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PREAMBLE

2 This Agreement is entered into by the State of Washington, referred to as the “Employer,”
3 and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO,
4 referred to as the “Union.” It is the intent of the parties to establish employment relations
5 based on mutual respect, provide fair treatment to all employees, promote efficient and
6 cost-effective service delivery to the customers and citizens of the State of Washington,
7 improve the performance results of state government, recognize the value of employees
8 and the work they perform, specify wages, hours, and other terms and conditions of
9 employment, and provide methods for prompt resolution of differences. To that end, both
10 parties are committed to the support and encouragement of diversity, equity and inclusion
11 in a pro-equity anti-racism workplace environment. The Preamble is not subject to the
12 grievance procedure in [Article 29](#), Grievance Procedure.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 1
UNION RECOGNITION

- 1.1** This Agreement covers the employees in the bargaining units described in Appendix A, titled “Bargaining Units Represented by the Washington Federation of State Employees,” but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.
- 1.2** The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and Section 1.3, below.
- 1.3** If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative for a bargaining unit in general government during the term of this Agreement, the terms of this Agreement will apply.

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/ 7/26/2024

/s/ 7/26/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 2
NON-DISCRIMINATION

3 **2.1** Under this Agreement, neither party will discriminate against employees on the
4 basis of religion, age, sex, status as a ~~breastfeeding mother~~ breast/chestfeeding
5 parent, marital status, race, color, creed, national origin, political affiliation,
6 military status, status as an honorably discharged veteran, disabled veteran or
7 Vietnam era veteran, sexual orientation, gender expression, gender identity, any
8 real or perceived sensory, mental or physical disability, genetic information, status
9 as a victim of domestic violence, sexual assault or stalking, citizenship,
10 immigration status or because of the participation or lack of participation in union
11 activities. Bona fide occupational qualifications based on the above traits do not
12 violate this Section.

13 **2.2** Both parties agree that unlawful harassment will not be tolerated.

14 **2.3** Employees who feel they have been the subjects of discrimination are encouraged
15 to discuss such issues with their supervisor or other management staff, or file a
16 complaint in accordance with agency policy. In cases where an employee files both
17 a grievance and an internal complaint regarding the alleged discrimination, the
18 grievance process will be immediately suspended until the internal complaint
19 process has been completed. Following completion of the internal complaint
20 process, the Union may request the grievance process be continued. Such request
21 must be made within twenty-eight (28) calendar days of the employee and the
22 Union being notified in writing of the findings of the internal complaint.

23 **2.4** Both parties agree that nothing in this Agreement will prevent the implementation
24 of an approved affirmative action plan.

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1 2.5 Diversity, Equity, and Inclusion

2 The Employer, the Union and its members value, support and encourage diversity,
3 equity and inclusion.

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1 **ARTICLE 3**
2 **BID SYSTEM**

3 *The provisions of this Article do not apply to the Department of Corrections, see
4 addendum.

5 **3.1 Applicability**

6 A. This Article applies only to staff employed at a correctional facility in the
7 Department of Corrections (DOC), or the Department of Veterans Affairs
8 (DVA), and who work in positions that may require relief or coverage. This
9 Article also applies to employees at an institution in the Department of
10 Social and Health Services (DSHS), the Department of Children, Youth,
11 and Families (DCYF), the School for the Blind (WSSB), Center for Deaf
12 and Hard of Hearing Youth (CDHY), Washington State Lottery (LOT),
13 ([Section 3.11](#) only), Department of Agriculture (WSDA), ([Section 3.12](#)
14 only) and the Washington State Patrol (WSP) (Section 3.13 only). For
15 purposes of this Article, the Special Commitment Center (SCC) and the
16 Secure Community Transition Facilities (SCTF) within the Department of
17 Social and Health Services (DSHS) will be considered one (1) institution.

18 B. This Article does not apply to the filling of non-permanent, on-call, project
19 or, except at the WSSB and the CDHY, career seasonal positions.

20 C. State Operated Living Alternatives (SOLA) with the Department of Social
21 and Health Services. The parties recognize and agree that the foremost
22 responsibility of the SOLA program is to support individuals based on their
23 preference and need. With this principle in mind, the parties agree that
24 Article 3, Bid System will apply to the SOLA program with the following
25 limitations:

- 26 • Employees may bid between SOLA homes located in the same
27 county where their position is permanently assigned.

- 1 • The Appointing Authority or Designee may reassign an employee
2 within the first sixty (60) calendar days after the bid process
3 placement into a position if a client expresses concerns working with
4 that staff member. The concerns and any attempts to resolve the
5 concerns will be documented and presented to the Director of State
6 Operated Community Residential (SOCR). No reassignment will
7 occur without the approval of the Director of SOCR. This type of
8 reassignment will not be documented as or characterized as a
9 disciplinary action. If an employee is reassigned, as described in this
10 Subsection, the employee will not be prohibited from bidding to
11 other locations.
- 12 • Reassignment from a bid position under Article 3.10, occurring
13 within the first sixty (60) calendar days as described above, is not
14 subject to the grievance procedure in [Article 29](#) when the
15 reassignment is based on client need or choice.

16 **3.2 Definitions**

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

18 A. Bid Positions

19 Positions filled as a result of a bid.

20 B. Bid System

21 A process allowing employees with permanent status to submit bids to other
22 positions within their employing institution and in the same job
23 classification in which they currently hold permanent status, or to a lower
24 classification in which they have previously held status. A permanent part-
25 time employee will be eligible to bid for full-time positions after completion
26 of one thousand and forty (1,040) hours of employment within the job
27 classification. A permanent full-time employee will be eligible to bid on
28 part-time positions in the same job classification in which they currently

1 hold permanent status or to a lower classification in which they have
2 previously held status.

3 C. Position

4 A particular combination of shifts and days off, except for the DSHS, DVA
5 and the DOC. In DSHS, DVA and DOC, a position is defined as a particular
6 combination of shift, days off and location. Within institutions at DSHS and
7 DCYF, a “float” designation shall be considered a location for bid purposes
8 when the institution has a float pool with permanent positions.

9 **3.3 Components of a Bid**

10 With the exception of DOC, bids will indicate the employee’s choice of shift, days
11 off (and, for DSHS and DVA, location) and job classification. DOC employees will
12 bid by position number. Employees will be responsible for the accuracy of their
13 bids. Each bid will remain active for a period of six (6) months from the date
14 submitted by the employee.

15 **3.4 Submittal and Withdrawal of Bids**

16 Any bids submitted after the date a vacancy is considered to have occurred will not
17 be considered for that vacancy. Employees may withdraw their bids, in writing, at
18 any time prior to the referral.

19 **3.5 New Positions or Reallocated Positions**

20 When a new position is established or a vacant position is reallocated, the Employer
21 will post the position for seven (7) calendar days if the combination of shift and
22 days off (and, for DSHS, DVA and DOC, location) does not currently exist. The
23 agencies will use electronic and/or hard copy methods for notification, which shall
24 include email notifications to eligible employees.

25 **3.6 Vacancy**

26 For purposes of this Article, a vacancy occurs when:

1 A. An employee notifies management, in writing, that they intend to vacate
2 their position; or

3 B. Management notifies an employee, in writing, that the employee will be
4 removed from their position.

5 **3.7 Awarding a Bid**

6 When a permanent vacancy occurs, the Employer will determine if any employee
7 has submitted a bid for the shift and days off. Seniority will prevail provided the
8 employee has the skills and abilities necessary to perform the duties of the position.
9 An employee's bid request may be turned down if the employee has documented
10 attendance or performance problems. The employee will begin working in the new
11 position within forty-five (45) calendar days of being awarded the bid unless
12 circumstances warrant otherwise.

13 **3.8 Commitment Following an Award or Refusal of a Bid**

14 A. For all agencies except DSHS and DCYF, when an employee has been
15 awarded a bid, or refuses an awarded bid, the employee will be prohibited
16 from requesting other bids for a minimum of six (6) months. The six (6)
17 month period will begin on the first day the employee is assigned the new
18 shift and/or days off. All other active bids the employee has on file will be
19 removed from the bid system.

20 B. For DSHS and DCYF, when an employee has been awarded a bid, the
21 employee will be prohibited from requesting other bids for a minimum of
22 twelve (12) months. If an employee refuses an awarded bid, the employee
23 will be prohibited from requesting other bids for a minimum of six (6)
24 months. The time period will begin on the first day the employee is assigned
25 the new shift, days off and/or location. All other active bids the employee
26 has on file will be removed from the bid system.

27 **3.9** Whenever there is need for a major change in residential settings such as
28 elimination of positions or major changes to shifts or assignments, the Union and

1 the Employer may agree to suspend the procedure described in [Sections 3.3](#) through
2 [3.6](#) and [3.8](#) above and allow all employees to bid on positions, which will be filled
3 in accordance with the procedures in [Section 3.7](#) of this Article.

4 **3.10 Reassignment from a Bid Position**

5 Nothing in this Article will preclude management from reassigning an employee
6 from their bid position to another position on a different shift or to a position with
7 different days off, provided the employee is notified, in writing, of the reason(s) for
8 the reassignment. A copy of the notice will be sent to the Union.

9 **3.11 Washington State Lottery**

10 A. Prior to a vacant District Sales Representative (DSR) position being open
11 for recruitment, the Regional Sales Manager will have the opportunity to
12 realign or reassign territories. Input from the DSRs within the region will
13 be considered, and the Lottery will look for ways to incorporate changes
14 with the least amount of negative impact to the DSRs. The Regional Sales
15 Manager will determine the position to be open for recruitment, after
16 considering input from the DSRs within the region.

17 B. All DSRs statewide will be notified of vacancies within the bargaining unit.
18 DSRs indicating an interest in a transfer to the vacant position will be
19 considered utilizing the following criteria:

- 20 1. Demonstrated service to retailers.
- 21 2. Efficiency and effectiveness of performance.
- 22 3. Seniority based on employee preference.

23 C. If the employee is not selected after consideration of the first two (2) criteria
24 listed above, the Regional Sales Manager will discuss with the employee
25 the reason(s) for the decision.

1 **3.12 Department of Agriculture – Grain Inspection Program**

2 Bidding and assignment of permanent work shifts for bargaining unit employees
3 will be performed annually, unless a shorter period of time is mutually agreed to
4 between the parties, or at the addition or deletion of a work shift. Seniority criteria
5 for awarding a bid will be based on uninterrupted service date, not including
6 military time, and with due regard for needs of industry, the Employer and
7 employees.

8 This Sub-article does not apply to employees in an inspector in-training series.

9 **3.13 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors**

10 Bidding and assignment of permanent work shifts for Fingerprint Technicians,
11 Leads and Supervisors will be performed semi-annually in January and July. New
12 shifts begin on the Sunday closest to January 1 or July 1 regardless of the month in
13 which the Sunday occurs. Openings will be provided for a period of twenty-eight
14 (28) calendar days prior to the beginning of a new schedule and eligible employees
15 may bid on openings during this period. Fingerprint Technician 1s will be subject
16 to training requirements and may be assigned to a shift to meet training needs
17 during probationary periods.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 4 HIRING AND APPOINTMENTS

[The provisions of this Article do not apply to the Department of Corrections, see addendum.](#)

4.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

- A. An agency’s internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 34](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.
- F. When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

- 1 1. The most senior candidate on the agency's internal layoff list with
2 the required skills and abilities who has indicated an appropriate
3 geographic availability will be appointed to the position.

- 4 2. If there are no names on the internal layoff list, the agency will
5 certify up to twenty (20) candidates for further consideration. Up to
6 seventy-five percent (75%) of those candidates will be statewide
7 layoff, agency promotional, internal transfers, and agency voluntary
8 demotions. All candidates certified must have the position-specific
9 skills and abilities to perform the duties of the position to be filled.
10 If there is a tie for the last position on the certification for either
11 promotional or other candidates, the agency may consider up to ten
12 (10) additional tied candidates. The agency may supplement the
13 certification with additional tied candidates and replace other
14 candidates who waive consideration with like candidates from the
15 original pool.

- 16 3. Employees in the General Government Transition Pool Program
17 who have the skills and abilities to perform the duties of the vacant
18 position may be considered along with all other candidates who have
19 the skills and abilities to perform the duties of the position.

- 20 4. If the certified candidate pool does not contain at least three (3)
21 affirmative action candidates, the agency may add up to three (3)
22 affirmative action candidates to the names certified for the position.

- 23 5. When recruiting for multiple positions, the agency may add an
24 additional five (5) agency candidates and five (5) other candidates
25 to the certified list for each additional position.

26 **4.2 Recruitment and Application Process**

27 Agencies will determine the recruitment process used to fill positions. When
28 recruiting for a bargaining unit position, the recruitment announcement will be

1 posted for a minimum of seven (7) calendar days [and will specify whether the](#)
2 [position may be eligible for telework in accordance with agency policy](#). One (1)
3 recruitment announcement may be used to fill multiple open positions. A
4 recruitment announcement may also be used to fill positions in addition to those
5 listed in the recruitment announcement if the recruitment announcement includes a
6 statement indicating that intent at the initial time of posting. Once all the position(s)
7 from the recruitment announcement are filled, the recruitment announcement may
8 only be used to fill additional open positions for the next sixty (60) days. An agency
9 may accept applications/recruit through the Department of Enterprise Services'
10 online recruiting system, agency electronic process, and/or paper applications as
11 indicated on the recruitment announcement. In addition, agencies may use their
12 intranet to post positions. Agencies that use the Department of Enterprise Services'
13 online recruiting system will accept and process agency-defined paper forms. Upon
14 request, agencies will assist employees through the application process.

15 **4.3 Movement – Permanent Employees**

16 A. Within an Agency

- 17 1. Prior to certifying candidates for vacancies in accordance with
18 [Section 4.1](#), an Appointing Authority [will review all requests and](#)
19 [may grant an administrative transfer, voluntary demotion or](#)
20 [elevation within an agency as long as the permanent employee has](#)
21 [the skills and abilities required to perform the duties of the position.](#)
- 22 2. Employees desiring a transfer, voluntary demotion or elevation may
23 initiate a request in writing to their agency human resources office,
24 or for DSHS, to the appropriate Appointing Authority.
- 25 3. Appointing authorities will consider these individuals for an
26 opening. Movement requests will be purged twice yearly on June 30
27 and December 31.
- 28 4. Candidates interviewed will be notified of the hiring decision.

1 5. This Subsection does not apply to those positions that have a
2 required bid system established in accordance with [Article 3](#), Bid
3 System, unless the position remains vacant after the completion of
4 the bid process.

5 6. In addition, employees who are interested in a transfer, voluntary
6 demotion or elevation within an agency may also apply in
7 accordance with the processes outlined in [Section 4.2](#), above.

8 B. Outside the Agency

9 1. Prior to certifying candidates for vacancies in accordance with
10 [Section 4.1](#), an Appointing Authority may grant an administrative
11 transfer, voluntary demotion or elevation to a candidate from
12 another agency as long as the permanent employee has the skills and
13 abilities to perform the duties of a position.

14 2. Employees transferring, demoting or elevating from outside the
15 agency will be required to serve a six (6) month review period.
16 Agencies may extend the review period for an individual employee
17 as long as the extension does not cause the total period to exceed
18 twelve (12) months.

19 3. The Employer may separate an employee or an employee may
20 voluntarily separate during the review period. Upon separation, and
21 at the employee's request, the employee's name will be placed on
22 the agency's layoff list. The employee will remain on the list until
23 such time as their eligibility expires or they have been rehired.

24 4. An employee who is separated during their review period may
25 request a review of the separation by the Director or Secretary of the
26 agency or designee within twenty-one (21) calendar days from the
27 effective date of the separation. Separation during the review period

1 will not be subject to the grievance procedure in [Article 29](#),
2 Grievance Procedure.

3 **4.4 Permanent Status**

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

6 **4.5 Types of Appointment**

7 A. Non-Permanent

8 1. The Employer may make non-permanent appointments to fill in for
9 the absence of a permanent employee, during a workload peak,
10 while recruitment is being conducted, or to reduce the possible
11 effects of a layoff. Non-permanent appointments will not exceed
12 twelve (12) months except when filling in for the absence of a
13 permanent employee or to reduce the effects of a hiring freeze. A
14 non-permanent appointee must have the skills and abilities required
15 for the position.

16 2. A permanent employee who accepts a non-permanent appointment
17 within their agency will have the right to return to their prior
18 permanent position in the agency or to a position in the permanent
19 classification they left at the completion of the non-permanent
20 appointment; provided 1) the employee has not left the original non-
21 permanent appointment, or 2) multiple non-permanent
22 appointments have not exceeded a total of twelve (12) months,
23 unless the original Appointing Authority agrees otherwise.
24 Employees who are accepting a non-permanent appointment will be
25 notified of their return rights within their appointment letter.

26 An employee with permanent status may accept a non-permanent
27 appointment to another agency. At least fourteen (14) calendar days prior
28 to accepting the appointment, the employee must notify their current
29 Appointing Authority of the intent to accept a non-permanent appointment.

1 Upon notification of the employee’s intent, the employee’s permanent
2 agency will notify the employee, in writing, of any return rights to the
3 agency and the duration of those return rights. At a minimum, the agency
4 must provide the employee access to the agency’s internal layoff list.

5 3. The Employer may convert a non-permanent appointment into a
6 permanent appointment if the Employer used a competitive process
7 to fill the non-permanent appointment or if the non-permanent
8 appointment was filled using a veteran placement program. In such
9 circumstances the employee will serve a probationary or trial service
10 period. The Employer must follow [Article 3](#), Bid System or appoint
11 an internal layoff candidate, if one exists, before converting an
12 employee from a non-permanent appointment to a permanent
13 appointment.

14 4. Time spent in the non-permanent appointment will count towards
15 the probationary or trial service period if the employee and the
16 employee’s position is converted from a non-permanent
17 appointment to a permanent appointment in accordance with
18 Subsection 3 above.

19 5. Time spent in the non-permanent appointment may count towards
20 the probationary or trial service period for the permanent position
21 within the same job classification. When non-permanent time is not
22 counted towards the probationary or trial service period, the
23 reason(s) will be provided to the employee in writing.

24 6. The Employer may end a non-permanent appointment at any time
25 by giving one (1) working day’s notice to the employee. If an
26 employee is terminated for misconduct and the misconduct for
27 which the employee is terminated is documented in the personnel
28 file, just cause will apply.

1 7. Employment Security Department

2 In addition to Section 4.5 A.1 above, non-permanent appointments may be
3 made during periods of economic downturn. Such appointments
4 may exceed twelve (12) months. For the purposes of this
5 Subsection:

6 a. An economic downturn begins when the average seasonally
7 adjusted total unemployment (SATUR) equals or exceeds six and
8 half percent (6.5%) for the past three months and the SATUR is at
9 least one hundred and ten percent (110%) of the average in either or
10 both of the corresponding three (3) month periods in the two (2)
11 prior calendar years.

12 b. The economic downturn ends when the SATUR falls below six and
13 a half percent (6.5%) for the past three months; and the SATUR is
14 less than one hundred and ten percent (110%) of the average in either
15 or both of the corresponding three (3) month periods in the two (2)
16 prior calendar years.

17 c. Non-permanent appointments in place when the economic downturn
18 begins, and non-permanent appointments made during the economic
19 downturn, may be extended up to twelve (12) months after the
20 economic downturn ends.

21 d. When an economic downturn has begun as defined above and ESD
22 determines this Subsection will need to be implemented, ESD will
23 provide written notice to the Union.

24 **B. On-Call Employment**

25 The Employer may fill a position with an on-call appointment
26 where the work is intermittent in nature, is sporadic and it does not
27 fit a particular pattern. The Employer may end on-call employment

1 at any time by giving notice to the employee. If an employee is
2 terminated for misconduct and the misconduct for which the
3 employee is terminated is documented in the personnel file, just
4 cause will apply.

5 C. In-Training Employment

6 1. The Employer may designate specific positions, groups of positions,
7 or all positions in a job classification or series as in-training. The
8 Employer will determine and document the training program,
9 including a description and length of the program. The in-training
10 plan must include:

- 11 a. The title of the goal class of the in-training plan.
- 12 b. The duties and responsibilities of the goal class.
- 13 c. The job classes that will be used to reach the goal class.
- 14 d. The skills and abilities that must be acquired by the
15 employee while in-training to the goal class.

16 The training plan may include any of the following components:

- 17 e. On-the job training;
- 18 f. Classroom or field instruction;
- 19 g. Courses conducted by an educational institution, vocational
20 school, or professional training organization; or
- 21 h. Written, oral and/or practical examinations(s).

22 Unless other staffing methods have been exhausted, positions with
23 primary responsibility for supervision will not be designated as in-
24 training positions.

- 1 2. A candidate who is initially hired into an in-training position must
2 successfully complete the job requirements of the appointment. The
3 Employer may separate from state service any employee who has
4 completed the probationary period for an in-training appointment
5 but does not successfully complete the subsequent trial service
6 period(s) required by the in-training program. Employees who are
7 not successful may be separated at any time with one (1) working
8 day's notice from the Employer. Within seven (7) days of the
9 effective date of the separation, the employee may request a review
10 of the separation by the Director or Secretary of the agency or
11 designee.
- 12 3. An employee with permanent status who accepts an in-training
13 appointment will serve a trial service period(s), depending on the
14 requirements of the in-training program. The trial service period and
15 in-training program will run concurrently. The Employer may revert
16 an employee who does not successfully complete the trial service
17 period(s) at any time with one (1) working day's notice. The
18 employee's reversion right will be to the job classification that the
19 employee held permanent status in prior to their in-training
20 appointment, in accordance with [Subsections 4.6 \(B\)\(4\)](#) and [4.6](#)
21 (B)(5) of this Article.
- 22 4. A trial service period may be required for each level of the in-
23 training appointment, or the entire in-training appointment may be
24 designated as the trial service period. The trial service period and in-
25 training program will run concurrently. The Employer will
26 determine the length of the trial service period(s) to be served by an
27 employee in an in-training appointment, however the cumulative
28 total of the trial service periods for the entire in-training appointment
29 will not exceed thirty-six (36) months . The appointment letter will

1 inform the employee of how the trial service period(s) will be
2 applied during the in-training appointment

3 a. Within the Division of Vocational Rehabilitation at DSHS,
4 the maximum trial service for Vocational Rehabilitation
5 Counselors may be extended up to forty-eight (48) months
6 with mutual agreement, and solely for the purpose of
7 completing the educational requirements of the position. In
8 the event trial service is extended for this purpose, the trial
9 service will be complete upon completion of the educational
10 requirements or at forty-eight (48) months, whichever is
11 earlier.

12 5. If a trial service period is required for each level of the in-training
13 appointment, the employee will attain permanent status in each
14 classification upon successful completion of the concurrent training
15 program and trial service period at each level.

16 6. If the entire in-training program—meaning all levels within the in-
17 training appointment is designated as a trial service period, the
18 employee will attain permanent status in the goal classification upon
19 successful completion of the training requirements and concurrent
20 trial service period for the entire in-training program. Every ninety
21 (90) days of the trial service period, the Employer will provide a
22 status report to the employee. The status report will provide the
23 employee with an update of progress towards completion of the
24 training requirements, and if necessary, offer remedial opportunities
25 to assist in the successful completion of the trial service period.

26 D. Project Employment

27 1. The Employer may appoint employees into project positions for
28 which employment is contingent upon state, federal, local, grant, or
29 other special funding of specific and of time-limited duration. The

1 Employer will notify the employees, in writing, of the expected
2 ending date of the project employment.

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

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

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

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

13 3. The Employer may consider project employees with permanent
14 project status who were appointed without a competitive process for
15 transfer, voluntary demotion, or promotion to other project positions
16 only. Project employees with permanent project status hired through
17 a competitive process will be eligible under [Article 4.3](#) Movement
18 – Permanent Employees, for transfer, voluntary demotion or
19 promotion for project and non-project positions. Employees will
20 serve a trial service period upon transfer, voluntary demotion, or
21 promotion to a non-project position in a job classification that the
22 employees have not previously attained permanent status in.

23 4. For employees hired into a project position prior to July 1, 2013, the
24 Employer may convert a project appointment into a permanent
25 appointment and the employee will serve a probationary or trial
26 service period. For employees hired into a project position on or
27 after July 1, 2013, the Employer may convert a project appointment

1 into a permanent appointment if the Employer used a competitive
2 process to fill the project appointment. In such circumstances, the
3 employee will serve a probationary or trial service period.

4 5. The layoff and recall rights of project employees will be in
5 accordance with the provisions in [Article 34](#), Layoff and Recall.

6 E. Seasonal Career/Cyclic Employment

7 1. The Employer may make seasonal career appointments that are
8 cyclical in nature, recur at the same agency at approximately the
9 same time each year, and are anticipated to last for a minimum of
10 five (5) months but are less than twelve (12) months in duration
11 during any consecutive twelve (12) month period.

12 2. Upon completion of a six (6) or twelve (12) month probationary
13 period (in accordance with [Subsection 4.6 A](#) below) completed in
14 consecutive seasons at the same agency, employees in seasonal
15 career employment will assume the rights of employees with
16 permanent status.

17 3. The layoff and recall rights of seasonal career employees will be in
18 accordance with the provisions in [Article 34](#), Layoff and Recall.

19 F. The designation of a position as non-permanent, on-call, in-training or
20 project, or the termination of a non-permanent, on-call, in-training or
21 project appointment is not subject to the grievance procedure in [Article 29](#),
22 Grievance Procedure.

23 **4.6 Review Periods**

24 A. Probationary Period

25 1. Every part-time and full-time employee, following their initial
26 appointment to a permanent position, will serve a probationary
27 period of six (6) consecutive months, except for employees in any

1 job classification listed in Appendix R, Job Classifications – Twelve
2 Month Probationary Period, will serve a twelve (12) month
3 probationary period. Supervisors or their designees will meet with
4 probationary employees throughout their probationary period to
5 provide performance feedback and discuss additional training or
6 resources. Agencies may extend the probationary period for an
7 individual employee as long as the extension does not cause the total
8 period to exceed twelve (12) months. Employees will be provided
9 with a written explanation for the extension. If the extension is based
10 on performance issues, the employee will receive a performance
11 improvement plan.

12 2. The Employer may separate a probationary employee at any time
13 during the probationary period. The Employer will provide the
14 employee five (5) working days' written notice prior to the effective
15 date of the separation. However, if the Employer fails to provide five
16 (5) working days' notice, the separation will stand and the employee
17 will be entitled to payment of salary up to five (5) working days,
18 which the employee would have worked had notice been given.
19 Under no circumstances will notice deficiencies or performance
20 improvement plan issues result in an employee gaining permanent
21 status. The separation of a probationary employee will not be subject
22 to the grievance procedure in [Article 29](#), Grievance Procedure.

23 3. The Employer will extend an employee's probationary period, on a
24 day-for-a-day basis, for any day(s) that the employee is on leave
25 without pay or shared leave, except for leave taken for military
26 service or temporary reduction of work hours, consistent with
27 [Article 34.6 E](#).

28 4. An employee who is appointed to a different position prior to
29 completing their initial probationary period may be required to serve

1 a new probationary period. The length of a new probationary period
2 will be in accordance with [Subsection 4.6](#) A, unless adjusted by the
3 Appointing Authority for time already served in probationary status.
4 In no case, however, will the total probationary period be less than
5 six (6) consecutive months.

6 5. With approval of the Employer, an employee who accepts a non-
7 permanent appointment to a higher level position in the same job
8 series while serving an initial probationary period, may resume their
9 probationary period and receive credit for time already served in
10 probationary status if they return to the same position they vacated.

11 6. If the Employer converts the status of a non-permanent appointment
12 to a permanent appointment within the same job classification, the
13 incumbent employee will serve a probationary period. However, the
14 Employer may credit time worked in the non-permanent
15 appointment toward completion of the probationary period within
16 the same job classification as defined in [Subsection 4.6](#) A. When
17 non-permanent time is not counted towards the probationary period,
18 the reason(s) will be provided to the employee in writing. If the
19 employee and the employee's position is converted from a non-
20 permanent appointment to a permanent appointment. time spent in
21 the non-permanent appointment will count towards the probationary
22 or trial service period.

23 B. Trial Service Period

24 1. Employees with permanent status who are promoted, or who
25 voluntarily accept a transfer or demotion into a job classification for
26 which they have not previously attained permanent status, will serve
27 a trial service period of six (6) consecutive months. Agencies may
28 extend the trial service period for an individual employee as long as
29 the extension does not cause the total period to exceed twelve (12)

1 months. Employees will be provided with a written explanation for
2 the extension. If the extension is based on performance issues, the
3 employee will receive a performance improvement plan.

4 Employees in an in-training appointment will follow the provisions
5 outlined in [Subsection 4.5 C](#).

6 2. Any employee serving a trial service period will have their trial
7 service period extended, on a day-for-a-day basis, for any day(s) that
8 the employee is on leave without pay or shared leave, except for
9 leave taken for military service or temporary reduction of work
10 hours, consistent with [Article 34.6 E](#).

11 3. An employee who is appointed to a different position prior to
12 completing their trial service period will serve a new trial service
13 period. The length of the new trial service period will be in
14 accordance with [Subsection 4.6 B](#), unless adjusted by the
15 Appointing Authority for time already served in trial service status.
16 In no case, however, will the total trial service period be less than
17 six (6) consecutive months.

18 4. An employee serving a trial service period may voluntarily revert to
19 their former permanent position within fifteen (15) days of the
20 appointment, provided that the position has not been filled or an
21 offer has not been made to an applicant. An employee serving a trial
22 service period may voluntarily revert at any time to a funded
23 permanent position in the same agency that is:

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

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

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

7 5. With five (5) working days' written notice by the Employer, an
8 employee who does not satisfactorily complete their trial service
9 period will be reverted to a funded permanent position in the same
10 agency, that is:

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

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

15 The reversion option, if any, will be determined by the Employer
16 using the order listed above. In both (a) and (b) above, the employee
17 being reverted must have the skills and abilities required for the
18 vacant position. If possible, the reversion option will be within a
19 reasonable commuting distance for the employee.

20 If the Employer fails to provide five (5) working days' notice, the
21 reversion will stand and the employee will be entitled to payment of
22 the difference in the salary for up to five (5) working days, which
23 the employee would have worked at the higher level if notice had
24 been given. Under no circumstances will notice deficiencies result
25 in an employee gaining permanent status in the higher classification.

26 6. An employee who has no reversion options or does not revert to the
27 highest classification in which they previously attained permanent

1 status may request that their name be placed on the agency's internal
2 layoff list for positions in job classifications where they had
3 previously attained permanent status.

