

Layoff is an Employer-initiated action, taken in accordance with Section 21.3 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.

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

20.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds;
B. Lack of work;
C. Good faith reorganization;

20.4 The provisions of the layoff article does not apply to Pro Tem Administrative Law Judges. During a reduction in force of ALJs, Pro Tem ALJs will be removed from the schedule.

20.5 Voluntary Layoff, Leave without Pay or Reduction in Hours

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

B. The Chief or designee will allow an employee to volunteer to be laid off. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.

C. If the appointing authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service.

20.6 Temporary Reduction of Work Hours, Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of an employee to no less than fifty percent of their normal hours per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of

equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.

B. The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance if the layoff was due to the lack of funds,
2. Bump to any other position.

D. A temporary reduction of work hours or layoff will not affect an employee's holiday compensation, annual increases or length of initial review period, and the employee will continue to accrue vacation and sick leave credit at their normal rate.

E. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of equipment, or other unexpected or unusual reason will be in accordance with the employee's agency seniority as set out below.

20.7 Layoff Units

A The layoff unit is defined as the job class statewide.

20.8 Formal Options

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

1. A funded position, within their current job classification.

2. A funded filled position held by the least senior employee, within their current job classification.

3. A funded vacant or filled position held by the least senior employee, at the same or lower salary range as their current 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.

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 will be appointed. Appointments will be made in descending order of seniority.

20.9 Notification for the Union

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

20.10 Notification to Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 21.6, employees will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice on the same day it is provided to the employee.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 21.6, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.

C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. If the seventh (7th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.

D. The day that notification is given constitutes the first day of notice.

20.11 Seniority

The employees "Agency Seniority Date" is the first day of employment at OAH as an Administrative Law Judge, in any capacity. The agency seniority date will not be adjusted for periods of parental leave or approved FMLA. Ties will be broken by total State government service, then by date first licensed as an attorney in any State or territory. If an ALJ returns to OAH employment after a break in service of no more than three (3) years, the Agency Seniority Date will be adjusted to account for seniority accrued at the time of prior separation.

20.12 Recall

The Employer will maintain a layoff list for the line or entry ALJ job classification for which any laid off ALJ, no matter position, could be recalled from. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the list. An employee will remain on the layoff lists for two years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the two year period from the effective date of the layoff.

When a vacancy occurs within OAH and when there are names on the layoff list for that job classification, the Employer will fill the position in accordance with Article 3, Hiring and Appointments. An employee will be removed from the layoff list if they are certified from the list and waives the appointment to a position for that job classification two (2) times. In addition, an employee's name will be removed from the layoff list upon retirement, resignation or dismissal.

ARTICLE 21
MANAGEMENT RIGHTS

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

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

B. Determine the Employer's budget, size and composition of the Employer's workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;

C. Direct and supervise employees, as appropriate for each employee's respective position;

D. Take all necessary actions to carry out the mission of the Employer 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, to include flex and telework schedules;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign or reassign work to be performed;

M. Determine training needs, mandatory training requirements, methods of training and employees to be trained;

N. Discipline employees;

O. Determine the use of contract administrative law judges for specified hearings and compensate them pursuant to RCW 43.88, and direct the terms of their engagement and termination of contracts;

P. Appoint, pursuant to RCW 34.12.030, necessary administrative law judges who have a demonstrated knowledge of administrative law and procedures and shall fulfill the duties required by the enabling statute RCW 34.12.

ARTICLE 22
HEALTH CARE BENEFITS AMOUNT

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

22.1 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 22.1 B will expire June 30, 2025.

22.2 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.

22.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars ($125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

22.5 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 represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 22.5 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) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).

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 a 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 23
COMPENSATION

23.1 Administrative Law Judges General Service Pay Range Assignments

A. On July 1, 2023, each Administrative Law Judges (ALJs) covered by this agreement will be placed on the General Service Salary Schedule as follows:

Entry ALJ	Range 68
Line ALJ	Range 70
Lead ALJ	Range 73
Senior ALJ	Range 76

B. Effective July 1, 2023, each ALJ position covered by this agreement will continue to be assigned to the same salary range of the "General Service Salary Schedule it was assigned on June 30, 2023.

C. 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 A.

This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.

