



1 **ARTICLE 2**

2 **NON-DISCRIMINATION**

3 **2.1** The Employer and the Guild agree to support and encourage diversity in the  
4 workplace and prevent all forms of discrimination. Both parties acknowledge that  
5 we maximize the potential of every employee when we treat all employees with  
6 respect and dignity. Our commitment to diversity and inclusion must be present and  
7 demonstrated each day to create fairer and more equitable outcomes.

8 **2.2** Under this Agreement, neither party will discriminate against employees on the  
9 basis of religion, age, sex, marital status, race, color, genetic information, creed,  
10 national origin, political affiliation, military status, status as a veteran who has  
11 received an honorable discharge or been discharged with an honorable record, a  
12 disabled veteran or Vietnam era veteran, status as a victim of domestic violence,  
13 sexual assault or stalking, citizenship, immigration status, sexual orientation,  
14 gender expression, gender identity, any real or perceived sensory, mental or  
15 physical disability, or union activities. Bona fide occupational qualifications based  
16 on the above traits do not violate this Article.

17 **2.3** Both parties agree that unlawful harassment will not be tolerated, including  
18 disparate treatment and hostile work environment on the basis of any of the  
19 categories listed in Section 2.1.

20 **2.4** Employees who feel they have been the subjects or witnesses of discrimination are  
21 encouraged to discuss such issues with their supervisor or other management staff,  
22 or file a complaint in accordance with agency policy. In cases where an employee  
23 files both a grievance and an internal complaint regarding the alleged  
24 discrimination, the grievance process will be immediately suspended until the  
25 internal complaint process has been completed. Following completion of the  
26 internal complaint process, the Guild may request the grievance process be  
27 continued. Such request must be made within seven (7) calendar days of the  
28 employee and the Guild being notified in writing of the findings of the internal  
29 complaint.



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**ARTICLE 3**  
**BID SYSTEM**

**3.1 Applicability**

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

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

Eligible employees are defined as those who:

- (1) hold or who have held permanent status in the level of the bid position; and
- (2) does not include any employee who has not had a minimum of two (2) years in their initial Independent Status duty station, unless approved by the Chief or designee.

- B. If a new or vacant position is to be filled, time in grade will prevail provided the employee has the basic skills and abilities necessary to perform the duties of the specific position. Time in grade includes all non-permanent, probationary, trial service and permanent time in the employee’s job classification within the Department of Fisheries, Department of Game/Wildlife, and Department of Fish and Wildlife.

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

1 C. Employees who are awarded a bid will fill the position thirty (30) calendar  
2 days following the notification of selection. Employees will be paid travel  
3 in accordance with [Article 21](#), Travel, with prior written approval by the  
4 Chief or designee. Extensions of the above time period may only be granted  
5 by the Chief or designee on a case-by-case basis.

6 D. Employees will have a ninety (90) calendar day period to establish a  
7 permanent residence after filling the bid. Extensions of the above time  
8 period may only be granted by the Chief or designee on a case-by-case  
9 basis.

10 Officers and Officers receiving detective pay must establish a permanent  
11 residence within twenty (20) miles of the legal boundary of a city or cities  
12 and/or within geographic boundaries as designated by the Chief or designee  
13 during the bid process. Residency requirements established prior to July 1,  
14 2017, will remain in effect. If an employee is in the position whose  
15 residency requirement was established prior to July 1, 2017, the employee  
16 may request that the Chief or designee establish a new residency  
17 requirement utilizing the provisions of this subsection. The Chief or  
18 designee will select a city or cities from which the mile limit will be  
19 measured. The Employer will not pay for any moving expenses related to  
20 employee requested moves.

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

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

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

3 G. Hardship Transfers

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

16 H. Measuring Distance for Residency Compliance

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

25 The mileage determination will not contain water (ferry) miles, airline,  
26 straight line or any other method of mileage measurement other than paved,  
27 maintained streets that are generally open and passable during all seasons,

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

Tentative Agreement  
FWOG/25-27 Negotiations  
8-15-24

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1 and available to be used by employees to travel to and from their duty  
2 station.

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**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG

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1 **ARTICLE 4**

2 **FILLING OF VACANCIES**

3 **4.1** The Employer will determine when a position will be filled, the type of appointment  
4 to be used when filling the position, and the skills and abilities necessary to perform  
5 the duties of the specific position within a job classification that is being filled. If  
6 the Employer intends to convert a position which results in it no longer being in the  
7 bargaining unit, the Employer will fulfill its obligation to bargain. Only those  
8 candidates who have the position-specific skills and abilities required to perform  
9 the duties of the vacant position will be referred by Human Resources for further  
10 consideration by the hiring manager.

11 **4.2** The statewide layoff list will consist of employees who have elected to place their  
12 name on the statewide layoff list in accordance with [WAC 357-46-080](#).

13 **4.3** A promotional candidate is defined as an employee who has completed the  
14 probationary period within a permanent appointment and has attained permanent  
15 status within the Agency.

16 **4.4** A transfer candidate is defined as an employee in permanent status in the same  
17 classification as the vacancy within the Agency.

18 **4.5** A voluntary demotion candidate is defined as an employee in permanent status  
19 moving to a class in a lower salary range maximum within the Agency.

20 **4.6** When filling a vacant position with a permanent appointment, candidates will be  
21 certified for further consideration in the following manner:

22 A. The most senior candidate on the Agency's internal layoff list with the  
23 required skills and abilities who has indicated an appropriate geographic  
24 availability will be appointed to the position.

25 B. If there are no names on the internal layoff list, the Agency will certify up  
26 to twenty (20) candidates for further consideration. Up to seventy-five

1                   percent (75%) of those candidates will be statewide layoff, agency  
2                   promotional, internal transfers, and agency voluntary demotions. All  
3                   candidates certified must have the position-specific skills and abilities to  
4                   perform the duties of the position to be filled. If there is a tie for the last  
5                   position on the certification for either promotional or other candidates, the  
6                   Agency may consider up to ten (10) additional tied candidates. The Agency  
7                   may supplement the certification with additional tied candidates and replace  
8                   other candidates who waive consideration with like candidates from the  
9                   original pool.

10           C.       Employees in the General Government Transition Pool Program who have  
11           the skills and abilities to perform the duties of the vacant position may be  
12           considered along with all other candidates who have the skills and abilities  
13           to perform the duties of the position.

14           D.       If the certified candidate pool does not contain at least three (3) affirmative  
15           action candidates, the Agency may add up to three (3) affirmative action  
16           candidates to the names certified for the position.

17           E.       When recruiting for multiple positions, the Agency may add an additional  
18           five (5) agency candidates and five (5) other candidates to the certified list  
19           for each additional position.

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## ARTICLE 5

2

### HIRING AND APPOINTMENTS

3 **5.1**

#### **Filling Positions**

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

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10 **5.2**

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

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

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23 **5.3**

#### **Permanent Status**

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

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26 **5.4**

#### **Types of Appointment**

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A. Non-Permanent

- 1                   1.       The Employer may make non-permanent appointments as identified  
2                                   in Section B. A non- permanent appointee must have the skills and  
3                                   abilities required for the position. When the Employer converts a  
4                                   non-permanent appointment to a permanent appointment, the  
5                                   employee will serve a probationary or trial service period.
  
- 6                   2.       An employee with permanent status may accept a non-permanent  
7                                   appointment. At least fourteen (14) calendar days prior to accepting  
8                                   the appointment, the employee must notify their current Appointing  
9                                   Authority of the intent to accept a non-permanent appointment.  
10                                  Upon notification of the employee's intent, the employee's  
11                                  permanent agency will notify the employee, in writing, of any return  
12                                  rights to the Agency and the duration of those return rights. At a  
13                                  minimum, the Agency must provide the employee access to the  
14                                  Agency's internal layoff list. After receipt of this notification the  
15                                  employee may elect to accept or turn down the appointment offer.
  
- 16                   3.       The Employer may convert a non-permanent appointment into a  
17                                   permanent appointment if the Employer used a competitive process  
18                                   to fill the non-permanent appointment or if the non-permanent  
19                                   appointment was filled using a veteran placement program. With the  
20                                   exception of FWOG, before converting a non-permanent  
21                                   appointment into a permanent appointment, [Article 3](#), Bid System,  
22                                   must be followed. For a conversion, the employee will serve a  
23                                   probationary or trial service period.
  
- 24                   4.       The Employer may end a non-permanent appointment at any time  
25                                   by giving one (1) working day's notice to the employee, however if  
26                                   practicable, the Employer may provide more than one (1) working  
27                                   day's notice. Non-permanent appointments normally will not  
28                                   exceed twenty-four (24) consecutive months in duration.

29                   B.       In-Training Employment

- 1                   1.     The Employer may designate specific positions, groups of positions,  
2                             or all positions in a job classification or series as in-training. The  
3                             Employer will document the training program, including a  
4                             description and length of the program. The classification for this “in-  
5                             training” designation shall be the “Recruit” identified in [Appendix](#)  
6                             A.
  
- 7                   2.     A candidate who is initially hired into an in-training position must  
8                             successfully complete the job requirements of the appointment. The  
9                             Employer may separate from state service, any employee who has  
10                            completed the probationary period for an in-training appointment  
11                            but does not successfully complete the subsequent trial service  
12                            periods required by the in-training program. Employees who are not  
13                            successful may be separated at any time with three (3) working days’  
14                            notice from the Employer.
  
- 15                   3.     An employee with permanent status who accepts an in-training  
16                             appointment will serve a trial service period or periods, depending  
17                             on the requirements of the in-training program. The Employer may  
18                             revert an employee who does not successfully complete the trial  
19                             service period or periods at any time with three (3) working days’  
20                             notice. The employee’s reversion right will be to the job  
21                             classification that the employee held permanent status in prior to  
22                             their in-training appointment, in accordance with Subsection 5.5 B  
23                             of this Article.
  
- 24                   4.     A trial service period may be required for each level of the in-  
25                             training appointment, or the entire in-training appointment may be  
26                             designated as the trial service period. The Employer will determine  
27                             the length of the trial service period or periods to be served by an  
28                             employee in an in-training appointment, but in no event (absent an

1 agreement with the Guild) will the trial service period last longer  
2 than eighteen (18) months).

3 5. If a trial service period is required for each level of the in-training  
4 appointment, the employee will attain permanent status upon  
5 successful completion of the training program at each level.

6 6. If the entire in-training program—meaning all levels within the in-  
7 training appointment—is designated as a trial service period, the  
8 employee will attain permanent status upon successful completion  
9 of the training requirements for the entire in-training program.

## 10 5.5 Review Periods

### 11 A. Probationary Period

12 1. Every part-time and full-time employee, following their initial  
13 appointment to a permanent position, will serve a probationary  
14 period of twelve (12) consecutive months.

15 2. The Employer may separate a probationary employee at any time  
16 during the probationary period. The Employer will provide the  
17 employee five (5) working days' notice prior to the effective date of  
18 the separation. The day that notification is given is considered the  
19 first day of notice. If the Employer fails to provide five (5) working  
20 days' notice, the separation will stand and the employee will be  
21 entitled to payment of salary for up to five (5) working days, which  
22 the employee would have worked had notice been given. Under no  
23 circumstances will notice deficiencies result in an employee gaining  
24 permanent status. The separation of the probationary employee will  
25 not be subject to the grievance procedure in [Article 29](#).

26 3. The Employer will extend an employee's probationary period, on a  
27 day-for- day basis, for any day(s) or hours rounded to equivalent

1 days that the employee is on leave without pay, sick leave or shared  
2 leave, except for leave taken for military service.

3 4. An employee who transfers or is promoted prior to completing their  
4 initial probationary period will serve a new probationary period. The  
5 length of the new probationary period may be adjusted by the  
6 Appointing Authority for time already served in probationary status.  
7 In no case, however, will the total probationary period be less than  
8 twelve (12) months.

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

14 B. Trial Service Period

15 1. Except for those employees in an in-training appointment, all other  
16 employees with permanent status who are promoted, or who  
17 voluntarily accept a transfer or demotion into a job classification for  
18 which they have not previously attained permanent status, will serve  
19 a trial service period of twelve (12) consecutive months. The  
20 Employer will conduct a performance review six (6) months into the  
21 trial service period.

22 2. Any employee serving a trial service period will have their trial  
23 service period extended, on a day-for-day basis, for any day(s) that  
24 the employee is on leave without pay or shared leave, except for  
25 leave taken for military service.

26 3. An employee serving a trial service period may voluntarily revert to  
27 their former position within fifteen (15) days of the appointment,  
28 provided that the position has not been filled or an offer has not been

1 made to an applicant. With the Appointing Authority's approval, an  
2 employee serving a trial service period may voluntarily revert at any  
3 time to a funded permanent position in the same agency that is:

4 a. Vacant or filled by a non-permanent employee and is within  
5 the employee's previously held job classification; or

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

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

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

17 a. Vacant or filled by a non-permanent employee and is within  
18 the employee's previously held job classification; or

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

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

24 5. Any unsuccessful employee who has no reversion options may  
25 request that their name be placed on the Agency's internal layoff list  
26 and into the General Government Transition Pool Program for



1 **ARTICLE 6**

2 **PERFORMANCE EVALUATION**

3 **6.1 Objective**

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

11 **6.2** A. Employee work performance will be evaluated prior to the completion of  
12 their probationary and trial service periods and at least annually thereafter.  
13 Immediate supervisors will meet with employees at the start of their review  
14 period to discuss performance goals and expectations. Employees will  
15 receive copies of their performance goals and expectations as well as  
16 notification of any modifications made during the review period.

17 B. The performance evaluation process will include, but not be limited to, a  
18 performance evaluation on forms used by the Employer, the employee's  
19 signature or electronic acknowledgment of the forms, and any comments by  
20 the employee. A copy of the performance evaluation will be provided to the  
21 employee at the time of the review. If the need arises, the reviewer (typically  
22 the second line supervisor) may function as a mediator upon the request of  
23 either the supervisor or the employee. The employee has the right to submit  
24 a written rebuttal to the content of the evaluation. The completed and  
25 signed/acknowledged performance evaluation forms, including the  
26 employee's comments, will be maintained in the employee's personnel file.