4 7. An employee who is separated during their trial service period may
5 request a review of the separation by the Director or Secretary of the
6 agency or designee within twenty-one (21) calendar days from the
7 effective date of the separation. The reversion of employees who are
8 unsuccessful during their trial service period is not subject to the
9 grievance procedure in [Article 29](#), Grievance Procedure.

10 4.7 Redeployment

11 In emergencies there may be mandated conditions that are outside of the
12 Employer's control requiring immediate redeployment of the workforce.
13 Employees with the necessary skills, abilities, or licensure may be re-deployed
14 outside their agency to another state agency at the direction of their employer, to
15 support staffing shortages. For the purpose of this Subsection, an emergency is an
16 event or set of circumstances which demands immediate action to preserve public
17 health, protect life, protect public property or to provide relief to any overtaken by
18 such occurrences; or reaches such a dimension or degree of destructiveness as to
19 warrant the Governor proclaiming a state of emergency pursuant to RCW
20 43.06.010.

21 A. Agencies will identify when emergency staffing is needed, any emergent
22 workforce shortages and the number of employees and skills required to fill
23 those shortages. Other agencies may identify employees that can be
24 redeployed to help fill the identified shortages. The technical details
25 required for effective redeployment, including training, equipment needs,
26 work assignments, and payroll/benefit reimbursement, will be determined
27 on a case-by-case basis between the two (2) agencies.

28 B. The lending agency will notify the Union when they are redeploying an
29 employee. The notification to the Union will include at a minimum which

1 employee/s will be redeployed to an agency in need, the employee's current
2 job class, the type of work and scope that will be performed for the receiving
3 agency, and the anticipated duration.

4 C. The Employer will seek volunteers for redeployment prior to requiring
5 employees to redeploy. The Employer will make every effort to assign
6 employees to their current geographic region when redeployed to another
7 agency and no redeployment will exceed three (3) months unless there is
8 mutual agreement to extend for a longer period.

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

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

27 F. Employees who are in a nonpermanent appointment at the time of
28 redeployment to another state agency will have their nonpermanent
29 appointment extended at their lending agency for the time period in which

1 the employee was redeployed, but in accordance with the provisions of this
2 Agreement.

3 G. Employees within a trial service period who are redeployed to another
4 agency will have the time worked for the receiving agency applied toward
5 their trial service. This does not preclude their Employer from extending
6 their trial service period for other reasons, in accordance with this
7 Agreement.

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

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

14 J. The Union agrees that the work performed by the employee for the
15 receiving agency is only temporary to meet the emergent business needs
16 and will not impact whether the work belongs to a particular bargaining
17 unit.

18 ~~4.7 Internal Movement Within Department of Corrections Only~~

19 ~~A. Prior to certifying candidates in accordance with Section 4.1, the agency~~
20 ~~will post vacancies for internal transfer candidates for three (3) business~~
21 ~~days prior to posting externally. An employee's transfer request will be~~
22 ~~granted to another position within the bargaining unit provided:~~

23 ~~1. The employee holds permanent status in the job classification;~~

24 ~~2. The employee has demonstrated or been assessed to have the~~
25 ~~position specific skills, abilities and qualifications necessary to~~
26 ~~perform the duties of the position;~~

27 ~~3. There are no disciplinary action(s) in their personnel file for the past~~
28 ~~twelve (12) months;~~

29 ~~4. There is no pending disciplinary action or the employee is not under~~
30 ~~investigation into alleged misconduct;~~

- 1 5. ~~The employee has not been granted previous internal movement~~
2 ~~within the past two (2) years;~~
- 3 6. ~~There are no repeated performance issues being addressed, as~~
4 ~~documented in the employee's supervisory file;~~
- 5 7. ~~The appointment will not create a violation of agency policy;~~
- 6 8. ~~It meets the needs of the work unit.~~
- 7 9. ~~When posting the vacancy for internal transfer, the posting may~~
8 ~~include language advising the prospective transfer employee of~~
9 ~~specific needs and competencies of the position which, if not met,~~
10 ~~may result in denial of transfer.~~
- 11 B. ~~Transfer requests under this Section must be made in writing and~~
12 ~~submitted to the local Human Resources Office. If two (2) or more~~
13 ~~employees request a transfer to the same position and they meet the above~~
14 ~~criteria, the senior employee will be appointed. If an employee is offered a~~
15 ~~transfer and refuses the offer, the employee will not be allowed to request~~
16 ~~another transfer for twelve (12) months.~~
- 17 C. ~~If an employee requests a transfer and does not meet the criteria listed~~
18 ~~above, the employee may compete for the position.~~
- 19 D. ~~The offering of a formal layoff option in accordance with Article 34, Layoff~~
20 ~~and Recall, a trial service reversion option or demotion option, prior to~~
21 ~~granting a transfer request under this Section, is not a violation of this~~
22 ~~Section, provided notice is given to the union prior to such actions~~
23 ~~occurring.~~
- 24 E. ~~This Section is not subject to the grievance procedure in accordance with~~
25 ~~Article 29, Grievance Procedure. If an employee requests a transfer and it~~
26 ~~is denied, the employee may request a review by the Department of~~
27 ~~Corrections Secretary or designee (Deputy/Assistant Secretary) within~~
28 ~~twenty one (21) days from the date the employee was notified in writing~~
29 ~~that they would not be transferred to the vacant position. The request for~~
30 ~~review must be filed with the Department of Corrections Labor Relations~~
31 ~~Office. The Secretary or designee will respond in writing within thirty (30)~~
32 ~~days of receipt of the request for review.~~
- 33 F. ~~This Section does not apply to filling positions covered under Article 3, Bid System,~~
34 ~~non-permanent, on-call, or project positions.~~

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1 **4.98 Paid Internships and/or Staff Development Opportunities**

2 A. In addition to the provisions set forth in Article 4.5 A1, the Employer may
3 make non-permanent appointments for paid internships and/or staff
4 development opportunities. Non-permanent appointments made for paid
5 internships may not be converted to permanent appointments and may
6 supplement, but not supplant, permanent positions. Any conversion of a
7 non-permanent appointment made for staff development must be handled
8 in accordance with Article 4.5 A 3. Non-permanent positions established
9 for paid internships are dependent on available funding.

10 B. Employees hired into non-permanent appointments for paid internships
11 and/or staff development opportunities will be assigned to a supervisor. The
12 supervisor is responsible for ensuring the employee receives training for the
13 specific position and assigned job duties.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 5
PERFORMANCE EVALUATION

3 [*The provisions of this Article do not apply to the Department of Corrections, see DOC](#)
4 [addendum.](#)

5 **5.1 Objective**

6 A. The Employer will evaluate employee work performance. The performance
7 evaluation process will include performance goals and expectations that
8 reflect the organization's objectives.

9 B. The performance evaluation process gives supervisors an opportunity to
10 discuss performance goals and expectations with their employees, assess
11 and review their performance with regard to those goals and expectations,
12 and provide support to employees in their professional development, so that
13 skills and abilities can be aligned with agency requirements.

14 C. To recognize employee accomplishments and address performance issues
15 in a timely manner, discussions between the employee and the supervisor
16 will occur throughout the evaluation period. Performance problems will be
17 brought to the attention of the employee to give the employee the
18 opportunity to receive any needed additional training and/or to correct the
19 problem before it is mentioned in an evaluation. Such discussions will be
20 documented in the supervisor's file.

21 **5.2 Evaluation Process**

22 A. Employee work performance will be evaluated prior to the completion of
23 their probationary and trial service periods and at least annually thereafter.
24 Within the Department of Social and Health Services (Behavioral Health
25 Administration and Developmental Disabilities Administration only) and
26 the Department of Veterans Affairs, where shift charges are used, an
27 immediate supervisor, prior to preparing the employee's evaluation will
28 solicit input from the employee's current shift charge. This input will be

1 considered by the supervisor for inclusion in the evaluation. Immediate
2 supervisors will meet with employees to discuss performance goals and
3 expectations. Employees will receive copies of their performance goals and
4 expectations as well as notification of any modifications made during the
5 review period.

6 B. The supervisor will discuss the evaluation with the employee. The
7 employee will have the opportunity to provide feedback on the evaluation.
8 The discussion may include such topics as:

- 9 1. Reviewing the employee's performance;
- 10 2. Identifying ways the employee may improve their performance;
- 11 3. Updating the employee's position description, if necessary;
- 12 4. Identifying performance goals and expectations for the next
13 appraisal period; and
- 14 5. Identifying employee training and development needs.

15 C. The performance evaluation process will include, but not be limited to, a
16 performance evaluation on forms used by the Employer, the employee's
17 written signature or electronic acknowledgment of the forms, and any
18 comments by the employee. The evaluation, including employee comments,
19 will be considered by the reviewer. Once completed and
20 signed/acknowledged by the reviewer, a copy will be provided to the
21 employee (with reviewer comments, if any), who may provide responsive
22 comments to be attached to the evaluation. The completed and
23 signed/acknowledged performance evaluation form, including the
24 employee's comments, will be maintained in the employee's personnel file.

- 1 D. The evaluation process is subject to the grievance procedure. The specific
2 content of performance evaluations are not subject to the grievance
3 procedure.
- 4 E. If an employee has been fully exonerated of misconduct in a disciplinary
5 grievance by the Employer or an arbitrator or the Employer determines that
6 allegations of misconduct are false, then references to the misconduct in the
7 performance evaluation will be removed. If the Employer fails to remove
8 the applicable portions of the performance evaluation, the failure to remove
9 those references is subject to the grievance procedure. However, the
10 Employer may retain this information in a legal defense file and it will only
11 be used or released when required by a regulatory agency (acting in their
12 regulatory capacity), in the defense of an appeal, legal action or as otherwise
13 required by law.

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/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 6 HOURS OF WORK

~~*This Article has been modified by an MOU effective September 1, 2023~~

*The provisions of this Article do not apply to the Department of Corrections, see DOC
addendum.

6.1 Definitions

A. Full-time Employees

Employees who are scheduled to work an average of forty (40) hours per
workweek.

B. Law Enforcement Employees

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

C. Overtime-Eligible Position

An overtime-eligible position is one that is assigned duties and
responsibilities that meet the criteria for overtime coverage under federal
and state law.

D. Overtime-Exempt Position

An overtime-exempt position is one that is assigned duties and
responsibilities that do not meet the criteria for overtime coverage under
federal and state law.

E. Part-time Employees

Employees who are scheduled to work less than forty (40) hours per
workweek.

F. Shift Employees

Overtime-eligible employees who work in positions that normally require
shift coverage for more than one (1) work shift, excluding: Department of
Children, Youth, and Families – Juvenile Rehabilitation (DCYF-JR) shift

1 workers as of July 1, 2005 who are paid overtime after forty (40) hours in a
2 workweek and employees who work at the Military Department –
3 Washington Youth Academy.

4 G. Workday

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

7 H. Work Schedules

8 Workweeks and work shifts of different numbers of hours may be
9 established by the Employer in order to meet business and customer service
10 needs, as long as the work schedules meet federal and state laws.

11 I. Work Shift

12 The hours an employee is scheduled to work each workday in a workweek.

13 J. Workweek

14 1. A regularly re-occurring period of one hundred and sixty-eight (168)
15 hours consisting of seven (7) consecutive twenty-four (24) hour
16 periods. Workweeks will normally begin at 12:00 a.m. on Sunday
17 and end at 12:00 midnight the following Saturday or as otherwise
18 designated by the Appointing Authority or designee. If there is a
19 change in their workweek, employees will be given prior written
20 notification by the Appointing Authority or designee.

21 2. For the Department of Veterans Affairs, and DSHS workweeks will
22 normally consist of forty (40) hours in a seven (7) day workweek,
23 which will normally consist of five (5) workdays followed by two
24 (2) consecutive days off or eighty (80) hours in a fourteen (14) day
25 work period.

1 **6.2 Determination**

2 Per federal and state law, the Employer will determine whether a position is
3 overtime-eligible or overtime-exempt. In addition, the Employer will determine if
4 an overtime-eligible position is a law-enforcement position, with or without an
5 extended work period, or a shift position. When the Employer determines that an
6 overtime-eligible position is overtime-exempt, the employee will be notified in
7 writing of the determination. The notice will include an attached United States
8 Department of Labor fact sheet of the Fair Labor Standards Act (FLSA) guidelines.

9 **6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)**

10 A. Regular Work Schedules

11 The regular work schedule for overtime-eligible employees will not be more
12 than forty (40) hours in a workweek, with starting and ending times as
13 determined by the requirements of the position and the Employer. The
14 regular work schedule will normally include two (2) consecutive scheduled
15 days off. The Employer may adjust the regular work schedule with prior
16 notice to the employee. If the Employer extends an employee's daily work
17 schedule by more than two (2) hours on any given day, the Employer will
18 not adjust another workday or the employee's workweek to avoid the
19 payment of overtime or accrual of compensatory time. This provision will
20 not apply:

21 1. When an employee requests to adjust their hours within the
22 workweek and works no more than forty (40) hours within that
23 workweek; or

24 2. To those job classifications that have an inherent need for flexibility
25 to adjust their daily work schedules within the regular workweek to
26 accomplish assigned job duties and responsibilities. When adjusting an
27 employee's work schedule, the Employer will consider an employee's
28 preference as long as the agency can meet business and customer service

1 needs and without causing an additional cost to the agency. These
2 classifications are listed in Appendix B.

3 B. Alternate Work Schedules

4 Workweeks and work shifts of different numbers of hours may be
5 established for overtime-eligible employees by the Employer in order to
6 meet business and customer service needs, as long as the alternate work
7 schedules meet federal and state laws. Employees may request alternative
8 work schedules and such requests will be approved by the Employer, except
9 as provided below, subject to business and customer service needs. The
10 Employer may disapprove requests if there are performance or attendance
11 concerns. Previously approved alternate work schedules may be rescinded
12 by the Employer if business and customer service needs are no longer being
13 met, or if performance or attendance concerns occur. The Employer will
14 consider employees' personal and family needs.

15 C. Daily Work Shift Changes

16 The Employer may adjust an overtime-eligible shift employee's daily start
17 and/or end time(s) by two (2) hours.

18 D. Temporary Schedule Changes

19 Overtime-eligible employees' workweeks and/or work schedules may be
20 temporarily changed with prior notice from the Employer. A temporary
21 schedule change is defined as a change lasting thirty (30) calendar days or
22 less. With the exception of the job classifications listed in Appendix B,
23 overtime-eligible employees will receive three (3) calendar days' written
24 notice of any temporary schedule change. Washington Conservation Corps
25 Crew Supervisors 1 and 2 in the Department of Ecology will also receive
26 three (3) calendar days' written notice of any temporary schedule change
27 unless mutually agreed to otherwise. The day that notification is given is
28 considered the first day of notice. Adjustments in the hours of work of daily

1 work shifts during a workweek do not constitute a temporary schedule
2 change.

3

4 E. Permanent Schedule Changes

5 Overtime-eligible employees' workweeks and work schedules may be
6 permanently changed with prior notice from the Employer. Overtime-
7 eligible employees will receive seven (7) calendar days' written notice of a
8 permanent schedule change, which will include the reason for the schedule
9 change. The day notification is given is considered the first day of notice.
10 Adjustments in the hours of work of daily work shifts during a workweek
11 do not constitute a permanent schedule change.

12 F. Emergency Schedule Changes

13 The Employer may adjust an overtime-eligible employee's workweek and
14 work schedule without prior notice in emergencies, for highway snow, ice
15 or avalanche removal, fire duty, grain inspection, or extraordinary
16 unforeseen operational needs.

17 G. Employee-Requested Schedule Changes

18 Overtime-eligible employees' workweeks and work schedules may be
19 changed at the employee's request and with the Employer's approval,
20 provided the Employer's business and customer service needs are met and
21 no overtime expense is incurred.

22 H. An overtime-eligible employee, including an employee on standby status,
23 will be compensated for all time worked, other than de minimis time, for
24 receiving or responding to work related calls, unless otherwise provided for
25 in this Agreement.

1 **6.4 Overtime-Eligible Law Enforcement Employee Work Schedules**

2 A. The regular work schedule for full-time overtime-eligible law enforcement
3 employees, not receiving assignment pay for an extended work period, will
4 not be more than one hundred and sixty (160) hours in a twenty-eight (28)
5 day period. The Employer may adjust the work schedule with prior notice
6 to the employee.

7 B. Park Rangers Not Residing in Park Housing

8 If the Employer requires a ranger not living in Park housing to work on a
9 scheduled day off, the ranger will be notified of the assignment prior to the
10 ranger's scheduled quitting time on the second work day preceding the
11 scheduled day off. A lack of such notice will constitute callback in
12 accordance with [Article 42.17 B](#).

13 **6.5 Overtime-Eligible Unpaid Meal Periods**

14 The Employer and the Union agree to unpaid meal periods that vary from and
15 supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal
16 periods for employees working more than five (5) consecutive hours, if entitled,
17 will be a minimum of thirty (30) minutes and will be scheduled as close to the
18 middle of the work shift as possible. Employees working three (3) or more hours
19 longer than a normal workday will be allowed an additional thirty (30) minute
20 unpaid meal period. When an employee's unpaid meal period is interrupted by work
21 duties, the employee will be allowed to resume their unpaid meal period following
22 the interruption, if possible, to complete the unpaid meal period. In the event an
23 employee is unable to complete the unpaid meal period due to operational necessity,
24 the employee will be entitled to compensation, which will be computed based on
25 the actual number of minutes worked within the unpaid meal period. Meal periods
26 may not be used for late arrival or early departure from work and meal and rest
27 periods will not be combined except as provided for in [Section 6.7A](#).

1 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

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

7 **6.7 Overtime-Eligible Rest Periods**

8 The Employer and the Union agree to rest periods that vary from and supersede the
9 rest periods required by [WAC 296-126-092](#). Employees will be allowed one (1)
10 rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more
11 hours worked at or near the middle of each one-half (1/2) shift of three (3) or more
12 hours. Rest periods do not require relief from duty. Where the nature of the work
13 allows employees to take intermittent rest periods equivalent to fifteen (15) minutes
14 for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods
15 may not be used for late arrival or early departure from work and rest and meal
16 periods will not be combined except as provided for in [Section 6.7A](#).

17 A. Breaks and lunch periods for employees of DES Consolidated Mail
18 Inserting Section working the swing shift in the Inserting Section of the
19 DES Consolidated Mail.

20 1. Employees will have two (2) thirty (30) minute breaks per workday
21 rather than one (1) thirty (30) minute break and two (2) fifteen (15)
22 minute rest periods. For the purposes of administering the terms of
23 Sections 6.5 and 6.7, the first thirty (30) minute break shall be
24 considered the break and the second thirty (30) minute period shall
25 be considered the rest period.

26 2. These thirty (30) minute breaks will occur at or as near as possible
27 to 3:00 p.m and 6:00 p.m.

1 **6.8 Positive Time Reporting – Overtime-Eligible Employees**

2 Overtime-eligible employees will accurately report time worked in accordance with
3 a positive time reporting process as determined by each agency.

4 **6.9 Overtime-Exempt Employees**

5 Overtime-exempt employees are not covered by federal or state overtime laws.
6 Compensation is based on the premise that overtime-exempt employees are
7 expected to work as many hours as necessary to provide the public services for
8 which they were hired. These employees are accountable for their work product,
9 and for meeting the objectives of the agency for which they work. The Employer's
10 policy for all overtime-exempt employees is as follows:

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

13 B. Overtime-exempt employees are expected to work as many hours as
14 necessary to accomplish their assignments or fulfill their responsibilities
15 and must respond to directions from management to complete work
16 assignments by specific deadlines. Overtime-exempt employees may be
17 required to work specific hours to provide services, when deemed necessary
18 by the Employer.

19 C. The salary paid to overtime-exempt employees is full compensation for all
20 hours worked, except:

21 1. Psychologist – Forensic Evaluators and Psychiatric Social
22 Workers working at the Department of Social and Health
23 Services (DSHS) are expected to work as many hours as
24 necessary to accomplish their assignment or fulfill their core
25 responsibilities. However, because DSHS has a unique
26 situation that requires Psychologist-Forensic Evaluators and
27 Psychiatric Social Workers to work hours over and above
28 those necessary to accomplish their assignment and fulfill

1 their core responsibilities, Psychologists – Forensic
2 Evaluators and Psychiatric Social Workers will receive
3 additional straight time pay at their regular rate of pay for
4 working these “extra duty” hours. “Extra Duty” is defined as
5 work hours assigned by management that are hours over and
6 above those necessary to accomplish the Psychologist –
7 Forensic Evaluator’s and Psychiatric Social Worker’s
8 regular assignment and fulfill their core responsibility.
9 “Extra duty” hours typically include covering hours/shifts
10 not regularly assigned to any other Psychologist – Forensic
11 Evaluator or Psychiatric Social Worker. When seeking to fill
12 the extra duty hours, the Employer retains the right to assign
13 any Psychologist – Forensic Evaluator or Psychiatric Social
14 Worker who has the appropriate skills and abilities required
15 for the extra duty. Management will ask for volunteers for
16 the extra duty, but retains the right to select any Psychologist
17 – Forensic Evaluator or Psychiatric Social Worker for the
18 extra duty regardless of whether there are volunteers or not
19 and retains the right to restrict the number of extra duty
20 assignments that any one employee works.

21 D. Overtime-exempt employees’ salary includes straight time for holidays. An
22 overtime-exempt employee whose Employer requires him or her to work on
23 a holiday will be paid at an additional rate of one and one-half (1 1/2) times
24 the employee’s salary for the time worked.

25 E. Employees will consult with their supervisors to adjust their work hours to
26 accommodate the appropriate balance between extended work time and
27 offsetting time off. Where such flexibility does not occur or does not
28 achieve the appropriate balance, and with approval of their Appointing
29 Authority or designee, overtime-exempt employees’ will accrue exchange
30 time for extraordinary or excessive hours worked. Such approval will not

1 be arbitrarily withheld. Exchange time may be accrued at straight time to a
2 maximum of eighty (80) hours. When an employee accrues forty (40) hours
3 of exchange time, the employee and the Employer will develop a plan for
4 the employee to use the accrued exchange time in the next ninety (90) days.
5 Exchange time can be used in lieu of sick leave and vacation leave.
6 Exchange time has no cash value and cannot be transferred between
7 agencies.

8 F. If they give notification and receive the Employer's concurrence, overtime-
9 exempt employees may alter their work hours. Employees are responsible
10 for keeping management apprised of their schedules and their whereabouts.

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

14

15 **6.10 Military Department – Emergency Management Division**

16 The Employer may send an employee home to rest prior to returning for the night
17 shift to cover an emergency or declared disaster. When this occurs, the rest period
18 will be considered time worked through the end of the employee's scheduled work
19 shift. No employee will be required to work more than six (6) consecutive days in
20 a seven (7) day period unless the state Emergency Operations Center is at Level 1,
21 Full Activation.

22 **6.11 Department of Transportation – Maintenance Bargaining Unit – Winter**
23 **Shift and Contingency Schedules**

24 The Employer will establish yearly winter shift and contingency schedules as
25 needed. Within reasonable staff and program considerations, the Employer will
26 accommodate employee shift preference based on Department of Transportation
27 continuous service. It is recognized that in assigning shifts and days off, a balance
28 of experience, skills and abilities may be required.

1 **6.12 Department of Fish and Wildlife – Construction and Maintenance**

2 A. Normal unpaid commute time for employees residing at temporary
3 residences and traveling to temporary work sites, will be thirty (30) minutes.
4 Commute time over thirty (30) minutes will be considered to be work time.
5 This work time will be taken from the end of the work shift to travel back
6 to the temporary residence.

7 B Subsection A, above, will not apply when:

8 1. An employee (driver only) begins their mandatory pre-trip safety
9 checks on vehicles requiring the use of a Commercial Driver's
10 License (CDL). This does not apply to department pickups or other
11 non-CDL vehicles used for transportation to and from work sites;
12 and

13 2. When the nearest temporary residence is beyond thirty (30) minutes
14 from the temporary work site, all travel from the temporary
15 residence to the work site and the return to the temporary residence
16 will be considered work time.

17 **6.13 Department of Agriculture – Grain Inspection Program**

18 To provide inspection and weighing services for grain being loaded onto export
19 vessels, the Employer may establish and staff both emergency and overtime shifts
20 using key position staffing, with a minimum of three (3) permanent employees
21 licensed to perform key duties, any combination of inspectors, protein operators,
22 and grain sampler-weighers. The minimum of three (3) permanent employees does
23 not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a
24 minimum of two (2) permanent employees. The remaining positions on such shifts
25 may be staffed with non-permanent employees.

1 **6.14 Department of Transportation – Commercial Driver’s License (CDL)**

2 **Required Positions**

3 A. The Employer will not require an employee utilizing their CDL to work
4 more than fifteen (15) consecutive hours without providing a rest period of
5 at least eight (8) consecutive hours.

6 B. Employees utilizing their CDL to work fifteen (15) consecutive hours will
7 be required to take an eight (8) consecutive hour rest period before resuming
8 the next duty period. The employee will suffer no loss of regular straight
9 time hourly earnings for any time missed during that rest period that
10 otherwise would have been part of their regularly scheduled shift.
11 Employees will not be eligible for any other work assignment, including an
12 overtime assignment or work shift, during the required (8) hour rest period.

13 ~~*The provisions of this Section 6.15 do not apply to Department of Corrections, see DOC~~
14 ~~addendum.~~

15 **6.15 Shift Exchange —Military Department – Youth Challenge Academy**

16 Overtime-eligible employees employed at the Youth Academy who have the same
17 job classification will be allowed to exchange full shifts for positions in which they
18 are qualified in accordance with the following:

19 A. Request for shift exchanges will be submitted seven (7) calendar days in
20 advance of the exchange, when practical.

21 B. The requested shift exchange is voluntary, and is agreed to in writing by
22 both employees, and approved in writing by the supervisor(s) for exchanges
23 of no more than one (1) week. Requests for consecutive shift exchanges in
24 excess of one (1) workweek will be submitted to the appropriate Appointing
25 Authority or designee for approval. If such request is denied, the employee
26 will be provided the reason(s) in writing for the denial.

27 C. Requested shift exchanges will be considered on a case-by-case basis.

1 D. Shift exchanges must occur within the same pay period. Shift exchanges
2 will not result in the payment of overtime. Each employee will be
3 considered to have worked their regular schedule.

4 E. For shift exchanges that occur on an employee's designated holiday, the
5 employee who is regularly scheduled to work on that holiday will receive
6 the holiday compensation, regardless of who physically worked on that day.

7 F. The failure of an employee, who has exchanged shifts, to work the agreed
8 upon shift without appropriate cause may be a basis for disciplinary action.

9 The shift exchange system will not be used to circumvent the bid system by
10 significantly altering an employee's workweek or supervisory chain of
11 command.

12 **6.16 Department of Ecology – Spill Response Team**

13 Employees working on the spill response team who work sixteen (16) hours in a
14 twenty-four (24) hour period will be required to take eight (8) hours off for rest
15 before resuming the next duty period. The employee will suffer no loss of regular
16 straight-time hourly earnings for any time missed up to six (6) hours during that
17 rest period that otherwise would have been part of their regularly scheduled shift.
18 Employees will not be eligible for any other work assignment, including an
19 overtime assignment or work shift, that begins during the required eight (8) hour
20 rest period.

21 **6.17 Shift Exchange—Department of Social and Health Services (DSHS), ~~and~~** 22 **Department of Children, Youth and Families (DCYF) and Department of** 23 **Veterans Affairs (DVA)**

24 Overtime-eligible shift employees employed by DSHS , DCYF Juvenile
25 Rehabilitation, or DVA in at all 24/7 facilities. ~~Eastern State Hospital, Western~~
26 ~~State Hospital, Olympic Heritage Behavioral Health Facility, Lake Burien~~
27 ~~Transitional Care Facility, Child Study and Treatment Center, Special Commitment~~
28 ~~Center, Lakeland Village, Rainier School, Yakima Valley School, Fircrest School,~~

1 ~~and employees employed by DCYF at Greenhill School and Echo Glen Children's~~
2 ~~Center~~ who have the same job classification will be allowed to exchange full shifts
3 for positions in which they are qualified in accordance with the following:

4 A. Requests for shift exchanges will be submitted seven (7) calendar days in
5 advance of the exchange, when practical.

6 B. The requested shift exchange is voluntary, and is agreed to in writing by
7 both employees, and approved in writing by the supervisor(s) for exchanges
8 of no more than one (1) workweek. Requests for consecutive shift
9 exchanges in excess of one (1) workweek will be submitted to the
10 appropriate Appointing Authority or designee for approval. If such request
11 is denied, the employee will be provided the reason(s) in writing for the
12 denial.

13 C. Requested shift exchanges will be considered on a case-by-case basis.

14 D. Shift exchanges must occur within the same pay period. Shift exchanges
15 will not result in the payment of overtime. Each employee will be
16 considered to have worked their regular schedule.

17 E. For shift exchanges that occur on an employee's designated holiday, the
18 employee who is regularly scheduled to work on that holiday will receive
19 the holiday compensation, regardless of who physically worked on that day.

20 F. An employee will not receive shift premium pay under [Article 42.19](#), Shift
21 Premium, solely as a result of a shift exchange. Each employee will be
22 considered to have worked their regular scheduled work shift for purposes
23 of shift premium pay.

24 G. The failure of an employee, who has exchanged shifts, to work the agreed
25 upon shift without appropriate cause may be a basis for disciplinary action
26 or suspension of the ability to exchange shifts in the future.

- 1 H. Mental Health Technicians and Forensic Care Associates may exchange
2 shifts as long as the employees qualify to work in positions for which the
3 employees are requesting shift exchange. Licensed Practical Nurses and
4 Psychiatric Security Nurses may exchange shifts as long as the employees
5 qualify to work in positions for which the employees are requesting shift
6 exchange.
- 7 I. Denials of shift exchanges are not subject to the grievance procedure under
8 [Article 29](#), Grievance Procedure, of the parties' Collective Bargaining
9 Agreement.
- 10 J. Employees working in different classifications as provided in Subsection H.
11 above will be considered to have worked their regular scheduled work shift
12 for purposes of pay in [Article 42.1](#), "GS" Pay Range Assignments.
- 13 K. The shift exchange system will not be used to circumvent the Bid System
14 by significantly altering an employee's workweek or supervisory chain of
15 command.