D. 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 B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2024.

E. Pro Tem ALJs will be paid at the hourly rate established for Range 70, Step L.

23.2 Periodic Increases

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

A. The period increment date (PID) is based on the employee's initial date of hire with the Office of Administrative Hearings (OAH) as an Administrative Law Judge. The PID date is twelve (12) months from the OAH hire date.

B. Employees will receive a two (2) step increase to their base salary annually, on their periodic increment date, until they reach the top step of the pay range, currently Step L.

C. 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 this section and 23.5 below.

23.3 Longevity Increase

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.

23.4 Salary Adjustments

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

23.5 Adjustment for Change in Appointment

Employees appointed to a position with a higher salary range will be placed in the new range at a salary that is nearest to five percent (5%) higher than their previous base salary. The Chief may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

23.6 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.

23.7 King County Premium Pay

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

23.8 Salary Overpayment Recovery

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

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

B. Method of Payback

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

   a. Voluntary wage deduction
   b. Cash
   c. Check

2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the OAH. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the OAH and employee can agree to an amount that is more than the five percent (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 19, Grievance Procedure, of this Agreement.

23.9 Bar Dues Reimbursement

A. Beginning January 1, 2024, permanent ALJs hired on or after July 1, 2023, shall be members in good standing of the Washington State Bar Association, either as full members or judicial status members. Permanent ALJ's hired after January 1, 2024 will have until the following January to become members of the Washington State Bar Association.

B. Permanent ALJ's employed by OAH as of January 31 each year shall be reimbursed for either the calendar year's judicial status dues or base dues for full membership status dues, less the Keller deduction or any other section dues, fees or optional amounts such as Washington State Bar Foundation donations. Permanent ALJs include ALJs who are serving temporary appointments who have a return right to their former permanent position.

C. ALJs employed by OAH as a pro tem as of January 31 each year are not eligible for reimbursement.

D. ALJs hired into temporary appointments, who do not have return rights to a position within OAH are not eligible for reimbursement.

E. At the time of the request for reimbursement, the ALJ must be a current employee.

F. Bar dues request requirements will be in accordance with agency policy/procedure.

G. Permanent ALJs hired prior to July 1, 2023 not currently licensed by the Washington State Bar Association will be reimbursed the one-time cost of Washington State Bar Association reciprocity if they choose to join during the life of this CBA. Those who do not choose to join the Washington State Bar will not have their bar dues reimbursed.

ARTICLE 24
MAINTENANCE OF TERMS AND MANDATORY SUBJECTS

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

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

this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

ARTICLE 25
SAVINGS CLAUSE

If any court of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

ARTICLE 26
DURATION

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

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

26.3 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 27
FAMILY AND MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE, PARENTAL LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

27.1 FMLA

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

1. 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 attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

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

B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

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

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

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 family medical leave. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.

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

G. The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.

H. 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.

I. Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider. Once the employee provides the fitness for duty certification, the agency will not delay the return to work while the agency seeks clarification and authentication from the employee's health care provider.

J. The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin if the need is foreseeable. 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.

27.2 Parental Leave

A. Parental leave will be granted to the employee for the purpose of bonding with the employee's newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, personal leave day, exchange time, or leave without pay.

27.3 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, exchange time, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

27.4 Washington State Paid Family and Medical Leave Program (PFML)

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

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

C. The employee may use sick leave, personal holiday, exchange 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 PFML. The employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving leave as a supplemental benefit.

ARTICLE 28
LEAVE WITHOUT PAY

28.1 Leave without pay will be granted for the following reasons:

A. Volunteer firefighting leave
B. Domestic violence leave;
C. Military leave;
D. Military family leave;
E. Holidays for a reason of faith or conscience;
F. Family and Medical Leave;

G. When an employee has a Family Care Emergency; and
H. Compensable work-related injury or illness leave.

28.2 Leave without pay may be granted for other reasons approved by the Employer or as otherwise provided for in this Agreement.

28.3 Domestic Violence Leave

Unpaid and paid leave 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 unpaid or paid leave to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner; 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.

28.4 Military Leave and Military Family Leave

In addition to 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. Employees called to active military duty will continue to accrue seniority.