27 C. To recognize employee accomplishments and address performance issues  
28 in a timely manner, discussions between the employee and supervisor will



1 **ARTICLE 7**

2 **HOURS OF WORK**

3 **7.1 Definitions**

4 A. Law Enforcement Employees

5 Employees who work in positions that meet the law enforcement criteria of  
6 Section 7(k) of the Fair Labor Standards Act (FLSA).

7 B. Workday

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

9 C. Work Schedules

10 The number of days and hours an employee is scheduled to work in a  
11 workweek as established by the Employer in order to meet business and  
12 customer service needs, as long as the work schedules meet federal and state  
13 laws and Executive Order 14-02.

14 D. Workweek

15 Workweeks will normally begin at 12:00 a.m. on Monday and end at 12:00  
16 midnight the following Sunday.

17 E. Duty Hours

18 Duty hours are defined as those hours when an Officer is in-service with  
19 their primary dispatch center and the records management system unless an  
20 exception is approved by a supervisor. Duty hours are all working hours  
21 that count toward the Designated Work Period per 7.2.

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23 **7.2 Overtime-Eligible Law Enforcement Employee Work Schedules**

24 A. Designated Work Period

25 The regular work schedule for full-time overtime-eligible law enforcement  
26 officers, who are receiving assignment pay for an extended work period,

1 will not be more than one hundred and seventy-one (171) hours in thirteen  
2 (13) twenty-eight (28) day periods per year. For officers not receiving  
3 assignment pay for an extended work period, the designated work period is  
4 one hundred and sixty (160) hours in thirteen (13) twenty-eight (28) day  
5 periods per year.

6 B. Planning Meeting

7 Bargaining unit members will participate in a monthly detachment or unit  
8 planning meeting, either in-person or by utilizing other technological means  
9 as determined and coordinated by the supervisor. The detachment or unit  
10 will identify and prioritize detachment or unit work to determine methods,  
11 times, locations, and days off. Based on program needs, each supervisor has  
12 the authority to make final decisions necessary to plan and schedule the  
13 time, place and methods of the work to be performed by employees of their  
14 detachment or unit; however, supervisors will attempt to meet officers'  
15 personal needs. A twenty-eight (28) day regional plan will be drafted.  
16 These plans may be modified periodically, without penalty, with approval  
17 of the Supervisor.

18 C. Days Off

19 Officers will request days off as Scheduled Days Off (SDO) at the planning  
20 meeting. Supervisors may deny requests for days off to provide for and  
21 schedule patrol priorities. When the supervisor has approved requests for  
22 SDOs, they may be cancelled by the supervisor within seventy-two (72)  
23 hours' notice without incurring callback pay. If a SDO is cancelled with less  
24 than seventy-two (72) hours' notice, the Department will compensate the  
25 officer in accordance with [Section 38.13](#) of [Article 38](#), Compensation.  
26 Additional hours worked on a cancelled SDO will be compensated at the  
27 regular rate of salary and will be part of the normal one hundred seventy-  
28 one (171) hour work period. Officers wishing to change a SDO must also  
29 provide seventy-two (72) hours' notice to their supervisor. Approvals with

1 shorter notice may be granted by mutual agreement between the supervisor  
2 and the officer. Cancellation of a SDO by the supervisor will not result in  
3 callback compensation. Officers that wish to adjust SDOs may request those  
4 changes in advance from their supervisor. Officers will normally work at  
5 least four (4) weekend days (Saturday or Sunday) each work period  
6 consistent with the twenty-eight (28) day detachment or unit plan as  
7 identified in Subsection B of Article 7.2~~5~~. Normally, four (4) of the SDOs  
8 in a twenty-eight (28) day period will be weekend days; however,  
9 supervisors may approve additional weekend days off. Non-weekend days  
10 off will be consecutive unless otherwise selected by the officer. Officers  
11 who do not participate in the planning process may have their days off  
12 unilaterally set by their supervisor.

13 D. Sick and Annual Leave

14 Sick and annual leave taken will not exceed nine (9) hours in any twenty-  
15 four (24) hour period or forty-five (45) hours in any consecutive seven (7)  
16 day period. If leave is taken in conjunction with hours worked, the  
17 combination of hours worked and sick or annual leave taken will not exceed  
18 nine (9) hours in any twenty-four (24) hour period or forty-five (45) hours  
19 in any consecutive seven (7) day period. Exceptions to the rule described  
20 within [Article 7.2](#) D may be approved by the Sergeant, or in the Sergeant's  
21 absence, the Captain or Deputy Chief.

22 E. Meal Periods

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



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**ARTICLE 8**  
**OVERTIME**

**8.1 Definitions**

A. Overtime

Overtime is defined as time that an overtime-eligible employee works in excess of one hundred and seventy-one (171) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period.

B. Overtime Rate

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

C. Work

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

1. All hours actually spent performing the duties of the assigned job;
2. Travel time required by the Employer during the normal work week;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and
7. Any other paid time not listed below.

D. Work does **not** include:

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

1    **8.2    Overtime-Eligibility Compensation**

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

4                   1.    Overtime-eligible law enforcement employees, receiving  
5                           assignment pay for an extended work period, who have prior  
6                           approval and work in excess of one hundred and seventy-one (171)  
7                           hours in a twenty-eight (28) day period, will be compensated at the  
8                           overtime rate.

9                   2.    In the event of a bona fide emergency and when the employee's  
10                           actual and designated supervisors are unavailable to grant approval,  
11                           an employee may exercise discretion in determining the need to  
12                           incur overtime. Not later than the next working day, the employee  
13                           will report to their actual or designated supervisor the nature of the  
14                           bona fide emergency justifying overtime. A bona fide emergency is  
15                           an unforeseen circumstance that requires immediate action by the  
16                           employee.

17    **8.3    General Provisions**

18           A.    The Employer will determine whether work will be performed on regular  
19                   work time or overtime, the number, the skills and abilities of the employees  
20                   required to perform the work, and the duration of the work. The Employer  
21                   will first attempt to meet its overtime requirements on a voluntary basis with  
22                   qualified employees who are currently working. In the event there are not  
23                   enough employees volunteering to work, the supervisor may require  
24                   employees to work overtime unless prohibited by law.

25           B.    If an employee was not offered overtime for which they were qualified, the  
26                   employee will be offered the next available overtime opportunity for which  
27                   they are qualified. Under no circumstances will an employee be  
28                   compensated for overtime that was not worked. There will be no  
29                   pyramiding of overtime.

1 **8.4 Employers' Right to Assign**

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

5 **8.5 Compensatory Time for Overtime-Eligible Employees**

6 A. Compensatory Time Eligibility

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

12 B. Maximum Compensatory Time

13 Employees may accumulate no more than the maximum number of hours  
14 of compensatory time allowed under the federal Fair Labor Standards Act  
15 (FLSA).

16 C. Compensatory Time Use

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

25 D. Compensatory Time Cash Out

26 All compensatory time must be used by June 30th of each year. If  
27 compensatory time balances are not scheduled to be used by the employee  
28 by April of each year, the supervisor will contact the employee to review



1 **ARTICLE 9**

2 **TRAINING AND EMPLOYEE DEVELOPMENT**

3 **9.1** The Employer and the Guild recognize the value and benefit of education and  
4 training designed to enhance employees' abilities to perform their job duties.  
5 Training and employee development opportunities will be provided to employees  
6 in accordance with agency policies and available resources.

7 **9.2** Participation in education and/or training programs required by the Employer,  
8 including travel, will be compensated as time worked. The Employer will pay for  
9 all required training as determined by agency policy.

10 **9.3** The Employer may approve additional professional or technical training and/or  
11 education courses. Additional courses will normally include those that will enhance  
12 employees' technical proficiency and future performance. When approved, the  
13 Agency will pay costs in accordance with agency policy. If an employee's request  
14 for training is denied, a reason for the denial shall be provided to the employee.

15 **9.4** The Employer will provide or make available, and the employees will participate  
16 in, training approved by management in order to maintain their professional skills,  
17 standards and proficiencies as established by the Agency and their profession.

18 **9.5** Employees will participate in agency provided or approved training to maintain  
19 agency required certification.

20 **9.6** Employees will not lose work time if approved to attend a professional conference.  
21 Travel and other expenses will be reimbursed in accordance with [Article 22](#), Travel,  
22 of this Agreement.

23 **9.7 Master Agreement Training**

24 A. The Employer and the Guild agree that training for managers, supervisors  
25 and union stewards responsible for the day-to-day administration of this  
26 Agreement is important. The Guild will provide training to current union

1                    stewards, and the Employer will provide training to managers and  
2                    supervisors on this Agreement.

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

11    **9.8    Tuition Reimbursement**

12            A.        The Agency may approve full or partial tuition reimbursement, consistent  
13                    with agency policy and within available resources.

14            B.        The Agency will reimburse eligible employees who provide proof of  
15                    satisfactory completion of a course that was previously approved for tuition  
16                    reimbursement.

17            C.        Agency funds expanded for tuition reimbursement will be limited to tuition  
18                    or registration fees, and will not include textbooks, supplies or other school  
19                    expenses, except in accordance with agency policy.

20            D.        Absent an agreement to the contrary, when an employee moves to another  
21                    agency prior to completion of an approved course, the approving agency  
22                    will retain the obligation for reimbursement if the course is satisfactorily  
23                    completed. When payment is not made by the approving agency the gaining  
24                    agency may, at its option, reimburse the employee.

25

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

| \_\_\_\_\_ /s/ 08/15/2024  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

| \_\_\_\_\_ /s/ 08/15/2024  
Jim Cline, Lawyer  
FWOG

1 **ARTICLE 10**

2 **LICENSURE AND CERTIFICATION**

3 **10.1** Employees are expected to update and maintain any license and/or certification that  
4 is required as part of the minimum qualifications for their position. Such  
5 requirement will be waived if the certification and/or license is not required to be  
6 maintained after date of hire. When the position requires any specialized license,  
7 including a driver's license, the employee shall be responsible for the cost of the  
8 license and/or certification and for all renewal costs.

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

11 **10.2** When the Employer requires a new license and/or certification, the Employer will  
12 reimburse the employee for the initial cost of the new license and/or certification.  
13 Thereafter, the employee shall be responsible for maintaining the license and/or  
14 certification. The Employer will reimburse the employee for the renewal costs of  
15 licenses and/or certifications not required as a condition of employment upon  
16 appointment.

17 **10.3** Employees will notify their Appointing Authority or designee if the license and/or  
18 certification has expired, or has been restricted, revoked or suspended, within  
19 twenty-four (24) hours of knowledge of the expiration or prior to their next  
20 scheduled shift, whichever occurs first.

21 **10.4** Employees for whom a license and/or certification is required and for whom that  
22 license or certification has expired or been restricted, revoked or suspended may be  
23 placed on leave without pay, in accordance with [Article 17](#), Leave Without Pay,  
24 until the license and/or certification is renewed or restored, whichever comes first  
25 and/or disciplined (up to and including termination) in accordance with [Article 28](#),  
26 Discipline.



1

## ARTICLE 11

2

### HOLIDAYS

3

#### 11.1 Paid Holidays

4

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

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

5

6

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

7

8

#### 11.2 Holiday Rules

9

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

10

A. Employees will be paid at a straight-time rate for eight (8) holiday leave hours on a recognized holiday.

11

12

B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article](#)

13

[8](#), Overtime.

14

- 1 C. For employees who do not have a Monday-through-Friday work schedule:
- 2 1. When a recognized holiday, as provided in [Subsection 11.1](#) of this
- 3 Article, falls within an employees assigned duty hours, those hours
- 4 will be considered the holiday for overtime pay purposes.
- 5 2. In the event an employee is assigned to work the weekend adjoining
- 6 a recognized holiday, but does not work the holiday, one of those
- 7 days will be designated as the holiday for overtime pay purposes.
- 8 E. A full-time employee who would otherwise be entitled to a holiday but is
- 9 on leave without pay will receive compensation for the holiday provided
- 10 they have been in pay status for eighty (80) non-overtime or non-standby
- 11 hours during the month, not counting the holiday. Compensation for
- 12 holidays for other than full-time employees during leave without pay will
- 13 be proportionate to the time in pay status required for full-time employment.
- 14 All employees must be employed before and after the holiday and for a
- 15 period of at least twelve (12) calendar days during the month in addition to
- 16 the holiday.

17 **11.3 Personal Holidays**

18 An employee may select one (1) workday as a personal holiday during the calendar

19 year if the employee has been or is scheduled to be, continuously employed by the

20 State for more than four (4) months.

- 21 A. An employee who is scheduled to work less than six (6) continuous months
- 22 over a period covering two (2) calendar years will receive only one (1)
- 23 personal holiday during this period.
- 24 B. The Employer will release the employee from work on the day selected as
- 25 the personal holiday provided:





1

## ARTICLE 12

2

### VACATION LEAVE

3 **12.1** Employees will retain and carry forward any eligible and unused vacation leave  
4 that was accrued prior to the effective date of this Agreement.

5 **12.2 Vacation Leave Credits**

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

8 **12.3 Vacation Leave Accrual**

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

14 **12.4 Vacation Leave Accrual Rate Schedule**

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One Hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

15

16 **12.5 Vacation Leave Usage**

17 A. Vacation leave will be charged by rounding upward to the nearest one-tenth  
18 (1/10) of an hour increments.

1 B. Employees may request vacation leave at any time on a first-come, first-  
2 served basis; however, posted vacation schedules shall take precedence.

3 C. Employees will not request or be authorized to take scheduled vacation  
4 leave if they will not have accrued sufficient vacation leave credits to cover  
5 the absence at the time of the scheduled leave.

6 D. Supervisors will promptly process Electronic Leave System (Total Time)  
7 requests for vacation by the end of the pay period following the request. If the  
8 request is submitted within 72 hours of the end of the pay period, the supervisor  
9 will process the request by the end of the following pay period.