16 **6.18 Department of Transportation – Emergency Schedule Change**

17 At the time DOT changes an employee's schedule in accordance with [Article 6.3](#)
18 F, Emergency Schedule Changes, it will notify the employee that the change is an
19 emergency schedule change. DOT will also provide the employee written notice
20 that the schedule change is in accordance with [Article 6.3](#) F, Emergency Schedule
21 Changes. The written notice will be provided after the schedule change.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **ARTICLE 7**
2 **OVERTIME**

3 *The provisions of this Article do not apply to the Department of Corrections, see DOC
4 addendum

5
6 **7.1 Definitions**

7 A. Overtime

8 Overtime is defined as time that a full-time overtime-eligible employee:

- 9 1. Works in excess of forty (40) hours per workweek (excluding law
10 enforcement employees).
- 11 2. Works in excess of their scheduled work shift and:
- 12 a. The employee is a shift employee, or
- 13 b. The employee works in the Maintenance Bargaining Unit
14 within the Washington State Department of Transportation,
15 or;
- 16 c. The employee works within the Fruit/Vegetable Inspection
17 Bargaining Unit or the Grain Inspection Bargaining Unit
18 within the Washington State Department of Agriculture and
19 does inspections.
- 20 3. Works in excess of one hundred and sixty (160) hours in a twenty-
21 eight (28) day period and the employee is a law enforcement
22 employee not receiving assignment pay for an extended work
23 period.
- 24 4. Works while on fire duty as specifically defined in Article 42,
25 Compensation.

26 B. Overtime Rate

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

4 C. Work

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

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

16 D. Work does not include:

- 17 1. Shared leave
- 18 2. Leave without pay
- 19 3. Additional compensation for time worked on a holiday.
- 20 4. Time compensated as standby, callback, or any other penalty pay.

21 **7.2 Overtime-Eligibility and Compensation**

22 Employees are eligible for overtime compensation under the following
23 circumstances:

1 A. Full-time overtime-eligible employees who have prior approval and work
2 more than forty (40) hours in a workweek will be compensated at the
3 overtime rate. A part-time overtime-eligible employee will be paid at their
4 regular rate of pay for all work performed up to forty (40) hours in a
5 workweek and paid at the overtime rate for authorized work of more than
6 forty (40) hours in a workweek.

7 B. Full-time overtime-eligible shift employees who have prior approval and
8 work more than their scheduled shift will be compensated at the overtime
9 rate. A part-time overtime-eligible shift employee will be paid at their
10 regular rate of pay for all work performed up to forty (40) hours in a
11 workweek and paid at the overtime rate for authorized work of more than
12 forty (40) hours in a workweek.

13 C. Overtime-eligible law enforcement employees, not receiving assignment
14 pay for an extended work period, who have prior approval and work more
15 than one hundred and sixty (160) hours in a twenty-eight (28) day period
16 will be compensated at the overtime rate.

17 D. Overtime-eligible employees who have prior approval and work overtime
18 as specifically defined in [Article 42](#), Compensation.

19 **7.3 Overtime Computation**

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

22 **7.4 General Provisions**

23 A. The Employer will determine whether work will be performed on regular
24 work time or overtime, the number of employees, the skills and abilities of
25 the employees required to perform the work, and the duration of the work.
26 The Employer will first attempt to meet its overtime requirements on a
27 voluntary basis with qualified employees who are currently on duty. Except
28 as provided in Section 7.8, in the event there are not enough employees

1 volunteering to work, the supervisor may require employees to work
2 overtime. The Employer will not require any individual employee to work
3 four (4) or more hours of involuntary overtime on more than three
4 consecutive days unless emergent conditions exist. Except as provided in
5 Sections 7.6 and 7.8, an employee may be excused from an involuntary
6 overtime assignment one (1) time per quarter. When two (2) or more
7 employees submit a request on the same day for the same overtime
8 assignment, the most senior employee will be excused.

9 B. If an employee was not offered overtime for which they were qualified, the
10 employee will be offered the next available overtime opportunity for which
11 they are qualified. Under no circumstances will an employee be
12 compensated for overtime that was not worked. There will be no
13 pyramiding of overtime.

14 **7.5 Compensatory Time for Overtime-Eligible Employees**

15 A. Compensatory Time Eligibility

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

21 B. Maximum Compensatory Time

22 Employees may accumulate no more than the maximum number of hours
23 of compensatory time allowed under the Federal Fair Labor Standards Act.

24 C. Compensatory Time Use

25 Employees must use compensatory time prior to using vacation leave,
26 unless this would result in the loss of their vacation leave. Compensatory
27 time must be used and scheduled in the same manner as vacation leave, as
28 in Article 11, Vacation Leave.

1 D. Compensatory Time Cash Out

- 2 1. Overtime-Eligible Employees – (Excluding Center for Childhood
3 Deafness and Hearing loss, Washington State School for the Blind,
4 Department of Agriculture, Washington Youth Challenge
5 Academy-Military Department~~Department of Corrections~~ and
6 Department of Transportation Employees).

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

- 13 a. Leaves state service for any reason,
14 b. Transfers to a position in their agency with different funding
15 sources, or
16 c. Transfers to another state agency.

- 17 2. Overtime-Eligible Employees – Department of Transportation

18 All compensatory time must be used by June 30 of each biennium.
19 If compensatory time balances are not scheduled to be used by the
20 employee by April of the end of the biennium, the supervisor will
21 contact the employee to review their schedule. The employee's
22 compensatory time balance will be cashed out every June 30 of each
23 biennium or when the employee:

- 24 a. Leaves state service for any reason,
25 b. Transfers to a position in their agency with different funding
26 sources, or
27 c. Transfers to another state agency.

1 E. Voluntary Cash Out

2 A. Overtime Eligible Employees – Center for Deaf and Hard of
3 Hearing Youth and Washington State School for the Blind ~~and~~
4 ~~Department of Corrections~~

5 Compensatory time may be voluntarily cashed out at any time
6 except during the month of February. In addition, the full balance of
7 accrued compensatory time must be cashed out on June 30 at the
8 end of every biennium or when the employee:

- 9 a. Leaves state service for any reason,
10 b. Transfers to a position in their agency with different funding
11 sources, or
12 c. Transfers to another state agency.

13 B. Overtime-Eligible Employees – Department of Agriculture

14 Compensatory time may be voluntarily cashed out at any time
15 except during the month of February. If compensatory time balances
16 are not scheduled to be used by the employee by June 30 of each
17 year, the supervisor or manager will contact the employee to review
18 their schedule. An employee may carry over twenty (20) hours from
19 the first year of any biennium to the next year. In addition, the full
20 balance of accrued compensatory time must be cashed out at the end
21 of each biennium or when the employee:

- 22 a. Leaves state service for any reason,
23 b. Transfers to a position in their agency with different funding
24 sources, or
25 c. Transfers to another state agency.

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C Overtime-Eligible Employees — Washington Youth Challenge
Academy Military Department

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Compensatory time may be voluntarily cashed out at any time
except during the month of February. The full balance of accrued
compensatory time must be cashed out by July 31 of each year or
when the employee:

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a. Leaves state service for any reason,

10

b. Transfers to a position in their agency with different funding
sources, or

11

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c. Transfers to another state agency.

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7.6 Department of Agriculture – Grain Inspection Program

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A. Any employee who works a double shift or returns from an emergency shift to their permanent shift, will be required to take eight (8) hours off for rest after such shifts. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during that rest period that otherwise would have been part of their regularly scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the eight (8) hour rest period.

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B. Shift extensions, early starts and occasions when lunch periods require overtime will be first offered to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. The Employer will maintain an overtime tracking sheet which will be updated weekly and reset the first Wednesday of each quarter. For shift extensions in offices with multiple

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1 sites, employees having the lowest amount of overtime hours at any other
2 site(s) serviced by that grain inspection office will be offered the
3 opportunity to work the extension if they can complete their regular shift
4 and travel to the extending site by the time the extension begins. ~~Time~~
5 ~~traveled outside of scheduled shifts will not be paid time.~~ If there still is not
6 enough staff, employees on site may be required to work. Employees with
7 less than forty (40) hours accumulated overtime in a month at the start of
8 the shift may be required to work and will complete the shift or extension.
9 Employees will finish any assignments for which they volunteer.

10 C. The Employer will not require employees to work in excess of twenty (20)
11 continuous hours of regular time and overtime.

12 D. Those employees who do not desire to work overtime will not be required
13 to do so beyond forty (40) cumulative overtime hours each month, except
14 as provided in [Subsection 7.6](#) E, below. However, at export shipping
15 operations scheduled on a regular Monday through Friday basis, when staff
16 is required on weekends to provide inspection and weighing services for
17 grain being loaded onto export vessels, a minimum of three (3) permanent
18 employees licensed to perform key duties, (any combination of inspectors,
19 protein operators, and grain sampler-weighers), will be offered the work
20 before on-call employees are used. The minimum of three (3) permanent
21 employees does not apply to the Aberdeen facility. The Aberdeen facility
22 will be staffed with a minimum of two (2) permanent employees.[6](#)

23 E. An employee with more than forty (40) hours of accumulated overtime in a
24 month may be required to extend a current shift for not more than four (4)
25 hours in order to assure service delivery not more than once per month.
26 However, hours that an employee is required to work under this paragraph
27 will be credited to the employee's forty (40) hour limit in the following
28 month.

1 F. An employee working within the Grain Program with less than forty (40)
2 hours accumulated overtime in a month may be excused from an
3 involuntary overtime assignment once per month; provided the excused
4 overtime assignment does not interrupt service delivery and employees
5 possessing the required skills and abilities of the excused position(s) are
6 available.

7 **7.7 Department of Transportation (DOT)**

8 A. Overtime opportunities will be offered whenever and wherever possible on
9 a straight rotational basis. Each superintendent or equivalent and employees
10 will confer and mutually determine, for normal areas of responsibility, the
11 employees on a specific rotation list(s). Employees will be placed on a
12 rotation list in order of continuous DOT service. The rotation list will be
13 kept current and posted in each facility. The Employer and employees will
14 share the responsibility for keeping the list(s) current.

15 B. Overtime will be offered first to all bargaining unit employees on the
16 rotation list, then to any qualified employee. Documented attempts to
17 contact an employee constitutes an offer. Overtime will be offered to
18 employees who are qualified to do the work, regardless of classification.
19 Overtime that extends a shift will be offered first to qualified employees on
20 that shift and preferably, to the employee(s) currently performing the work.
21 Shift extensions do not count as an overtime opportunity.

22 C. The parties recognize and agree that in cases of operational necessity, public
23 safety, and/or efficient delivery of public services, that it may be necessary
24 for the Employer to deviate from the straight rotation process.

25 D. In the event the Employer deviates from the straight rotation process, the
26 Employer will explain to affected employees the reason for the deviation.
27 The Employer will also take necessary actions to correct missed
28 opportunities by skipping in the next rotation those employees who were
29 called out-of-sequence.

1 E. Bargaining unit supervisors and/or designees, making or receiving work-
2 related calls at home, will be compensated for a minimum of one-half (1/2)
3 hour for the time worked. Callback is not authorized for this work.

4 **7.8 ~~Department of Corrections,~~ Department of Social and Health Services,**
5 **Department of Children, Youth, and Families, and Department of Veterans**
6 **Affairs Institutions** – Overtime-eligible shift employees employed at ~~Department~~
7 ~~of Corrections Re-entry Centers, or at~~ an institution within the Department of
8 Social and Health Services, or within an institution or community facility at the
9 Department of Children, Youth, and Families, or the Department of Veterans
10 Affairs.

11 When involuntary overtime is required, it will be assigned to employees on duty in
12 inverse order of seniority, provided the employee has the skills and abilities
13 required of the positions. The inverse order will be re-established when the list has
14 been exhausted, i.e. the on-duty employee with the greatest seniority has worked
15 their required overtime. The updated inverse order list for involuntary overtime
16 shall be provided at least once each day and posted on each facility's on-line portal
17 or an easily accessible location.

18 A. An employee who volunteers and works an overtime shift prior to an
19 involuntary overtime assignment will have their name removed from the
20 overtime rotation for that cycle.

21 B. An employee may be excused from an involuntary overtime assignment one
22 (1) time per month. An excuse from involuntary overtime is for the
23 following shift regardless if the involuntary overtime list has been re-
24 established.

25 C. An employee will not be required to work an involuntary overtime after
26 working a regular shift prior to an approved vacation leave day.

1 D. Once confirmed, an employee who is required to work an involuntary
2 overtime will be notified as soon as possible.

3 E. The employer will not require any individual employee to work more than
4 two (2) consecutive days of involuntary overtime unless emergent
5 conditions exist as determined by the Appointing Authority or designee. A
6 day of overtime will be considered four (4) hours or more.

7 An employee who is excused from working overtime under [Subsection 7.8 B](#) or [7.8](#)
8 C above will be the first to be called when an involuntary overtime assignment is
9 required and the employee is on a scheduled workday.

10 ~~7.9 Department of Corrections Re-entry Centers Voluntary Overtime~~

11 ~~Correctional Officers and Sergeants employed at Re-entry Centers:~~

12 ~~When the Employer determines that overtime is necessary at a re-entry center, the~~
13 ~~Employer will identify the number of positions requiring overtime, the duration of~~
14 ~~such overtime, and the qualifications, skills and abilities of the employees required~~
15 ~~to perform the work. Overtime will be assigned as voluntary pre-scheduled,~~
16 ~~voluntary unscheduled (daily) or involuntary.~~

17 ~~A. Voluntary Pre-Scheduled Overtime:~~

18 ~~The agency will maintain a list of all Correctional Officers and Sergeants~~
19 ~~in order of seniority. Correctional Officers and Sergeants will have the~~
20 ~~opportunity to sign up by day and shift for possible overtime opportunities.~~
21 ~~Voluntary prescheduled overtime will be assigned on Monday for all known~~
22 ~~overtime opportunities for the week beginning the following Monday. If~~
23 ~~Monday is a holiday, the prescheduled overtime assignments will be made~~
24 ~~on the next regular work day. Assignment to pre-scheduled overtime will~~
25 ~~begin at the top of the list of volunteers and proceed down in order of~~
26 ~~seniority except as outlined below:~~

1 ~~1. Employees who do not meet the qualifications, skills and abilities~~
2 ~~for the position requiring the overtime will not lose their place in~~
3 ~~order on the list.~~

4 ~~2. When an employee accepts or declines a pre-scheduled overtime~~
5 ~~assignment, it will be noted on the list, and they will not be eligible~~
6 ~~until a new cycle begins.~~

7 ~~3. When the Employer is unable to reach an employee, the employee~~
8 ~~will not lose their place in order on the list. Telephone calls placed~~
9 ~~to employees who are off duty will not be considered as time~~
10 ~~worked.~~

11 ~~A new cycle begins when any of the following occurs:~~

12 ~~4. The beginning of each odd numbered month (January, March, May~~
13 ~~etc.); or~~

14 ~~5. There are no qualified volunteers on the list; or~~

15 ~~6. All volunteers on the list have either accepted or declined the~~
16 ~~opportunity; or~~

17 ~~7. The remaining volunteers cannot be contacted.~~

18 ~~B. Voluntary Unscheduled Overtime:~~

19 ~~The Employer will ask for volunteers among employees on shift in the order~~
20 ~~of seniority. If there are insufficient volunteers, management may assign~~
21 ~~involuntary overtime in accordance with Section 7.8.~~

22 **7.9~~10~~ Department of Social and Health Services and the Department of Children,**
23 **Youth, and Families – Institutions and State Operated Living Alternative**
24 **(SOLA)**

25 Each institution, community facility and SOLA will meet and negotiate a process
26 for distribution of overtime.

1 **7.10~~11~~ Washington State Patrol**

2 Any employee who works beyond their regularly scheduled shift as part of the
3 Crime Scene Response Team (CSRT), will work with their supervisor to determine
4 an appropriate rest period. The employee will suffer no loss of regular straight-time
5 hourly earnings for any time missed during the approved rest period that would
6 have been part of their regularly scheduled shift.

7 If a CSRT employee works beyond their regularly scheduled shift and is required
8 to testify in court during the employee's next regularly scheduled shift, the
9 employee will be required to appear in court. At the conclusion of their testimony
10 the employee will work with their supervisor to organize a rest period if the
11 employee deems it necessary.

12 If a rest period is taken, the employee will not be eligible for any overtime
13 assignment or shift commencing during the agreed upon rest period.

14 The provisions of [Article 7](#) – Overtime will apply.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 8
TRAINING AND EMPLOYEE DEVELOPMENT

*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties.

A. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

B. The Department of Social and Health Services and the Department of Children, Youth, and Families will make reasonable attempts to schedule Employer-required training during the employee's regular work shift.

8.2 Attendance at agency-required training will be considered time worked including travel in accordance with Subsection 7.1 (C)(2).

8.3 ~~Master~~ Collective Bargaining Agreement Training

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

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than one (1) work day, up to ten (10) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

1 **8.4 Tuition Reimbursement**

2 A. Agencies may approve full or partial tuition reimbursement, consistent with
3 agency policy and within available resources.

4 B. Agencies will reimburse eligible employees who provide proof of
5 satisfactory completion of a course that was previously approved for tuition
6 reimbursement.

7 C. Agency funds expended for tuition reimbursement will be limited to tuition
8 or registration fees, and will not include textbooks, supplies or other school
9 expenses, except in accordance with agency policy.

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

15 **8.5 Education and Training Requests**

16 All education and training requests will be approved or disapproved within thirty
17 (30) calendar days from the submission of a properly completed request. If a request
18 is denied, the Employer will provide a reason for the denial to the employee. Upon
19 request, the Employer will provide the reason for the denial in writing.

20 **8.6 Training Records**

21 A. [The Employer will maintain a record of Employer -required training for all](#)
22 [employees and e](#)Employees may request a copy of their training record. The
23 Employer will provide either a hard copy or electronic access to their
24 training record. If an employee provides documentation to the Employer of
25 work-related training it will be recorded in the training record or the
26 employee personnel file. [If an employee identifies inaccuracies in their](#)
27 [training record, they will notify the Employer to address any errors or](#)
28 [discrepancies to ensure the record is accurate.](#)

1 B. At the time of permanent layoff employees will be provided an opportunity
2 to submit documentation of successfully completed training to be
3 considered.

4 **8.7 Apprenticeship Programs**

5 A. The Employer will continue to participate in apprenticeship programs in
6 accordance with the rules of the Joint Apprenticeship Training Council and
7 establishments, modifications, or abolishments to the operation of the
8 programs may be made pursuant to the Council’s guidelines or rules.

9 B. An employee who accepts a position within the apprenticeship program will
10 be required to successfully complete the entire apprenticeship program
11 before attaining permanent status.

12 C. At least fourteen (14) calendar days prior to entering into an apprenticeship
13 program, the employee must notify their Appointing Authority of the intent
14 to accept an appointment into an apprenticeship program. Upon notification
15 of the employee’s intent, the employee’s permanent agency will notify the
16 employee, in writing, of any return rights to the agency and the duration of
17 those return rights. At a minimum, the agency must provide the employee
18 access to the agency’s internal layoff list. For those employees who do not
19 have return rights to the agency, the provisions of [Subsection 8.7 D](#), below
20 apply.

21 D. An apprenticeship appointment may be terminated by either the employee
22 or Employer with five (5) working days notice. If the Employer fails to
23 provide five (5) working days’ notice, the separation will stand and the
24 employee will be entitled to payment of salary for up to five (5) working
25 days, which the employee would have worked had notice been given. Under
26 no circumstance will notice deficiencies result in an employee gaining
27 status in the apprenticeship program.

1 1. An employee serving an apprenticeship may voluntarily revert to
2 their former position within fifteen (15) days of the apprenticeship
3 appointment, provided that the position has not been filled or an
4 offer has not been made to an applicant. An employee serving in an
5 apprenticeship appointment may voluntarily revert at anytime to a
6 funded permanent position in the same agency that is:

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

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

11 The reversion option, if any, will be determined by the Employer
12 using the order listed above. In both [Subsections 8.7](#) (D)(1)(a) and
13 (b) above, the Employer will determine the position the employee
14 may revert to and the employee must have the skills and abilities
15 required for the position. If possible, the reversion option will be
16 within a reasonable commuting distance for the employee.

17 2. If an apprenticeship appointment ends by the Employer, the
18 employee may revert to a funded permanent position in the same
19 agency that is:

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

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

24 The option, if any, will be determined by the Employer using the
25 order listed above. In both [Subsections 8.7](#) (D)(2)(a) and (b) above,
26 the Employer will determine the position the employee may revert
27 to and the employee must have the skills and abilities required for

1 the position. If possible, the option will be within a reasonable
2 commuting distance for the employee.

3 3. An employee who has no reversion options or does not revert to the
4 highest classification in which they previously attained permanent
5 status may request that their name be place on the agency's internal
6 layoff list for positions in job classifications where they previously
7 attained permanent status. The separation of an employee during
8 their apprenticeship appointment will not be subject to the grievance
9 procedure in Article 29, Grievance Procedure.

10 **8.8 Developmental Job Assignments**

11 A. Employers may make the following planned training assignments for
12 employee career development without incurring reallocation or
13 compensation obligations:

14 1. Performance of responsibilities outside the current job class on a
15 time-limited basis.

16 2. Intra-agency rotational or special project assignments.

17 B. The Employer and the employee must agree in writing to the assignment in
18 advance, including time limits, which will not exceed more than twelve (12)
19 months. If an employee's request for a developmental job assignment is
20 denied, an explanation will be provided to the employee. The decision is
21 final and is not subject to [Article 29](#), Grievance Procedure.

22 C. The Employer may not fill a vacant position as a developmental job
23 assignment.

24 **8.9 Parks and Recreation Commission**

25 The agency will provide a minimum of fifty (50) hours of law enforcement training
26 per year for armed park rangers and forty (40) hours for unarmed park rangers with
27 twenty-four (24) hours delivered at an annual in-service training. In the event that

1 the Employer decides to change the format of the training from in-service to an
2 alternative, it will meet and negotiate with the Union.

3 **8.10 Department of Licensing – Driver Services Hearings and Interview Unit**

4 The Driver Services Hearings and Interviews Unit will continue to apply for
5 continuing legal education credits with the Washington State Bar Association for
6 agency sponsored programs.

7 **8.11 Workplace Safety Training**

8 The Employer will ensure tailored active threat awareness and preparedness
9 training is made available to all employees.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

ARTICLE 9

LICENSURE, CERTIFICATION AND ESSENTIAL FUNCTIONS

1
2
3 **9.1** The Employer and the Union recognize the necessity for bargaining unit employees
4 to maintain appropriate licensure and/or certification to perform the duties of their
5 assigned position.

6 **9.2** Except as provided for in this Agreement, agencies will follow their policies and/or
7 practices related to licensure and certification.

8 **9.3** Employees will notify their Appointing Authority or designee if their work-related
9 license and/or certification has expired, or has been restricted, revoked or
10 suspended within twenty-four (24) hours of expiration, restriction, revocation or
11 suspension, or prior to their next scheduled shift, whichever occurs first.

12 **9.4** Employees may request education and/or training to maintain their licenses and/or
13 certifications in accordance with [Article 8](#), Training and Employee Development.

14 **9.5** Licensed Practical Nurses and Psychiatric Security Nurses at the Department of
15 Social and Health Services will receive up to one thousand dollars (\$1,000) per
16 fiscal year in tuition reimbursement for completion of Registered Nurse course
17 work through an accredited educational institution.

18 **9.6** Employees required to maintain a CDL License shall have the cost of renewals
19 reimbursed by the employer after receipt of proof of payment (this may be a copy
20 of the license, if the amount paid is shown on the license, or a receipt showing
21 payment by the employee).

22 **9.7 Department of Ecology –**

23
24 **A. Transportation Workers' Identification Cards (TWIC)**

25 **A1.** Ecology will determine which positions require a TWIC.

26 **B2.** For employees required by Ecology to obtain/maintain a TWIC, the
27 Employer will reimburse employees for the cost to obtain and renew the

1 TWIC. If an employee separates from employment prior to the expirations
2 date of the reimbursed TWIC, the Employer may deduct the prorated cost
3 of reimbursement from the employee's final pay check.

4 3E. The Employer will provide a reasonable amount of work time during regular
5 work hours for employees to maintain/renew their TWIC. However,
6 employees are expected to flex/adjust their work schedules to avoid the
7 accrual of overtime. No overtime is authorized for employee's travel
8 associated with TWIC enrollment and/or renewal.

9 D4. Employees are authorized to use Ecology vehicles for travel to TSA TWIC
10 Enrollment Centers. Ecology will not reimburse for the use of a personal
11 vehicle.

12 5E. For employees who are not required to obtain/maintain a TWIC, but elect
13 to do so, the employee will be responsible for any travel, expenses, and fees.
14 Additionally, time required to obtain/maintain a TWIC will not be
15 considered work time.

16 **B. Hydrogeologist Specialty License Incentive**

17 To provide an incentive for Hydrogeologist 3s and Hydrogeologist 4s to achieve their
18 professional specialty licensure and promote career advancement within the series,
19 they will receive a one-time lump sum payment of five thousand dollars (\$5,000.00)
20 when they obtain their Washington State hydrogeologist specialty license, under the
21 following conditions:

22
23 1. The hydrogeologist specialty license shall not be a requirement of the
24 current job classification the employee is assigned to.

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- 2. Employees are required to provide Ecology with evidence of completion of the hydrogeologist specialty license in order to receive the lump sum payment and before the payment is made.
- 3. Employees who accept the lump sum payment are required to remain employed with Ecology for twenty-four (24) months from the date they received the lump sum payment.
- 4. Employees who do not remain employed with Ecology as required above will have deducted from their final paycheck, the amount equal to the lump sum payment.
- 5. Ecology may pursue alternative methods to collect the funds from the employee in accordance with RCW 49.48.210.

9.8 Employees who fail to maintain required licensure and/or certification to perform the duties of their assigned position and/or to meet the qualifications in order to perform the essential functions of their position may be subject to demotion, reassignment or a non-disciplinary separation.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
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WFSE/AFSCME Council 28

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ARTICLE 10
HOLIDAYS

10.1 Paid Holidays

Employees will be provided the following paid nonworking holidays per year:

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
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

10.2 Holiday Rules

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

- A. Full-time employees will be paid at a straight-time rate for hours they are scheduled to work on that day even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article 7, Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:

- 1 1. When a holiday falls on a Saturday, the Friday before will be the
2 holiday.
- 3 2. When a holiday falls on a Sunday, the following Monday will be the
4 holiday.
- 5 D. For full-time employees who do not have a Monday-through-Friday work
6 schedule:
 - 7 1. When a holiday falls on the employee's scheduled workday, that day
8 will be considered the holiday.
 - 9 2. When a holiday falls on the employee's scheduled day off, the
10 agency will treat the employee's workday before or after as the
11 holiday.
 - 12 3. An employee may request an alternate day off as their holiday as
13 long as the requested day off falls within the same pay period as the
14 holiday. The Employer may approve or disapprove the request.
- 15 E. The holiday for night shift employees whose work schedule begins on one
16 calendar day and ends on the next will be determined by the agency. It will
17 start either at:
 - 18 1. The beginning of the scheduled night shift that begins on the
19 calendar holiday; or
 - 20 2. The beginning of the shift that precedes the calendar holiday.
- 21 The decision will be the same for all employees in a facility unless
22 there is agreement to do otherwise between the agency and one (1)
23 or more affected employees, or with the Union, which will constitute
24 agreement of the employees.

1 F. Part-time employees who begin employment before and remain employed
2 after the holiday will be compensated in cash or compensatory time for the
3 holiday in an amount proportionate to the time in pay status during the
4 month to that required for full-time employment.

5 G. Full-time employees who are employed before the holiday and are in pay
6 status for eighty (80) non-overtime or non-standby hours during the month,
7 not counting the holiday or are in pay status for the entire work shift
8 preceding the holiday, will receive compensation for the holiday.
9 Employees who resign or are dismissed or separated before a holiday will
10 not be compensated for holidays occurring after the effective date of
11 resignation, dismissal or separation.

12 H. The holiday work schedules for overtime-eligible shift employees,
13 employed at 24/7 facilities will be posted seven (7) calendar days prior to
14 the holiday. Changes to the schedule will be updated and posted as known.

15 **10.3 Personal Holidays**

16 An employee may select one (1) workday as a personal holiday during the calendar
17 year if the employee has been or is scheduled to be continuously employed by the
18 state for at least four (4) months.

19 A. An employee who is scheduled to work less than six (6) continuous months
20 over a period covering two (2) calendar years will receive only one (1)
21 personal holiday during this period.

22 B. The Employer will release the employee from work on the day selected as
23 the personal holiday, provided:

- 1 1. The employee has given at least fourteen (14) calendar days' written
2 notice to the supervisor. However, the employee and supervisor may
3 agree upon an earlier date, and
- 4 2. The number of employees selecting a particular day off does not
5 prevent the agency from providing continued public service.
- 6 C. Personal holidays must be taken during the calendar year or the entitlement
7 to the day will lapse, except that the entitlement will carry over to the
8 following year when an otherwise qualified employee has requested a
9 personal holiday and the request has been denied.
- 10 D. Agencies may establish qualifying policies for determining which of the
11 requests for a particular date will or will not be granted when the number of
12 requests for a personal holiday would impair operational necessity.
- 13 E. Part-time employees who are employed during the month in which the
14 personal holiday is taken will be compensated for the personal holiday in
15 an amount proportionate to the time in pay status during the month to that
16 required for full-time employment.
- 17 F. A personal holiday for full-time employees will be equivalent to their work
18 shift on the day selected for personal holiday absence.
- 19 G. Part or all of a personal holiday may be donated as shared leave, in
20 accordance with [Article 14](#), Shared Leave. Any portion of a personal
21 holiday that remains or is returned to the employee, will be taken in one (1)
22 absence, not to exceed the work shift on the day of the absence, subject to
23 the request and approval as described in Subsections 10.3 B, C, and D
24 above.

1 H. Upon request, an employee will be approved to use part or all of their
2 personal holiday for:

3 1. The care of family members as required by the Family Care Act,
4 [WAC 296 -130](#);

5 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
6 and in accordance with [Article 18.14](#); Military Family Leave or

7 3. Leave as required by the Domestic Violence Leave Act, [RCW](#)
8 [49.76](#).