During a period of military conflict, an employee who is the spouse or registered domestic partner of a member of the armed forces of the United States, national guard, or reserves who has been notified of an impending call or order to active duty, or has been deployed, is entitled to a total of 15 days of unpaid leave per deployment after the military spouse or registered domestic partner has been notified of an impending call or order to active duty and before deployment, or when the military spouse or registered domestic partner is on leave from deployment.

28.5 Family Care Emergency

An unforeseen event that may result in an employee's tardiness or absence in order to resolve: the care of a minor/dependent child due to an unexpected absence of regular care provider, unexpected closure of child's school, or unexpected need to pick up child at school earlier than normal; or elder care emergencies such as the unexpected absence of a regular care provider or unexpected closure of an assisted living facility.

28.6 Holidays for a Reason of Faith or Conscience

Leave without pay will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) workdays per calendar year in accordance with RCW 1.16.050 and as provided below:

A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

B. The Employer will allow an employee to use exchange time, a personal holiday or vacation leave in lieu of leave without pay. All requests to use exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

D. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

28.7 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same job classification and the same duty station, as determined by the Employer, provided that such employment is not in conflict with other articles in this Agreement. A written agreement between the employer and the employee may identify other conditions.

28.8 Requests

Requests for leave without pay will be submitted in accordance with Employer policy and procedure.

ARTICLE 29
SHARED LEAVE

The purpose of the Shared Leave program is to permit State employees, at no significantly increased cost to the state of providing annual leave, sick leave, or personal holidays, to come to the aid of a fellow state employee who is temporarily unable to work and may need to take leave without pay for a number of reasons enumerated below. The shared leave program has been established to assist in such circumstances. An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave, or a personal holiday.

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

A. The receiving employee either:

1. Suffers from or has a relative or household member who suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;

2. Has been called to service in the uniformed services;

3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a government agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, a state of emergency has been declared anywhere within the United States by the federal government or any state government, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;

4. Is a victim of domestic violence, sexual assault, or stalking;

5. Is taking parental or pregnancy disability leave;

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 for 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 employee's Agency Head or designee determines that the employee meets the criteria described in this Section. The Agency Head or designee shall determine the amount of shared leave, if any, which an employee may receive.

C. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32.

D. The employee has abided by agency policies regarding the use of paid leave as applicable.

E. The employee, if eligible, has used their allowed benefits under Washington's Paid Family and Medical Leave program. This provision does not apply when shared leave is used during parental leave.

29.2 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee when:

A. The receiving employee is approved to receive shared leave under Subsection 29.1;

B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, consequence of domestic violence, sexual assault or stalking, or parental or pregnancy disability leave, causes 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 has depleted or will shortly deplete their accrued leave as applicable.

The employee can maintain up to forty (40) hours of vacation leave and up to forty (40) hours of sick leave to qualify for shared leave under Subsections 29.1 (A)(4) and (5) of this Article.

D. The receiving employee's absence and the use of shared leave are justified;

E. The Agency Head or designee permits the leave to be shared with an eligible employee;

F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours;

G. 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;

H. The donating employee may donate all or part of a personal holiday; and

I. 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.

29.3 For purposes of the state leave sharing program, the following definitions apply:

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

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

3. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

4. "Severe" or "extraordinary" condition is defined as serious or extreme or life threatening.

5. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, fulltime national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

6. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

7. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, assault, or sexual assault, or stalking as defined in RCW 9A.46.110 of one intimate partner by another intimate partner; or of one family or household member by another family or household member as defined in RCW26.50.010.

8. "Sexual assault" has the same meaning as in RCW 70.125.030.

9. "Stalking" has the same meaning as in RCW 9A.46.110.

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

11. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement adoption or foster care for a period of up to sixteen (16) weeks after the birth or placement. If the birth parent suffers from a pregnancy disability, the period of 16 weeks begins immediately after the pregnancy disability has ended provided that the parental leave is used within the first year of the child's life.

12. "Pregnancy disability" means a pregnancy related medical condition or miscarriage.

29.4 An employee may use up to a maximum of five hundred twenty-two (522) days of shared leave during 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 temporary employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the temporary employee's appointment letter.

29.5 The Agency Head or designee will require the employee to submit, prior to approval or disapproval:

A. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition;

B. A copy of the military orders verifying the employee's required absence;

C. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency;

D. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking; or

E. Verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed physician or health care practitioner verifying pregnancy disability.