10  
11  
12 **12.6 Family Care**

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

15 **12.7 Military Family Leave**

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

19 **12.8 Domestic Violence Leave**

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

22 **12.9 Vacation Cancellation**

23 A. Employer Initiated

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

30 B. Employee Initiated

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

33 **12.10 Vacation Leave Maximum**

34 Employees may accumulate maximum vacation balances not to exceed two  
35 hundred eighty (280) ~~two hundred forty (240)~~ hours. However, there are two (2)  
36 exceptions that allow vacation leave to accumulate above the maximum:

37 A. If an employee's request for vacation leave is denied by the Appointing  
38 Authority or designee, and the employee has not exceeded the vacation

1 leave maximum two hundred eighty (280)~~two hundred forty (240)~~ hours,  
2 the Appointing Authority may grant an exception to the maximum. If the  
3 Appointing Authority grants an exception, the employee's vacation leave  
4 maximum will be extended for each month that the Employer must defer  
5 the employee's request for vacation leave.

6 B. An employee may also accumulate vacation leave days in excess of two  
7 hundred eighty (280)~~two hundred forty (240)~~ hours as long as the employee  
8 uses the excess balance prior to the employee's anniversary date. Any leave  
9 in excess of the maximum that is not deferred in advance of its accrual as  
10 described above, will be lost on the employee's anniversary date.

### 11 **12.11 Separation**

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

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

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

### 20 **12.12 Paid Family and Medical Leave Act**

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

## **TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an  
original signature.*

For the Employer

For the Union

\_\_\_\_\_  
/s/  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
/s/  
Jim Cline, Lawyer  
FWOG

1 maximum will be extended for each month that the Employer must defer  
2 the employee's request for vacation leave.

3 B. An employee may also accumulate vacation leave days in excess of two  
4 hundred eighty (280) ~~two hundred forty (240)~~ hours as long as the employee  
5 uses the excess balance prior to the employee's anniversary date. Any leave  
6 in excess of the maximum that is not deferred in advance of its accrual as  
7 described above, will be lost on the employee's anniversary date.

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21 RCW. The Employer may require verification that the employee has been approved  
22 to receive benefits for paid family and/or medical leave under Title 50A RCW  
23 before approving vacation leave as a supplemental benefit.

24

**TENTATIVE AGREEMENT REACHED**





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

5 E. Qualified Absence under the Family Medical Leave Act.

6 F. Death of a relative, as defined in Subsection 13.2(K) below.

7 G. Leave for Military Family Leave as required by [RCW 49.77](#) and in  
8 accordance with [Article 17.10](#), Government Service Leave.

9 H. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

10 I. Preventative health care appointments of household members as defined in  
11 Subsection 13.2(K) below, up to one (1) day for each occurrence, when the  
12 employee attends the appointment, if arranged in advance with the  
13 Employer.

14 J. When an employee is absent from work to be with a household member as  
15 defined in Subsection 13.2(K) below, who experiences an illness or injury,  
16 up to five (5) days for each occurrence or as extended by the Employer.

17 K. Family, Relative and Household Member Defined:

18 1. A family member is defined as a:

19 a. Child, ~~including~~ [means a](#) biological, adopted, or foster child,  
20 stepchild, [a child's spouse](#) or for whom the employee stands  
21 in loco parentis, is a legal guardian or is de facto parent,  
22 regardless of age or dependency status;

23 b. [Parent means](#) ~~B~~biological, adoptive, de facto, or foster  
24 parent, stepparent, or legal guardian of an employee or the  
25 employee's spouse or registered domestic partner, or a

1 person who stood in loco parentis when the employee was a  
2 minor child;

3 c. Spouse ~~;~~ means husband or wife, as the case may be or state  
4 registered domestic partner as defined by RCW 26.60

5 ~~d. Registered domestic partner as defined by RCW 26.60;~~

6 de. Grandparent; means a parent of the employee's parent

7 ef. Grandchild ~~;~~ or means a child of the employee's child

8 gg. Sibling

9 f. Any individual who regularly resides in the employee's  
10 home or where the relationship creates an expectation that  
11 the employee care for the person, and that individual  
12 depends on the employee for care. "Family member"  
13 includes any individual who regularly resides in the  
14 employee's home, except that it does not include an  
15 individual who simply resides in the same home with no  
16 expectation that the employee care for the individual.

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

20 3. A household member is defined as persons who reside in the same  
21 home who have reciprocal duties to and to provide financial support  
22 for one another. This term does not include persons sharing the same  
23 house when the living style is primarily that of a dormitory or  
24 commune.

1 **13.3 Use of Compensatory Time, Exchange Time, Personal Holiday, Personal**  
2 **Leave Day or Vacation Leave for Sick Leave Purposes**

3 The Employer will allow an employee who has used all of their sick leave to use  
4 compensatory time, exchange time, personal holiday, personal leave day or  
5 vacation leave for sick leave purposes. An employee may be denied the ability to  
6 use compensatory time, exchange time, personal holiday, personal leave day or  
7 vacation leave for sick leave purposes if the employee has documented attendance  
8 problems. All compensatory time, exchange time, personal holiday, personal leave  
9 day or vacation leave requests for sick leave purposes will indicate that  
10 compensatory time, exchange time, personal holiday, personal leave day or  
11 vacation leave is being requested in lieu of sick leave. For full-time employees, a  
12 personal holiday must be used in full shift increments. For part-time employees the  
13 use of a personal holiday for sick leave purposes will be calculated in accordance  
14 with [Subsection 11.3 E](#).

15 **13.4 Restoration of Vacation Leave**

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

20 **13.5 Sick Leave Reporting, Certification and Verification**

21 An employee must promptly notify their supervisor on the first day of sick leave  
22 [prior to their work shift](#) and each day after, unless there is mutual agreement to do  
23 otherwise. If the employee is in a position where a relief replacement is necessary,  
24 the employee will notify their supervisor at least two (2) hours prior to their  
25 scheduled time to report to work (excluding leave taken in accordance with the  
26 Domestic Violence Leave Law [RCW 49.76](#)). If the Employer suspects abuse [for](#)  
27 [absences exceeding three days](#), the Employer may require [verification that the](#)  
28 [employee's use of paid sick leave is for an authorized purpose](#) ~~a written medical~~  
29 ~~certificate for that sick leave absence~~. An employee returning to work after any sick  
30 leave absence may be required to provide written certification from their health care

1 provider that the employee is able to return to work and perform the essential  
2 functions of the job with or without reasonable accommodation.

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

5 **13.6 Sick Leave Annual Cash Out**

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

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

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

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

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

17 **13.7 Carry Forward and Transfer**

18 Employees will be allowed to carry forward, from year to year of service, any  
19 unused sick leave allowed under this provision, and will retain and carry forward  
20 any unused sick leave accumulated prior to the effective date of this Agreement.

21 When an employee moves from one state agency to another, regardless of status,  
22 the employee's accrued sick leave will be transferred to the new agency for the  
23 employee's use.

24 **13.8 Sick Leave Separation Cash Out**

25 At the time of retirement from state service or at death, an eligible employee or the  
26 employee's estate will receive cash for their total sick leave balance on a one (1)





1 C. For purposes of the state leave sharing program, the following definitions  
2 apply:

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

6 2. Employee's "family member" is defined to include:

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

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

15 c. Spouse;

16 d. Registered domestic partner as defined by [RCW 26.60](#);

17 e. Grandparent,

18 f. Grandchild; or

19 g. Sibling.

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





1 E. A state of emergency has been declared anywhere within the United States  
2 by the federal government or any state government if the employee qualifies  
3 under Subsection 14.3(A)(3) of this Article.

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

9 G. The employee has abided by agency policy regarding the use of sick leave  
10 and vacation leave if the employee qualifies under Subsection 14.3(A)(5).

11 **14.3** An employee may donate vacation leave, sick leave, or personal holiday to another  
12 employee only under the following conditions:

13 A. The receiving employee either:

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

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

18 3. Has the needed skills to assist in responding to an emergency or its  
19 aftermath and volunteers their services to either a governmental  
20 agency or to a nonprofit organization engaged in humanitarian relief  
21 in the devastated area, and the governmental agency or nonprofit  
22 organization accepts the employee's offer of volunteer services;

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

24 5. Is taking parental or pregnancy disability leave; or

- 1                   6.     Is a current member of the uniformed services or a veteran as  
2                   defined under [RCW41.04.005](#), and is attending medical  
3                   appointments or treatments for a service connected injury or  
4                   disability; or
  
- 5                   7.     Is a spouse of a current member of the uniformed services or a  
6                   veteran as defined under [RCW 41.04.005](#), who is attending medical  
7                   appointments or treatments for a service connected injury or  
8                   disability and requires assistance while attending appointments or  
9                   treatments.
  
- 10                B.     The illness, injury, impairment, condition, call to service, or emergency  
11                volunteer service, consequence of domestic violence, sexual assault or  
12                stalking, or parental or pregnancy disability leave, or is likely to cause, the  
13                receiving employee to:
  - 14                   1.     Go on leave without pay status; or
  - 15                   2.     Terminate state employment.
  
- 16                C.     The receiving employee's absence and the use of shared leave are justified.
  
- 17                D.     The receiving employee has depleted or will shortly deplete their:
  - 18                   1.     Vacation leave, sick leave, compensatory time, personal holiday,  
19                   and personal leave day reserves if the employee qualifies under  
20                   Section 14.3(A)(1) of this Article. The employee is not required to  
21                   deplete all of their accrued vacation and sick leave and can maintain  
22                   up to forty (40) hours of vacation leave and forty (40) hours of sick  
23                   leave;
  - 24                   2.     Vacation leave and paid military leave allowed under [RCW](#)  
25                   [38.40.060](#), personal holiday, personal leave day, and compensatory  
26                   time if the employee qualifies under Subsection 14.3(A)(2). The  
27                   employee is not required to deplete all of their accrued vacation

1 leave and paid military leave allowed under [RCW 38.40.060](#) and  
2 can maintain up to forty (40) hours of vacation leave and forty (40)  
3 hours of military leave; or

4 3. Vacation leave, personal holiday, personal leave day, and  
5 compensatory time if the employee qualifies under Subsection  
6 14.3(A)(3) or 14.3 (A)(4). The employee is not required to deplete  
7 all of their accrued vacation leave and can maintain up to forty (40)  
8 hours of vacation leave; or

9 4. Personal holiday, vacation leave, personal leave day, compensatory  
10 time and sick leave if the employee qualifies under Subsection  
11 14.3(A)(5). The employee is not required to deplete all of their  
12 accrued vacation leave and can maintain up to forty (40) hours of  
13 each of vacation and sick leave; or

14 5. Vacation leave, sick leave, personal holiday, personal leave day and  
15 compensatory time if the employee qualifies under Subsection 14.3  
16 (A)(6) or 14.3 (A)(7).

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

19 F. The donating employee may donate any amount of vacation leave, provided  
20 the donation does not cause the employee's vacation leave balance to fall  
21 below eighty (80) hours. For part-time employees, requirements for annual  
22 leave balances will be prorated.

23 G. Employees may not donate excess vacation leave that the donor would not  
24 be able to take due to an approaching anniversary date.

25 H. The donating employee may donate any specified amount of sick leave  
26 provided the donation does not cause the employee's sick leave balance to  
27 fall below one hundred seventy-six (176) hours after the transfer. For

1 purposes of sick leave donation, a day equals the donor's monthly sick leave  
2 accrual.

3 I. The donating employee may donate all or part of a personal holiday. Any  
4 portion of a personal holiday that is not used will be returned to the donating  
5 employee.

6 **14.4** The Agency Head will determine the amount of donated leave an employee may  
7 receive and may only authorize an employee to use up to a maximum of five  
8 hundred twenty-two (522) days of shared leave during total state employment. The  
9 Employer may authorize leave in excess of five hundred twenty-two (522) days in  
10 extraordinary circumstances for an employee qualifying for the program because  
11 they are suffering from an illness, injury, impairment or physical or mental  
12 condition which is of an extraordinary or severe nature. A non-permanent or on-  
13 call employee who is eligible to use accrued leave or personal holiday may not use  
14 shared leave beyond the termination date specified in the non-permanent or on-call  
15 employee's appointment letter.

16 **14.5** The Agency Head or designee will require the employee to submit, prior to  
17 approval or disapproval:

18 A. A medical certificate from a licensed physician or health care practitioner  
19 verifying the severe or extraordinary nature and expected duration of the  
20 condition when the employee is qualified under Subsection 14.3(A)(1) of  
21 this Article;

22 B. A copy of the military orders verifying the employee's required absence  
23 when the employee is qualified for shared leave under Subsection  
24 14.3(A)(2) of this Article;

25 C. Proof of acceptance of an employee's offer to volunteer for either a  
26 governmental agency or a nonprofit organization during a declared state of  
27 emergency when the employee is qualified for shared leave under  
28 Subsection 14.2(A)(3) of this Article;

1 D. Verification of the employee's status as a victim of domestic violence,  
2 sexual assault or stalking when the employee is qualified for shared leave  
3 under Subsection 14.3(A)(4) of this Article; or

4 E Verification of the birth, adoption, or foster care placement of a child and/or  
5 a medical certificate from a licensed physician or health care practitioner  
6 verifying pregnancy disability under Subsection 14.3(A)(5) of this Article.

7 **14.6** Any donated leave may only be used by the recipient for the purposes specified in  
8 this Section.

9 **14.7** The receiving employee will be paid their regular rate of pay; therefore, one (1)  
10 hour of shared leave may cover more or less than one (1) hour of the recipient's  
11 salary. The calculation of the recipient's leave value will be in accordance with  
12 Office of Financial Management policies, regulations, and procedures. The dollar  
13 value of the leave is converted from the donor to the recipient. The leave received  
14 will be coded as shared leave and be maintained separately from all other leave  
15 balances.

16 **14.8** A. An employee receiving industrial replacement benefits may not receive  
17 greater than twenty-five percent (25%) of their base salary from the receipt  
18 of shared leave.

19 B. Shared leave may be used intermittently or on nonconsecutive days so long  
20 as the leave has not been returned under Section 14.9 of this Article.