9 Any portion of a personal holiday that remains will be taken by the
10 employee in one (1) absence, not to exceed the work shift on the day of the
11 absence, subject to request and approval as described in [Subsections 10.3](#)
12 B, C, and D above.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 11
VACATION LEAVE

[*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum](#)

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

11.2 Vacation Leave Credits

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

11.3 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in [Section 11.4](#), below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)

During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

1

2 **11.5 Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind,**
3 **Center for Deaf and Hard of Hearing Youth; and Department of**
4 **Corrections)**

5 A. Employees, except for LPN's working at Yakima Valley School, who work
6 in operations that are twenty-four (24) hours, seven (7) days a week, may
7 submit in writing to their supervisor their preferences for different segments
8 of vacation for the period March 1 of the current year through the end of
9 February of the next year. LPN's who work at Yakima Valley School may
10 submit in writing to their supervisor their preferences for different segments
11 of vacation for the period

12 May 1 of the current year through the end of April of the next year. The
13 Employer will compile and post a vacation leave schedule. Employees on
14 this schedule will have priority and will be granted vacation leave at the
15 times specified, if possible.

16 B. Employees will not be granted more than four (4) segments during the
17 annual vacation scheduling process. In the event that two (2) or more

1 employees request the same vacation period and the supervisor must limit
2 the number of people who may take vacation leave at one time due to
3 business needs and work requirements, preference will be determined by
4 seniority for up to four (4) segments of vacation. A “segment” is three (3)
5 or more contiguous days of vacation leave except that the denial of one (1)
6 or more days within a requested segment shall not result in the remaining
7 approved days counting as more than one (1) segment. Should any portion
8 of a segment that was originally denied due to the business needs or work
9 requirements become available, it will first be awarded by seniority to those
10 who were originally denied.

11 C. In addition to vacation leave approved in [Subsection 11.5](#) B above,
12 employees may request vacation leave at any time on a first come, first
13 served basis. Approval of supplemental requests will take into consideration
14 the annual vacation leave schedule, which will take precedence, as well as
15 operational needs. . [If a written supplemental request is denied because of
16 operational needs, the employee will be notified of the specific reason/s for
17 the denial in writing.](#)

18 D. Employee Initiated Cancellations
19 Employee requested cancellations of any portion of an approved scheduled
20 vacation segment must be submitted in writing no later than fourteen (14)
21 calendar days in advance of their scheduled vacation. The request is subject
22 to approval by the Employer.

23 **11.6 Department of Corrections Re-entry Centers – Vacation Scheduling**

24 A. Employees who work in operations that are twenty-four (24) hours, seven
25 (7) days a week, may submit in writing to their supervisor their preferences
26 for different segments of vacation for the period March 1 of the current year
27 through the end of February of the next year. Such requests must be
28 submitted no later than February 1. The Employer will compile and post a

1 vacation leave schedule. Employees on this schedule will have priority and
2 will be granted vacation leave at the times specified, if possible.

3 B. Employees will be granted no more than four (4) segments during the
4 annual vacation scheduling process. In the event that two (2) or more
5 employees request the same vacation period and the supervisor must limit
6 the number of people who may take vacation leave at one time due to
7 business needs and work requirements, preference will be determined by
8 seniority for up to four (4) segments of vacation. A “segment” is three (3)
9 or more contiguous days of vacation leave.

10 C. In addition to vacation leave approved in [Subsection 11.6](#) B above,
11 employees may request vacation leave at any time on a first come, first
12 served basis. Approval of supplemental requests will take into consideration
13 the annual vacation leave schedule, which will take precedence, as well as
14 operational needs.

15 D. Employee Initiated Cancellations

16 1. Employee requested cancellations of any portion of an approved
17 scheduled vacation segment must be submitted in writing no later
18 than fourteen (14) calendar days in advance of their scheduled
19 vacation. The request is subject to approval by the Employer.

20 2. The Employer will post the newly available vacation segment for
21 seven (7) calendar days to allow employees to express written
22 interest in the segment. If two (2) or more employees express an
23 interest in the vacation segment, it will be awarded to the most senior
24 employee.

25 **11.7 Vacation Scheduling for All Employees**

26 A. Vacation leave will be charged in one-tenth (1/10) of an hour increments.

1 B. When considering requests for vacation leave, the Employer will take into
2 account the desires of the employee but may require that leave be taken at
3 a time convenient to the employing office or department.

4 C. Except as provided for in [Sections 11.5](#) and [11.6](#), the Employer will
5 respond to employee vacation leave requests as soon as possible but,
6 no later than ten (10) calendar days from the date of the request. If
7 the Employer fails to respond within ten (10) calendar days, the
8 employee may notify the local Human Resources Office.

9 D. Vacation leave for religious observances may be granted to the
10 extent agency or program requirements permit.

11 E. Employees will not request or be authorized to take scheduled
12 vacation leave if they would not have sufficient vacation leave
13 credits to cover the absence at the time the leave would commence.

14 F. When two (2) or more employees submit a request on the same day
15 for the same vacation days off, if the Employer approves leave, it
16 will be based on seniority. The Employer will consider the required
17 skills and abilities needed to meet business needs. Previously
18 approved leave will not be cancelled in order to grant leave to a
19 senior employee.

20 **11.8 Family Care**

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

23 **11.9 Military Family Leave**

24 Employees may use vacation leave for leave as required by the Military Family
25 Leave Act, [RCW 49.77](#) and in accordance with [Section 18.14](#), Military Family
26 Leave.

1 **11.10 Domestic Violence Leave**

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

4 **11.11 Vacation Cancellation – Employer Initiated**

5 Should the Employer be required to cancel scheduled vacation leave because of an
6 emergency or exceptional business needs, affected employees [will be notified of](#)
7 [the reason/s for the cancellation in writing and](#) may select new vacation leave from
8 available dates. In addition, in those cases where an employee will not have
9 sufficient vacation leave to cover the absence at the time it is scheduled to
10 commence, the Employer may cancel the approved vacation or authorize leave
11 without pay.

12 **11.12 Vacation Leave Maximum**

13 Employees may accumulate maximum vacation balances not to exceed the
14 statutory limits in accordance with [RCW 43.01.040](#) (currently two hundred-eighty
15 (280) hours). However, there are two (2) exceptions that allow vacation leave to
16 accumulate above the maximum:

17 A. If an employee's request for vacation leave is denied by the Appointing
18 Authority or designee, and the employee has not exceeded the vacation
19 leave maximum (**currently two hundred-eighty (280) hours**), the Employer
20 shall grant an extension for each month that the Employer defers the
21 employee's request for vacation leave.

22 B. An employee may also accumulate vacation leave days in excess of the
23 statutory limit (**currently two hundred-eighty (280) hours**) as long as the
24 employee uses the excess balance prior to their anniversary date. Any leave
25 in excess of the maximum that is not deferred in advance of its accrual as
26 described above, will be lost on the employee's anniversary date.

1 **11.13 Separation**

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

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

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

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

ARTICLE 12
SICK LEAVE

12.1 Sick Leave Accrual

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

12.2 Sick Leave Use

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

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

B. Care of family members as allowed under [RCW 49.46.210](#) and as required by the Family Care Act, [WAC 296-130](#). ~~Family member is defined to include:~~

1. Family member means a child, grandchild, grandparent, parent, sibling, or spouse as defined in 12.2 B.6, of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

1 2 Child means, ~~including a~~ biological, adopted, or foster child,
2 stepchild, a child's spouse, as defined in 12.2 B.6 or for whom the
3 employee stands in loco parentis, is a legal guardian or is de facto
4 parent, regardless of age or dependency status;

5 ~~23.~~ Grandchild means a child of the employee's child as defined in
6 12.2B.2 above.

7 4. Grandparent means a parent, as defined in 12.2 B.2 above of the
8 employee's parent.

9 5. Parent means ~~B~~biological, adoptive, de facto, or foster parent,
10 stepparent, or legal guardian of an employee or the employee's
11 spouse, as defined in 12.2 B.6 ~~or registered domestic partner~~, or a
12 person who stood in loco parentis when the employee was a minor
13 child;

14 ~~63.~~ Spouse means an individual to whom the employee is married or is
15 a state registered domestic partner as defined by RCW 26.60.

16 ~~4. Registered domestic partner as defined by RCW 26.60;~~

17 ~~5. Grandparent;~~

18 ~~6. Grandchild; or~~

19 ~~7. Sibling.~~

20 C. Qualifying absences for Family and Medical Leave (Article 15).

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

23 E. When an employee's place of business has been closed by order of a public
24 official for any health-related reason as defined in WAC 296-128-600, or

1 when an employee's child's school or place of care has been closed for ~~such~~
2 a health-related reason or after the declaration of an emergency by a local
3 or state government or agency, or by the federal government. ~~Health-related~~
4 ~~reason, as defined in WAC 296-128-600 (8), means a serious public health~~
5 ~~concern that could result in bodily injury or exposure to an infectious agent,~~
6 ~~biological toxin, or hazardous material.~~ Health-related reason does not
7 include closure for inclement weather.

8 F. Preventative health care appointments of household members, up to one (1)
9 day for each occurrence, when the employee attends the appointment, if
10 arranged in advance with the Employer. A household member is defined as
11 persons who reside in the same household who have reciprocal duties to and
12 do provide financial support for one another. This term does not include
13 persons sharing the same house when the living style is primarily that of a
14 dormitory or commune.

15 G. To attend a medically-related interdisciplinary meeting necessary for the
16 planning and care of a minor/dependent child who requires coordinated care
17 of services in the home or school setting.

18 H. When an employee is absent from work to be with member(s) of the
19 employee's household who experience an illness or injury.

20 I. Sick leave use for bereavement is limited to five (5) days, or more, if
21 approved by the Employer. This applies to the family member list as
22 identified in Subsection 12.2 B and also the relative list as identified in
23 Subsection 17.7 F and below.

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

1 J. Leave for Family Military Leave as required by [RCW 49.77](#) and in
2 accordance with [Section 18.14](#), Military Family Leave.

3 K. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

4 **12.3 Use of Compensatory Time, Exchange Time, Vacation Leave, Personal Leave**
5 **Day or Personal Holiday for Sick Leave Purposes**

6 The Employer will allow an employee to use compensatory time, exchange time,
7 personal holiday, personal leave day or vacation leave for sick leave purposes. An
8 employee may be denied the ability to use compensatory time, exchange time,
9 personal holiday, personal leave day, or vacation leave for sick leave purposes if
10 the employee has documented attendance problems. All compensatory time,
11 exchange time, personal holiday, personal leave day or vacation leave requests for
12 sick leave purposes will indicate that the compensatory time, exchange time,
13 personal holiday, personal leave day or vacation leave is being requested in lieu of
14 sick leave. For full-time employees a personal holiday or personal leave day must
15 be used in full shift increments. For part-time employees the use of a personal
16 holiday for sick leave purposes will be calculated in accordance with [Subsection](#)
17 [10.3 E](#) and the use of a personal leave day for sick leave purposes will be calculated
18 in accordance with [Subsection 17.9 D](#).

19 **12.4 Restoration of Vacation Leave**

20 When a condition listed in [Subsection 12.2 A](#), arises while the employee is on
21 vacation leave, the employee will be granted accrued sick leave, in lieu of the
22 approved vacation leave, provided that the employee requests such leave within
23 fourteen (14) calendar days of their return to work. The equivalent amount of
24 vacation leave will be restored. The supervisor may require a written medical
25 certificate.

26 **12.5 Sick Leave Reporting, Certification and Verification**

27 A. An employee must promptly notify their supervisor on the first day of sick
28 leave and each day after, unless there is mutual agreement to do otherwise.

1 B. Call in for all Employees in a Position Requiring Relief, excluding the
2 Special Commitment Center

3 If the employee is in a position where a relief replacement is necessary, the
4 employee will make every effort to notify their supervisor as soon as
5 practicable but, not less than one and one-half (1-1/2) hours prior to their
6 scheduled time to report to work (excluding leave taken for emergencies in
7 accordance with the Domestic Violence Leave Law, [RCW 49.76](#)).

8 C. Call in for all Special Commitment Center Employees in a Position
9 Requiring Relief

10 If the employee is in a position where a relief replacement is necessary, the
11 employee will make every effort to notify their supervisor as soon as
12 practicable but, not less than two (2) hours prior to their scheduled time to
13 report to work (excluding leave taken for emergencies in accordance with
14 the Domestic Violence Leave law).

15 D. Sick Leave Abuse

16 When the Employer suspects sick leave abuse and notifies the employee,
17 they will be given reasons for that suspicion and may be required to provide
18 a written medical certificate for any sick leave absence. The Employer will
19 not require continuous medical verification for longer than seven (7) months
20 as a result of the Employer suspecting abuse.

21 The Employer will not adopt or enforce any policy that counts the use of
22 sick leave for an authorized purpose as an absence that may lead to or result
23 in discipline. An authorized purpose is sick leave used in accordance with
24 the terms and conditions of this Agreement, ~~and~~ Agency Policy [and RCW](#)
25 [49.46.210](#). The Employer will not discriminate or retaliate against an
26 employee for the use of paid sick leave.

27 E. An employee returning to work after any sick leave absence may be
28 required to provide written certification from their health care provider that

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

3 If medical certification or verification is required for employees in
4 overtime-eligible positions, it shall be in accordance with the provisions of
5 [RCW 49.46.210](#), [WAC 296-128](#), and this Agreement.

6 **12.6 Carry Forward and Transfer**

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

13 **12.7 Sick Leave Annual Cash Out**

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

- 16 A. Their sick leave balance at the end of the previous calendar year exceeds
17 four hundred-eighty (480) hours;
- 18 B. The converted sick leave hours do not reduce their previous calendar year
19 sick leave balance below four hundred-eighty (480) hours; and
- 20 C. They notify their payroll office by January 31 that they would like to convert
21 their sick leave hours earned during the previous calendar year, minus any
22 sick leave hours used during the previous year, to cash.

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

1 **12.8 Sick Leave Cash Out for Retirement or Death**

2 At the time of retirement from state service or at death, an eligible employee or the
3 employee's estate will receive cash for their total sick leave balance on a one (1)
4 hour for four (4) hours basis. For the purposes of this Section, retirement will not
5 include "vested out of service" employees who leave funds on deposit with the
6 retirement system.

7 **12.9 Reemployment**

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

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 13

2

VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

3 In accordance with state and federal law, agencies and employees in bargaining units may
4 agree to form Voluntary Employees' Beneficiary Association (tax-free medical spending
5 accounts) funded by the retiree's sick leave cash out. Voluntary Employees' Beneficiary
6 Association of employees covered by this Agreement will be implemented only by written
7 agreement with the Union.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 14
SHARED LEAVE

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- 14.1** A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:
1. Called to service in the uniformed services;
 2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
 3. A victim of domestic violence, sexual assault, or stalking; or
 4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
 5. Sick or temporarily disabled because of pregnancy disability; or
 6. Taking parental leave to bond with their newborn, adoptive or foster child.
 7. A current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), and is attending medical appointments or treatments for a service connected injury or disability; or
 8. A spouse of a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments.
- B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday.

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

3 1. “Domestic violence” means physical harm, bodily injury, assault, or
4 the infliction of fear of imminent physical harm, bodily injury, or
5 assault, between family or household members as defined in [RCW](#)
6 [10.99.020](#); sexual assault of one family or household member by
7 another family or household member; or stalking as defined in [RCW](#)
8 [9A.46.110](#) of one family or household member by another family or
9 household member.

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

13 3. Employee’s “family member” is defined to include:

14 a. Child, including biological, adopted, or foster child,
15 stepchild, grandchild, or any child for whom the employee
16 stands in loco parentis, is a legal guardian or is de facto
17 parent, regardless of age or dependency status;

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

22 c. Spouse;

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

24 e. Grandparent; or

25 f. Sibling.

- 1 4. “Household members” are defined as persons who reside in the
2 same home who have reciprocal duties to and do provide financial
3 support for one another. This term will include foster children and
4 legal wards even if they do not live in the household. The term does
5 not include persons sharing the same general house, when the living
6 style is primarily that of a dormitory or commune.
- 7 5. “Service in the uniformed services” means the performance of duty
8 on a voluntary or involuntary basis in a uniformed service under
9 competent authority and includes active duty, active duty for
10 training, initial active duty for training, inactive duty training, full-
11 time national guard duty including state-ordered active duty, and a
12 period for which a person is absent from a position of employment
13 for the purpose of an examination to determine the fitness of the
14 person to perform any such duty.
- 15 6. “Severe” or “extraordinary” condition is defined as serious or
16 extreme and/or life threatening.
- 17 7. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
- 18 8. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
- 19 9. “Uniformed services” means the armed forces, the army national
20 guard, and the air national guard of any state, territory,
21 commonwealth, possession, or district when engaged in active duty
22 for training, inactive duty training, full-time national guard duty,
23 state active duty, the commissioned corps of the public health
24 service, the coast guard, and any other category of persons
25 designated by the President of the United States in time of war or
26 national emergency.

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

6 **14.3** An employee may donate vacation leave, sick leave, or personal holiday to another
7 employee only under the following conditions:

8 A. The receiving employee:

- 9 1. Suffers from, or has a relative or household member suffering from,
10 an illness, injury, impairment, or physical or mental condition which
11 is of an extraordinary or severe nature; or
- 12 2. Has been called to service in the uniformed services; or
- 13 3. Has the needed skills to assist in responding to an emergency or its
14 aftermath and volunteers their services to either a governmental
15 agency or to a nonprofit organization engaged in humanitarian relief
16 in the devastated area, and the governmental agency or nonprofit
17 organization accepts the employee's offer of volunteer services;
- 18 4. Is a victim of domestic violence, sexual assault, or stalking; or
- 19 5. Is taking parental leave and/or pregnancy disability leave.
- 20 6. Is a current member of the uniformed services or a veteran as
21 defined under [RCW 41.04.005](#), and is attending medical
22 appointments or treatments for a service connected injury or
23 disability; or
- 24 7. Is a spouse of a current member of the uniformed services or a
25 veteran as defined under [RCW 41.04.005](#), who is attending medical
26 appointments or treatments for a service connected injury or

1 disability and requires assistance while attending appointments or
2 treatments.

3 B. The illness, injury, impairment, condition, call to service, emergency
4 volunteer service, consequence of domestic violence, sexual assault, or
5 stalking, parental leave and/or pregnancy disability leave has caused, or is
6 likely to cause, the receiving employee to:

- 7 1. Go on leave without pay status; or
- 8 2. Terminate state employment.

9 C. The receiving employee's absence and the use of shared leave are justified.

10 D. The receiving employee has depleted or will shortly deplete their:

11 1. Vacation leave, sick leave, compensatory time, personal holiday and
12 personal leave day reserves if the employee qualifies under
13 [Subsection 14.3\(A\)\(1\)](#). The employee is not required to deplete all
14 of their accrued vacation and sick leave and can maintain up to forty
15 (40) hours of vacation leave and forty (40) hours of sick leave;

16 2. Vacation leave and paid military leave allowed under [RCW](#)
17 [38.40.060](#) personal holiday, personal leave day, and compensatory
18 time if the employee qualifies under [Subsection 14.3](#) (A)(2). The
19 employee is not required to deplete all of their accrued vacation
20 leave and paid military leave allowed under [RCW 38.40.060](#) and
21 can maintain up to forty (40) hours of vacation leave and forty (40)
22 hours of military leave;

23 3. Vacation leave, personal holiday, personal leave day and
24 compensatory time if the employee qualifies under [Subsection 14.3](#)
25 (A)(3) or [14.3](#) (A)(4). The employee is not required to deplete all of
26 their accrued vacation leave and can maintain up to forty (40) hours
27 of vacation leave; or

- 1 4. Vacation leave, sick leave, personal holiday, personal leave day and
2 compensatory time if the employee qualifies under [Subsection 14.3](#)
3 (A)(5). The employee is not required to deplete all of their accrued
4 vacation leave and can maintain up to forty (40) hours of vacation
5 leave and forty (40) hours of sick leave; or
- 6 5. Vacation leave, sick leave, and compensatory time if the employee
7 qualifies under [Subsection 14.3](#) (A)(6) or [14.3](#) (A)(7). The employee
8 is not required to deplete all of their accrued vacation leave and can
9 maintain up to forty (40) hours of vacation leave, and forty (40)
10 hours of sick leave.
- 11 E. The agency head or designee permits the leave to be shared with an eligible
12 employee.
- 13 F. The donating employee may donate any amount of vacation leave, provided
14 the donation does not cause the employee’s vacation leave balance to fall
15 below eighty (80) hours. For part-time employees, requirements for
16 vacation leave balances will be prorated.
- 17 G. Employees may donate excess vacation leave that the donor would not be
18 able to take due to an approaching anniversary date.
- 19 H. The donating employee may donate any specified amount of sick leave,
20 provided the donation does not cause the employee’s sick leave balance to
21 fall below one hundred seventy-six (176) hours after the transfer. For
22 purposes of sick leave donation, a day equals the donor’s monthly sick leave
23 accrual.
- 24 I. The donating employee may donate all or part of a personal holiday. Any
25 portion of a personal holiday that is not used will be returned to the donating
26 employee.

1 **14.4** The agency head or designee will determine the amount of donated leave an
2 employee may receive and may only authorize an employee to use up to a
3 maximum of five hundred twenty-two (522) days of shared leave during total state
4 employment. The Employer may authorize leave in excess of five hundred twenty-
5 two (522) days in extraordinary circumstances for an employee qualifying for the
6 program because they are suffering from an illness, injury, impairment or physical
7 or mental condition which is of an extraordinary or severe nature. A non-permanent
8 or on-call employee who is eligible to use accrued leave or personal holiday may
9 not use shared leave beyond the termination date specified in the non-permanent or
10 on-call employee's appointment letter.

11 **14.5** A. The agency head or designee will require the employee to submit, prior to
12 approval or disapproval:

13 1. A medical certificate from a licensed physician or health care
14 practitioner verifying the severe or extraordinary nature and
15 expected duration of the condition when the employee is qualified
16 under [Subsection 14.3](#) (A)(1);

17 2. A copy of the military orders verifying the employee's required
18 absence when the employee is qualified for shared leave under
19 [Subsection 14.3](#) (A)(2);

20 3. Proof of acceptance of an employee's offer to volunteer for either a
21 governmental agency or nonprofit organization during a declared
22 state of emergency when the employee is qualified for shared leave
23 under [Subsection 14.3](#) (A)(3);

24 4. Verification of the employee's status as a victim of domestic
25 violence, sexual assault or stalking when the employee is qualified
26 for shared leave under [Subsection 14.3](#) (A)(4); or

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

3 **14.9** A. Any shared leave no longer needed or will not be needed at a future time in
4 connection with the original injury or illness or for any other qualifying
5 condition by the recipient, as determined by the agency head or designee
6 will be returned to the donor(s).

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

11 C. The shared leave remaining will be divided among the donors on a prorated
12 basis based on the original donated value and returned at its original donor
13 value and reinstated to each donor's appropriate leave balance. The return
14 will be prorated back based on the donor's original donation. The Employer
15 will return the leave to the original donor in a timely manner and provide
16 that employee an opportunity to use the returned leave in accordance with
17 the leave provisions contained in this collective bargaining agreement.

18 **14.10** If an employee later has a need to use shared leave due to the same condition listed
19 in their previously approved request, the agency head or designee must approve a
20 new shared leave request for the employee.

21 **14.11** All donated leave must be given voluntarily. No employee will be coerced,
22 threatened, intimidated, or financially induced into donating leave for purposes of
23 this program.

24 **14.12** The agency will maintain records that contain sufficient information to provide for
25 legislative review.

26 **14.13** An employee who uses leave that is transferred under this Article will not be
27 required to repay the value of the leave that they used.

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/ 7/10/2024

 /s/ 7/10/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 15
FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY
DISABILITY LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

With the exception of [Section 15.4](#), definitions used in this Article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

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

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

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
2. Personal medical leave due to the employee’s own serious health condition that requires the employee’s absence from work.
3. FML to care for a spouse, son, daughter, parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.
4. FML for a qualifying exigency when the employee’s spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain

1 financial and legal arrangements, attending certain counseling
2 sessions, and attending post-deployment reintegration briefings.

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

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

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

17 B. Entitlement to FML for the care of a newborn child or newly adopted or
18 foster child ends twelve (12) months from the date of birth or the placement
19 of the foster or adopted child.

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

24 D. The FML entitlement period will be a rolling twelve (12) month period
25 measured forward from the date an employee begins FML. Each time an
26 employee takes FML during the twelve (12) month period, the leave will be
27 subtracted from the twelve (12) workweeks of available leave.

- 1 E. The Employer will continue the employee’s existing Employer-paid health
2 insurance, life insurance and disability insurance benefits during the period
3 of leave covered by FML. The employee will be required to pay their share
4 of health insurance, life insurance and disability insurance premiums.
- 5 F. The Employer has the authority to designate absences that meet the criteria
6 of the FML. The use of any paid or unpaid leave (excluding leave for a
7 work-related illness or injury covered by workers’ compensation or assault
8 benefits and compensatory time) for a FML qualifying event will run
9 concurrently with, not in addition to, the use of the FML for that event. An
10 employee, who meets the eligibility requirements listed in [Section 15.1](#),
11 may request FML run concurrently with absences due to work-related
12 illness or injury covered by workers’ compensation, at any time during the
13 absence. Any employee using paid leave for a FML qualifying event must
14 follow the notice and certification requirements relating to FML usage in
15 addition to any notice and certification requirements relating to paid leave.
- 16 G. The Employer may require certification from the employee’s, family
17 members, or the covered service member’s health care provider for the
18 purpose of qualifying for FML.
- 19 H. The Employer will use forms designated by the United States Department
20 of Labor in the administration of the FMLA.
- 21 I. Personal medical leave or serious health condition leave or serious injury or
22 illness leave covered by FML may be taken intermittently when certified as
23 medically necessary. Employees must make reasonable efforts to schedule
24 leave for planned medical treatment so as not to unduly disrupt the
25 Employer’s operations. Leave due to qualifying exigencies may also be
26 taken on an intermittent basis.

1 J. Upon returning to work after the employee's own FML qualifying illness,
2 the employee will be required to provide a fitness for duty certificate from
3 a health care provider.

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

8 **15.2 Parental Leave**

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

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

20 **15.3 Pregnancy Disability Leave**

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

23 B. Pregnancy disability leave will be granted for the period of time that an
24 employee is sick or temporarily disabled because of pregnancy and/or
25 childbirth. An employee must submit a written request for disability leave
26 due to pregnancy and/or childbirth in accordance with agency policy. An
27 employee may be required to submit medical certification or verification for
28 the period of the disability. Such leave due to pregnancy and/or childbirth

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

5 **15.4 Washington Paid Family and Medical Leave Program**

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

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

14 C. The employee may use sick leave, personal holiday compensatory time,
15 vacation leave, personal leave day or bereavement leave as a supplemental
16 benefit while receiving a partial wage replacement for paid family and/or
17 medical leave under the Washington State Paid Family and Medical Leave
18 Insurance Program, [Title 50A RCW](#). The employer may require verification
19 that the employee has been approved to receive benefits for paid family
20 and/or medical leave under [Title 50A RCW](#) before approving leave as a
21 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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 16

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

16.1 If the Employer decides that a state office or work location is non-operational or inaccessible, due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster or other emergency circumstances, the following will apply:

- A. Non-emergency employees will be released with no loss of pay during the disruption of services, unless;
- B. Non-emergency employees are eligible and assigned to telework or are able to be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services;
or
- C. At the discretion of the Employer, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with [Section 34.6](#) of [Article 34](#), Layoff and Recall, of this Agreement.

The Employer will notify employees of any non-operational or in-accessible state offices or work locations via hotlines, websites, and other methods in accordance with agency practice. When determining whether a work location is operational and/or whether it is reasonable to assign employees to another work location in accordance with Section B above, the Employer may take into consideration the recommendations of public safety and transportation officials.

16.2 If a work location remains fully operational but an employee is unable to physically report to work, remain at work or telework due to, conditions caused by severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

- 1 A. Any earned compensatory time or previously accumulated exchange time.
- 2 B. Any accrued vacation leave.
- 3 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar
- 4 year.
- 5 D. Leave without pay.

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

10 Employees who report to work late because of conditions caused by severe
11 inclement weather or a natural disaster will be allowed up to one (1) hour of paid
12 time (up to two (2) hours for employees who work at the Special Commitment
13 Center [SCC] on McNeil Island). If the Employer suspects abuse, the Appointing
14 Authority may deny an employee up to one (1) hour (or two (2) hours for SCC
15 employees) of paid time.

16 **16.3** If the Director or Secretary or designee of an agency determines a state office or
17 work location is non-operational after the work shift has begun, employees will be
18 released for the balance of the day without loss of pay. An employee who was
19 unable to report to work due to conditions caused by severe inclement weather or a
20 natural disaster and is on leave in accordance with [Section 16.2](#) of this Article, will
21 be compensated for the balance of their work shift remaining after the
22 determination that the state office or work location is non-operational and will not
23 be charged leave for that time. An employee who is on approved leave for reasons
24 other than conditions caused by severe inclement weather or a natural disaster will
25 not have their leave restored.

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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/ 8/22/2024

 /s/ 8/21/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **ARTICLE 17**
2 **MISCELLANEOUS PAID LEAVES**

3 **17.1** Employees will be allowed paid leave, during scheduled work time:

4 A For examinations or interviews for state employment, when approved in
5 advance;

6 B. To receive assessment through the Employee Assistance Program, when
7 approved in advance;

8 C. To serve as a member of a jury, as specifically provided below in [Section](#)
9 [17.4](#);

10 D. To appear in court or administrative hearing, as specifically provided below
11 in [Section 17.5](#);

12 E. For life-giving procedures, blood, platelet and fluid donations when
13 approved in advance;

14 F. For bereavement leave, as specifically provided below in [Section 17.7](#);

15 G. For military leave, as specifically provided below in [Section 17.8](#); or

16 H. To serve as a member of the Union collective bargaining team as provided
17 in [Section 39.13](#), ~~Master~~[Collective Bargaining](#) Agreement Negotiations.

18 I. For Vaccine Leave, as specifically provided for below in Subsection 17.10

19 J. For Wildfire Disaster Leave. As specifically provided for below in
20 Subsection 17.11

21 **17.2 Examinations/Interviews**

22 When approved, employees will receive paid leave for attendance at examinations
23 or interviews for state employment. Leave may include reasonable travel time.

1 **17.3 Employee Assistance Program**

2 When approved, employees will receive paid leave for up to three (3) visits for
3 assessment through the Employee Assistance Program. Leave may include
4 reasonable travel time.

5 **17.4 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 a jury duty summons and will cooperate in requesting a
9 postponement of service if warranted by business demands. If selected to be on a
10 jury, employee-requested schedule changes will be approved, if possible, to
11 accommodate jury duty service. If employees are released from jury duty and there
12 are more than two (2) hours remaining on their work shift, they may be required to
13 return to work.