29.6 Any donated leave may only be used by the recipient for the purposes specified in this Section.

29.7 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.

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

29.9 When shared leave is no longer needed or will not be needed at any future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the Agency Head or designee, it will be returned to the donor(s). Unused leave may not be returned until the conditions in RCW

41.04.665(10) are met. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

29.10 If an employee has a need to use shared leave due to the same condition listed in the previously approved request, the agency head or designee must approve a new shared leave request for the employee.

29.11 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.

29.12 The Agency will maintain records which contain sufficient information to provide for legislative review.

29.13 An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave used.

Appendix A

Prepared by the Washington State Office of Financial Management
Washington Federation of State Employees Salary Schedule for Represented Employees
Administrative Law Judges
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
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
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
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

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.

A. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON FEDERATION OF STATE EMPLOYEES, ADMINISTRATIVE LAW JUDGES

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, Administrative Law Judges of the Office of Administrative Hearings (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, each bargaining unit employee will be eligible to receive a one-time lump sum payment of one thousand dollars ($1,000.00) if they meet the following condition:

   1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service.

B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and retirement 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.

   1. 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.

   2. Payment eligibility is based on employee's position on July 1, 2023.

D. The amount of the lump sum payment for part-time and pro tem 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.

1. For employees who hold more than one part-time and/or pro tem 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 December 10, 2022

For the Employer	For the Union
/s/	/s/
Lane Hatfield, OFM Labor Negotiator	Jason Holland WFSE Labor Advocate

B. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON FEDERATION OF STATE EMPLOYEES, ADMINISTRATIVE LAW JUDGES

Vaccine ~~Requirements and Booster~~ Incentives

It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. ~~All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated) according to the schedule recommended by the U.S. Center for the Disease Control and Prevention or be approved for a medical or religious exemption and accommodation as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.~~

COVID-19 remains a recognized hazard in the workplace. The Employer will continue to take all required measures to ensure a safe and sanitary work environment for employees and the public they serve. These measures are established by the Washington State Department of Labor and Industries (L&I) and include, but are not limited to, providing hand washing facilities and supplies, regular cleaning and sanitizing of surfaces in all offices and facilities. Employer will provide adequate supplies of disposable masks, hand sanitizer and gloves upon request and where appropriate.

1. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank in accordance with RCW 41.04.665 if they are required to isolate or quarantine and the Employer is unable to accommodate an alternative work assignment.

The Employer will inform employees about COVID-19 prevention and adhere to CDC and L&I requirements regarding keeping employees who have tested positive or who are symptomatic out of the workplace.

Employees who ~~choose to be boosted, at a location of their choosing, and~~choose to voluntarily provide their employer with proof of up-to-date COVID-19 ~~booster~~ vaccination to include any boosters recommended by the U.S. Centers for Disease Control (CDC) based on their age at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar ($1000.00) one-time lump sum payment to be paid no earlier than July 25, 2023. All information disclosed to the Employer during the vaccination verification process will be held confidential and will not be in the employee's personnel record~~stored in the employee's confidential medical file only~~. This information will only be accessed by the Employer on a need-to-know basis.

The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and be provided as soon as practicable based upon their agency's Human Resources and/or payroll processes. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.

This agreement will expire June 30, 2025.

Dated December 10, 2022

For the Employer	For the Union
/s/	/s/
Lane Hatfield, OFM Labor Negotiator	Jason Holland WFSE Labor Advocate

C. 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.

D. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND THE WASHINGTON FEDERATION OF STATE EMPLOYEES

Leave with Pay in Response to Emergency Proclamation 23-05

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

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

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

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

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

Dated: August 30, 2023

For the Employer	For the Union
/s/	/s/
Scott Lyders, Senior Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Kurt Spiegel, Executive Director WFSE/AFSCME Council 28

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

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 Federation of State Employees - Administrative Law Judges:

/s/
Kurt Spiegel
WFSE Executive Director

/s/
Jason Holland
Lead Negotiator

For the State of Washington:

/s/
Jay Inslee
Governor

/s/
Gina Comeau, Section Chief
OFM/SHR, Labor Relations Section

/s/
Lane Hatfield, Lead Negotiator
OFM/SHR, Labor Relations Section