21 **14.9** Any shared leave no longer needed or will not be needed at any future time in  
22 connection with the original injury or illness or for any other qualifying condition  
23 by the recipient, as determined by the Agency Head or designee will be returned to  
24 the donor(s).

25 Unused leave approved for an employee that suffers from an illness, injury,  
26 impairment, or physical or mental condition which is of an extraordinary or severe

1 in nature may not be returned until the conditions in [RCW 41.04.665\(10\)\(a\)\(i\)](#) or  
2 (ii) are met.

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

7 **14.10** If an employee has a need to use shared leave due to the same condition listed in  
8 the previously approved request, the agency head or designee must approve a new  
9 shared leave request for the employee.

10 **14.11** All donated leave must be given voluntarily. No employee will be coerced,  
11 threatened, intimidated, or financially induced into donating leave for purposes of  
12 this program.

13 **14.12** The Agency will maintain records which contain sufficient information to provide  
14 for legislative review.

15 **14.13** An employee who uses leave that is transferred under this Section will not be  
16 required to repay the value of the leave used.

17

### **TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

| \_\_\_\_\_ /s/ 08/15/2024  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_ /s/ 08/15/2024  
Jim Cline, Lawyer  
FWOG

18

1 **ARTICLE 15**

2 **FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE - PREGNANCY**

3 **DISABILITY LEAVE AND PAID FAMILY AND MEDICAL LEAVE**

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

7 **15.1 Federal Family and Medical Leave Act of 1993 (FMLA)**

8 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA)  
9 and any amendments thereto an employee who has worked for the state for  
10 at least twelve (12) months and for at least one thousand two hundred fifty  
11 (1,250) hours during the twelve (12) months prior to the requested leave is  
12 entitled to up to twelve (12) workweeks of family medical leave in a twelve  
13 (12) month period for any one or more of the following reasons 1-4:

- 14 1. Parental leave for the birth and to care for a newborn child, or  
15 placement for adoption or foster care of a child and to care for that  
16 child;
- 17 2. Personal medical leave due to the employee's own serious health  
18 condition that requires the employee's absence from work;
- 19 3. Family medical leave to care for a spouse, child, or parent , who  
20 suffers from a serious health condition that requires on-site care or  
21 supervision by the employee. Because the FMLA does not recognize  
22 state registered domestic partners, an absence to care for an  
23 employee's state registered domestic partner will not be counted  
24 towards the twelve (12) weeks of FMLA.
- 25 4. Family medical leave for a qualifying exigency when the  
26 employee's spouse, state registered domestic partner as defined by  
27 [RCW 26.60.020](#) and [26.60.030](#), child of any age, or parent is on

1 active duty or call to active duty status of the Reserves or National  
2 Guard for deployment to a foreign country. Qualifying exigencies  
3 include attending certain military events, arranging for alternate  
4 childcare, addressing certain financial and legal arrangements,  
5 attending certain counseling sessions, and attending post-  
6 deployment reintegration briefings.

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

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

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

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

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

- 1 C. The FMLA entitlement period will be a rolling twelve (12) month period  
2 measured forward from the date an employee begins family medical leave.  
3 Each time an employee takes family medical leave during the twelve (12)  
4 month period, the leave will be subtracted from the twelve (12) weeks of  
5 available leave.
- 6 D. The Employer will continue the employee's existing employer-paid health  
7 insurance, life insurance and disability insurance benefits during the period  
8 of leave covered by FMLA. The employee will be required to pay their  
9 share of health insurance, life insurance and disability insurance premiums.
- 10 E. The Employer has the authority to designate absences that meet the criteria  
11 of the FMLA. The use of any paid or unpaid leave (excluding leave for a  
12 work-related illness or injury covered by workers' compensation or assault  
13 benefits and compensatory time) for a FMLA qualifying event will run  
14 concurrently with, not in addition to, the use of the FMLA for that event.  
15 An employee has the option of using some, or all of their paid leave for a  
16 FMLA qualifying event, but must follow the notice and certification  
17 requirements relating to FMLA usage in addition to any notice and  
18 certification requirements relating to the use of paid leave.
- 19 F. The Employer may require certification from the employee's, the family  
20 member's, or the covered service member's health care provider for the  
21 purpose of qualifying for FMLA.
- 22 G. Personal medical leave, serious health condition leave or serious injury or  
23 illness leave covered by the FMLA may be taken intermittently when  
24 certified as medically necessary. Employees must make reasonable efforts  
25 to schedule leave for planned medical treatment so as not to unduly disrupt  
26 the Employer's operations. Leave due to qualifying exigencies may also be  
27 taken on an intermittent basis.

1 H. Upon returning to work after the employee's own FMLA-qualifying illness,  
2 the employee may be required to provide a fitness for duty certificate from  
3 a health care provider. Once the employee provides the fitness for duty  
4 certification, the agency will not delay the return to work while the agency  
5 seeks clarification and authentication from the employee's health care  
6 provider.

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

## 11 **15.2 Parental Leave**

12 A. Parental leave will be granted to the employee for the purpose of bonding  
13 with the employee's newborn, adoptive or foster child. Parental leave may  
14 extend up to six (6) months, including time covered by the FMLA, during  
15 the first year after the child's birth or placement. Leave beyond the period  
16 covered by FMLA may only be denied by the Employer due to operational  
17 necessity. Such denial may be grieved beginning at the agency director step  
18 of the grievance procedure in [Article 29](#).

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

## 24 **15.3 Pregnancy Disability Leave**

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

27 B. Pregnancy disability leave will be granted for the period of time that an  
28 employee is sick or temporarily disabled because of pregnancy and/or





1 **ARTICLE 16**

2 **MISCELLANEOUS LEAVE**

3 **16.1** Subject to the Employer's prior approval, employees will be allowed paid leave,  
4 during scheduled work time, for:

5 A. Examinations or interviews for state employment;

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

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

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

15 D. Jury Duty as outlined in 16.2;

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

18 F. For bereavement leave, as specifically provided below in Section 16.5.

19  
20 G. To allow an employee to take a reasonable amount of leave with pay for the  
21 employee to travel and receive the CDC recommended vaccine(s) during a  
22 pandemic and declared state of emergency, if the vaccine is not offered at  
23 the workplace. An employer may authorize leave in excess of one day in  
24 extraordinary circumstances, such as accommodating travel where the CDC  
25 recommended vaccines are unavailable locally. The employer may require

1                   that the request for leave be supported by documentation, which may  
2                   include proof of the vaccination.

3                   H.       Military Leave as outlined in 16.9

4                   I.       Wildfire Disaster Leave as outlined in 16.10

5       **16.2   Jury Duty**

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

12       **16.3**   A subpoenaed employee will receive paid leave, during scheduled work time, to  
13                   appear as a witness in a court or an administrative hearing for work-related cases,  
14                   unless the employee:

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

17                  B.       Has an economic interest in the matter.

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

21       **16.4**   Employees will not be eligible for per diem or travel expenses under this Article.

22       **16.5   Bereavement Leave**

23                  A.       An employee is entitled to three (3) days of paid bereavement leave if the  
24                               employee's family member or household member dies or for loss of  
25                               pregnancy. An employee may request less than three (3) days of  
26                               bereavement leave.

1 B. The Employer may require verification of the family member's, relative's,  
2 or household member's death.

3 C. In addition to paid bereavement leave, the Employer may approve an  
4 employee's request to use compensatory time, sick leave, vacation leave,  
5 exchange time, the employee's personal holiday or leave without pay for  
6 purposes of bereavement and in accordance with this Agreement.

7 D. In the event of the death of a relative, the Employer will approve the  
8 employee's accrued paid leave listed in C above for all deaths up to a total  
9 of five (5) days for each calendar year. The Employer may deny leave  
10 requested under this provision for the holidays specified in [Section 11.1](#),  
11 Holidays.

12 E. For purposes of this subsection, a family member is defined in [Subsection](#)  
13 [13.2\(K\)\(1\)](#); a household member is defined in [Subsection 13.2\(K\)\(3\)](#); and a  
14 relative is defined in [Subsection 13.2\(K\)\(2\)](#).

15 F. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy  
16 of the employee or employee's spouse or partner, including through  
17 surrogacy or adoption, where the employee or employee's spouse or partner  
18 would have been the parent.

19 **16.6 Personal Leave**

20 A. An employee may choose one (1) workday as a personal leave day per fiscal  
21 year during the life of this Agreement if the employee has been continuously  
22 employed for more than six (6) months.

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

25 1. The employee has given at least fourteen (14) calendar days' written  
26 notice to their supervisor. However, the supervisor has the discretion  
27 to allow a shorter notice period.



1 participated in a life-giving procedure. Agencies may take into account  
2 program and staffing replacement requirements in the scheduling of leave  
3 for life-giving procedures.

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

### 13 **16.8 Severe Inclement Weather and Natural Disaster Leave**

14 After consultation with an employee's supervisor and if it is determined that the  
15 employee is unable to report to work because of severe inclement weather or a  
16 natural disaster, the employee may adjust their schedule in accordance with [Article](#)  
17 [7](#) or the employee's leave will be charged in the following order:

18 A. Any earned compensatory time unless this would result in the loss of their  
19 vacation leave;

20 B. Any accrued vacation leave;

21 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar  
22 year; and

23 D. Leave without pay.

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

1

2 **16.9 Military Leave**

3 An employee may use paid military leave in order to report for required military  
4 duty, training, or drills including those in the national guard under Title 10 U.S.C.,  
5 Title 32 U.S.C., or state active status. For purposes of paid Military Leave as  
6 described in this Article, employees may use up to 189 hours of leave not to exceed  
7 21 workdays from October 1<sup>st</sup> through September 30<sup>th</sup>. Officers may request  
8 approval from their Sergeant, or in the Sergeant's absence the Captain, Deputy  
9 Chief or Chief for paid Military Leave in excess of 9 hours in one workday.——

10

11 **16.10 Wildfire Disaster Leave**

12 In the event the Governor declares that a state of emergency exists in any area of  
13 the state of Washington, Agencies may grant up to 24 hours of leave with pay per  
14 occurrence to employees who are experiencing extraordinary or severe impacts,  
15 such as displacement from their homes temporarily or permanently through  
16 evacuation or significant damage or loss.

17 Agencies may require verification of the extraordinary or severe impacts related  
18 to the use of leave with pay and may take into account emergency operations  
19 requirements and/or program and staffing replacement requirements in the  
20 approval and scheduling of leave under this subsection in order to allow for the  
21 provision of continued essential services to the public. Leave under this  
22 subsection must be used within 3 months from the date of the declaration. If hours  
23 of leave with pay are approved, an employee is not required to use them  
24 consecutively, and the leave does not need to be taken in full day increments.

25

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/ 08/15/2024

Jim Cline, Lawyer  
FWOG

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## ARTICLE 17

### LEAVE WITHOUT PAY

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

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

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

Leave without pay will be granted for holidays of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) days per calendar year provided the employee's absence will not impose an undue hardship on the Employer as defined by [WAC 82-56-020](#) or the employee is not necessary to maintain public safety. This leave is in accordance with [RCW 1.16.050](#) and as provided below:

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [Chapter 82-56 WAC](#) or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday, personal leave or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

- 1 C. An employee's seniority date, probationary period or trial service period  
2 will not be affected by leave without pay taken for a reason of faith or  
3 conscience.
- 4 D. An employee must give at least fourteen (14) calendar days' written notice  
5 to their supervisor. However, the employee and supervisor may agree upon  
6 a shorter timeframe.
- 7 E. Employees will only be required to identify that the request for leave  
8 without pay is for a reason of faith or conscience or an organized activity  
9 conducted under the auspices of a religious denomination, church or  
10 religious organization.

11 **17.3 Leave without pay may be granted for the following reasons:**

- 12 A. Educational leave;
- 13 B. Child and elder care emergencies;
- 14 C. Governmental Service Leave;
- 15 D. Conditions applicable for leave with pay;
- 16 E. Seasonal career employment;
- 17 F. Voluntary leave in the state's Reduction-in-Force plan to reduce the effect  
18 of an agency reduction in force;
- 19 G. Injury or illness which prevents the employee from returning within the  
20 FMLA time periods;
- 21 H. Professional growth opportunity of immediate or future benefit to the  
22 agency;
- 23 I. Sabbaticals; or
- 24 J. As otherwise provided for in this Agreement.

1    **17.4    Limitations**

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

4            A.     Compensable work-related injury or illness;

5            B.     Educational leave;

6            C.     Governmental Service Leave;

7            D.     Military;

8            E.     Volunteer fire fighting;

9            F.     Domestic violence leave;

10           G.    Leave authorized in advance by an Appointing Authority as a part of a plan  
11            to accommodate a person with a disability; or

12           H.    Leave taken under the provisions of Article 15, Family and Medical Leave,  
13            Parental Leave – Pregnancy Disability Leave and Paid Family and Medical  
14            Leave.

15    **17.5    Returning Employee Rights**

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

21    **17.6    Military Leave**

22            In addition to the twenty-one (21) days of paid leave granted to employees for  
23            required military duty or to take part in training, or drills including those in the  
24            National Guard or active status, unpaid military leave will be granted in accordance  
25            with [RCW 38.40.060](#) and applicable federal law. Employees on military leave will

1 be reinstated as provided in  
2 [RCW 73.16](#) and applicable federal law. In addition to the twenty-one (21) days,  
3 employees called to active military duty will continue to accrue seniority within the  
4 state system.

5 For purposes of paid Military Leave as described in this Article, employees may  
6 use up to 189 hours of leave not to exceed 21 workdays from October 1<sup>st</sup> through  
7 September 30<sup>th</sup>. Officers may request approval from their Sergeant, or in the  
8 Sergeant's absence the Captain, Deputy Chief or Chief for paid Military Leave  
9 in excess of 9 hours in one workday.-

10  
11  
12 **17.7 Educational Leave**

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

15 **17.8 Sabbatical**

16 Leave without pay may be granted for sabbatical for the purpose of professional  
17 employee growth. Sabbaticals may be taken for up to six (6) months every five (5)  
18 years and may be split into three (3) month periods with management approval.