14 **17.5 Witness/Subpoena**

15 Employees will promptly inform the Employer when they receive a subpoena. A
16 subpoenaed employee will receive paid leave, during scheduled work time to
17 appear as a witness in court or administrative hearing, except as provided in Section
18 36.6, Attendance at Meetings, provided:

- 19 A. The employee has been subpoenaed on the Employer's behalf; or
20 B. The subpoena is for a legal proceeding which is unrelated to the personal or
21 financial matters of the employee.

22 **17.6 Life-Giving Procedures, Blood, Platelet and Fluid Donations**

23 A. When approved, employees will receive paid leave, not to exceed thirty (30)
24 working days in a two (2) year period, for participating in life-giving
25 procedures. Such leave shall not be charged against sick leave or annual
26 leave, and use of leave without pay is not required. The Employer may
27 approve additional days through the use of accrued paid leave. "Life-giving
28 procedure" is defined as a medically-supervised procedure involving the

1 testing, sampling, or donation of organs, tissues, and other human body
2 components for the purposes of donation, without compensation, to a person
3 or organization for medically necessary treatments. “Life giving procedure”
4 does not include the donation of blood or plasma. Employees will provide
5 reasonable advance notice and written proof from an accredited medical
6 institution, physician or other medical professional that the employee
7 participated in a life-giving procedure. Agencies may take into account
8 program and staffing replacement requirements in the scheduling of leave
9 for life-giving procedures.

10 B. When approved, employees will receive paid leave, not to exceed five (5)
11 working days in a two (2) year period, for the donation of blood, platelets
12 or fluids, without compensation, to a person or organization for medically
13 necessary treatments. The Employer may approve additional days through
14 the use of accrued paid leave. Employees will provide reasonable advance
15 notice and the Employer may request written proof from an accredited
16 medical institution, physician or other medical professional that the
17 employee participated in the donation procedure. Agencies may take into
18 account program and staffing replacement requirements in the scheduling
19 of leave for these donations.

20 17.7 Bereavement Leave

21 A. An employee is entitled to ~~three-five~~ (35) days of paid bereavement leave if
22 their family member or household member dies or for loss of pregnancy, as
23 defined in subsection F. An employee may request less than ~~three-five~~ (35)
24 days of bereavement leave.

25 B. The Employer may require verification of the family member’s or
26 household member’s death.

27 C. In addition to paid bereavement leave, the Employer may approve an
28 employee’s request to use compensatory time, sick leave, vacation leave,

1 exchange time, their personal holiday or leave without pay for purposes of
2 bereavement and in accordance with this Agreement.

3 D. A family member is defined as:

4 1. Family member means a child, grandchild, grandparent, parent,
5 sibling, or spouse, as defined in 17.7 D.4, of an employee, and also
6 includes any individual who regularly resides in the employee's
7 home or where the relationship creates an expectation that the
8 employee care for the person, and that individual depends on the
9 employee for care. "Family member" includes any individual who
10 regularly resides in the employee's home, except that it does not
11 include an individual who simply resides in the same home with no
12 expectation that the employee care for the individual.

13 2. Child, ~~means a~~including biological, adopted, or foster child,
14 stepchild, a child's spouse, as defined in 17.7 D.4, grandchild, or
15 child who the parent stands in loco parentis, is a legal guardian or is
16 de facto parent, regardless of age or dependency;

17 ~~23.~~ Parent means a bBiological, adoptive, de facto, or foster parent,
18 stepparent, or legal guardian of an employee or the employee's
19 spouse, as defined in 17.7 D.4 ~~or registered domestic partner,~~ or
20 person who stood in loco parentis when the employee was a minor
21 child;

22 ~~34.~~ Spouse; means an individual to whom the employee is married or
23 state registered domestic partner as defined by RCW26.60;

24 ~~4. — Registered domestic partner as defined by RCW 26.60;~~

25 5. Grandparent means a parent, as defined in 17.7 D.3, of the
26 employee's parent ;

1 6. Grandchild means a child of the employee's child, as defined in 17.7

2 D.2. ; ~~or~~

3 7. ~~Sibling.~~

4 E. A household member is defined as persons who reside in the same home
5 who have reciprocal duties to and do provide financial support for one
6 another. This term does not include persons sharing the same house when
7 the living style is primarily that of a dormitory or commune.

8 F. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy
9 of the employee, including as a surrogate, or employee parent-to-be,
10 including through surrogacy or adoption, where the employee would have
11 been the parent.

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

19 **17.8 Military Leave**

20 In accordance with applicable federal and state law, ~~Employees~~ employees will be
21 entitled to military leave with pay not to exceed twenty-one (21) working days
22 during each year, beginning October 1 and ending the following

23 September 30, in order to report for required military duty, when called, or to take
24 part in training or drills including those in the National Guard or state active status.

25 **17.9 Personal Leave**

26 A. An employee may choose one (1) workday as a personal leave day each
27 fiscal year during the life of this Agreement if the employee has been
28 continuously employed for more than four (4) months.

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

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

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

8 C. Personal leave may not be carried over from one fiscal year to the next.

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

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

15 1. The care of family members as required by the Family Care Act,
16 [WAC 296 -130](#).

17 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
18 and in accordance with [Section 18.14](#), Military Family Leave; or

19 3. Leave as required by the Domestic Violence Leave Act, [RCW](#)
20 [49.76](#).

21 17.10 Vaccination Leave

22 An employee will be allowed to take a reasonable amount of leave with pay
23 for the employee to travel and receive the Centers for Disease Control
24 (CDC) recommended vaccine(s) during a declared state of emergency due
25 to a pandemic, if the vaccine is not offered at the workplace. An employer
26 may authorize leave in excess of one day in extraordinary circumstances,
27 such as accommodating travel where the CDC recommended vaccines are
28 unavailable locally. The employer may require that the request for leave be
29 supported by documentation, which may include proof of the vaccination.

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1 17.11 Wildfire Disaster Leave

2 In the event the Governor declares that a state of emergency exists in any
3 area of the state of Washington, Agencies may grant up to twenty-four (24)
4 hours of leave with pay per occurrence to employees who are experiencing
5 extraordinary or severe impacts, such as displacement from their homes
6 temporarily or permanently through evacuation or significant damage or
7 loss.

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

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1 **ARTICLE 18**
2 **LEAVE WITHOUT PAY**

3 **18.1** Leave without pay will be granted for the following reasons:

- 4 A. Family and medical leave ([Article 15](#));
- 5 B. Compensable work-related injury or illness leave ([Article 19](#));
- 6 C. Military leave;
- 7 D. Volunteer firefighting leave—emergencies;
- 8 E. Family military leave;
- 9 F. Domestic violence leave; and
- 10 G. Leave for a reason of faith or conscience ([Section 18.16](#)).

11 **18.2** Leave without pay may be granted for the following reasons:

- 12 A. Educational leave;
- 13 B. Sabbatical;
- 14 C. Child and elder care emergencies;
- 15 D. Governmental service leave;
- 16 E. Citizen volunteer or community service leave;
- 17 F. Conditions applicable for leave with pay;
- 18 G. Seasonal career employment;
- 19 H. Formal collective bargaining leave;
- 20 I. Volunteer firefighting leave—non-emergencies; and
- 21 J. As otherwise provided for in this Agreement.

22 **18.3 Limitations**

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

- 25 A. Compensable work-related injury or illness;
- 26 B. Educational leave;
- 27 C. Governmental service;

- 1 D. Military;
- 2 E. Seasonal career employment leave;
- 3 F. Leave for serious health condition taken under the provisions of [Article 15](#),
- 4 Family and Medical Leave – Pregnancy Disability Leave;
- 5 G. Leave taken voluntarily to reduce the effect of a layoff;
- 6 H. Leave authorized in advance by an Appointing Authority as part of a plan
- 7 to reasonably accommodate a person of disability;
- 8 I. Leave to participate in union activities;
- 9 J. Volunteer firefighting leave; or
- 10 K. Domestic violence leave.

11 **18.4 Returning Employee Rights**

12 Employees returning from authorized leave without pay will be employed in the
13 same position or in another position in the same job classification and the same
14 geographical area, as determined by the Employer, provided that such
15 reemployment is not in conflict with other articles in this Agreement. The employee
16 and the Employer may enter into a written agreement regarding return rights at the
17 commencement of the leave.

18 **18.5 Military Leave**

19 In addition to twenty-one (21) days of paid leave granted to employees for required
20 military duty or to take part in training, or drills including those in the National
21 Guard or active status, unpaid military leave will be granted in accordance with
22 [RCW 38.40.060](#) and applicable federal law. Employees on military leave will be
23 reinstated as provided in [RCW 73.16](#) and applicable federal law.

1 **18.6 Educational Leave**

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

4 **18.7 Sabbatical**

5 Leave without pay may be granted for sabbatical for the purpose of professional
6 employee growth.

7 **18.8 Child and Elder Care Emergencies**

8 Leave without pay may be granted for child and elder care emergencies. In lieu of
9 leave without pay, compensatory time, exchange time or paid leave may also be
10 used for child and elder care emergencies.

11 **18.9 Seasonal Career Employment**

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

14 **18.10 Governmental Service Leave**

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

17 **18.11 Citizen Volunteer or Community Service Leave**

18 Leave without pay may be granted for community volunteerism or service.

19 **18.12 Formal Collective Bargaining Leave**

20 Leave without pay may be granted to participate in formal collective bargaining
21 sessions authorized by [RCW 41.80](#).

22 **18.13 Volunteer Firefighting Leave**

23 A. Leave without pay will be granted for emergencies. Emergencies include
24 when an employee who is a volunteer firefighter is called to duty to respond
25 to a fire, natural disaster or medical emergency. Vacation leave may be
26 substituted for leave without pay for emergencies.

1 B. Leave without pay may be granted for non-emergencies. Non-emergencies
2 may include training, inspections and public outreach activities.

3 **18.14 Military Family Leave**

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

13 **18.15 Domestic Violence Leave**

14 Leave without pay, including intermittent leave, will be granted to an employee
15 who is a victim of domestic violence, sexual assault or stalking. Family members
16 of a victim of domestic violence, sexual assault or stalking will be granted leave
17 without pay to help the victim obtain treatment or seek help. Family member for
18 the purpose of domestic violence leave includes child, spouse, state registered
19 domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), parent, parent-in-
20 law, grandparent or a person the employee is dating. The Employer may require
21 verification from the employee requesting leave in accordance with [RCW 49.76](#).

22 **18.16 Holidays for a Reason of Faith or Conscience**

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

27 A. Leave for holidays for a reason of faith or conscience may only be denied
28 if the employee's absence would impose an undue hardship on the

1 Employer as defined by [WAC 82-56](#) or the employee is necessary to
2 maintain public safety.

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

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

12 D. An employee must give at least fourteen (14) calendar days' written notice
13 to their supervisor. However, the employee and supervisor may agree upon
14 a shorter timeframe.

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

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2 **18.17 Requests – Approval and Denial**

3 Requests for leave without pay will be submitted in writing. The Employer will
4 respond to employee leave without pay requests as soon as possible, but no later
5 than fourteen (14) calendar days. At the request of an employee, the reasons for the
6 denial will be provided in writing.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 19
WORK-RELATED INJURY OR ILLNESS

19.1 Compensable Work-Related Injury or Illness Leave

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

19.2 Assault Benefits

The Employer will follow the provisions of [RCW 72.01.045](#) and agency policy with respect to employees of the Departments of Social and Health Services, Children, Youth, and Families, Natural Resources, and Veterans Affairs who are victims of assault by residents, patients, or juvenile offenders. The Employer will follow the provisions of [RCW 72.09.240](#) and agency policy with respect to employees of the Departments of Corrections and Natural Resources who are victims of assault by offenders. The Employer will follow the provisions of [RCW 47.04.250](#) and agency policy with respect to employees of the Department of Transportation who are the victims of assault by motorists. The Employer will follow the provisions of [RCW 74.04.790](#) and agency policy with respect to child protective, child welfare and adult protective services employees of the Departments of Social and Health Services and Children, Youth, and Families who are victims of assault while in the course of discharging their assigned duties.

19.3 Return-to-Work

The Employer will follow the provisions of [WAC 357-19-525](#), [530](#) and [535](#), and agency policy related to a return-to-work program. The Employer will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in an agency return-to-work program.

1 **19.4 General Provisions**

2 Employees suffering from a work-related injury or illness may be allowed to adjust
3 their schedules to attend any needed therapy or follow-up medical appointments.
4 Employees will not be required to use Family and Medical Leave for work-related
5 illness or injuries covered by workers' compensation or assault benefits.
6 Notwithstanding [Section 18.1](#), of [Article 18](#) Leave Without Pay, the Employer may
7 separate an employee in accordance with [Article 32](#), Reasonable Accommodation
8 and Disability Separation.

9 **19.5 Return to Work for Parks and Recreation Commission – Park Rangers**

- 10 A. A park ranger who becomes temporarily disabled due to a workplace injury
11 or suffers an occupational disease may be eligible to return to work in a
12 modified duty assignment. The assignment may permit the park ranger to
13 work within the classification in a modified capacity at the current rate of
14 salary.
- 15 B. Opportunity for modified duty assignments are limited and are subject to
16 approval and conditioning by the assistant director of operations or
17 designee. Possible assignments will be based upon program needs and the
18 park ranger's limitation(s). Assignments may be denied when a park ranger
19 is deemed not capable of fulfilling all of the requirements of the modified
20 duty assignment, or if the assistant director of operations or designee
21 determines that there is insufficient need for an assignment. The assistant
22 director of operations or designee's decision is final and is not subject to
23 [Article 29](#), Grievance Procedure.
- 24 C. Modified duty assignments must be presented to the assistant director of
25 operations or designee in writing and will only be considered when the
26 request is accompanied by a medical release to work and description of
27 limitations as determined by a licensed physician. If an assignment is
28 available, a written description of the assignment will be provided to the
29 requesting park ranger and to their chain of command and will require a

1 physician's approval that the park ranger is able to perform the modified
2 duties.

3 D. Modified duty assignments do not affect the essential job functions defined
4 by the agency for the classifications covered by the Agreement. Park
5 rangers in modified duty assignments may not exercise the authority of their
6 commission, wear agency uniforms, or drive patrol vehicles unless
7 authorized by the assistant director of operations or designee.

8 E. Non-Work Related Injury or Illness
9 Park rangers who become temporarily disabled due to a non-work-related
10 illness or injury may request a reasonable accommodation to return to work
11 in a modified duty assignment. The cost of the medical evaluations and
12 recommendations will be the park ranger's responsibility. The opportunity
13 for modified duty assignments is limited and is subject to approval and
14 conditioning by the assistant director of operations or designee. The
15 assistant director of operations' decision is final and is not subject to [Article](#)
16 [29](#), Grievance Procedure.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 20 SAFETY AND HEALTH

*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum.

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

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

B. It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with Article 12, Sick Leave, when employees self-report a contagious health condition.

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

1 1. If the Employer requires an employee to get a COVID-19 test, it
2 shall be done on the Employer's time and expense.

3 2. All information disclosed to the Employer during the vaccination
4 verification process will be stored in the employee's confidential
5 medical file only. This information will only be accessed by the
6 Employer on a need-to-know basis.

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

12 34. Any emergency contracting out due to short staffing as a result of
13 not requiring vaccination will supplement and not supplant
14 bargaining unit positions. This provision should not be construed as
15 a waiver of the union's right to receive notice and bargain over
16 contracting out of bargaining unit work in accordance with Articles
17 38 and 45.

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

22 ~~65.~~ The Employer will encourage employees to physically distance and
23 maintain existing physical barriers where possible.

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

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

4 **20.2** The Employer will determine and provide the required safety devices, personal
5 protective equipment and apparel, including those used in the transporting of
6 offenders, patients and/or clients, which employees will wear and/or use. The
7 Employer will provide employees with orientation and/or training to perform their
8 jobs safely. If necessary, training will be provided to employees on the safe
9 operation of the equipment prior to use.

10 **20.3** Each agency will form joint safety committees in accordance with Washington
11 Industrial Safety and Health Act (WISHA) requirements at each permanent work
12 location where there are eleven (11) or more employees.

13 **20.4** Safety committees will consist of employees selected by the Union and
14 Employer-selected members. The number of employees selected by the Union must
15 equal or exceed the number of Employer-selected members. The number of union-
16 designated employee representatives on the committee(s) will be proportionate to
17 the number of employees represented by the Union at the permanent work location.
18 Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee
19 recommendations will be forwarded to the appropriate Appointing Authority for
20 review and action, as necessary. The Appointing Authority or designee will report
21 follow-up action/information to the Safety Committee.

22 In those cases where the Union has attempted to provide union-designated
23 representatives for a safety committee and has been unable to do so, the Union may
24 contact the agency to request assistance in providing notice of safety committee
25 nominations. If the Union is still unable to provide representatives to the Employer,
26 then the Employer and the Union together will hold an election and will appoint
27 those elected representatives. If the Union is still unable to provide representatives
28 to the Employer, the Employer may appoint volunteers who have been elected and
29 are willing to serve until the Union designates safety committee representatives.

- 1 **20.5** The Employer will follow its practices regarding blood-borne pathogens.
- 2 **20.6** When an employee(s) worksite is impacted by a critical incident the Employer will
- 3 provide the employee(s) with an opportunity to receive a critical incident debriefing
- 4 from the Employee Assistance Program or other sources available to the agency.
- 5 **20.7** If the Employer determines employees have been exposed to a serious
- 6 communicable disease in the course of their official duties, the employee may be
- 7 granted paid administrative leave to seek testing and treatment.
- 8 **20.8 Ergonomic Assessments**
- 9 At the request of the employee, the Employer will ensure that an ergonomic
- 10 assessment of the employee's ~~work station~~workstation is completed. Solutions to
- 11 identified issues/concerns will be implemented within available resources.
- 12 **20.9 Air Quality Assessments**
- 13 Air quality concerns brought to the Safety Committee will be evaluated and
- 14 processed in accordance with Section 20.4, above.

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy Spiegel, Director of Advocacy
 WFSE/AFSCME Council 28

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ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

~~*This Article has been modified by an MOU effective September 1, 2023~~

*The provisions of this Article do not apply to the Department of Corrections, see
addendum.

21.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this Agreement. The same will apply to required footwear. The Employer may require an employee to return all provided uniforms and/or footwear upon separation from employment. In those cases where an employee fails to return the provided uniforms and/or footwear, the Employer may deduct the depreciated value of the items from the employee's final pay.

21.2 Tools and Equipment

The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace Employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee's final pay.

1 Employees required by the employer to provide their own tools to perform their
2 work will be eligible for reimbursement for the cost of new and replacement tools
3 up to a maximum of one thousand-two hundred dollars (\$1,200.00) per fiscal year.
4 Reimbursement shall be subject to prior supervisor approval and receipts shall be
5 required.

6 **21.3 Taxability**

7 The Employer will comply with applicable Internal Revenue Service (IRS)
8 regulations regarding taxing of Employer provided items.

9 ~~21.4 Department of Corrections Firearms Training and Ammunition (See~~
10 ~~Addendum A)~~

11 **21.45 Safety Footwear**

12 The Employer will determine the employees that are required to wear safety
13 footwear as essential Personal Protective Equipment (PPE).

14 A. Those employees in the following agencies will receive a biennial
15 allowance of two hundred twenty-five dollars (\$225.00) ~~per pair~~ to be used
16 for the purchase or repair of safety footwear in accordance with agency
17 policy ANSI/OSHA standards and shall include, but not be limited to laces,
18 toe-guards, insoles, and waterproofing.

- 19 • Ecology
- 20 • Department of Agriculture
- 21 • Department of Children, Youth, and Families
- 22 • Department of Enterprise Services
- 23 • Department of Fish and Wildlife
- 24 • Department of Social and Health Services Division

- 1 • Department of Social and Health Services – Eastern State Hospital
- 2 • Department of Social and Health Services – Western State Hospital
- 3 • Department of Social and Health Services – Olympic Heritage
- 4 Behavioral Health Facility
- 5 • Department of Social and Health Services – Lake Burien
- 6 Transitional Care Facility
- 7 • Energy Facility Site Evaluation Council
- 8 • Labor and Industries
- 9 • Secretary of State
- 10 • Utilities and Transportation Commission
- 11 • Department of Veteran Affairs (classes listed in Appendix W)

12 B. Those employees in the following agencies will receive a biennial
13 allowance of two hundred twenty-five dollars (\$225.00) ~~per pair~~ to be used
14 for the purchase or repair of safety footwear in accordance with
15 ANSI/OSHA standards and shall include, but not be limited to laces, toe-
16 guards, insoles, and waterproofing.

- 17 • Department of Transportation

18 Agencies with policies or practices that allow a higher allowance are ~~grandfathered~~
19 legacied for those allowance levels. The process for purchasing safety footwear will
20 follow agency policy or practice. The Appointing Authority or designee may
21 authorize additional safety footwear allowance should boots be damaged or worn
22 out before the next allowance is authorized.

23

1 **21.5 Department of Transportation**

2 For employees performing highway maintenance or facilities activities:

3 A. DOT will provide employees performing these activities a choice of overalls,
4 coveralls, and jeans/pants/shirts, or a combination of all these items, provided:

5 1. A commercial service is available at the employee's work location; and

6 2. The Appointing Authority determines the cost/benefit of this service is
7 appropriate given the employee's working conditions.

8 B. At least annually, employees approved to receive this service will choose the
9 mix of apparel they want to wear each week for the next twelve (12) months.

10 C. An employee is not obligated to wear overalls, coveralls, or jeans/pants/shirts,
11 and can choose to provide their own work apparel.

12 ~~A.~~D. If an employee chooses to provide their own work apparel, they are
13 encouraged to opt out of the commercial apparel to reduce unnecessary costs.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 22
DRUGS, ALCOHOL AND CANNABIS FREE WORKPLACE

*The provisions of this Article do not apply to the Department of Corrections, see addendum.

22.1 All Employees (~~Except Department of Corrections~~)

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

B. Possession of Alcohol, Cannabis or Illegal Drugs

1. The use or possession of alcohol, cannabis or illegal drugs by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

- a. The Agency premises are considered residences, or
- b. The premises or state vehicles are used for the transportation of alcohol, cannabis or illegal drugs pursuant to state law.

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

C. Notification of Prescription, Medical Cannabis and Over-the-Counter Medications

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

1 D. Drug and Alcohol Testing – Safety-Sensitive Functions

2 1. Employees required to have a Commercial Driver’s License (CDL)
3 or to be licensed by the United States Coast Guard, are subject to
4 pre-employment, post-accident, random and reasonable suspicion
5 testing in accordance with the U.S. Department of Transportation
6 rules, Coast Guard Regulations (46 CFR Part 16) or the Federal
7 Omnibus Transportation Employee Testing Act of 1991. The testing
8 shall be conducted in accordance with agency policy.

9 2. In addition, employees who perform other safety-sensitive functions
10 are subject to pre-employment, post-accident, post-firearm shooting
11 incidents, and reasonable suspicion testing, conducted according to
12 agency policy. For purposes of this Article, employees who perform
13 other safety-sensitive functions are those issued firearms and those
14 licensed health care professionals who administer or dispense
15 medications as a part of their job duties.

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

23 E. Reasonable Suspicion Testing – All Employees Performing Safety-
24 Sensitive Functions, and all Department of Transportation, and Washington
25 State Patrol Employees

26 1. Reasonable suspicion testing for alcohol, cannabis or controlled
27 substances may be directed by the Employer for any employee
28 performing safety-sensitive functions or any employee of the

1 Department of Transportation or Washington State Patrol when
2 there is reason to suspect that alcohol, cannabis or controlled
3 substance use may be adversely affecting the employee's job
4 performance or that the employee may present a danger to the
5 physical safety of the employee or another.

6 2. Specific objective grounds must be stated in writing that support the
7 reasonable suspicion. Examples of specific objective grounds may
8 include, but are not limited to:

9 a. Physical symptoms consistent with controlled substance,
10 cannabis and/or alcohol use;

11 b. Evidence or observation of controlled substance, cannabis or
12 alcohol use, possession, sale, or delivery; or

13 c. The occurrence of an accident(s) where a trained manager,
14 supervisor or lead worker suspects controlled substance,
15 cannabis and/or alcohol use may have been a factor.

16 3. Referral

17 Referral for testing will be made on the basis of specific objective
18 grounds documented by a manager, supervisor or lead worker who
19 has attended the training on detecting the signs/symptoms of being
20 affected by controlled substances, cannabis and/or alcohol and
21 verified in person or over the phone by another trained manager,
22 supervisor or lead worker.

23 4. Testing

24 When reasonable suspicion exists, employees must submit to
25 alcohol, cannabis and/or controlled substance testing when required
26 by the Employer. A refusal to test is considered the same as a

1 positive test. When an employee is referred for testing, they will be
2 removed immediately from duty and transportation to the collection
3 site will be provided. The cost of reasonable suspicion testing,
4 including the employee's salary will be paid by the Employer.

5 F. Drug and Alcohol Testing – General

6 For all employees tested in accordance with [Section 22.1](#) D and E above:

7 1. Testing will be conducted in such a way to ensure maximum
8 accuracy and reliability by using the techniques, chain of custody
9 procedures, equipment and laboratory facilities, which have been
10 approved by the U.S. Department of Health and Human Services.
11 Employees in the same agency as the employee being tested will not
12 do collection and processing of samples, excluding law enforcement
13 officers using a breath-testing device. An employee notified of a
14 positive controlled substance and/or cannabis test result may request
15 an independent test of their split sample at the employee's expense.
16 If the test result is negative, the Employer will reimburse the
17 employee for the cost of the split sample test.

18 2. An employee who has a positive test for alcohol, cannabis, and/or a
19 positive controlled substance may be subject to disciplinary action,
20 up to and including dismissal, based on the incident that prompted
21 the testing, including a violation of agency drug and alcohol free
22 workplace policies.

23 G. Training

24 Training will be made available to managers, supervisors, shop stewards,
25 and lead workers. The training will include:

26 1. The elements of the Employer's Drug and Alcohol Free Workplace
27 Program;

- 1 2. The effects of drugs and alcohol in the workplace;
- 2 3. Behavioral symptoms of being affected by controlled substances,
- 3 cannabis and/or alcohol; and
- 4 4. Rehabilitation services available.

5 ~~22.2 — Department of Corrections Employees (See Addendum A)~~

6 **22.23 All Employees – Voluntary Request for Assistance**

7 A. An employee who requests assistance for a drug or alcohol problem will be
8 afforded an opportunity during the thirty (30) days following such request
9 to seek assistance from the Employee Assistance Program or other agency-
10 recognized assistance program. If the assistance is requested prior to the
11 employee providing a sample pursuant to testing, the employee will not be
12 subject to discharge, unless other circumstances warrant such action.

13 B. Assessment and Treatment

14 The employee will be relieved from duty and placed on sick leave, vacation
15 leave, or leave without pay pending completion of any initial chemical
16 dependency assessment and successful completion of any in-patient
17 chemical dependency rehabilitation certified by the Department of Health,
18 Health Services Quality Assurance Division. If the assessment results in a
19 recommendation for an out-patient treatment program, the employee will
20 enter into a return to work agreement before being allowed to return to
21 work. An employee will be discharged if they refuse to participate in or
22 successfully complete any state certified program.

23 C. Return to Work

24 Upon returning to work after entering an out-patient program or
25 successfully completing an in-patient rehabilitation program, the employee

1 will be subject to random testing for a period of one (1) year. If the employee
2 tests positive for drugs/alcohol during this period they will be discharged.

3 D. Release of Information

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

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/ 06/21/2024

/s/ 06/19/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1 **ARTICLE 23**
2 **TRAVEL**

3 *The provisions of this Article do not apply to the Department of Corrections, see
4 addendum.

5 **23.1** Employees required to travel in order to perform their duties will be reimbursed
6 for any authorized travel expenses (e.g., mileage and/or per diem), in accordance
7 with the regulations established by the Office of Financial Management (OFM)
8 and agency policy.

9 **23.2** During the course of conducting official state business, if an employee believes use
10 of their personal vehicle may present a potential threat to the employee's safety,
11 they will discuss appropriate alternatives with their supervisor.

12 **23.3** An employee will not be reimbursed for mileage if they choose to use their personal
13 vehicle when a state vehicle is available unless approved in advance by their
14 Appointing Authority or designee.

15 **23.4** Employees will be provided an opportunity to request a travel advance in
16 accordance with agency policy if assigned to travel for work purposes.

17 **23.5** Unless emergent or mutually agreed to otherwise, employees who are not assigned
18 travel as an essential function will be provided no less than seven (7) calendar days'
19 notice for any travel that requires an overnight stay.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **ARTICLE 24**

2 **MEALS**

3 *The provisions of this Article do not apply to the Department of Corrections, see DOC
4 addendum.

5
6 Department of Social and Health Services – Institutions Bargaining Unit; Department of
7 Children, Youth, and Families – Juvenile Rehabilitation Bargaining Units; School for the
8 Blind; Center for Deaf and Hard of Hearing Youth; Department of Transportation; Utilities
9 and Transportation Commission; Department of Veterans Affairs – Homes only;
10 ~~Department of Corrections – Work Release Facilities;~~ Military Department and the
11 Washington State Patrol

12 **24.1** Except as provided in Section 24.2, meals will be provided in accordance with
13 agency or institution practices.

14 **24.2** Employees purchasing meals in an Employer operated dining hall who are required
15 to return to duty without benefit of finishing the meal will be reimbursed the
16 purchase price of the meal or provided a replacement meal, if available.

17 ~~**24.3 – Department of Corrections – Work Release Facilities**~~

18 ~~Any work release employee working involuntary overtime in excess of two (2)~~
19 ~~hours will be provided meals during the overtime shift.~~

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1 **24.3 Washington State Patrol – Crime Scene Response Team**

2 Any crime scene response team member in travel status as a result of being called
3 to scene is eligible for reimbursement according to Subsection 10.90.10 of the State
4 Administrative and Accounting Manual regardless of meeting the 11-hour rule laid
5 out in section 10.40.50.b.1”

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/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
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Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 25
COMMUTE TRIP REDUCTION AND PARKING

25.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

25.2 Agencies will provide commute trip reduction incentives consistent with agency policies and within available resources.

25.3 During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of July 31, 2010.

25.4 The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#).

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

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

Specifically, travel for the ~~2023-25~~[2025-27](#) contract will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;
2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;

- 1 3. Unlimited Seattle Streetcar trips;
- 2 4. Unlimited King County Water Taxi trips;
- 3 5 Unlimited trips with Kitsap Transit foot (Port Orchard-Bremerton
4 and Annapolis-Bremerton routes) and fast (Bremerton-Seattle and
5 Kingston-Seattle route) ferry services; and
- 6 6. Paratransit services from Kitsap Transit and King County Metro

7 25.6 Van Pool Subsidy

8 A van pool subsidy will be available in the state where a public transit vanpool
9 provider offers a van pool service. Some rural areas may lack a provider. Lack of
10 provider in a region does not disqualify a rider from claiming a van pool benefit. If
11 a rider identifies a van pool that meets a transit agency’s ridership requirements,
12 the transit agency has discretion for providing a van pool service that exceeds its
13 traditional service area.

14 All full-time, part-time, temporary, or non-permanent employees who are benefit
15 eligible and work for an agency that has completed an agreement with WSDOT
16 will be eligible to receive the full subsidy van pool benefit.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 26

2

HOUSING

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26.1 The Employer will continue to follow agency policies and practices regarding

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Employer-provided housing.

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26.2 Parks and Recreation Commission

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A. Employees housed on-site will be allowed to live in a residence in another

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park in accordance with agency policy.

8

B. Employees will have the option to accept Employer provided housing or

9

maintain a personal residence.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
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Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 27
DISCIPLINE

*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum.

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

27.2 Discipline includes oral and written reprimands, reductions in base pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

27.4 The Employer has the authority to determine the method of conducting investigations. The Employer will- notify an employee that they are a subject or witness in an investigation prior to being interviewed. The Employer will make reasonable efforts to complete investigations conducted by the Employer in a timely manner. Upon request by the employee, if an investigation lasts longer than ~~ninety~~ sixty (90/60) days from the date the employee was notified of the investigation, and every thirty (30) days thereafter, the Employer will provide a written explanation to the employee and the designated Union representative of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data), next steps and approximate timeframe for completion. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a written notification that the investigation is completed and that no discipline will be imposed. A traditional element of just cause requires discipline to be imposed in a timely manner in light of the need for thorough investigations.

27.5 Investigatory Interviews

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably

1 believes discipline could result. An employee may also have a union
2 representative at a pre-disciplinary meeting. If the requested representative
3 is not reasonably available, the employee will select another representative
4 who is available. Employees seeking representation are responsible for
5 contacting their representative.

6 B. Department of Social and Health Services

7 An employee who is being interviewed as part of an administrative
8 investigation will be notified in writing prior to the interview if the
9 investigator would like to audio record the interview. The written
10 notification will contain a consent form that the employee will bring to the
11 interview. If an employee does not consent to the recording, the investigator
12 will not discuss the issue of audio recording with the employee. Interviews
13 will be conducted in a professional manner and investigative methods will
14 be consistent with law. No threats or promises will be made to induce an
15 answer.

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

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

25 E. If an investigator requests that an employee sign a statement, the employee
26 may review the statement and submit corrections, if any. The employee will
27 sign the statement to acknowledge its accuracy when no corrections are

1 necessary or when the investigator revises the statement to accept the
2 employee's corrections.

3 F. In accordance with [Subsection 31.6](#) A, adverse material or information
4 related to alleged misconduct that is determined to be false and all such
5 information in situations where the employee has been fully exonerated of
6 wrongdoing will be removed from the employee's personnel file.

7 **27.6 Alternative Assignments**

8 An employee placed on an alternate assignment during an investigation will be
9 informed of the general reason(s) for the alternate assignment, unless it would
10 compromise the integrity of the investigation, and will not be prohibited from
11 contacting their union steward unless there is a conflict of interest, in which case
12 the employee may contact another union steward. This does not preclude the
13 Employer from restricting an employee's access to agency premises. Upon
14 completion of the investigation process(es), the employee will be notified in
15 writing.

16 **27.7 Pre-Disciplinary Meetings**

17 Prior to imposing discipline, except oral or written reprimands, the Employer will
18 inform the employee and the Union staff representative in writing of the reasons
19 for the contemplated discipline, an explanation of the evidence, copies of written
20 documents relied upon to take the action and the opportunity to view other
21 evidence, if any. This information will be sent to the Union on the same day it is
22 provided to the employee. The employee will be provided an opportunity to respond
23 either at a meeting scheduled by the Employer, or in writing if the employee prefers.
24 A pre-disciplinary meeting with the Employer will be considered time worked.
25 Excluding oral and written reprimands, the Union will be provided copies of
26 disciplinary actions.

- 1 **27.8** The Employer will provide an employee with fifteen (15) calendar days' written
2 notice prior to the effective date of a demotion or reduction in pay. If the Employer
3 fails to provide the required notice, the demotion will stand and the employee will
4 be entitled to payment of the difference in the salary for up to fifteen (15) calendar
5 days, which the employee would have worked at the higher level if notice had been
6 given.
- 7 **27.9** The Employer has the authority to impose discipline, which is then subject to the
8 grievance procedure set forth in Article 29, Grievance Procedure. Oral reprimands,
9 however, may be processed only through the agency head step of the grievance
10 procedure.

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/ 9/17/2024

 /s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
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Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 28
PRIVACY AND OFF-DUTY CONDUCT

28.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

28.2 When documents or information in an employee’s personnel, payroll, supervisor or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee’s social security number on any document subject to a public disclosure request prior to its release.

28.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in [RCW 42.52](#), or are detrimental to the employee’s work performance or the program of the agency.

28.4 Reporting of Off-Duty Conduct

Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Appointing Authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their Appointing Authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in WSP will continue to abide by WSP regulations relating to off-duty conduct.

1

2 **28.5** Employees will notify the Employer prior to engaging in any off-duty employment.
3 Employees may engage in off-duty employment that will not interfere with the
4 performance of their duties or result in a conflict of interest.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
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1 **ARTICLE 29**
2 **GRIEVANCE PROCEDURE**

3 *The provisions of this Article do not apply to the Department of Corrections, see DOC
4 addendum.

5 **29.1** The Union and the Employer agree that it is in the best interest of all parties to
6 resolve disputes at the earliest opportunity and at the lowest level. The Union and
7 the Employer encourage problem resolution between employees and management
8 and are committed to assisting in resolution of disputes as soon as possible. In the
9 event a dispute is not resolved in an informal manner, this Article provides a formal
10 process for problem resolution.

11 **29.2 Terms and Requirements**

12 A. Grievance Definition

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

17 B. Filing a Grievance

18 Grievances may be filed in accordance with [Section 29.3](#) by the Union on
19 behalf of an employee or on behalf of a group of employees. If the Union
20 does so, it will set forth the name of the employee or the names of the group
21 of employees. The Union may add an employee to a group grievance who
22 was not included in the original filing if it does so prior to the Step 3 meeting
23 and if the employee is similarly situated to the other grievants. If the Union
24 makes an information request in order to identify additional employees to
25 include in a group grievance and the Employer is unable to respond before
26 the Step 3 meeting, the meeting will be postponed.

1 C. Computation of Time

2 The time limits in this Article must be strictly adhered to unless mutually
3 modified in writing. Days are calendar days, and will be counted by
4 excluding the first day and including the last day of timelines. When the last
5 day falls on a Saturday, Sunday or holiday, the last day will be the next day
6 which is not a Saturday, Sunday or holiday. Transmittal of grievances,
7 appeals and responses will be in writing, and timelines will apply to the date
8 of receipt, not the date of postmarking.

9 D. Failure to Meet Timelines

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

14 E. Contents

15 The written grievance must include the following information:

- 16 1. A statement of the pertinent facts surrounding the nature of the
17 grievance;
- 18 2. The date upon which the incident occurred;
- 19 3. The specific article and section of the Agreement violated;
- 20 4. The steps taken to informally resolve the grievance and the
21 individuals involved in the attempted resolution;
- 22 5. The specific remedy requested;
- 23 6. The name of the grievant; and

1 7. The name and signature of the Union representative.

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

6 F. Modifications

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

9 G. Resolution

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

13 H. Withdrawal

14 A grievance may be withdrawn at any time.

15 I. Resubmission

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

17 J. Pay

18 Release time will be provided to grievants and union stewards in accordance
19 with [Article 36](#), Employee Rights and [Article 39](#), Union Activities.

20 K. Group Grievances

21 No more than five (5) grievants and two (2) union steward and/or staff
22 representative, unless agreed otherwise, will be permitted to attend a single
23 grievance meeting.

1 L. Consolidation

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

4 M. Bypass

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

7 N. Discipline

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

10 O. Grievance Files

11 Written grievances and responses will be maintained separately from the
12 personnel files of the employees.

13 P. Alternative Resolution Methods

14 Any time during the grievance process, by mutual consent, the parties may
15 use alternative methods to resolve a non-disciplinary grievance. If the
16 parties agree to use alternative methods, the time frames in this Article are
17 suspended. If the selected alternative method does not result in a resolution,
18 the Union may return to the grievance process and the time frames resume.
19 Any expenses and fees of alternative methods will be shared equally by the
20 parties.

21 Q. Steward Mentoring

22 With the agreement of the Employer, additional Union stewards will be
23 allowed to observe a management scheduled grievance meeting for the
24 purpose of mentoring and training. The Employer will approve

1 compensatory time, exchange time, vacation leave or leave without pay for
2 the union steward to attend the meeting.

3 **29.3 Filing and Processing**

4 A. Filing

5 1. A non-disciplinary grievance (excluding a non-disciplinary
6 separation grievance or a grievance related to an oral or written
7 reprimand must be filed within twenty-eight (28) days of the
8 occurrence giving rise to the grievance or the date the grievant knew
9 or could reasonably have known of the occurrence. All other
10 disciplinary grievances, non-disciplinary separation grievances,
11 disability separation grievances or grievances related to layoff must
12 be filed within twenty-eight (28) days of the effective date of the
13 discipline, non-disciplinary separation, disability separation or
14 layoff. This twenty-eight (28) day period will be used to attempt to
15 informally resolve the dispute.

16 2. The preferred method of filing a written grievance is by email. The
17 parties acknowledge in some instances access to email is an issue,
18 therefore, grievances may be filed via hard copy.

19 B. Processing

20 **Step 1 – is no longer used**

21 **Step 2 –Appointing Authority or Designee:**

22 If the issue is not resolved informally, the Union may present a written
23 grievance to the Appointing Authority or designee with a copy to the
24 Human Resources Office within the twenty-eight (28) day period described
25 above. The Appointing Authority or designee will meet or confer by
26 telephone with a union steward and/or staff representative and the grievant

1 within fifteen (15) days of receipt of the grievance, and will respond in
2 writing to the Union within fifteen (15) days after the meeting.

3 **Step 3 – Agency Head or Designee:**

4 Except for the Department of Social and Health Services (DSHS), the
5 Department of Children, Youth, and Families (DCYF), Department of
6 Transportation (DOT), and Office of the Attorney General (AGO),if the
7 grievance is not resolved at Step 2, the Union may move it to Step 3 by
8 filing it with the agency head, with a copy to the Human Resources Office,
9 within fifteen (15) days of the Union’s receipt of the Step 2 decision. For
10 the DSHS, DCYF, DOT and AGO, if the grievance is not resolved at Step
11 2 the Union may move it to Step 3 by filing it with the agency’s Labor
12 Relations Office in Olympia, with a copy to the Human Resources Office,
13 within fifteen (15) days of the Union’s receipt of the Step 2 decision. The
14 agency head or designee will meet or confer by telephone with a union
15 steward and/or staff representative and the grievant within fifteen (15) days
16 of receipt of the appeal, and will respond in writing to the Union within
17 fifteen (15) days after the meeting.

18 **[Note: If the agency head is the only Appointing Authority for the**
19 **agency,**

20 **Step 3 will be bypassed.]**

21 **Step 4 – Mediation or Pre-Arbitration Review Meetings:**

22 1. Disciplinary, Non-disciplinary Separation and Disability Separation
23 Grievances

24 If the grievance is not resolved at Step 3, the Union may choose to
25 file a request for mediation with the Public Employment Relations
26 Commission (PERC) in accordance with [WAC 391-55-020](#), with a

1 copy to the OFM State Human Resources Labor Relations Section
2 (LRS) at labor.relations@ofm.wa.gov and the agency's Human
3 Resources Office within thirty (30) days of receipt of the Step 3
4 decision.

5 2. Disciplinary, Non-disciplinary Separation and Disability Separation
6 Grievances Not Moved to Mediation and Non-Disciplinary
7 Grievances (Including Written Reprimands)

8 If the grievance is not resolved at Step 3, the Union may request a
9 pre-arbitration review meeting by filing the written grievance
10 including a copy of all previous responses and supporting
11 documentation with the LRS at labor.relations@ofm.wa.gov with a
12 copy to the agency's Human Resource Office within thirty (30) days
13 of the Union's receipt of the Step 3 decision. Within fifteen (15)
14 days of the receipt of all the required information, the LRS will
15 discuss with the Union:

16 a. If a pre-arbitration review meeting will be scheduled with
17 the LRS, an agency representative, and the Union's staff
18 representative to review and attempt to settle the dispute.

19 b. If the parties are unable to reach agreement to conduct a
20 meeting, the LRS will notify the Union in writing that no
21 pre-arbitration review meeting will be scheduled.

22 Within thirty (30) days of receipt of the request, a pre-arbitration
23 review meeting will be scheduled. The meeting will be conducted at
24 a mutually agreeable time.

25 The proceedings of any mediation or pre-arbitration review meeting
26 will not be reported or recorded in any manner, except for
27 agreements that may be reached by the parties during the course of

1 the mediation or meeting. Statements made by or to the mediator, or
2 by or to any party or other participant in the mediation or meeting,
3 may not later be introduced as evidence, may not be made known to
4 an arbitrator or hearings examiner at a hearing, or may not be
5 construed for any purpose as an admission against interest, unless
6 they are independently admissible.

7 **Step 5 – Arbitration:**

8 If the grievance is not resolved at Step 4, or the LRS notifies the Union in
9 writing that no pre-arbitration review meeting will be scheduled, the Union
10 may file a request for arbitration. The demand to arbitrate the dispute must
11 be filed with the American Arbitration Association (AAA) within thirty (30)
12 days of the mediation session, pre-arbitration review meeting or receipt of
13 the notice no pre-arbitration review meeting will be scheduled.

14 C. Selecting an Arbitrator

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

18 D. Authority of the Arbitrator

- 19 1. The arbitrator will:
- 20 a. Have no authority to rule contrary to, add to, subtract from,
21 or modify any of the provisions of this Agreement;
- 22 b. Be limited in their decision to the grievance issue(s) set forth
23 in the original written grievance unless the parties agree to
24 modify it;

- 1 c. Not make any award that provides an employee with
2 compensation greater than would have resulted had there
3 been no violation of this Agreement;
- 4 d. Not have the authority to order the Employer to modify their
5 staffing levels or to direct staff to work overtime.
- 6 2. The arbitrator will hear arguments on and decide issues of
7 arbitrability before the first day of arbitration at a time convenient
8 for the parties, through written briefs, immediately prior to hearing
9 the case on its merits, or as part of the entire hearing and decision-
10 making process. If the issue of arbitrability is argued prior to the first
11 day of arbitration, it may be argued in writing or by telephone, at the
12 discretion of the arbitrator. Although the decision may be made
13 orally, it will be put in writing and provided to the parties.
- 14 3. The decision of the arbitrator will be final and binding upon the
15 Union, the Employer and the grievant.

16 E. Arbitration Costs

- 17 1. The expenses and fees of the arbitrator, and the cost (if any) of the
18 hearing room, will be shared equally by the parties.
- 19 2. If the arbitration hearing is postponed or cancelled because of one
20 party, that party will bear the cost of the postponement or
21 cancellation. The costs of any mutually agreed upon postponements
22 or cancellations will be shared equally by the parties.
- 23 3. If either party desires a record of the arbitration, a court reporter may
24 be used. If that party purchases a transcript, a copy will be provided
25 to the arbitrator free of charge. If the other party desires a copy of

1 the transcript, it will pay for half of the costs of the fee for the court
2 reporter, the original transcript and a copy.

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

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

12 **29.4 Successor Clause**

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

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/ 8/29/2024

/s/ 8/29/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

30.1 The Employee Assistance Program within the Department of Enterprise Services is responsible for the Employee Assistance Program established in accordance with [RCW 41.04.700](#) through 730. Individual employees' participation in the Employee Assistance Program and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

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

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

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For the Employer

For the Union

/s/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

19

1 **ARTICLE 31**
2 **PERSONNEL FILES**

3 **31.1** There will be one (1) official personnel file maintained by the Employer for each
4 employee. The location of personnel files will be determined by the employing
5 agency. All references to “supervisory file” in this Agreement refer to the file kept
6 by the employee’s first-line supervisor. Additional employee files may include
7 attendance files, payroll files and medical files.

8 **31.2** An employee may examine their own personnel file, supervisory file, attendance
9 file, payroll file, and medical file(s). The Employer will provide access to the file
10 as soon as possible but not more than fourteen (14) calendar days from the date of
11 a request. Review of these files will be in the presence of an Employer
12 representative during business hours, unless otherwise arranged. An employee will
13 not be required to take leave to review these files. Written authorization from the
14 employee is required before any representative of the employee will be granted
15 access to these files. The employee and/or representative may not remove any
16 contents; however, an employee may provide a written rebuttal to any information
17 in the files that they consider objectionable. The Employer may charge a reasonable
18 fee for copying any materials beyond the first copy requested by the employee or
19 their representative.

20 **31.3** A copy of any material to be placed in an employee’s personnel file that might lead
21 to disciplinary action will be provided to the employee. An employee may have
22 documents relevant to their work performance placed in their personnel file.

23 **31.4** Medical files will be kept separate and confidential in accordance with state and
24 federal law.

25 **31.5 Supervisory Files**

26 Supervisory files will be purged of the previous year’s job performance information
27 following completion of the annual performance evaluation, unless circumstances
28 warrant otherwise. Upon request by the employee, the supervisor will share why

1 the materials were not purged. The confidentiality and security of supervisory files
2 will be maintained to the extent allowed or required by law.

3 **31.6 Removal of Documents**

4 A. Adverse material or information related to alleged misconduct that is
5 determined to be false and all such information in situations where the
6 employee has been fully exonerated of wrongdoing will be removed from
7 employee files. However, the Employer may retain this information in a
8 legal defense file and it will only be used or released when required by a
9 regulatory agency (acting in their regulatory capacity), in the defense of an
10 appeal or legal action, or as otherwise required by law.

11 B. Written reprimands will be removed from an employee's personnel file after
12 three (3) years if:

- 13 1. Circumstances do not warrant a longer retention period; and
- 14 2. There has been no subsequent discipline; and
- 15 3. The employee submits a written request for its removal.

16 C. Records of disciplinary actions involving reductions-in-pay, suspensions or
17 demotions, and written reprimands not removed after three (3) years will be
18 removed after five (5) years if:

- 19 1. Circumstances do not warrant a longer retention period; and
- 20 2. There has been no subsequent discipline; and
- 21 3. The employee submits a written request for its removal.

22 D. Performance evaluations will be removed from an employee's personnel
23 file after five (5) years if:

- 24 1. Circumstances do not warrant a longer retention period; and/or

- 1 2. There have been no documented performance deficiencies in a
2 subsequent performance evaluation; and
- 3 3. The employee submits a written request for its removal.
- 4 E. Other material or information of an adverse nature will be removed from an
5 employee's personnel file after three (3) years if:
- 6 1. Circumstances do not warrant a longer retention period; and/or
- 7 2. There have been no documented performance deficiencies in a
8 subsequent performance evaluation; and
- 9 3. The employee submits a written request for its removal.
- 10 F. Nothing in this Section will prevent the Employer from agreeing to an
11 earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- 12 G. Once a discipline, performance evaluation or other document has been
13 removed, or is eligible to be removed from the personnel file as outlined in
14 [Subsections 31.6](#) B, C, D or E above, the information removed will not be
15 used in subsequent disciplinary actions, unless mutually agreed otherwise.

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/ 6/21/2024

 /s/ 6/19/2024

Scott Lyders, Senior Labor Negotiator
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Amy Spiegel, Director of Advocacy
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ARTICLE 32
REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

*The provisions of this Article do not apply to the Department of Corrections, see addendum.

32.1 Reasonable Accommodation

- A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- B. An employee who believes that they ~~suffer~~have a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.
- C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion from a physician or licensed mental health professional of the agency’s choice and at Employer expense. Evidence may be requested from the physician or licensed mental health professional regarding the employee’s limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.

1 D. The Employer will determine whether an employee is eligible for a
2 reasonable accommodation and the final form of any accommodation to be
3 provided. The Employer will attempt to accommodate the employee in their
4 current position prior to looking at accommodations in alternative vacant
5 positions.

6 **32.2 Disability Separation**

7 A. An employee with permanent status may be separated from service when
8 the agency determines that the employee is unable to perform the essential
9 functions of the employee's position due to a mental, sensory or physical
10 disability, which cannot be reasonably accommodated. Determinations of
11 disability may be made by the agency based on an employee's written
12 request for disability separation or after obtaining a written statement from
13 a physician or licensed mental health professional.

14 B. The agency may separate an employee after providing at least fourteen (14)
15 calendar days' written notice when the agency has medical documentation
16 of the employee's disability and has determined that the employee cannot
17 be reasonably accommodated in any available position. The agency may
18 immediately separate an employee that requests separation due to disability.

19 C. An employee separated due to disability will be placed in the General
20 Government Transition Pool Program if they submit a written request to the
21 agency's Human Resources Office for reemployment in accordance with
22 [WAC 357-46-090 through -105](#) and have met the reemployment
23 requirements of [WAC 357-19-475](#).

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1 D. Disability separation is not a disciplinary action. An employee who has been
2 separated because of a disability may grieve their disability separation in
3 accordance with [Article 29](#), Grievance Procedure, unless the separation was
4 at the employee's request.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 33
SENIORITY

*The provisions of this Article do not apply to the Department of Corrections, see DOC
addendum.

33.1 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 but shall not exceed that of a full time
(2,088 hours annually) employee. Actual hours worked includes all
overtime hours and all paid holiday and leave hours, excluding
compensatory time. For purposes of calculating actual hours worked for
part-time and on-call employees, forty (40) hours will equal seven (7) days
of seniority. Leave without pay of fifteen (15) consecutive calendar days or
less will not affect an employee’s seniority. When an employee is on leave
without pay for more than fifteen (15) consecutive calendar days, the
employee’s seniority will not be affected when the leave without pay is
taken for:

1. Military leave or United States Public Health Service;
2. Compensable work-related injury or illness leave;
3. Governmental service leave and leave to enter the Peace Corps, not
to exceed two (2) years and three (3) months;
4. Educational leave, contingent upon successful completion of the
coursework;
5. Leave for service as a volunteer with humanitarian and disaster
relief organizations;
6. Reducing the effects of layoff, and/or

1 7. Leave for Union employment in accordance with [Sections 39.8](#) and
2 [39.10](#), of [Article 39](#), Union Activities.

3 8. Leave authorized by a governor’s proclamation directly related to
4 health and safety.

5 When an employee is on leave without pay for more than fifteen (15)
6 consecutive calendar days and the absence is not due to one of the reasons
7 listed above, the employee’s seniority date will be moved forward in an
8 amount equal to the duration of the leave without pay. Time spent on a
9 temporary layoff or when an employee’s work hours are reduced in
10 accordance with [Section 34.6](#), of [Article 34](#), Layoff and Recall, will not be
11 deducted from the calculation of seniority. Employees who are separated
12 from state service due to layoff and are reemployed within three (3) years
13 of their separation date will not be considered to have a break in service.

14 B. For employees whose positions are assigned to an academic and/or
15 vocational education program or facility that follows the customary public
16 school practice of a less than twelve (12) month school year, the Employer
17 will place the employee on leave without pay for all or part of the time the
18 program or facility is closed for customary school vacations and will not
19 adjust the employee’s seniority date.

20 C. For the purposes of layoffs and recall, a maximum of five (5) years’ credit
21 will be added to the seniority of permanent employees who are veterans or
22 to their surviving spouse or surviving state registered domestic partner as
23 defined by [RCWs 26.60.020](#) and [26.60.030](#), as provided in [RCW 41.06.133](#).

24 **33.2 Ties**

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

27 A. Longest continuous time within their current job classification,

1 1. For positions impacted by the implementation of the IT Professional
2 Structure on July 1, 2019, total continuous time spent in a previously
3 abolished IT classification will be counted if the position number
4 was the same on June 30, 2019 and July 1, 2019.

5 B. Longest continuous time with the agency, and

6 C. By lot.

7 **33.3 Seniority List**

8 The Employer will prepare and post a seniority list. The list will be updated
9 annually and will contain each permanent and non-permanent employee's name,
10 job classification and seniority date. Employees will have fourteen (14) calendar
11 days in which to appeal their seniority date to their Human Resources Office, after
12 which time the date will be presumed correct. A copy of the seniority list will be
13 provided to the Union at the time of posting.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 34 LAYOFF AND RECALL

*The provisions of this Article do not apply to the Department of Corrections, see addendum.

34.1 Definition

Layoff is an Employer-initiated action, taken in accordance with [Section 34.3](#) below, that results in:

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

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

34.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum;
- E. Termination of a project; or
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

1 **34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours**

2 A. Appointing authorities may allow an employee to volunteer to be laid off,
3 take leave without pay or reduce their hours of work in order to reduce
4 layoffs. If it is necessary to limit the number of employees in an agency on
5 unpaid leave at the same time, the Appointing Authority will determine who
6 will be granted a leave without pay and/or reduction in hours based upon
7 staffing needs.

8 B. Appointing authorities will allow an employee in the same job classification
9 and location where layoffs will occur to volunteer to be laid off provided
10 that the employee is in a position requiring the same skills and abilities, as
11 defined in [Section 34.8](#), as a position subject to layoff. Any volunteer for
12 layoff shall have no formal or informal options. In those situations where
13 an employee has volunteered to be laid off, the Employer will designate the
14 separation of employment as a layoff for lack of work and/or lack of funds.

15 C. If the Appointing Authority accepts the employee’s voluntary request for
16 layoff, the employee will submit a non-revocable letter stating they are
17 accepting a voluntary layoff from state service.

18 D. Employees who volunteer to be laid off may request to participate in the
19 General Government Transition Pool Program and/or have their names
20 placed on the layoff lists for the job classifications in which they held
21 permanent status, regardless of a break in service.

22 **34.5 Non-Permanent and Probationary Employees**

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

1 **34.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

2 A. The Employer may temporarily reduce the work hours of an employee to
3 no less than twenty (20) per week due to an unanticipated loss of funding,
4 revenue shortfall, lack of work, shortage of material or equipment, or other
5 unexpected or unusual reasons. Employees will normally receive notice of
6 seven (7) calendar days of a temporary reduction of work hours. The notice
7 will specify the nature and anticipated duration of the temporary reduction.

8 B. The Employer may temporarily layoff an employee for up to thirty (30)
9 calendar days due to an unanticipated loss of funding, revenue shortfall,
10 lack of work, shortage of material or equipment, or other unexpected or
11 unusual reasons. Employees will normally receive notice of seven (7)
12 calendar days of a temporary layoff. The notice will specify the nature and
13 anticipated duration of the temporary layoff.

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

- 16 1. Be paid any leave balance if the layoff was due to the lack of funds.
17 2. Bump to any other position, or
18 3. Be placed on the layoff list.

19 D. A temporary reduction of work hours or layoff being implemented as a
20 result of lack of work, shortage of material or equipment, or other
21 unexpected or unusual reason will be in accordance with seniority, as
22 defined in [Article 33](#), Seniority, among the group of employees with the
23 required skills and abilities as defined in [Section 34.8](#), in the job
24 classification at the location where the temporary reduction in hours or
25 layoff will occur.

26 E. A temporary reduction of work hours or layoff will not affect an employee's
27 holiday compensation, periodic increment date or length of review period,

1 and the employee will continue to accrue vacation and sick leave credit at
2 their normal rate.

3 **34.7 Layoff Units**

4 A. A layoff unit is defined as the geographical entity or administrative/
5 organizational unit in each agency used for determining available options
6 for employees who are being laid off.

7 B. The layoff unit(s) for each agency covered by this Agreement are described
8 in Appendix C, Layoff Units.

9 **34.8 Skills and Abilities**

10 Skills and abilities are documented criteria found in license/certification
11 requirements, federal and state requirements, position descriptions or, bona fide
12 occupational qualifications approved by the Human Rights Commission that have
13 been identified at least three (3) months prior to the layoff. In no case will the skills
14 and abilities required in layoff be more restrictive than those required when filling
15 positions. For employees who held permanent status in IT classes that were
16 abolished, an employee's work history and completed IT Assessment Form will
17 also be considered in determining skills and abilities.

18 **34.9 Formal Options**

19 A. Employees will be laid off in accordance with seniority, as defined in
20 [Article 33](#), Seniority, among the group of employees with the required skills
21 and abilities, as defined in [Section 34.8](#), above.

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

24 1. A funded vacant position for which the employee has the skills and
25 abilities, within their current job classification.

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

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

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

16 B. For multi-employee layoffs, more than one (1) employee may be offered
17 the same funded, vacant or filled position. In this case, the most senior
18 employee with the skills and abilities who accepts the position will be
19 appointed. Appointments will be made in descending order of seniority of
20 employees with the skills and abilities of the position(s).

21 C. If a job classification in which an employee has previously held status has
22 been abolished or revised, a crosswalk to the class series will be used to
23 identify any layoff option(s). The employee must have the skills and
24 abilities of any identified position. For employees who held permanent
25 status in IT classes that were abolished a completed IT Assessment form
26 will be used to identify available layoff options within the IT professional
27 structure.

1 D. Employees who are laid off may request to have their name placed on the
2 layoff lists for the job classifications in which they have held permanent
3 status, regardless of a break in service.

4 E. If the Employer elects to implement all the stages of a layoff on a single
5 effective date, and an employee accepts their formal option and then
6 subsequently declines the option prior to the effective date of the layoff, the
7 Employer will amend the formal option of any employee who is affected by
8 this declination.

9 F. For employees in the IT Professional Structure, layoff options within the
10 layoff unit will be determined as follows:

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

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

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

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

24 3. A funded vacant or filled position held by the least senior employee
25 for which the employee has the skills and abilities, at the same or
26 lower salary range as their current permanent position, within a job
27 classification or job family and level in which the employee has held
28 permanent status or, at the employee's written request, to a lower

1 classification or level within a job classification series or job family
2 that the employee has held permanent status, even if the employee
3 has not held permanent status in the lower job classification or level
4 in a job family.