19 **17.9 Child and Elder Care Emergencies**

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

24 **17.10 Governmental Service Leave**

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

1 **17.11 Volunteer Firefighting Leave**

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

4 **17.12 Professional Growth Opportunity**

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

8 **17.13 Military Family Leave**

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

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21 **17.14 Domestic Violence Leave**

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

1 **17.15 Loss of a Required License and/or Certification**

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

4 **17.16 Use of Paid Leave**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 08/13/2024

/s/ 08/13/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG

1 **ARTICLE 18**

2 **SAFETY AND HEALTH**

3 **18.1** It is to the mutual benefit of the Employer and the employees that safe work  
4 practices are followed. The Employer, Employee and Guild have a significant  
5 responsibility for workplace safety and health.

6 A. The Employer will provide a work environment in accordance with safety  
7 standards established by the Washington Industrial Safety and Health Act  
8 (WISHA). It is agreed that the WISHA regulations now and hereafter  
9 amended will continue to be complied with by both parties.

10 B. Employees will comply with all safety and health practices and standards  
11 established by the Employer and will report unsafe working conditions  
12 immediately. The Employer will investigate reported unsafe working  
13 conditions and take appropriate action.

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

19 D. The Guild will work cooperatively with the Employer on safety and health-  
20 related matters and encourage employees to work in a safe manner.

21 **18.2** The Employer will determine and provide the required safety devices, personal  
22 protective equipment and apparel, which employees will wear and/or use. The  
23 Employer will provide employees with orientation and/or training to perform their  
24 jobs safely. If necessary, training will be provided to employees on the safe  
25 operation of the equipment prior to use.

1 **18.3** The Employer will form joint safety committees in accordance with WISHA  
2 requirements at each permanent work location where there are eleven (11) or more  
3 employees.

4 **18.4** Safety committees will consist of employees selected by the Guild and employer-  
5 selected members. The number of employees selected by the Guild must equal or  
6 exceed the number of Employer-selected members. The number of Union-  
7 designated employee representatives on the committee(s) will be proportionate to  
8 the number of employees represented by the Guild at the permanent work location.  
9 Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee  
10 recommendations will be forwarded to the appropriate Appointing Authority for  
11 review and action, as necessary. The Appointing Authority or designee will report  
12 follow-up action/information to the Safety Committee.

13 **18.5 Ergonomic Assessments**

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

17 **18.6 Air Quality Assessments**

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

20 **18.7 Medical or Psychological Examinations**

21 A. The Employer retains the right to require employees to submit to medical  
22 and/or psychological examinations when the Employer determines an  
23 employee is incapable of performing their job.

24 B. The Employer will contract with an examining professional to evaluate  
25 employees and provide a written report of whether the employee is fit or  
26 unfit for duty, and an expected prognosis and recovery period, if applicable.  
27 If the employee is deemed unfit, the employee will be placed on authorized  
28 leave without pay or paid leave at employee request. The Employer will

1 work with the employee to determine if a reasonable accommodation can  
2 be made per [Article 31](#), Reasonable Accommodation and Disability  
3 Separation.

4 **18.8 COVID-19 Vaccination**

5 A. All employees are required to complete their primary series of COVID-19  
6 vaccines (e.g. be fully vaccinated, not to include booster shots) according  
7 to the schedule recommended by the U.S. Centers for Disease Control and  
8 Prevention (CDC), or be approved by the employer for a medical or religious  
9 exemption and accommodation, as a condition of employment. Employees  
10 who fail to maintain this condition of employment for their position will be  
11 subject to separation.

12 B. Employees who voluntarily choose to be boosted will be eligible for a one-  
13 time lump sum per [Article 38.25](#).

14 C. Any former employee whose employment with the WDFW ended for  
15 failure to comply with Proclamation 21-14.1 be fully vaccinated, who  
16 provides verification of vaccination becomes fully vaccinated as defined in  
17 this section A herein may apply for any open position in their previous job  
18 class for which they are otherwise qualified under the process outlined in  
19 WDFW policy and this agreement, and if rehired, will be eligible for all  
20 benefits, including any available longevity incentives or booster incentives,  
21 as provided for and subject to the terms of in this contract, including any  
22 longevity incentives or booster incentives that may still exist.

23 D. The parties to this collective bargaining agreement expressly agree that  
24 there is ongoing litigation between the parties (PERC, Arbitration, Court  
25 action) as a result of Proclamation 21-14.1 and its implementation. The  
26 parties preserve all arguments in the current pending litigation and PERC  
27 cases between the parties regarding these issues. Section A is subject to re-  
28 opening based upon final adjudication of such litigation (e.g., PERC,



1 **ARTICLE 19**

2 **UNIFORMS, TOOLS AND EQUIPMENT**

3 **19.1 Uniforms**

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

8 **19.2 Tools and Equipment**

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

17 **19.3 ~~Department of Fish and Wildlife Enforcement~~ Minimum Equipment and**  
18 **Uniform**

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

- 25 A. Handgun;  
26 B. Belts and holsters;  
27 C. Shotgun;  
28 D. Patrol Rifle;

- 1 E. Service ammunition;
- 2 F. Handcuffs;
- 3 G. Ballistic vest; [Outercarrier](#)
- 4 H. Spotting scope;
- 5 I. Binoculars;
- 6 J. Two (2) flashlights;
- 7 K. Three (3) complete winter uniforms;
- 8 L. One (1) jumpsuit;
- 9 M. All weather jacket;
- 10 N. One (1) pair of non-insulated boots; and
- 11 O. One (1) pair of insulated boots.

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

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

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

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

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



1 **ARTICLE 20**

2 **DRUG AND ALCOHOL FREE WORKPLACE**

3 **20.1** All employees must report to work in a condition fit to perform their assigned duties  
4 unimpaired by alcohol or drugs.

5 **20.2 Possession of Alcohol, Marijuana, and Illegal Drugs**

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

9 1. The premises are considered residences; or

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

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

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

20 **20.3 Prescription, Medical Marijuana, and Over-the-Counter Medications**

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

1    **20.4    Drug and Alcohol Testing – Safety Sensitive Functions**

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

9           B.     In addition, employees who perform other safety-sensitive functions are  
10                   subject to pre-employment, post-accident, post-firearm shooting incidents,  
11                   and reasonable suspicion testing in accordance with agency policy. For the  
12                   purposes of this Article, employees who perform other safety-sensitive  
13                   functions are those issued firearms.

14                   1.     A post-firearm shooting drug and alcohol testing may be conducted  
15                           for any shooting incident involving a person and/or for any  
16                           accidental discharge of a firearm.

17                   2.     A post-accident drug and alcohol test may be conducted when a  
18                           work-related incident has occurred involving death, serious bodily  
19                           injury or significant property/environmental damage, or the  
20                           potential for death, serious injury, or significant  
21                           property/environmental damage, and when the employee's action(s)  
22                           or inaction(s) either contributed to the incident or cannot be  
23                           completely discounted as a contributing factor.

24    **20.5    Reasonable Suspicion Testing**

25           A.     Reasonable suspicion testing for alcohol, marijuana or controlled  
26                   substances may be directed by the Employer for any employee when there  
27                   is reason to suspect that alcohol, marijuana or controlled substance usage  
28                   may be adversely affecting the employee's job performance or that the  
29                   employee may present a danger to the physical safety of the employee or

1 others. Specific objective grounds must be stated in writing that support the  
2 reasonable suspicion.

3 B. Referral

4 Referral for testing will be made on the basis of specific written objective  
5 grounds documented by a supervisor who has completed the training on  
6 detecting the signs/symptoms of being affected by controlled substances,  
7 marijuana, and/or alcohol.

8 C. Testing

9 1. When reasonable suspicion exists, employees must submit to  
10 alcohol, marijuana, and/or controlled substance testing when  
11 required by the Employer. A refusal to test is considered the same  
12 as a positive test. When an employee is referred for testing, they will  
13 be removed immediately from duty and transported to the collection  
14 site. The cost of reasonable suspicion testing, including the  
15 employee's salary will be paid by the Employer.

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

25 3. An employee who has a positive alcohol test (0.02 blood alcohol  
26 level or above), marijuana test, and/or a positive controlled  
27 substance test may be subject to disciplinary action, up to and  
28 including discharge based on the incident that prompted the testing.

1 **20.6 Training**

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

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

12 **20.7 Rehabilitation**

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/14/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG







1 **ARTICLE 23**

2 **UNIFORMED SERVICE SHARED LEAVE POOL**

3 **23.1 Purpose**

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

8 **23.2 Definitions**

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

10 A. “Employee” means any employee who is entitled to accrue sick leave or  
11 vacation leave and for whom accurate leave records are maintained.

12 B. “Military salary” includes base, specialty and other pay, but does not  
13 include allowances like the basic allowance for housing.

14 C. “Monthly salary” includes monthly salary, special pay and shift differential,  
15 or the monthly equivalent for hourly employees. “Monthly salary” does not  
16 include overtime pay, callback pay, standby pay or performance bonuses.

17 D. “Service in the uniformed services” means the performance of duty on a  
18 voluntary or involuntary basis in a uniformed service under competent  
19 authority and includes active duty, active duty for training, initial active  
20 duty for training, inactive duty training, full-time national guard duty  
21 including state-ordered active duty, and a period for which a person is  
22 absent from a position of employment for the purpose of an examination to  
23 determine the fitness of the person to perform any such duty.

24 E. “Uniformed services” means the armed forces, the army national guard, and  
25 the air national guard of any state, territory, commonwealth, possession, or  
26 district when engaged in active duty for training, inactive duty for training,  
27 full-time national guard duty, or state active duty, the commissioned corps

1 of the public health service, the coast guard and any other category of  
2 persons designated by the president of the United States in time of war or  
3 national emergency.

4 **23.3 Participation**

5 A. An employee may be eligible to receive leave from the uniformed service  
6 shared leave pool under the following conditions:

7 1. The employee is entitled to accrue vacation leave, sick leave, or a  
8 personal holiday.

9 2. The employee has been called to service in the uniformed services.

10 3. The call to service has caused, or is likely to cause, the employee to  
11 go on leave without pay status or terminate state employment.

12 4. The employee's absence and the use of shared leave are justified.

13 5. The employee has depleted or will shortly deplete their vacation  
14 leave and paid military leave allowed under [RCW 38.40.060](#).

15 6. The employee has followed agency rules regarding military leave.

16 B. An employee may donate vacation leave, sick leave, or all or part of a  
17 personal holiday to the uniformed service shared leave pool under the  
18 following conditions:

19 1. The donating employee may donate any amount of vacation leave,  
20 provided the donation does not cause the employee's vacation leave  
21 balance to fall below eighty (80) hours. For part-time employees,  
22 requirements for vacation leave balances will be prorated.

23 2. The donating employee may donate any specified amount of sick  
24 leave, provided the donation does not cause the employee's sick

1 leave balance to fall below one hundred seventy-six (176) hours  
2 after the transfer.

3 3. The donating employee may donate all or part of a personal holiday.

4 **23.4 Process**

5 A. Employees requesting to donate to or receive leave from the uniformed  
6 service shared leave pool must follow their agency policies and procedures  
7 addressing uniformed service shared leave.

8 B. Employees requesting to receive leave from the uniformed service shared  
9 leave pool must also comply with Military Department procedures for  
10 requesting and receiving leave from the uniformed service shared leave  
11 pool. Employees requesting leave from the uniformed service shared leave  
12 pool should provide to their Agency Head or designee an earnings statement  
13 verifying military salary and orders of service, most current state leave and  
14 earnings statement, a completed uniformed service shared leave pool  
15 recipient request form, and notification of any change. The employee must  
16 also provide copies of earnings statements and orders of service when  
17 requested by the Military Department.

18 C. Shared leave may not be granted unless the pool has a sufficient balance to  
19 fund the requested leave for the expected term of service.

20 D. Shared leave, in combination with military salary, will not exceed the level  
21 of the employee's state monthly salary. Up to eight (8) hours per month of  
22 shared leave may be withdrawn and used to continue coverage under the  
23 Public Employees Benefits Board, regardless of the employee's monthly  
24 salary and military salary.

25 E. The receiving employee continues to be classified as a state employee and  
26 receives the same treatment in respect to salary, wages, and employee





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## ARTICLE 25

### OFF-DUTY CONDUCT

**25.1** The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in state law or are detrimental to the employee's work performance or Agency by disrupting or presenting a reasonable probability of disruption to the Employer.

#### **25.2 Off Duty Employment**

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

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

**TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

| \_\_\_\_\_ /s/ 08/15/2024  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

| \_\_\_\_\_ /s/ 08/15/2024  
Jim Cline, Lawyer  
FWOG





1 **ARTICLE 28**

2 **DISCIPLINE**

3 **28.1 Just Cause**

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

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

10 **28.2 Employee Privacy**

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

13 **28.3 Forms of Discipline**

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

16 Use of Prior Discipline in Progressive Discipline:

17 Only the following may be used as prior discipline for purposes of progressive  
18 discipline:

19 A. Supervisory notes on an employee's job performance will not be used to  
20 support progressive discipline after 1 (one) year unless circumstances  
21 warrant longer retention. In such circumstances, supervisory notes will be  
22 usable for progressive discipline purposes for up to 2 (two) years. Unless  
23 circumstances do not warrant a longer retention period, such as sexual  
24 harassment, or criminal conduct. Supervisor notes are not considered  
25 "discipline" and therefore are not grievable.

26 B. Oral Reprimands, Written Reprimands and their related documentation will  
27 not be utilized for Progressive Discipline purposes after two (2) years, so

1 long as there has been no subsequent discipline. Unless circumstances do  
2 not warrant a longer retention period, such as sexual harassment, or criminal  
3 conduct.

4 C. Records of disciplinary actions involving reductions-in-pay, suspensions,  
5 or demotions, will not be utilized for Progressive Discipline purposes after  
6 five (5) years, so long as there has been no subsequent discipline. Unless  
7 circumstances do not warrant a longer retention period, such as sexual  
8 harassment, or criminal conduct.