5 Options will be provided in descending order of salary range and
6 one (1) progressively lower level at a time. Vacant positions will be
7 offered prior to filled positions. Part-time employees only have
8 formal options to part-time positions. Full-time employees only
9 have formal options to full-time positions. For employees impacted
10 by the IT Professional Structure implemented July 1, 2019, an
11 employee's completed IT Assessment Form will be one of the tools
12 used to identify layoff options within the IT Professional Structure.

13 **34.10 Informal Options**

14 A. An employee being laid off may be offered a funded vacant position to job
15 classifications or job family and level they have not held permanent status
16 within their layoff unit, provided the employee meets the skills and abilities
17 required of the position and it is at the same or lower salary range as the
18 position in which the employee currently holds permanent status.

19 B. An employee being laid off who has no formal option or their formal option
20 would cause a bump or an unreasonable commute, as defined in Section
21 36.3, Duty Station, may be offered a funded vacant position to job
22 classifications or the job family and level they have held permanent status,
23 provided the employee meets the skills and abilities required of the position
24 and it is at the same or lower salary range as the position in which the
25 employee currently holds permanent status.

26 C. For employees impacted by the IT Professional Structure implemented on
27 July 1, 2019, an employee's completed IT Assessment Form will be one of
28 the tools used to identify available layoff options within the IT Professional
29 Structure.

1 D. An employee may request an informal option to job classifications through
2 the agency's Human Resources Office within five (5) calendar days of
3 receipt of a written notice of a permanent layoff.

4 E. Part-time employees may be provided informal options to both part-time
5 and full-time positions and full-time employees may be provided informal
6 option to both part-time and full-time positions. The award or denial of an
7 informal option is not subject to the grievance procedure.

8 **34.11 Notification for the Union**

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

16 **34.12 Notification to Employees With Permanent Status**

17 A. Except for temporary reduction in work hours and temporary layoffs as
18 provided in [Section 34.6](#), employees with permanent status will receive
19 written notice at least fifteen (15) calendar days before the effective layoff
20 date. The notice will include the basis for the layoff and any options
21 available to the employee. The Union will be provided with a copy of the
22 notice on the same day it is provided to the employee.

23 B. Except for temporary reduction in work hours and temporary layoffs as
24 provided in [Section 34.6](#), if the Employer chooses to implement a layoff
25 action without providing fifteen (15) calendar days' notice, the employee
26 will be paid their salary for the days they would have worked had full notice
27 been given.

1 C. Employees will be provided seven (7) calendar days to accept or decline, in
2 writing, any formal option provided to them. Except for cyclical or seasonal
3 employees, if the seventh (7) calendar day does not fall on a regularly
4 scheduled work day for the employee, the next regularly scheduled work
5 day is considered the seventh (7) day for purposes of accepting or declining
6 any option provided to them. This time period will run concurrent with the
7 fifteen (15) calendar days' notice provided by the Employer to the
8 employee.

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

10 **34.13 Salary**

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

13 A. Transfer or Bump

14 An employee who accepts a transfer or bumps to another position within
15 their current job classification will retain their current salary.

16 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

17 An employee who bumps to another position with a lower salary range will
18 be paid an amount equal to their current salary, provided it is within the
19 salary range of the new position. In those cases where the employee's
20 current salary exceeds the maximum amount of the salary range for the new
21 position, the employee will be compensated at the maximum salary of the
22 new salary range.

23 C. Appointment from a Layoff List

24 1. Employees who are appointed from a layoff list to a position with
25 the same salary range as that of the position from which they were
26 laid off will be paid an amount equal to the salary they were

1 receiving at the time they were laid off, plus any across the board
2 adjustments, including salary survey adjustments and job
3 classification range adjustments, that occurred during the time they
4 were laid off.

5 2. Employees who are appointed from a layoff list to a position with a
6 lower salary range than the position from which they were laid off
7 will be paid an amount equal to the salary they were receiving at the
8 time they were laid off, provided it is within the salary range of the
9 new position. In those cases where the employee's prior salary
10 exceeds the maximum amount of the salary range for the new
11 position, the employee will be compensated at the maximum salary
12 of the new salary range.

13 **34.14 Transition Review Period**

14 A. The Employer may require an employee to complete a six (6) month
15 transition review period when the employee accepts a layoff option to a job
16 classification or future-equivalent job classification in which they have:

- 17 1. Not held permanent status;
- 18 2. Been appointed from the General Government Transition Pool
19 Program; or
- 20 3. Been appointed from a layoff list.

21 The Employer may extend a transition review period for an individual as
22 long as the total period does not exceed twelve (12) months.

23 B. When the Employer requires an employee to complete a transition review
24 period, the employee will be provided with written notice.

25 C. Employees will receive a permanent appointment to the position upon
26 successful completion of the transition review period.

- 1 D. The Employer may separate an employee or an employee may voluntarily
2 separate at any time during the transition review period. The Employer will
3 provide the employee seven (7) days written notice prior to the effective
4 date of the separation. However, if the Employer fails to provide seven (7)
5 days notice, the separation will stand and the employee will be entitled to
6 payment of salary for up to five (5) working days, which the employee
7 would have worked had notice been given. Under no circumstances will
8 notice deficiencies result in an employee gaining permanent status in the
9 position.
- 10 E. Upon separation, and at the employee's request, the employee's name will
11 be placed on or returned to the layoff list. The employee will remain on the
12 list until such time as their eligibility expires or they have been rehired to a
13 different position for which they have the skills and abilities.
- 14 F. An employee who is separated during their transition review period may
15 request a review of the separation by the Director or Secretary of the agency
16 or designee within twenty-one (21) calendar days from the effective date of
17 the separation. Separation during the transition review period will not be
18 subject to the grievance procedure in [Article 29](#), Grievance Procedure.
- 19 G. An employee may voluntarily separate a maximum of two (2) times as a
20 result of a single layoff action.

21 **34.15 Recall**

- 22 A. The Employer will maintain layoff lists for each job classification, which
23 will include geographic availability. Employees who are laid off or have
24 been notified that they are scheduled for layoff, may have their name placed
25 on the lists for the job classification from which they were laid off and will
26 indicate the geographic areas in which they are willing to accept
27 employment. Additionally, employees may request to have their name
28 placed on layoff lists for other job classifications in which they have held
29 permanent status regardless of a break in service. An employee will remain

1 on the layoff lists for three (3) years from the effective date of the qualifying
2 action and may request to be placed on the layoff lists for which they qualify
3 at any time within the three (3) year period.

4 B. When a vacancy occurs within an agency and when there are names on the
5 layoff list for that job classification, the Employer will fill the position in
6 accordance with Article 4, Hiring and Appointments. An employee will be
7 removed from the layoff list if they are certified from the list and waives the
8 appointment to a position for that job classification ~~two~~ three (3~~2~~) times. In
9 addition, an employee's name will be removed from all layoff lists upon
10 retirement, resignation or dismissal.

11 C. Employees who have taken a demotion in lieu of layoff may also request to
12 have their name placed on the agency's internal layoff list for the job
13 classification they held permanent status in prior to the demotion.

14 **34.16 General Government Transition Pool Program**

15 Employees who are notified that they are at risk of being laid off or have been laid
16 off may request their names be placed into the General Government Transition Pool
17 Program. When a vacancy occurs within an agency, the Employer will consider
18 employees in the General Government Transition Pool Program in accordance with
19 [Article 4](#), Hiring and Appointments.

20 **34.17 Project Employment**

21 A. Less Than Five Years of Continuous Project Employment

22 Project employees who have been in project status for less than five (5)
23 consecutive years have layoff rights within their project.

24 B. Five Years or Greater of Continuous Project Employment

25 1. Project employees who were hired into a project position prior to
26 July 1, 2013 and who have been in project status for five (5)

1 consecutive years or greater will have layoff rights within the
2 agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they
3 have no layoff options in their project.

4 2. Project employees who were hired into a project position through
5 the competitive process on or after July 1, 2013 and who have been
6 in project status for five (5) consecutive years or greater will have
7 layoff rights within the agency as outlined in [Sections 34.9, 34.10](#)
8 and Appendix C if they have no layoff options in their project.

9 3. Project employees who were not hired into a project position
10 through the competitive process on or after July 1, 2013 will have
11 layoff rights in accordance with Subsection D below.

12 C. Permanent status employees who left regular classified positions to accept
13 project employment without a break in service have layoff rights within the
14 agency in which they held permanent status. The employees' return rights
15 are to the job classification they last held permanent status in prior to
16 accepting project employment using the procedure outlined in [Section 34.9](#).

17 D. Project employees who are separated from state service due to layoff may
18 request their names be placed into the General Government Transition Pool
19 Program. Upon layoff from the project, project employees who entered the
20 project through the competitive process and remain in project status for two
21 (2) consecutive years will be eligible to have their names placed on the
22 internal layoff list for the classes in which permanent project status was
23 attained. Bumping options will be limited to the project boundaries.

24 **34.18 Seasonal Career Employment**

25 A. Seasonal career employees have layoff rights within their agency to other
26 seasonal career positions within their layoff unit as provided below, in
27 [Subsection 34.18 C](#). Employees will be given no less than two (2) working
28 days' notice of a layoff.

1 B. Formal options to other seasonal career positions will be determined using
 2 the procedure outlined in [Section 34.9](#). Employees separated due to layoffs
 3 will be placed on separate seasonal layoff lists for the season in which they
 4 were laid off. Employees who have the skills and abilities to perform the
 5 duties of the position to be filled will be recalled based on seniority for other
 6 seasonal career positions within their layoff unit for the current or following
 7 season.

8 C. The layoff units for seasonal employees are as follows for each agency:

- 9 1. Department of Fish and Wildlife – See Appendix C, Layoff Units.
- 10 2. Department of Natural Resources – See Appendix C, Layoff Units.
- 11 3. Department of Transportation – The county in which the seasonal
 12 employee’s official duty station is located.
- 13 4. Employment Security Department – The office first and then the
 14 county in which the seasonal employee’s official duty station is
 15 located.
- 16 5. Horse Racing Commission – A single statewide layoff unit.
- 17 6. Parks Commission – The region in which the seasonal employee’s
 18 official duty station is located.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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

- 3 L. Determine, prioritize and assign work to be performed;

- 4 M. Determine the need for and the method of scheduling, assigning,
- 5 authorizing and approving overtime;

- 6 N. Determine training needs, methods of training and employees to be trained;

- 7 O. Determine the reasons for and methods by which employees will be laid-
- 8 off; and

- 9 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary
- 10 actions.

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For the Employer

For the Union

 /s/ 5/30/2024

 /s/ 5/30/2024

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ARTICLE 36
EMPLOYEE RIGHTS

*The provisions of this Article do not apply to the Department of Corrections, see
DOC addendum.

36.1 Employee Liability

A. In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the State, they have the right to request representation and indemnification through their agency in accordance with [RCW 4.92.060](#) and [070](#).

36.2 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with [RCW 4.92.100](#) and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

36.3 Duty Station

A. Each bargaining unit employee will be assigned an official duty station. The term “official duty station” or “duty station” as used throughout this Agreement shall not mean “Official Station” for determining travel entitlements in accordance with the SAAM.

B. The Employer will not change an employee’s duty station for the sole purpose of eliminating their eligibility to receive premium pay in accordance with Section [42.19](#).

1 C. If the official duty station is changed, the employee will be given a fifteen
2 (15) calendar day notice, or a shorter notification period may be agreed to.

3 D. If reassignment of an official duty station results in a commute in excess of
4 thirty (30) miles in addition to the current commute, the employee may
5 exercise their rights under [Article 34](#), Layoff and Recall. The notice will
6 contain the employee's rights below.

7 1. Upon request, the Human Resource office will discuss possible
8 layoff scenarios and process with the employee.

9 **36.4 Use of Volunteers and Student Workers**

10 The Employer will use volunteers and student workers only to the extent they
11 supplement and do not supplant bargaining unit employees. Volunteers, student
12 workers and other non-civil service personnel will not supervise bargaining unit
13 employees.

14 **36.5 Right to Representation**

15 Upon request, employees will have the right to representation at all levels on any
16 matter adversely affecting their conditions of employment. The exercise of this
17 right will not unreasonably delay or postpone a meeting. Except as otherwise
18 specified in this Agreement, representation will not apply to discussions with an
19 employee in the normal course of duty, such as giving instructions, assigning work,
20 informal discussions, delivery of paperwork, staff or work unit meetings, or other
21 routine communications with an employee.

22 **36.6 Attendance at Meetings**

23 A. An employee will be granted time during their normal working hours to
24 attend the following meetings scheduled by management:

25 1. Investigatory interviews and pre-disciplinary meetings, in
26 accordance with [Article 27](#), Discipline, and

1 2. Informal grievance resolution meetings, grievance meetings,
2 mediation sessions, alternative dispute resolution meetings and
3 arbitration hearings scheduled in accordance with [Article 29](#),
4 Grievance Procedure. When an employee is subpoenaed as a witness
5 on behalf of the Union in an arbitration case, the employee may
6 appear without loss of pay if they appear during their work time,
7 providing the testimony given is related to their job function or
8 involves matters they have witnessed and is relevant to the
9 arbitration case.

10 B. An employee will be allowed reasonable time, as determined by the
11 Employer, to travel to and from management scheduled investigatory
12 interviews, pre-disciplinary meetings, informal grievance resolution
13 meetings, grievance meetings, mediation sessions, and alternative dispute
14 resolution meetings conducted during their normal work hours. Time spent
15 traveling during the employee's non-work hours in order to attend the
16 meetings will not be considered work time. An employee may be authorized
17 by their supervisor to adjust their work schedule, take leave without pay,
18 compensatory time, exchange time or vacation leave to prepare for and
19 travel to and from an arbitration hearing. and/or union management
20 communication committee meeting. [Release during normal working hours
21 to prepare for and travel to union management communication committee
22 meetings is outlined in Sections 37.3.A, and 37.3.B.](#)

23 C. An employee must notify their supervisor prior to being released from duty
24 in accordance with this Article to attend a meeting, hearing or mediation
25 session. Notification must include the approximate amount of time the
26 employee expects the meeting or hearing to take. As determined by the
27 supervisor, any agency business requiring the employee's immediate
28 attention must be completed prior to attending the meeting or hearing. An
29 employee cannot use a state vehicle to travel to and from a work site in order
30 to attend a meeting unless authorized by the agency.

1 **36.7 Workload**

2 1. If an employee believes their workload is not achievable within the
3 worktime authorized by the Employer, the employee may seek the
4 assistance of their supervisor. The supervisor is responsible for
5 providing the employee with direction and guidance that may
6 include the setting of priorities, adjustment of work, or other actions
7 that will assist the employee in the accomplishment of their work
8 assignments.

9 2. If the employee still has workload concerns after discussion with
10 their supervisor, the employee may raise these concerns to their
11 manager. If the workload concerns are similar across the work unit,
12 the Union may raise these issues at the appropriate Union-
13 Management Communications Committee under [Article 37](#) of the
14 parties' collective bargaining agreement. If the work unit still has
15 workload concerns across the work unit, the Union may raise these
16 issues with the Appointing Authority.

17 3. This Workload Subsection is not subject to the grievance procedure,
18 however the employee may file a complaint with their Appointing
19 Authority or designee if the employee's supervisor or manager fails
20 to discuss the employee's workload concerns with the employee.

21 **36.9 Statewide Exit Survey**

22 The Employer will offer the Statewide Exit Survey to all employees who
23 voluntarily leave their agency. Employees are encouraged but not required to take
24 the survey.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1 **ARTICLE 37**

2 **UNION-MANAGEMENT COMMUNICATION COMMITTEES**

3 *The provisions of this Article do not apply to the Department of Corrections, see DOC
4 addendum.

5 **37.1 Purpose**

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

11 A. A Statewide ~~Master~~ Collective Bargaining Agreement Committee will be
12 established to discuss the administration of this Agreement.

13 B. Agency level statewide Union-Management Communication Committees
14 will be established to discuss and exchange agency-specific information of
15 a group nature and general interest to both parties.

16 C. In the Departments of Corrections, Children, Youth, and Families, Fish and
17 Wildlife, Labor and Industries, Social and Health Services, Transportation,
18 Veterans Affairs, Employment Security Department, and Parks and
19 Recreation Commission local level Union-Management Communication
20 Committees will be established within each agency, as described in
21 Appendix D, to discuss and exchange information of a group nature and
22 general interest to the parties.

23 D. The discussion and exchange of information pertaining to a local or sub-
24 agency matter will be addressed to the lowest level committee. In the event
25 there is not a committee below the agency level, such matters will be
26 addressed at the agency level. Ad-hoc committees may be established by
27 mutual agreement at an agency level statewide committee or a local level
28 committee described above, in Subsections 37.1 B and C. Local and sub-
29 agency committees may only be established by mutual agreement at an

1 agency level statewide committee described in [Subsection 37.1](#) B. Either
2 party may subsequently determine that the local or sub-agency committee
3 should cease to meet.

4 E. For committees established in accordance with [Subsection 37.1](#) B and C,
5 either team may suggest steps to improve the effectiveness of the meetings.
6 Suggestions for doing so may be raised at committee meetings and
7 implemented upon mutual agreement. The agency Labor Relations Office,
8 Human Resources Office, Office of Financial Management's Labor
9 Relations Section, the Union's Staff Representative and/or Union's
10 Headquarters office will be available to provide assistance and
11 coordination. The parties will mutually bear the costs associated with
12 implementation efforts.

13 **37.2 Committees**

14 A. Statewide ~~Master~~Collective Bargaining Agreement Committee

15 The Statewide ~~Master~~Collective Bargaining Agreement Committee will be
16 composed of up to ten (10) employee representatives selected by the Union
17 and up to ten (10) Employer representatives. Additional staff of the Union
18 and the OFM Labor Relations Office may also attend. If agreed to by the
19 parties, additional representatives may be added. Committee meetings will
20 be conducted at least every six (6) months, unless agreed otherwise.

21 B. Agency-wide, Administration/Division Level ([Parks and Recreation](#) 22 [Commission](#), Department of Social and Health Services and Department of 23 [Children, Youth, and Families only](#)), Regional and Headquarters Level 24 (Department of Ecology only) and/or Local Level Union-Management 25 Communication Committees

26 1. Agency-wide committees will consist of up to seven (7) Employer
27 representatives and up to seven (7) employee representatives, except
28 for the Department of Social and Health Services, which will consist

1 of two (2) employee representatives for each administration and an
2 equivalent number of Employer representatives. The employee
3 representatives will be granted reasonable time during their normal
4 working hours, as determined by the Employer, to travel to and from
5 agency-wide communication committee meetings. Additional paid
6 staff of the Union and the Employer may also attend. The Employer
7 and Union will be responsible for the selection of their own
8 representatives. If agreed to by the parties, additional representatives
9 may be added. Committee meetings will be conducted up to two (2)
10 times per year, unless agreed otherwise. At the Department of
11 Corrections, committee meetings will be conducted at least four (4)
12 times per year, unless agreed otherwise. In addition, DOC will
13 conduct at least two (2) committee meetings with the Work Release
14 Program at locations mutually agreeable between the parties.

15 2. Within the Parks and Recreation Commission, a Law Enforcement
16 subcommittee will be established. The subcommittee will consist of
17 up to four (4) employee representatives selected by the Union and
18 up to four (4) Employer representatives. Additional paid staff of the
19 Union and the Employer may also attend. The Law Enforcement
20 subcommittee facilitator will be the Washington State Parks Chief
21 of Visitor Protection and Law Enforcement. This subcommittee will
22 meet two (2) times per year, once in the spring and once in the fall.

23 3. Administration/Division level committees within the Department of
24 Social and Health Services will be established within Community
25 Services, Child Support, Disability Determination Services,
26 Vocational Rehabilitation, Developmental Disabilities
27 Administration, and the Behavioral Health Administration, and will
28 consist of up to six (6) Employer representatives and up to six (6)
29 employee representatives. At the Department of Children, Youth,
30 and Families, division wide committees will be established within
31 the Office of the Chief of Staff, Juvenile Rehabilitation, Child

1 Welfare Field Operations, Prevention and Client Services,
2 Licensing, and Early Learning. and will consist of up to six (6)
3 Employer representatives and up to six (6) employee
4 representatives. Additional paid staff of the Union and the Employer
5 may also attend. The Employer and Union will be responsible for
6 the selection of their own representatives. If agreed to by the parties,
7 additional representatives may be added. Committee meetings will
8 be conducted up to two (2) times per year, unless agreed otherwise.

9 43. Regional and headquarters level committees within the Department
10 of Ecology will consist of up to five (5) Employer representatives
11 and up to five (5) employee representatives. Additional paid staff of
12 the Union and the Employer may also attend. The Employer and
13 Union will be responsible for the selection of their own
14 representatives. If agreed to by the parties, additional representatives
15 may be added. Committee meetings will be conducted up to two (2)
16 times per year, unless agreed otherwise, except for the Northwest
17 Region who will conduct meetings up to four (4) times per year.

18 54. Local level committees will consist of up to five (5) Employer
19 representatives and up to five (5) employee representatives, except
20 for specific local level committees within the Department of Social
21 and Health Services as outlined in Subsection 37.2 (B)(5).
22 Additional paid staff of the Union and the Employer may also
23 attend. The Employer and Union will be responsible for the
24 selection of their own representatives. If agreed to by the parties,
25 additional representatives may be added. Committee meetings will
26 be conducted up to four (4) times per year, unless agreed otherwise.

27 65. In the Department of Social and Health Services, local level
28 committees in the Division of Developmental Disabilities regional
29 offices, Community Services Division and Home and Community
30 Services Division will consist of up to ten (10) Employer

1 representatives and up to ten (10) employee representatives.
2 Additional paid staff of the Union and the Employer may also
3 attend. The Employer and Union will be responsible for the
4 selection of their own representatives. If agreed to by the parties,
5 additional representatives may be added. Committee meetings will
6 be conducted up to four (4) times per year, unless agreed otherwise.

7 76. Agency-wide committees for Office of Superintendent of Public
8 Instruction (OSPI) will consist of up to three (3) Employer
9 representatives and up to three (3) employee representatives.
10 Additional paid staff of the Union and the Employer may also
11 attend. The Employer and Union will be responsible for the
12 selection of their own representatives. If agreed to by the parties,
13 additional representatives may be added. Committee meetings will
14 be conducted up to three (3) times per year, unless agreed otherwise.

15 **37.3 Participation and Process**

16 A. The Union will provide the Employer with the names of its committee
17 members at least ten (10) calendar days in advance of the date of the
18 meeting in order to facilitate the release of employees. The Employer will
19 release employee representatives to attend committee meetings if their
20 absences do not cause a disruption of work. Employees will be granted
21 reasonable time during their normal working hours, as determined by the
22 Employer, to prepare for union management communication committee
23 meetings. For the Department of Corrections, the parties will exchange the
24 names of their respective team members at least ten (10) days prior to each
25 meeting.

26 B. Employees attending committee meetings during their work time will have
27 no loss in pay. Attendance at pre-meetings, meetings and travel to and from
28 agency-wide communication committee meetings during employees' non-
29 work time will not be compensated for or considered as time worked. The

1 Union is responsible for paying any travel or per diem expenses of
2 employee representatives. Employee representatives may not use state
3 vehicles to travel to and from a union management communication
4 committee meeting, unless authorized by the agency for business reasons.

5 C. All committee meetings will be scheduled on mutually acceptable dates and
6 times.

7 D. Each party will provide the other with any topics for discussion seven (7)
8 calendar days prior to the meeting. Suggested topics may include, but are
9 not limited to, administration of the Agreement, changes to law, legislative
10 updates and/or organizational change.

11 E. If topics discussed result in follow-up by either party, communication will
12 be provided by the responsible party.

13 **37.4 Scope of Authority**

14 All of the committee meetings established under this Article will be used for
15 discussions only, and the committees will have no authority to conduct any
16 negotiations, bargain collectively or modify any provision of this Agreement. The
17 parties are authorized, but not required, to document mutual understandings. The
18 committees' activities and discussions will not be subject to the grievance
19 procedure in [Article 29](#), Grievance Procedure.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 38
MANDATORY SUBJECTS

38.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

A. The Employer will notify the Executive Director of the Union of these changes in writing to mandatorynotice@wfse.org, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

B. Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. The notice will include a list of at least five (5) dates the Union team is available.

C. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.

1 D. There may be emergency or mandated conditions that are outside of the
2 Employer's control requiring immediate implementation, in which case the
3 Employer will notify the Union as soon as possible.

4 **38.2** Prior to making any change in written agency policy that is a mandatory subject of
5 bargaining, the Employer will notify the Union and satisfy its collective bargaining
6 obligations per [Section 38.1](#).

7 **38.3** The parties will agree to the location and time for the discussions and/or
8 negotiations. Each party is responsible for choosing its own representatives for
9 these activities. The Employer and the Union recognize the importance of
10 scheduling these discussions and/or negotiations in an expeditious manner. Unless
11 agreed otherwise, the parties agree to schedule the bargaining to occur within thirty
12 (30) calendar days of receipt of the request to bargain. If the Union has made an
13 information request prior to the meeting being scheduled, the parties will schedule
14 bargaining to occur within thirty (30) calendar days of the Employer fulfilling the
15 information request.

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 39
UNION ACTIVITIES

*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum.

39.1 Staff Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency.
2. The Employer will recognize any staff representative on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Access (excluding ~~Department of Corrections—Community Corrections bargaining unit and~~ Department of Social and Health Services – Special Commitment Center)

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
2. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.
3. In accordance with [Section 39.3](#) below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

1 C. Access for ~~Department of Corrections~~ ~~Community Corrections~~
2 ~~bargaining unit and~~ Department of Social and Health Services – Special
3 Commitment Center only

4 1. Staff representatives may have access to the Employer’s offices or
5 facilities in accordance with agency policy to carry out
6 representational activities provided:

7 a. The representative notifies local management prior to their
8 arrival,

9 b. It does not interrupt the normal operations of the office or
10 facility, and

11 c. National Crime Information Center (NCIC) checks have
12 been completed and the representative is cleared for access
13 into the office or facility.

14 2. In accordance with [Section 39.3](#) below, staff representatives and
15 bargaining unit employees may also meet in non-work areas during
16 the employee’s meal periods, rest periods, and before and after their
17 shifts.

18 **39.2 Union Stewards**

19 A. The Union will provide the Employer with a written list of current union
20 stewards and the office, facility or geographic jurisdiction for which they
21 are responsible. The Union will maintain the list. A steward may represent
22 any employee who works in the same agency in the same office, facility or
23 geographic jurisdiction as the steward and is in a bargaining unit represented
24 by WFSE. The Employer will not recognize an employee as a union steward
25 if their name does not appear on the list.

1 B. Union stewards will be granted reasonable time during their normal
2 working hours, as determined by the Employer, to prepare for and attend
3 meetings scheduled by Management within the steward's office, facility or
4 geographic jurisdiction in bargaining units represented by WFSE for the
5 following representational activities:

6 1. Investigatory interviews and pre-disciplinary meetings, in
7 accordance with [Article 27](#), Discipline;

8 2. Union Management Communication Committees and other
9 committee meetings if such committees have been established by
10 this Agreement; and/or

11 3. Informal grievance resolution meetings, grievance meetings,
12 alternative dispute resolution sessions, mediation sessions and
13 arbitration hearings held during their work time.

14 4. Group New Employee Orientations and meetings in accordance
15 with [Section 39.11](#).

16 In addition, union stewards will be provided a reasonable amount of time
17 during their normal working hours, as determined by the Employer, to
18 investigate and process grievances through the agency head level within the
19 steward's office, facility or geographic jurisdiction in bargaining units
20 represented by the WFSE.

21 C. Union stewards will be allowed reasonable time, as determined by the
22 Employer, to travel to and from management scheduled investigatory
23 interviews, pre-disciplinary meetings, informal grievance resolution
24 meetings, grievance meetings, mediation sessions, and alternative dispute
25 resolution meetings conducted during their normal work hours. Time spent
26 traveling during the employee's non-work hours in order to attend the
27 meetings will not be considered time worked. A steward may be authorized

1 by their supervisor to adjust their work schedule, take leave without pay,
2 compensatory time, exchange time or vacation leave to travel to and from
3 an arbitration hearing and/or union management communication committee
4 meeting.

5 D. In both [Subsections 39.2](#) B and C above, the union steward must obtain
6 prior approval from their supervisor to prepare for and/or attend any
7 meeting during their work hours. All requests must include the approximate
8 amount of time the steward expects the activity to take. Any agency
9 business requiring the steward's immediate attention will be completed
10 prior to attending the meeting. With prior notification to the Employer, off-
11 duty stewards will have access to the worksite to perform representational
12 duties as long as the worksite is open and/or operational and there are no
13 other reasons to preclude such access. Time spent preparing for and
14 attending meetings during the union steward's non-work hours will not be
15 considered as time worked. Union stewards may not use state vehicles to
16 travel to and from a work site in order to perform representational activities,
17 unless authorized by the agency.

18 E. If the amount of time a union steward spends performing representational
19 activities is unduly affecting their ability to accomplish assigned duties, the
20 Employer will not continue to release the employee and the Union will be
21 notified.

22 **39.3 Use of State Facilities, Resources and Equipment**

23 A. Meeting Space and Facilities

24 The Employer's equipment, offices and facilities may be used by the Union
25 to hold meetings, which may include virtual meetings subject to the
26 provisions of this Agreement, agency policy, availability of the space and
27 with prior authorization of the Employer.

1 B. Supplies and Equipment

2 The Union and employees covered by this Agreement will not use state-
3 purchased supplies or equipment to conduct union business or
4 representational activities. This does not preclude the use of the telephone,
5 or similar devices that may be used for persons with disabilities, for
6 representational activities if there is no cost to the Employer, the call is brief
7 in duration and it does not disrupt or distract from agency business.

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

9 The Union and employees covered by this Agreement will not use state-
10 owned or operated e-mail, fax machines, the internet, or intranets to
11 communicate with one another, except as provided in this agreement.
12 Employees may use state operated e-mail to request union representation.
13 Union representatives and stewards may use state owned/operated
14 equipment to communicate with the affected employees and/or the
15 Employer for the exclusive purpose of administration of this Agreement to
16 include electronic transmittal of grievances and responses in accordance
17 with [Article 29](#), Grievance Procedure. It is the responsibility of the sending
18 party to ensure the material is received. Such use will:

- 19 1. Result in little or no cost to the Employer;
- 20 2. Be brief in duration and frequency;
- 21 3. Not interfere with the performance of their official duties;
- 22 4. Not distract from the conduct of state business;
- 23 5. Not disrupt other state employees and will not obligate other
24 employees to make a personal use of state resources;
- 25 6. Not compromise the security or integrity of state information or
26 software; and

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

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

9 **39.4 Information Requests**

10 A. The Employer agrees to provide the Union, upon written request, access to
11 materials and information necessary for the Union to fulfill its statutory
12 responsibility to administer this Agreement.