9 **28.4 Investigative Process**

10 A. The Employer has the authority to determine the method of conducting  
11 investigations and develop and follow appropriate guidelines for conducting  
12 investigations, including the DFW Law Enforcement Program  
13 Administrative Investigation Regulation. The Employer will notify the  
14 Guild of those guidelines and of any amendments, consistent with Article  
15 43.5. The provisions of [Article 28.4](#) and [28.5](#) shall apply only to  
16 investigations that may lead to discipline.

17 B. Upon written request by the Guild to the HR Director or designee, if an  
18 investigation lasts longer than forty-five (45) days from the date the  
19 employee was notified of the investigation, the Employer will notify the  
20 Guild in writing of the current status of the investigation (for example:  
21 interviews pending, drafting of investigative report, waiting for analysis of  
22 data) and the Employer will provide an anticipated timeframe for  
23 completion. The Employer will provide its response to the Guild's request  
24 for the current status of the investigation at least ten (10) days from the date  
25 of request by the Guild. However, in the event the Employer does not  
26 respond to the Guild's request for a status of the investigation within ten  
27 (10) days, the failure to meet this timeframe will not be a basis for  
28 challenging the disciplinary action or precluding admissibility of evidence.

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

4 **28.5 Investigatory Interviews**

5 A. Unless exigent circumstances exist, the Employer will notify the employee  
6 at least forty-eight (48) hours in advance of an investigative interview,  
7 including the time and location of the interview. The forty-eight (48) hours  
8 notification period may be waived upon mutual agreement of the parties.  
9 The notification will include the nature of the interview, the date of the  
10 incident (if known), and a summary of the allegations against the employee  
11 sufficient to reasonably apprise the employee of the nature of the  
12 investigation.

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

25 B. The questioning shall be conducted at a reasonable hour, preferably when  
26 the employee is scheduled to work, unless the seriousness of the  
27 investigation requires otherwise. If such questioning occurs during a  
28 scheduled day off for the employee being questioned, the employee shall be

1 compensated for such time in accordance with regular Employer  
2 procedures.

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

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

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

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

26 E. The Employer will allow a reasonable break for an employee participating  
27 in an investigatory interview.

- 1 F. An employee shall not be compelled to prepare a response, written, or  
2 recorded statement pertaining to any use of deadly force. Employees  
3 involved in the use of deadly force shall be allowed to consult with a Guild  
4 representative, and an attorney prior to being ordered to provide a statement  
5 regarding the use of deadly force. The employee will not be required to  
6 make any statement, written or otherwise, regarding the use of deadly force  
7 for seventy-two (72) hours after the incident. The affected employee may  
8 waive the timeline requirements.
- 9 G. Nothing in this Agreement will prevent an employee from giving a public  
10 safety statement at the scene to preserve evidence, identify witnesses or  
11 otherwise protect officer and/or public safety. The parties agree that public  
12 safety statements are necessary to ensure public safety and scene integrity.
- 13 H. Investigations shall be completed within one hundred fifty (150) calendar  
14 days. If the investigation cannot be completed within these timeframes, an  
15 extension may be granted in accordance with Article 28.5 I or J.  
16 Investigations shall be deemed completed when the employee is advised of  
17 the Employer's contemplated discipline by issuance of a pre-disciplinary  
18 letter.
- 19 I. Investigations may be extended due to reasonably determined, exigent  
20 circumstances beyond the control of the Employer. Such circumstances will  
21 be identified by the investigator and shall include, but are not limited, to the  
22 following:
- 23 1. Complexity of the investigation;
  - 24 2. Pre-scheduled, extended leave (including extended annual leave or  
25 mandatory training) or unexpected illness of personnel integral to  
26 the investigation;
  - 27 3. Unavailability of witnesses after reasonable efforts to locate;

- 1                   4.       Undue delays in transcription of interview tapes;
- 2                   5.       Delays caused by the Guild or its representatives; and/or
- 3                   6.       Emergencies.

4           J.       Investigations covered by [Article 28.4](#) and [28.5](#) may also be extended if the  
5                   Chief or Agency Director requests specific, additional investigation. If at  
6                   any time during an administrative investigation it appears the employee's  
7                   action or omissions may constitute criminal misconduct, the administrative  
8                   investigation and timelines will be suspended and resumed when it will not  
9                   interfere with any criminal investigations. The Employer shall notify the  
10                  employee being investigated of any extension. The notification shall include  
11                  information on when the Employer anticipates completing the investigation  
12                  and a detailed explanation of the reasons for the extension. If the  
13                  investigation is not completed by the anticipated completion date the  
14                  notification shall be repeated.

15   **28.6   Alternative Assignments**

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

24   **28.7   Pre-Disciplinary Meetings**

25                  Prior to imposing discipline, except oral or written reprimands, the Employer will  
26                  offer the opportunity to schedule a pre-disciplinary meeting with the employee.  
27                  Five (5) days prior to the pre-disciplinary meeting, the Employer will inform the  
28                  employee and the Guild of the reasons for the contemplated discipline and an



1 **ARTICLE 29**

2 **GRIEVANCE PROCEDURE**

3 **29.1** The purpose of this Article is to provide for an orderly method of resolving disputes  
4 over the provisions of this Agreement. Whenever possible, disputes should be  
5 resolved informally, at the lowest level. To that end, all supervisors and employees  
6 are encouraged to engage in free and open discussions about disputes.

7 **29.2 Terms and Requirements**

8 A. Grievance Definition

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

13 B. Filing a Grievance

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

17 C. Computation of Time

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

24 D. Failure to Meet Timelines

25 The time limits in this Article must be strictly adhered to unless mutually  
26 modified in writing. Failure by the Guild to comply with the timelines will  
27 result in the automatic withdrawal of the grievance. Failure by the Employer

1 to comply with the timelines will entitle the Guild to move the grievance to  
2 the next step of the procedure.

3 E. Contents

4 The written grievance must include the following information:

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

12 F. Modifications

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

15 G. Resolution

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

19 H. Withdrawal

20 A grievance may be withdrawn at any time.

21 I. Resubmission

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

23 J. Pay

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

4 K. Consolidation

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

7 L. Bypass

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

10 M. Discipline

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

13 **29.3 Filing and Processing**

14 A. Filing

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

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

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

23 B. Alternative Resolution Methods

24 Any time during the grievance process, by mutual consent, the parties may  
25 use alternative methods to resolve the dispute. If the parties agree to use  
26 alternative methods, the time frames in this Article are suspended. If the  
27 selected alternative method does not result in a resolution, the Guild may

1 return to the grievance process and the time frames resume. Any expenses  
2 and fees of alternative methods will be shared equally by the parties.

3 C. Processing

4 **1. Step 1: Chief or Designee:**

5 If the issue is not resolved informally, the Guild may file a written  
6 grievance with the Chief or designee, with a copy to the Human  
7 Resources Office within the twenty-one (21) day period described  
8 in [Article 29.3\(A\)](#).

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

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

18 If the grievance is not resolved at Step 1, the Guild may move it to  
19 Step2 by filing the written grievance with the Agency Head, with a  
20 copy to the Human Resources Office, within fifteen (15) days of the  
21 Guild's receipt of the Step 1 decision. Upon agreement of the  
22 parties, the Agency Head or designee will meet or confer by  
23 telephone with a union steward and/or staff representative and the  
24 grievant within fifteen (15) days of receipt of the Step 2 grievance  
25 request. Management will provide a written response to the Guild  
26 within fifteen (15) days after the meeting and if the remedies are  
27 denied the response will include an explanation.

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

1 If the grievance is not resolved at Step 2, the Guild may either file a  
2 request for mediation with Public Employment Relations  
3 Commission (PERC) or file a demand for a pre-arbitration review  
4 meeting with a copy of the grievance and all responses attached.

5 A. Request for Mediation

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

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

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

- 21 1. Schedule a PARM with the LRS negotiator or  
22 designee, an agency representative, and the Guild's  
23 representative to review and attempt to settle the  
24 dispute. If the matter is not resolved in this PARM,  
25 within fifteen (15) days of the meeting, if the Guild  
26 wants to move the dispute to arbitration, the Guild  
27 must file a request for an arbitration panel, consistent  
28 with Step 4 of this Article; or



- 1 b. Be limited in their decision to the grievance  
2 issue(s) set forth in the original written  
3 grievance unless the parties agree to modify  
4 it; and
- 5 c. Not make any decision that would result in  
6 the violation of this Agreement.
- 7 2. The arbitrator will hear arguments on and decide  
8 issues of arbitrability before the first day of  
9 arbitration at a time convenient for the parties,  
10 immediately prior to hearing the case on its merits,  
11 or as part of the entire hearing and decision-making  
12 process. If the issue of arbitrability is argued prior to  
13 the first day of arbitration, it may be argued in  
14 writing or by telephone, at the discretion of the  
15 arbitrator. Although the decision may be made  
16 orally, it will be put in writing and provided to the  
17 parties.
- 18 3. The decision of the arbitrator will be final and  
19 binding upon the Guild, the Employer and the  
20 grievant.
- 21 4. The decision shall be rendered within thirty (30) days  
22 of the close of the record. The parties may file post  
23 hearing briefs no later than (30) days of the  
24 completion of the hearing. The record shall be  
25 considered closed upon the completion of the hearing  
26 or the filing of briefs, whichever occurs later.

27 C. Arbitration Costs

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



1

## ARTICLE 30

2

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

3

#### FILES

4

#### **30.1 Personnel Files and OPS Files**

5

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

8

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

10

B. Only those employees who need to know the information shall be permitted  
11 access. Access to the files shall be limited to:

12

1. Employees requesting to examine their own file. Employees must  
13 have proper identification and examine their file in the presence of  
14 the Human Resources Director or designee. Employees shall not  
15 remove any material from their files, but may have the Human  
16 Resources Office provide a copy of the file. The Employer may  
17 charge a reasonable fee for copying any materials beyond the first  
18 copy requested by the employee or their representative. The  
19 employee and/or representative may not remove any contents;  
20 however, an employee may provide a written rebuttal to any  
21 information in the file that they consider objectionable.

22

2. The Chief.

23

3. The Deputy Chief and Captains.

24

4. A representative having written authorization from the employee.

25

5. Agency supervisors and managers in the employee's direct chain of  
26 command.

1                   6.       Staff employed by the Agency whose official duties require access  
2                   to personnel files and/or OPS files.

3                   7.       Assistant Attorneys General assigned to the Agency and their  
4                   authorized staff (i.e. paralegal, tort investigator).

5   **30.2**   When documents in an employee’s personnel file are the subject of a public  
6           disclosure request, the Employer will provide the employee notice of the request at  
7           least ten (10) calendar days in advance of the intended release date. [The Employer](#)  
8           [will attempt to notify the employee of the specific documents being released prior](#)  
9           [to the intended release date.](#)

10 **30.3**   Prior to any document that may be deemed derogatory to the employee being placed  
11           into the employee’s personnel file, the employee will be provided a copy.

12 **30.4**   No Secret Files, Records Creation and Review of Documents

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

18           Employees retain a right to review their supervisory notes.

19 **30.5**   **Employee Review and Comment.**

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

23 **30.6**   **Exonerations**

24           Material or information related to alleged misconduct that is determined to be false  
25           or is unsubstantiated and all such information in situations where the employee has

1           been exonerated of misconduct or a different finding or conclusion has been entered  
2           will be added to the employee personnel files upon employee request.

3     ~~**30.7 — Personnel Records Ad-Hoc LMCC**~~

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

12          ~~**Outcomes:**~~

- 13          ~~• A clear understanding of what records shall be retained per compliance with SB~~
- 14          ~~5051 and where such documents will be stored.~~
- 15          ~~• How documents are created~~
- 16          ~~• Understandings may influence Successor Bargaining~~
- 17          • ~~Composition of the Ad-Hoc Committee Shall be in alignment with Article 34.2.A~~

18                   **TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

        /s/         08/14/2024

        /s/         08/14/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG

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**ARTICLE 31**  
**REASONABLE ACCOMMODATIONS AND**  
**DISABILITY SEPARATION**

**31.1 Reasonable Accommodations**

A. Safety Accommodations

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

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

3 b. Leave pursuant to [Article 12](#), [Article 13](#) and [Article 17](#) may  
4 be considered a reasonable safety accommodation.

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

8 B. Pregnancy Accommodations

9 1. For purposes of this section, “pregnancy” includes the employee’s  
10 pregnancy and pregnancy-related health conditions.

11 2. A pregnant employee may request a reasonable accommodation,  
12 which may include any of the following:

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

15 b. Modifying a no food or drink policy;

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

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

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

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

24 g. Scheduling flexibility for prenatal visits; and

1 h. Any further pregnancy accommodation an employee may  
2 request, and to which an Agency must give reasonable  
3 consideration in consultation with information provided on  
4 pregnancy accommodation by the Department of Labor and  
5 Industries or the attending health care provider of the  
6 employee.

7 3. The Agency may deny a reasonable pregnancy related  
8 accommodation based on undue hardship if the requested  
9 accommodation requires significant difficulty or expense. An  
10 Agency may not claim undue hardship for the accommodations  
11 listed above in 2(a), (b) and (d), or for limits on lifting over  
12 seventeen (17) pounds, and the Agency may not request written  
13 certification for those same accommodation requests.

14 4. The Agency will not require a pregnant employee to take leave if  
15 another reasonable accommodation can be provided.

16 5. An Agency, except for the limitations in (3) above, can require the  
17 employee to provide written certification from their treating health  
18 care professional regarding the need for a reasonable  
19 accommodation.

20 6. An Agency does not have to create a position for an employee  
21 asking for a pregnancy accommodation or transfer a less senior  
22 employee, or promote the pregnant employee as part of a reasonable  
23 accommodation.

24 C. Disability Accommodations:

25 1. The Employer and the Guild will comply with all relevant federal  
26 and state laws, regulations and executive orders providing  
27 reasonable accommodations to qualified individuals with  
28 disabilities.

- 1                   2.     An employee who believes that they suffer a disability and require  
2                   a reasonable accommodation to perform the essential functions of  
3                   their position may request such an accommodation by submitting a  
4                   request to the Agency.
- 5                   3.     Employees requesting accommodation must cooperate with the  
6                   Agency in discussing the need for and possible form of any  
7                   accommodation. The Agency may require supporting medical  
8                   documentation and may require the employee to obtain a second  
9                   medical opinion at agency expense. Medical information disclosed  
10                  to the Agency will be kept confidential.
- 11                  4.     The Agency will determine whether an employee is eligible for a  
12                  reasonable accommodation and the final form of any  
13                  accommodation to be provided. An employee may request a status  
14                  update after thirty (30) days of their request for a reasonable  
15                  accommodation. The Employer will provide a response to the  
16                  employee within five (5) working days of the employee's update  
17                  request.

18     **31.2 Disability Separation**

- 19           A.     An employee with permanent status may be separated from service when  
20           the Agency determines that the employee is unable to perform the essential  
21           functions of the employee's position due to a mental, sensory, or physical  
22           disability, which cannot be reasonably accommodated pursuant to  
23           Subsection 31.1 C above. Determinations of disability may be made by the  
24           Agency based on an employee's written request for disability separation or  
25           after obtaining a written statement from a physician or licensed mental  
26           health professional. The Agency must make a disability determination  
27           within a reasonable amount of time after the submittal of this paperwork.  
28           The Agency can require an employee to obtain an independent medical  
29           examination at the Agency's expense, including paid time, from a physician

1 or licensed mental health professional of the Agency's choice. Evidence  
2 may be requested from the physician or licensed mental health professional  
3 regarding the employee's limitations.

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

12 B. The Agency may separate an employee when the Agency has medical  
13 documentation of the employee's disability and has determined that the  
14 employee cannot be reasonably accommodated in any available position, or  
15 when the employee requests separation due to disability.

16 C. An employee separated due to disability, will be placed in the General  
17 Government Transition Pool Program if they submit a written request for  
18 reemployment and has met the reemployment requirements of [WAC 357-](#)  
19 [46-090](#) through 105. Employees participating in the transition pool program  
20 shall have no right of appeal within the program.

21 D. Disability separation is not a disciplinary action. An employee who has been  
22 separated due to disability may grieve their disability separation in  
23 accordance with Article 29, Grievance Procedure, unless separation was at  
24 the employee's request. Upon written request, an employee who grieves a  
25 disability separation will be provided a copy of the medical information the  
26 Agency used to make the disability separation determination.

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**ARTICLE 32**  
**SENIORITY**

**32.1 Definition**

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

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

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee’s seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

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

6   **32.2   Ties**

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

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

13   **32.3   Semi-Annual Seniority List Posting**

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

21   **32.4**   For purposes of layoff, the Employer will, at least thirty (30) days prior to the layoff  
22           or upon request by the Guild, provide the Guild headquarters with the seniority list  
23           adjusted for military service credit without dates specified. The Guild will provide  
24           the Employer with any known discrepancies in seniority as soon as known. The list  
25           will be arranged in descending order of seniority. The parties recognize that the list  
26           may change as new information is provided and therefore the parties agree that the  
27           list provided to the Guild is an unofficial document intended only to supply general  
28           information based on DD214(s) on file with the agency.



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**ARTICLE 33**

**MANAGEMENT RIGHTS**

- 33.1** It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the Agency and to command and direct the employees of the WDFW Enforcement Program in all aspects, except as specified in this Agreement. These rights include, but are not limited to, the following:
- A. Determine the Employer’s functions, programs, organizational structure and use of technology;
  - B. Determine the Employer’s budget and size of the Agency’s workforce and the financial basis for layoffs;
  - C. Direct and supervise employees;
  - D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
  - E. Determine the Employer’s mission and strategic plans;
  - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
  - G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
  - H. Establish or modify the workweek, daily work shift, hours of work and days off;
  - I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

- 1 J. Establish, allocate, reallocate or abolish positions, and determine the skills  
2 and abilities necessary to perform the duties of such positions;
- 3 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,  
4 and temporarily or permanently lay off employees;
- 5 L. Determine, prioritize and assign work to be performed;
- 6 M. Determine the need for and the method of scheduling, assigning,  
7 authorizing and approving overtime;
- 8 N. Determine training needs, methods of training and employees to be trained;
- 9 O. Determine the reasons for and methods by which employees will be laid-  
10 off; and
- 11 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary  
12 actions.

### **TENTATIVE AGREEMENT REACHED**

*An electronic signature to this Agreement shall be given effect as if it were an original signature.*

For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG

1 **ARTICLE 34**

2 **LABOR MANAGEMENT COMMUNICATION COMMITTEE**

3 **34.1 Purpose**

4 The purpose of the Labor Management Communication Committee(s) is to provide  
5 continuing communication between the parties and to promote constructive  
6 labor/management relations.

7 **34.2 Committees**

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

10 A. Composition

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

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

17 B. Participation

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

26 2. Labor Management Communication Committee Meetings will be  
27 held virtually. If the committee meeting occurs during the

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

6 C. Meetings

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

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

13 E. Scope of Authority

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

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





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

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

13 D. Travel time for union business is not counted towards duty hours. No  
14 overtime, compensatory time or call-out pay shall be authorized for  
15 representational purposes.

16 **35.3 Use of State Facilities, Resources and Equipment**

17 A. Meeting Space and Facilities

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

21 B. Supplies and Equipment

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

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

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

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

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

22   **35.4   Bulletin Boards**

23           The Employer will maintain bulletin board(s) or space on existing bulletin boards  
24           currently provided to the Guild for Guild communication. In bargaining units where  
25           no bulletin board or space on existing bulletin boards has been provided, the  
26           Employer will supply the Guild with a board or space. Material posted on the

1 bulletin board will be appropriate to the workplace, politically non-partisan, in  
2 compliance with state ethics laws, and identified as union literature. Guild  
3 communications may not be posted in any other location in the Agency.

4 **35.5 Guild Training**

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

10 **35.6 Contract Negotiations**

11 The Guild may designate no more than two (2) bargaining unit members who will  
12 serve as the negotiation committee and will be allowed to utilize up to one-hundred  
13 and forty (140) total hours of combined duty hours for negotiation sessions, agreed  
14 upon by the Guild and management, without loss of pay. After the one-hundred and  
15 forty (140) total hours of combined duty hours for negotiation sessions, have been  
16 utilized, management will approve use of vacation time, exchange time, leave  
17 without pay, or modify their 28-day working plan to exclude the additional hours  
18 if feasible. The Guild will notify the State of those members who will be designated  
19 as the bargaining team. Travel time to and from negotiations will not be  
20 compensated or considered worktime. No overtime, compensatory time or call-out  
21 pay shall be authorized for negotiations.

22 **35.7 Contracts**

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

25 **35.8 New Employee Orientation/Access**

26 A. Formal New Employee Orientation

27 When the Employer provides a formal new employee orientation program,  
28 the Guild will be given an opportunity to have a Guild representative speak

1 to their members for not less than thirty (30) minutes to provide information  
2 about the Guild and Agreement.

3 B. Other New Employee Orientations

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

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

15 D. No employee will be required to attend the meetings or presentations by the  
16 Guild.

17 **35.9 Information Requests**

18 The Employer agrees to provide the Guild, upon written request, access to available  
19 materials and information necessary for the Guild to fulfill its statutory  
20 responsibility to administer this Agreement. The Employer will acknowledge  
21 receipt of the information request and will provide the Guild with a date by which  
22 the information is anticipated to be provided. When the Guild submits a request for  
23 information that the Employer believes is unclear or unreasonable, or which  
24 requires the creation or compilation of a report, the Employer will contact the Guild  
25 representative and the parties will discuss the relevance, necessity and costs  
26 associated with the request and the amount the Guild will pay for the receipt of the  
27 information.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

| \_\_\_\_\_ /s/ 08/13/2024  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

| \_\_\_\_\_ /s/ 08/13/2024  
Jim Cline, Lawyer  
FWOG

1 **ARTICLE 36**

2 **UNION DUES DEDUCTION AND STATUS REPORTS**

3 **36.1 Union Dues**

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

7 **36.2 Notification**

8 A. When the Employer hires, transfers, or promotes an employee into a  
9 classification represented by the Guild, the Employer will notify the Guild  
10 of that hire, transfer or promotion.

11 B. The Employer will inform new, transferred, promoted, or demoted  
12 employees in writing prior to appointment into positions included in the  
13 bargaining unit(s) of the Guild's exclusive representation status. The  
14 Employer will furnish the employees appointed into bargaining unit  
15 positions membership materials supplied by the Guild. New employees will  
16 also be subject to the provisions of [Article 35.8](#). The Employer will inform  
17 employees in writing if they are subsequently appointed to a position that is  
18 not in a bargaining unit.

19 **36.3 Dues Cancellation**

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

24 **36.4 Indemnification**

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



1 **ARTICLE 37**

2 **CLASSIFICATION**

3 **37.1 Classification Plan Revisions**

4 A. The Employer will provide to the Guild, in writing, any proposed changes  
5 to the classification plan including descriptions for newly created  
6 classifications. Agency initiated requests will be provided to the Guild. The  
7 parties may then meet to discuss the assignment of new bargaining unit  
8 classes or the reassignment of existing bargaining unit classes to pay ranges.

9 B. The Employer will assign newly created positions to the appropriate  
10 classification within the classification plan.

11 **37.2 Position Review**

12 Employee Initiated Review:

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

16 A. The employee and/or the employee's immediate supervisor will complete  
17 and sign the appropriate form.

18 B. The supervisor will then send the completed form to the Human Resources  
19 Office. The Human Resources Office will review the completed form. A  
20 decision regarding appropriate classification will then be made by the  
21 Employer.

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

1           D.       The employee or the Employer may appeal the determination of the OFM  
2                   State Human Resources Director or designee to the Washington Personnel  
3                   Resources Board within thirty (30) calendar days of being provided the  
4                   written decision of the OFM State Human Resources Director or designee.  
5                   The appropriate board will render a decision which will be final and  
6                   binding.

7           E.       The effective date of a reallocation resulting from an employee request for  
8                   a position review is the date the request was filed with the Agency.

9   **37.3   Effect of Reallocation**

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

11                   1.       If the employee has performed the higher level duties for at least  
12                   twelve (12) months and meets the skills and abilities required of the  
13                   position, the employee will remain in the position and retain existing  
14                   appointment status.

15                   2.       If the reallocation is the result of a change in the duties of the  
16                   position and the employee has not performed the higher level duties  
17                   for at least twelve (12) months, the Employer must give the  
18                   employee the opportunity to compete for the position if they possess  
19                   the required skills and abilities. If the employee is not selected for  
20                   the position, or does not have the required skills and abilities, a  
21                   layoff is triggered. If the employee is appointed, they must serve a  
22                   trial service period.

23          B.       Reallocation to a Class with an Equal Salary Range Maximum

24                   1.       If the employee meets the skills and abilities requirements of the  
25                   position, the employee remains in the position and retains existing  
26                   appointment status.



- 1 **37.5** Decisions regarding appropriate classification will go through the appeal process
- 2 described in this Article and are not subject to the grievance and arbitration
- 3 procedure specified in [Article 29](#).

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
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Jim Cline, Lawyer  
FWOG

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## ARTICLE 38

### COMPENSATION

#### 38.1 General Service Pay Range Assignments

- A. Effective July 1, 202~~5~~<sup>3</sup>, each position will continue to be assigned to the salary grid as it was assigned on June 30, 202~~5~~<sup>3</sup>, per [Appendix A](#).
- B. Effective July 1, 202~~5~~<sup>3</sup>, the base salary range shall be increased by ~~seventeen~~ ~~four~~ percent (~~17~~<sup>14</sup>%), as shown in Compensation [Appendix A](#).
- C. Effective July 1, 202~~6~~<sup>4</sup>, the base salary range shall be increased by ~~two~~<sup>three</sup> percent (~~2~~<sup>3</sup>%), as shown in Compensation [Appendix A-1](#).
- D. Fish and Wildlife Officer Recruits upon successful completion of the in-training program shall become Fish and Wildlife Officers at a rate of pay eight percent (8%) above the Recruit wage. Thereafter, Fish and Wildlife Officers will receive four percent (4%) progression adjustment six (6) months from their successful completion of the in-training plan and eight percent (8%) annually thereafter, until they reach the maximum base salary.

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

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

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

- A. The Employer will assign newly hired employees to the appropriate rank and base salary.
- B. In the event the Employer creates new classifications during the term of this Agreement, the Guild may exercise its right to bargain assignment of new

1 bargaining unit classes or the reassignment of existing bargaining unit  
2 classes to base salary if a change in pay is proposed.

3 **38.4 Salary Adjustments**

4 The Employer may adjust an employee's base salary to address issues that are  
5 related to recruitment, retention, or other business-related reasons. Such an increase  
6 may not result in an increase greater than the maximum base salary, except when  
7 hiring lateral police officers into the Fish and Wildlife Recruit Classification, Fish  
8 and Wildlife Officer Classification base salary and ranges A-E can be used. In such  
9 instances, an approved lateral pay chart will be used to determine base pay at time  
10 of appointment.

11 **38.5 Demotion**

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

14 **38.6 Transfer**

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

19 **38.7 Reassignment**

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

23 **38.8 Reversion**

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

1    **38.9    Elevation**

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

7    **38.10   Part-Time Employment**

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

12   **38.11   Callback**

13          A.    Work Preceding or Following a Scheduled Work Shift

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

17               1.    Lack of such notice for such work will be considered callback and  
18               will result in a penalty of three (3) hours of pay at the base salary in  
19               addition to all other compensation due. This penalty will apply to  
20               each call.

21               2.    The Employer may cancel a callback notification to work extra  
22               hours at any time but cancellation will not waive the penalty cited  
23               in this Subsection.

24               3.    These provisions will not apply to the mid-shift interval in a split  
25               shift and an employee called back while in standby status.

26          B.    Work on Scheduled Days Off or Holidays

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

6 1. If the Employer does not give such notice, affected employees will  
7 receive a penalty payment of three (3) hours pay at the base salary  
8 in addition to all other compensation due them.

9 2. The Employer may cancel work assigned on a day off or holiday.  
10 However, if the Employer does not notify affected employees of  
11 such cancellation at least prior to their normal quitting times on their  
12 second workday preceding the day off or holiday work assignment,  
13 affected employees will receive a penalty payment of three (3) hours  
14 pay at the base salary.

15 These provisions will apply to employees on paid leave status.

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

## 20 **38.12 Relocation Compensation**

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

23 1. When it is reasonably necessary that a person make a domiciliary  
24 move in accepting a reassignment or appointment; or

25 2. It is necessary to successfully recruit or retain a qualified candidate  
26 or employee who will have to make a domiciliary move in order to  
27 accept the position.

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

8     **38.13 Salary Overpayment Recovery**

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

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

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

17           B.     Method of Payback

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

- 20                    1.     Voluntary wage deduction;
- 21                    2.     Cash; or
- 22                    3.     Check.

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

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

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

9 E. Appeal Rights

10 Any dispute concerning the occurrence or amount of the overpayment will  
11 be resolved through the grievance procedure in Article 29 of this  
12 Agreement.

### 13 **38.14 Assignment Pay Provisions**

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

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

20 B. Fish and Wildlife Officers are approved for assignment pay as identified in  
21 Compensation Appendix B. Recruits are not eligible for assignment pay.

22 C. All Assignment Pay Rates and Notes are attached as Compensation  
23 Appendix B to this Agreement.

### 24 **38.15 Medical/Dental Expense Account**

25 The Employer agrees to allow insurance eligible employees, covered by this  
26 Agreement, to participate in a medical and dental expense reimbursement program  
27 to cover co-payments, deductibles and other medical and dental expenses, if

1 employees have such costs, or expenses for services not covered by health or dental  
2 insurance on a pretax basis as permitted by federal tax laws or regulations.

3 **38.16 Dependent Care Salary Reduction Plan**

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

8 **38.17 Pretax Health Care Premiums**

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

12 **38.18 Voluntary Separation Incentive – Voluntary Retirement Incentives**

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

18 **38.19 Emergency/Disaster Operations Compensation**

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

22 A. Employees will be paid at one and one-half (1½) times the sum of their  
23 regular hourly rate for those hours worked in excess of forty (40) hours in a  
24 workweek as a result of full-time work in support of a significant  
25 emergency, declared disaster, or Emergency Management Assistance  
26 Compact (EMAC) or other Mutual Aid activations/deployments as  
27 determined by the agency head or designee. During federally declared  
28 disasters overtime compensation will be limited to cash payments.

1           B.     For those hours worked during the activation, one dollar (\$1.00) is added to  
2                     an employee’s regular rate in lieu of any other forms of additional  
3                     compensation including, but not limited to, callback, standby, shift  
4                     differential, split shift differential, assignment pay, and/or schedule change.

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

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

13   **38.20 Wildlife Service Dog (WSD) and Equestrian Maintenance**

14           The handler may log one (1) hour of WSD maintenance or Equestrian maintenance  
15                    for the care and maintenance of the assigned dog or horse(s) for each duty day  
16                    worked by the handler within the twenty-eight (28) day one hundred seventy-one  
17                    (171) hour cycle. Additionally, the Employer agrees to compensate WSD and  
18                    Equestrian handlers twenty-five dollars (\$25.00) per approved SDO identified in  
19                    the twenty-eight (28) day detachment plan(s), not to exceed eight (8) per twenty-  
20                    eight (28) day cycle.

21   **38.21 Geographic Premium Pay**

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

County	Percent of base rate
--------	----------------------

King	Five percent (5%)
Snohomish	Three percent (3%)
Pierce	Two percent (2%)

1 **38.22 Education Incentive**

2 A. The following monthly education incentive pay will be paid to each  
3 employee upon completing the listed degree and providing proof of  
4 completion to the Agency:

- 5 1. Associate Degree: two percent (2%)  
6 2. Bachelor Degree: four percent (4%)

7 B. The above percentages will be based upon the employee's base salary.

8 C. An employee will be entitled to one (1) education incentive pay only.

9 D. Degrees must be from an accredited institution of higher education.

10 **38.23 Longevity Premium Pay**

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

12 A. Three percent (3%) longevity pay based upon the top pay step of the Salary  
13 Schedule shall be added to the salaries identified in the applicable Appendix  
14 for all employees with five (5) through nine (9) years of commissioned  
15 service as an DFW enforcement officer.

16 B. An additional two percent (2%) longevity pay shall be added for all  
17 employees with ten (10) through fourteen (14) years of commissioned  
18 service as an DFW enforcement officer.

19 C. An additional two percent (2%) longevity pay shall be added for all  
20 employees with fifteen (15) through nineteen (19) years of commissioned  
21 service as an DFW enforcement officer.

1 D. An additional two percent (2%) longevity pay shall be added for all  
2 employees with twenty (20) through twenty-four (24) years of  
3 commissioned service as an DFW enforcement officer.

4 E. An additional one percent (1%) longevity pay shall be added for all  
5 employees with twenty-five (25) or more years of commissioned service as  
6 an DFW enforcement officer.

7 ~~**38.24 Lump Sum**~~

8 ~~Each bargaining unit employee shall receive a lump sum of two thousand dollars~~  
9 ~~(\$2,000.00). The lump sum payment will be reflected in the employee's July 25,~~  
10 ~~2023 paycheck subject to all required state and federal withholdings.~~

11 ~~**38.25 One Time Lump Sum Payment for Providing Proof of COVID-19 Booster**~~

12 ~~A. Employees who choose to be boosted, at a location of their choosing, and~~  
13 ~~voluntarily provide their employer with proof of up-to-date COVID-19~~  
14 ~~vaccination, which must include any boosters recommended by the U.S.~~  
15 ~~Centers for Disease Control (CDC) at the time proof is provided to the~~  
16 ~~employer, between January 1, 2023, and December 31, 2023, shall receive~~  
17 ~~a \$1000 one-time lump sum payment. Payments will begin July 1, 2023.~~

18 ~~B. The lump sum payment will be reflected in the employee's paycheck subject~~  
19 ~~to all required state and federal withholdings and be provided as soon as~~  
20 ~~practicable based upon their agency's Human Resources and/or payroll~~  
21 ~~processes.~~

22 ~~1. Bargaining unit employees will only receive one lump sum payment~~  
23 ~~regardless if they occupy more than one position within State~~  
24 ~~government. Eligibility for the lump sum payment will be:~~

25 ~~a. Based upon the position in which work was performed on~~  
26 ~~the date the up-to-date status is verified; or~~

1                                    ~~b. — If no work was performed on the date the up-to-date status~~  
2                                    ~~is verified, then based on the position from which the~~  
3                                    ~~employee receives the majority of compensation.~~

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

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

  /s/          08/14/2024  
Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

  /s/          08/14/2024  
Jim Cline, Lawyer  
FWOG



1 **ARTICLE 40**

2 **WORK-RELATED INJURY OR ILLNESS**

3 **40.1 Compensable Work-Related Injury or Illness Leave**

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

13 **40.2 Assault Benefits**

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

20 **40.3 General Provisions**

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

25 **40.4 Return to Work**

26 A. If an employee becomes temporarily disabled, they may be eligible to return  
27 to work in a modified duty assignment. The assignment may permit the

1 Employee to work within the program in a modified capacity at the current  
2 rate of salary.

3 B. Opportunity for modified duty assignments are limited and are subject to  
4 approval and conditioning by the Chief or designee. Possible assignments  
5 will be based upon program needs and the employee's limitation(s).  
6 Assignments may be denied when an employee is deemed not capable of  
7 fulfilling all of the requirements of the modified duty assignment, or if the  
8 Chief or designee determines that there is insufficient need for the  
9 assignment. The Chief or designee's decision is final and is not subject to  
10 Article 29, Grievance Procedure.

11 C. Modified duty assignments must be presented to the Chief by the Captain  
12 or designee within seven (7) days of written submission and will only be  
13 considered when the request is accompanied by a medical release to work  
14 and description of limitations as determined by a licensed physician. If an  
15 assignment is available, a written description of the assignment will be  
16 provided to the requesting employee and to their chain of command and will  
17 require a physician's approval that the employee is able to perform the  
18 modified duties.

19 D. Modified duty assignments do not affect the essential job functions defined  
20 by the agency for the classifications covered by this Agreement. Employees  
21 in modified duty assignments may not exercise the authority of their  
22 commission, wear agency uniforms, or drive marked patrol vehicles unless  
23 authorized by the Chief or designee.

24 E. Non Work-Related Injury or Illness:  
25 Nothing in this article precludes an employee who becomes temporarily  
26 disabled due to a non-work-related illness or injury from requesting to  
27 return to work in a modified duty assignment. The cost of the medical  
28 evaluations and recommendations will be the employee's responsibility.  
29 The opportunity for modified duty assignments are limited and are subject



1 **ARTICLE 41**

2 **PRESUMPTION OF RESIGNATION**

3 **41.1 Unauthorized Absence**

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

9 **41.2 Notice of Separation**

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

13 **41.3 Petition for Reinstatement**

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

23 **41.4 Grievability**

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

26

27

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Jim Cline, Lawyer  
FWOG

1 **ARTICLE 43**

2 **ENTIRE AGREEMENT**

3 **43.1** This Agreement constitutes the entire agreement and any past practice or past  
4 agreement between the parties prior to July 1, 2005, is null and void, unless  
5 specifically preserved in this Agreement.

6 **43.2** With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole  
7 or in part, by its provisions.

8 **43.3** This Agreement supersedes specific provisions of agency policies with which it  
9 conflicts.

10 **43.4** During the negotiations of this Agreement, each party had the opportunity to make  
11 demands and proposals with respect to any subject or matter appropriate for  
12 collective bargaining. Therefore, each party voluntarily and unqualifiedly waives  
13 the right and will not be obligated to bargain collectively, during the term of this  
14 Agreement, with respect to any subject matter specifically referred to or covered in  
15 this Agreement.

16 **43.5** The Employer will satisfy its collective bargaining obligation before changing a  
17 matter that is a mandatory subject. The Employer will notify the Guild of these  
18 changes and the Guild may request discussions about and/or negotiations within the  
19 notice period. In the event the Guild does not request discussions and/or  
20 negotiations within the notice period, the Employer may implement the changes  
21 without further discussions and/or negotiations. There may be emergency  
22 conditions that are outside the Employer's control requiring immediate  
23 implementation, in which case the Employer will notify the Guild as soon as  
24 possible.

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

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For the Employer

For the Union

/s/ 08/15/2024

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**TENTATIVE AGREEMENT ONLY.**  
This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

**ARTICLE 46**

**DURATION**

3 **46.1** All provisions of this Agreement will become effective July 1, 202~~5~~<sup>3</sup>, and will  
4 remain in full force and effect through June 30, 202~~7~~<sup>5</sup>.

5 **46.2** Either party may request negotiations of a successor Agreement by notifying the  
6 other party in writing no sooner than January 1, 202~~6~~<sup>4</sup>, and no later than January  
7 31, 202~~5~~<sup>3</sup>. In the event that such notice is given, negotiations will begin at a time  
8 agreed upon by the parties.

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For the Employer

For the Union

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Jim Cline, Lawyer  
FWOG

1

## COMPENSATION APPENDIX B

2

### ASSIGNMENT PAY (AP)

3 Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary  
4 conditions. The "premium" is stated in percentage of base salary or a specific dollar  
5 amount. The "reference number" indicates the specific conditions for which AP is to be  
6 paid.

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

GROUP A			
Class Title	Class Code	Premium	Reference #
Fish and Wildlife Officer	388B	See References	

9

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

14 REFERENCE #37C: This Reference does not apply to employees who are currently  
15 assigned as a Master Instructor. Certified instructors of defensive tactics, tactical advanced  
16 first aid (excluding basic first aid/AED training), [patrol tactics](#), firearms, boating safety,  
17 MOCC, and EVOC, will be compensated an additional [fifteen](#) ~~ten~~ dollars (\$[15](#)~~0~~.00) per  
18 hour, over and above regular salary and benefits, for every hour engaged in giving  
19 instruction to or in receiving re-certification training. Time spent for certified instructors  
20 receiving additional instruction in classes pre-approved by the Chief in disciplines  
21 identified in this reference shall receive [fifteen](#) ~~ten~~ dollars (\$[15](#)~~0~~.00) per hour and above  
22 regular salary benefits. (Eff. 7/05; Rev. 7/07; 7/17; 7/22)

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

5 a. There is just cause to remove the assignment;

6 b. The employee leaves employment with the Department of Fish and Wildlife  
7 Enforcement;

8 c. The employee is promoted to a higher rank; or

9 d. The employee requests and is granted by the Chief removal of the assignment.

10 e. If there is a WFDW Enforcement Program change that impacts Detective  
11 assignments, the Employer will provide notice and an opportunity to bargain.

12 f. In the event an officer receiving Detective Assignment Pay returns to  
13 uniformed Fish and Wildlife Officer assignment and is no longer receiving  
14 Detective Assignment Pay, the officer will be allowed to return to their  
15 previous position and maintain their previous residence. This provision will  
16 not adversely affect any other officer and those officers will be allowed to  
17 retain their location.

18

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

21 REFERENCE #69: Employees who are assigned by the Chief as a Master Instructor of  
22 EVOC, First Aid and Boating will receive their base salary plus two and half percent  
23 (2.5%).

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

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2025-2027 budget.

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

6 GROUP B

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

10 REFERENCE #18: Employees in any position whose current, assigned job responsibilities  
11 include proficient use of written and oral English and proficiency in speaking and/or  
12 writing one (1) or more foreign languages, American Sign Language, or Unified English  
13 Braille, provided that proficiency or formal training in such additional language is not  
14 required in the specifications for the job class. Basic salary plus five percent (5%). (Rev.  
15 5/92; 7/17)

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For the Employer

For the Union

/s/ 08/15/2024

/s/ 08/15/2024

Inti Tapia, Labor Negotiator  
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