13 B. The Employer will acknowledge receipt of the information request and will
14 provide the union with a date by which the information is anticipated to be
15 provided.

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

22 **39.5 Agency Policies**

23 Agencies will provide to the Union any new human resources related policies
24 affecting represented employees or updates to existing human resource related
25 policies affecting represented employees during the term of the Agreement.

1 **39.6 Bulletin Boards, Newsstands and Websites**

2 A. The Employer will maintain bulletin board(s) or space on existing bulletin
3 boards currently provided to the Union for union communication. In
4 bargaining units where no bulletin board or space on existing bulletin boards
5 has been provided, the Employer will supply the Union with adequate
6 bulletin board space in convenient places. Material posted on the bulletin
7 board will be appropriate to the workplace, politically non-partisan, in
8 compliance with state ethic laws, and identified as union literature. Union
9 communications will not be posted in any other location in the agency. If
10 requested by the Union, the Employer will identify areas where Union
11 provided newsstands can be located in their offices/facilities.

12 B. In the State Operated Living Alternatives (SOLA) program residences
13 within the Department of Social and Health Services, the Employer will
14 make available a three-ring binder that is designated for union materials.
15 Materials in the binder will be appropriate to the workplace, politically non-
16 partisan, in compliance with state ethic laws, and identified as union
17 literature. Union materials may be distributed to the SOLA binders in
18 accordance with [Section 39.7](#) of this Article.

19 C. Upon mutual agreement between an agency and the Union, the agency will
20 display a link to a Union webpage on the agency’s intranet. The webpage
21 content shall be consistent with the provisions of [39.6\(A\)](#) and must comply
22 with the executive ethics act, [Chapter 42.52 RCW](#) and [WAC 292-110-010](#).
23 Use of state equipment to view the website will comply with the executive
24 ethics act and shall be allowed only during an employee’s authorized break
25 times.

26 **39.7 Distribution of Material**

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

1 1A. The employee is off-duty and;

2 2B. The distribution does not disrupt the Employer's operation and;

3 3C. The distribution will normally occur via desk drops or mailboxes, as
4 determined by the Employer. In those cases where circumstances do not
5 permit distribution by those methods, alternative areas such as newsstands,
6 lunchrooms, break rooms and/or other areas mutually agreed upon will be
7 utilized and;

8 4D. The employee must notify the Employer in advance of their intent
9 to distribute information and;

10 5E. Distribution will not occur more than twice per month, unless agreed
11 to in advance by the Employer.

12 B. The union may submit informational fliers twice per month in PDF format
13 to the agency HR department's designated point of contact (POC) for
14 distribution by the agency to bargaining unit employees via the state email
15 system. Content will be appropriate to the workplace, politically non-
16 partisan, in compliance with state ethics laws, and identified as union
17 literature. Content that does not meet these standards will not be distributed
18 by the agency. The union will provide the HR POC with a minimum of three
19 (3) business days' notice to distribute the flyer and every effort will be made
20 for distribution to be completed no later than the day following the notice
21 period. This does not extend use of the state's email system to the union for
22 general communication purposes beyond the provisions of this CBA. The
23 agency will include the following statement with each informational flyer:

24 *"This information is from the Washington Federation of State*
25 *Employees, not your employer. You are receiving this email in accordance*
26 *with the collective bargaining agreement. During meal breaks and on*
27 *personal time, you may use your state issued computers and internet access*

1 for the purpose of receiving and reviewing, distributed information and
2 forwarding it to a personal email address. WFSE CBA Article 39 specifies
3 the types of meetings which can be attended using your state issued
4 computer and internet access. The use of the state’s electronic email system
5 must remain de minimis. Communication that occurs over state-owned
6 equipment is the property of the Employer and may be subject to agency
7 review and/or public disclosure. Therefore, please use your personal email
8 and personal device for communications and meetings related to union
9 business. If you have any questions, please contact the WFSE Member
10 Connection Center (MCC) at 833-MCC-WFSE or email MCC@wfse.org
11 from your personal email.”

12 **39.8 WFSE Council President and Vice-President**

13 A. Leave of Absence

14 Upon request of the Union, the Employer will grant leave with pay for the
15 WFSE Council President and Vice-President for the term of their office.
16 The Union will reimburse the Employer for the “fully burdened costs of the
17 positions” the Employer incurs as a result of placing the Council President
18 and Vice-President on leave with pay during the period of absence. The
19 Union will reimburse the agency(ies) by the 20th of each month for the
20 previous month.

21 B. Leave Balances

22 The President and Vice-President will accrue sick leave in the amount of
23 one (1) hour for every forty (40) hours worked but will not accrue vacation
24 leave during the period of absence. When the President and Vice-President
25 return to state service their sick leave balances will not exceed their leave
26 balances as of the date the period of absence commenced. If the President
27 or Vice-President retire or separate from state service rather than return to
28 state service their leave balances will not exceed their leave balances on the

1 date the period of absence commenced. If the sick leave balance was under
2 forty (40) hours as of the date the period of absence commenced, they will
3 retain accrued sick leave up to forty (40) hours total upon return to state
4 service..

5 C. Indemnification

6 The Union will defend, indemnify and hold harmless the Employer for any
7 and all costs including attorney's fees, damages, settlements, or judgments,
8 or other costs, obligations, or liabilities the Employer incurs as a result of
9 any demands, claims, or lawsuits filed against the Employer arising out of
10 or in relation to actions taken by the President or Vice-President, or their
11 status as President or Vice-President, during the period of absence.

12 D. Return Rights

13 The President and Vice-President will have the right to return to the same
14 position or in another position in the same job classification and the same
15 geographic area as determined by the Employer, provided such
16 reemployment is not in conflict with other Articles in this agreement. If the
17 job classification of the position in which the President and/or Vice-
18 President has return rights to has been abolished or revised, a crosswalk to
19 the class series will be used to identify their return rights. The Employer
20 will assess any training needs, including those requested by the employee,
21 and provide the necessary training for the returning employee. Any layoff
22 as a result of the return will be processed in accordance with Article 34,
23 Layoff and Recall. The Union and the Employer may enter into a written
24 agreement regarding return rights at anytime during the leave. The period
25 of leave will not impact the employee's seniority date.

1 **39.9 Time Off for Union Activities**

2 A. Union designated employees may be allowed time off without pay to attend
3 union-sponsored meetings, training sessions, conferences, and conventions.
4 The employee’s time off will not interfere with the operating needs of the
5 agency as determined by management. If the absence is approved, the
6 employees may use accumulated compensatory time, vacation leave,
7 exchange time, or personal holiday in accordance with [Article 10](#), Holidays,
8 instead of leave without pay. However, employees must use compensatory
9 time prior to their use of vacation leave, unless the use would result in the
10 loss of their vacation.

11 B. The Union will give the Employer a written list of the names of the
12 employees it is requesting attend the above listed activities at least fourteen
13 (14) calendar days prior to the activity.

14 C. Thirty (30) Minute Paid Union Leave

15 The parties agree communication, education and direct feedback between
16 bargaining unit members and Union representatives are essential to
17 productive labor relations. Therefore, one meeting up to thirty (30) minutes
18 will be allowed during the term of the Collective Bargaining Agreement as
19 paid release time during regular working hours and may be in person or by
20 phone. For tracking purposes, this thirty (30) minutes will be considered
21 paid union leave and allowed under the following conditions:

- 22 1. Union leave shall not disturb the services of the Employer, clients
23 and its customers and shall be accomplished without causing the
24 Employer to incur additional costs.
- 25 2. Union leave will require approval through the bargaining unit
26 member’s supervisor, scheduler or manager.

1 3. Positions requiring relief will be excluded from this Subsection
2 unless a Memorandum of Understanding is agreed upon that
3 identifies a process that allows this union leave without impacting
4 Employer services.

5 4, If a shop steward and/or another Employer paid staff is the Union
6 representative who meets with bargaining unit members during this
7 union leave, the provisions of [Subsection 39.9](#) A will apply.

8 5. Bargaining unit members will not be required to meet with the
9 Union and will not suffer discrimination or retaliation because of
10 their choice to meet or not meet.

11 **39.10 Temporary Employment with the Union**

12 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be
13 granted leave without pay to accept temporary employment with the Union of a
14 specified duration, not to exceed twelve (12) months, provided the employee's time
15 off will not interfere with the operating needs of the agency. The returning
16 employee will be employed in a position in the same job classification and the same
17 geographical area, as determined by the Employer.

18 **39.11 Access To New Employees Orientation**

19 Within ninety (90) days of a new employee's start date in a Union bargaining unit
20 position, the Employer will provide access to the employee during the employee's
21 regular work hours to present information about the Union. This access will be
22 provided at the employee's regular worksite, through an electronic virtual platform
23 or at a location mutually agreed to by the Employer and the Union and will be for
24 no less than thirty (30) minutes. For all new employee orientations, the agency will
25 provide a minimum of seven (7) calendar days' scheduling notice to the union in
26 an email [to NEO@wfse.org](mailto:NEO@wfse.org) that will include the new employees' name,
27 department/division/program, appointment date, mailing address, and if available

1 at the time of the notice, work location, work phone numbers and work email
2 address. Union meetings with new employees will include only the new bargaining
3 unit employees and union representatives unless mutually agreed otherwise.
4 Management employees will remain strictly neutral regarding attendance at the
5 meetings and their content. The Union may make use of the state-operated calendar
6 scheduling system to schedule group or individual meetings with new employees
7 in accordance with and for the purposes identified in this [Section 39.11](#). No
8 employee will be required to attend the meetings or presentations given by the
9 Union.

10 A. Group New Employee Orientations and Meetings

11 When an agency provides an in person New Employee Orientation in a
12 group setting, the Union will be given an opportunity to have a union
13 steward and/or staff representative speak to the class for no less than thirty
14 (30) minutes to provide information about the Union and the ~~Master~~
15 [Collective Bargaining](#) Agreement. The Union may also arrange for in
16 person thirty-minute new employee meetings in a group setting. If a union
17 steward or other Employer-paid staff is the union representative who meets
18 with bargaining unit employees during a group orientation or meeting, they
19 will be permitted to do so during their normal working hours in accordance
20 with the provisions of [Section 39.2](#).

21 B. Other New Employee Orientations

22 Agencies may provide New Employee Orientations in a one on one setting
23 and/or via electronic platforms and will schedule time on the employee's
24 calendar that will include a courtesy copy to the ~~U~~union. If an employee's
25 work assignment precludes the Union from meeting with the new
26 employee(s) in person, then the Union will provide the agencies with a
27 secure link to place on employee's calendars as the electronic platform for
28 the Union's orientation. The agency will work with the Union to identify a
29 time slot for this purpose, schedule this time on the employee's calendar

1 and will cc the calendar invite to the Union (NEO@wfse.org) so the Union
2 will know who has been invited. The agency will ensure that no other
3 onboarding or work meetings are scheduled for the new employee during
4 the time that is scheduled for the Union's presentation. Agencies will only
5 include the following statement on the scheduling invitation:

6 In accordance with the collective bargaining agreement, [Article 39, Section](#)
7 [39.11](#) you are being provided this opportunity for access during your regular
8 work hours to a thirty (30) minute Union orientation webinar to receive
9 information about the Union and your Union contract via this secure link.
10 You may use your state issued computer during work time ~~for the purpose~~
11 ~~of to~~ attending this orientation. For more information about this opportunity
12 please contact the WFSE Member Connection Center ([MCC](#)) at [833-MCC-](tel:833-MCC-WFSE)
13 [WFSE](tel:833-MCC-WFSE) or email MCC@wfse.org. All communication that occurs over state-
14 owned equipment is the property of the Employer and may be subject to
15 agency review and/or public disclosure.

16 When an agency does not provide a New Employee Orientation as outlined
17 above, the Union will be given the opportunity to:

- 18 1. Make an appointment with the new employee for no less than thirty
19 (30) minutes; and
- 20 2. Have a ~~u~~Union steward and/or staff representative speak to the new
21 employee to provide information about the Union and the ~~Master~~
22 [Collective bargaining](#) Agreement.

23 For Stewards or other Employer-paid staff conducting an individual
24 meeting with a new employee under this [Subsection 39.11](#) B, the
25 provisions of [Subsection 39.9](#) A will apply.

26 C. New Bargaining Unit Members

1 The Union will be given the opportunity to have a union representative
2 speak with newly represented employees for no less than thirty (30) minutes
3 to provide information about the Union and the Master Agreement in
4 accordance with [Subsections 39.11](#) A and B above.

5 **39.12 Demand to Bargain – Release Time and Travel**

6 A. The Employer will approve paid release time for up to three (3) employee
7 representatives who are scheduled to work during the time negotiations are
8 being conducted. The Employer will approve compensatory time, vacation
9 leave, exchange time or leave without pay for additional employee
10 representatives provided the absence of the employee does not create
11 significant and unusual coverage issues. The Union will provide the
12 Employer with the names of its employee representatives at least ten (10)
13 calendar days in advance of the date of the meeting.

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

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

19 D. The Union is responsible for paying any travel or per diem expenses of
20 employee representatives. Employee representatives may not use state
21 vehicles to travel to and from a bargaining session, unless authorized by the
22 agency for business purposes.

23 **39.13 ~~Master~~ [Collective Bargaining](#) Agreement Negotiations**

24 A. Release Time

25 The Union will provide OFM with one bargaining team release request for
26 all pre-planned formal negotiation dates. The Employer will approve paid

1 release time in aggregate of two hundred-fifty (250) days for all union
2 bargaining team members for formal negotiations. Upon exhaustion of this
3 bank, the Union may request the parties meet and discuss additional paid
4 release time for Union team members. The Union will provide a list of their
5 bargaining team member attendees after each formal bargaining session to
6 allow tracking for compensation and leave purposes. If employees are
7 unable to attend a bargaining session for which they have been released,
8 they will provide a leave slip to their supervisor in accordance with the
9 appropriate CBA article pertaining to the requested leave. The Employer
10 will approve miscellaneous paid leave for all remaining formal negotiation
11 sessions and for all travel to and from the sessions for Union team members
12 provided the absence of the employee for negotiations does not create
13 significant and unusual coverage issues. The Union will reimburse the
14 Employer for the “fully burdened costs” of this miscellaneous paid leave
15 for all team members not on paid release time per this Article. The Union
16 will reimburse the agency(ies) by the 20th of each month for the previous
17 month. Per diem and travel expenses will be paid by the WFSE for Union
18 team members. No overtime, compensatory time or exchange time will be
19 incurred as a result of negotiations and/or travel to and from negotiations.

20 B. Confidentiality/Media Communication

- 21 1. Bargaining sessions will be closed to the press and the public unless
22 agreed otherwise by the chief spokespersons.
- 23 2. No proposals will be placed on the parties’ web sites.
- 24 3. The parties are not precluded from generally communicating with
25 their respective constituencies about the status of negotiations while
26 they are taking place.

1 4. There will be no public disclosure or public discussion of the issues
2 being negotiated until resolution or impasse is reached on all issues
3 submitted for negotiations.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 40
UNION DUES DEDUCTION AND STATUS REPORTS

40.1 Notification to Employees

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

40.2 Union Deduction

- A. Within thirty (30) days from when the Union provides written notice of employee’s authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee’s salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union’s official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee’s salary.

40.3 Voluntary Deductions

- A. PEOPLE
 - 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to

1 remit electronically, on each state payday, any deductions made to
2 the Union together with an electronic report showing:

- 3 a. Employee name;
- 4 b. Personnel number;
- 5 c. Amount deducted; ~~and~~
- 6 d. Deduction code-; and
- 7 e. Social Security Number

8 2. The parties agree this Section satisfies the Employer's obligations
9 and provides for the deduction authorized under [RCW 41.04.230](#).

10 B. Public Safety Protection Program (PSPP)

11 The Employer agrees to deduct from the wages of any employee who is a
12 member of the Union deductions for the WFSE/AFSCME PSPP. Written
13 authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary
14 Payroll Deduction Authorization form. Deductions will include a one-time
15 initial deduction amount and ongoing monthly deduction amount.
16 Authorizations may be revoked by the employee at any time by giving
17 written notice to both the Employer and the Union. The Employer agrees to
18 remit electronically, on each state payday, any deductions made to the
19 Union together with an electronic report showing:

- 20 1. Employee name;
- 21 2. Personnel number;
- 22 3. Amount deducted; ~~and~~
- 23 4. Deduction code-; and
- 24 5. Social Security Number

25 C. Trustmark Universal Life Insurance with Long Term Care

26 The Employer agrees to deduct from the wages of an employee who is a
27 member of the Union deductions for the Trustmark Universal Life

1 Insurance with Long Term Care. Written authorizations must be provided.
2 Authorizations may be revoked by the employee at any time by giving
3 written notice to the Employer. The Employer agrees to remit electronically,
4 on each state payday, any deductions made to Trustmark together with an
5 electronic report showing:

- 6 1. Employee name;
- 7 2. Personnel number;
- 8 3. Amount deducted; ~~and~~
- 9 4. Deduction code-; and
- 10 5. Social Security Number

11 **40.4 Status Reports**

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

- 16 1. Personnel number;
- 17 2. Employee name;
- 18 3. Mailing address;
- 19 4. Personnel area code and title;
- 20 5. Organization unit code, abbreviation and title;
- 21 6. Work county code and title;
- 22 7. Work location street (if available);
- 23 8. Work location city (if available);
- 24 9. Work phone number;

- 1 10. Work e-mail address (if available);
- 2 11. Employee group;
- 3 12. Job class code and title;
- 4 13. Appointment date;
- 5 14. Bargaining unit code and title;
- 6 15. Position number;
- 7 16. Pay scale group;
- 8 17. Pay scale level;
- 9 18. Employment percent;
- 10 19. Seniority date;
- 11 20. Separation date;
- 12 21. Special pay code;
- 13 22. Total salary from which union dues is calculated;
- 14 23. Deduction wage type;
- 15 24. Deduction amount;
- 16 25. Overtime eligibility designation;
- 17 26. Retirement benefit plan; and
- 18 27. Action reason, title, and effective date (including entering or leaving
19 the bargaining unit and starting or stopping dues).
- 20 28. Permanent or non-Permanent status.

1 ~~29. Social Security Number~~

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

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

6 **40.5 Revocation**

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

13 **40.6 Indemnification**

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

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **ARTICLE 41**
2 **CLASSIFICATION**

3 **41.1 Classification Plan Revisions**

4 A. The Employer will provide to the Union, in writing, any proposed changes
5 to the classification plan, including descriptions for newly created
6 classifications. Upon request of the Union, the Employer will bargain the
7 salary effect(s) of a change to an existing class or newly proposed
8 classification. Any changes bargained during successor negotiations are
9 identified in [Section 42.6](#), Recruitment or Retention – Compression or
10 Inversion – Higher Level Duties and Responsibilities – Inequities.

11 B. When reallocation is necessary because the director of State Human
12 Resources creates, abolishes, or revises a class, and an employee’s duties
13 have not changed, an employee's base salary is determined as follows:

14 1. An employee occupying a position reallocated to a class with the
15 same or lower salary range of the same assigned salary schedule
16 must be paid an amount equal to their previous base salary.

17 2. An employee occupying a position reallocated to a class with a
18 higher salary range of the same assigned salary schedule must have
19 their base salary adjusted to the same step in the new range as held
20 in the previous range. In unique circumstances, (e.g., minimum
21 wage adjustments) the employer may determine a different salary
22 placement other than step for step. Upon request of the Union, the
23 Employer will bargain the salary effect(s).

24 3. Upon request of the Union, the Employer will bargain the salary
25 effect(s) of the newly proposed classification when an employee
26 occupying a position is reallocated to a new class that is assigned to
27 a range in a different salary schedule as the previous job class.

1 C. The Employer will allocate or reallocate positions, including newly created
2 positions, to the appropriate classification within the classification plan
3 based upon the duties assigned and performed. Salary placement for new
4 employees will be established per [Section 42.8](#) - Establishing Salaries for
5 new employees and new classifications. Salary placement for classification
6 reallocations of employees in existing positions, that reflect a change in
7 duties when an employer changes the position's duties or when an employee
8 submits a Position Review Request (PRR), will be determined per [Section](#)
9 [41.5](#) - Salary Impact of Reallocation.

10 **41.2 Position Description Updates**

11 A. Position descriptions will be reviewed during the annual performance
12 review period in accordance with [Subsection 5.2](#) (B)(3).

13 B. In accordance with [WAC 357-13-065](#), at the request of the employee and
14 with employee input, the Employer will review and update, if necessary, the
15 employee's position description every six (6) months.

16 **41.3 Position Review**

17 An individual employee who believes that their position is improperly classified
18 may request a review according to the following procedure:

19 A. The employee and/or the employee's immediate supervisor will complete
20 and sign the appropriate form(s). Nothing precludes an employee who is
21 requesting a reallocation from submitting a copy of the request to the
22 designated Human Resources Office to be date stamped. If the employee
23 initiates the request and the supervisor disagrees with the employee's
24 description of the current job duties, the supervisor will note that on the
25 form(s).

- 1 B. The supervisor will then send the completed form(s) to the local Human
2 Resources Office. The Human Resources Office will review the completed
3 form(s) and make a decision regarding appropriate classification. The
4 Human Resources Office will respond to the employee and/or the
5 employee's immediate supervisor in writing within sixty (60) calendar days
6 of receipt of the properly completed form(s). If an allocation determination
7 is not made within the sixty (60) calendar days the employee will be
8 provided with a status report. Upon request, the Human Resources Office
9 will explain the decision to the employee.
- 10 C. In the event the employee disagrees with the reallocation decision of the
11 agency, they may appeal the agency's decision to the OFM/State Human
12 Resources within thirty (30) calendar days of being provided the results of
13 a position review or the notice of reallocation. The OFM/State Human
14 Resources will then make a written determination that will be provided to
15 the employee.
- 16 D. The Employer or employee may appeal the determination of the OFM/State
17 Human Resources to the Washington Personnel Resources Board within
18 thirty (30) calendar days of being provided the written decision of the
19 OFM/State Human Resources. The Board will render a decision, which will
20 be final and binding.
- 21 E. The effective date of a reallocation resulting from an employee request for
22 a position review is the date the request was filed with the local Human
23 Resources Office.
- 24 F. Decisions regarding appropriate classification will be reviewed in
25 accordance with this Section and will not be subject to the grievance
26 procedure specified in [Article 29](#), Grievance Procedure

1 **41.4 Effect of Reallocation**

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

3 1. If the employee has performed the higher-level duties for at least six
4 (6) months and has the skills and abilities required of the position,
5 the employee will remain in the position and retain their existing
6 appointment status.

7 2. If the reallocation is the result of a change in the duties of the
8 position and the employee has not performed the higher-level duties
9 for at least six (6) months, the Employer must give the employee the
10 opportunity to compete for the position if they possess the required
11 skills and abilities. The Employer may choose to promote the
12 employee without competition as long as the employee possesses
13 the required skills and abilities. If the employee is not selected for
14 the position, or does not have the required skills and abilities, the
15 layoff procedure specified in [Article 34](#), Layoff and Recall, will
16 apply. If the employee is appointed to the position, they must serve
17 a trial service period.

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

19 1. If the employee has the skills and abilities required of the position,
20 the employee will remain in the position and retain their existing
21 appointment status.

22 2. If the employee does not have the skills and abilities required of the
23 position, the layoff procedure specified in [Article 34](#), Layoff and
24 Recall, will apply.

25 C. Reallocation to a Class with a Lower Salary Range Maximum

1 1. If the employee has the skills and abilities required of the position
2 and chooses to remain in the reallocated position, the employee will
3 retain their existing appointment status and has the right to be placed
4 on the agency's internal layoff list for the classification the
5 employee held permanent status in prior to the reallocation and in
6 the General Government Transition Pool Program.

7 2. If the employee chooses to vacate the position or does not have the
8 skills and abilities required of the position, the layoff procedure
9 specified in Article 34, Layoff and Recall, will apply.

10 **41.5 Salary Impact of Reallocation**

11 An employee whose position is reallocated will have their salary determined as
12 follows:

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

14 Upon appointment to the higher class, the employee's base salary will be
15 increased to a step of the range for the new class that is nearest to five
16 percent (5%) higher than the amount of the pre-promotional step. At the
17 time of the reallocation, the agency head or designee may authorize an
18 increase of the base salary up to a total of ten percent (10%). The base salary
19 will not exceed the top of the range.

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

21 The employee retains their previous base salary.

22 C. Reallocation to a Class with a Lower Salary Range Maximum

23 The employee will be paid an amount equal to their current salary, provided
24 it is within the salary range of the new position. In those cases where the
25 employee's current salary exceeds the maximum amount of the salary range

1 for the new position, the employee will continue to be compensated at the
2 salary they were receiving prior to the reallocation downward, until such
3 time as the employee vacates the position or their salary falls within the new
4 salary range.

5 **41.6** The Employer will notify the Union when a position is being reallocated to a job
6 classification that is excluded from a bargaining unit covered by this agreement.

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/ 8/29/2024

/s/ 8/29/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 42 COMPENSATION

*The provisions of this Article do not apply to the Department of Corrections, see addendum.

42.1 General Service Pay Range Assignments

- A. Effective July 1, ~~2023~~2025, each classification represented by the Union will continue to be assigned to the same salary range of the General Service Salary Schedule it was assigned on June 30, ~~2023~~2025.

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

- C. Effective July 1, ~~2023~~2025, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with [Article 41.1B](#)

- D. Effective July 1, ~~2023~~2025, all ranges and steps of the General Service Salary Schedule will be increased by ~~four~~three percent (4~~3~~%) as shown in Appendix E. The salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2023~~2025.

- E. Effective July 1, ~~2024~~2026, all ranges and steps of the General Service Salary Schedule will be increased by ~~two~~three percent (3~~2~~%), as shown in Appendix F. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2024~~2026.

- F. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the ~~minimum~~-starting wage established in this collective

1 bargaining agreement, will be paid no less than the minimum wage directed
2 by the local ordinance. The Employer will first consider the hourly wage of
3 the employee's base salary plus the King County Premium pay (if
4 applicable). If, after this consideration, the employee's salary is still below
5 the local ordinance minimum wage the employee will be placed on a step
6 in the assigned salary range that is equal to or higher than the wage
7 requirement of the local ordinance.

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

12 H. Longevity Increase

13 All employees will progress to step M six (6) years after being assigned to
14 step L in their permanent salary range.

15 I. All employees earning a salary that is less than or equal to the state
16 minimum wage will have their salaries adjusted in accordance with the state
17 minimum wage act.

18 J. Eighteen Dollars per Hour Starting Wage

19 After D. above, effective July 1, 2025, salary ranges thirty (30) through
20 thirty-four (34) of the General Service Salary Schedule will be eliminated
21 and step A of the salary range 34 will be increased to eighteen dollars
22 (\$18.00) per hour. Employees at salary ranges 33 and below will be
23 assigned to a step in the new range 34 that is nearest to their new salary as
24 of July 1, 2025, as shown in Appendix XX.

25 K. Compression and Inversion Adjustments for Eighteen Dollars per Hour
26 Starting Wage

1 After D. above, effective July 1, 2025, impacted job classifications will be
2 increased to a higher salary range due to compression or inversion.
3 Appendix XXX identifies the impacted job classifications and the salary
4 range for which they will be assigned. Employees will be assigned to a step
5 in their new range that is nearest to their new salary as of July 1, 2025.

6 **42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or**
7 **Inversion – Inequities**

8 A. Effective July 1, ~~2023~~2025, each classification represented by the Union
9 and listed in Appendix P will continue to be assigned to the same salary
10 range of the “GS1” Salary Schedule it was assigned on June 30, ~~2023~~2025.

11 B. Effective July 1, ~~2023~~2025, each employee will continue to be assigned to
12 the same range and step of the “GS1” Salary Schedule they were assigned
13 on June 30, ~~2023~~2025.

14 C. Effective July 1, ~~2023~~2025, Appendix S identifies classification specific
15 salary adjustments and the salary range the classification is assigned. Salary
16 will be determined in accordance with [Article 41.1.B](#).

17 D. Effective July 1, ~~2023~~2025, all ranges and steps of the “GS1” Salary
18 Schedule will be increased by ~~four~~three percent (~~4~~3%), as shown in
19 Appendix J. This salary increase is based on the “GS1” Salary Schedule in
20 effect on June 30, ~~2023~~2025.

21 E. Effective July 1, ~~2024~~2026, all ranges and steps of the “GS1” Salary
22 Schedule will be increased by ~~two~~three percent (~~3~~2%), as shown in
23 Appendix J. This salary increase is based on the “GS1” Salary Schedule in
24 effect on June 30, ~~2024~~2026.

25 F. Employees who are paid above the maximum for their range on the effective
26 date of the increases described in Subsection D above will not receive the

1 specified increase to their current pay unless the new range encompasses
2 their current rate of pay.

3 G. Longevity Increase

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

6 **42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or**
7 **Inversion – Inequities**

8 A. Effective July 1, ~~2023~~2025, each classification represented by the Union
9 will continue to be assigned to the same step of the “N1” Range Salary
10 Schedule that they were assigned on June 30, ~~2023~~2025.

11 B. Effective July 1, ~~2023~~2025, each employee will continue to be assigned to
12 the same range and step of the “N1” salary schedule they were assigned on
13 June 30, ~~2023~~2025.

14 C. Effective July 1, ~~2023~~2025, Appendix S identifies classification specific
15 salary adjustments and the salary range the classification is assigned. Salary
16 will be determined in accordance with Article 41.1B.

17 D. Effective July 1, ~~2023~~2025, all salary ranges and steps of the “N1” Salary
18 Schedule will be increased by ~~four~~three percent (~~43~~3%), as shown in
19 Appendix L. This salary increase ~~isn~~ based on the “N1” Salary Schedule in
20 effect on June 30, ~~2023~~2025.

21 E. Effective July 1, ~~2024~~2026, all salary ranges and steps of the “N1” Salary
22 Schedule will be increased by ~~three~~two percent (~~32~~2%), as shown in
23 Appendix L. This salary increase in based on the “N1” Salary Schedule in
24 effect on June 30, ~~2025~~24.

25 F. Employees who are paid above the maximum for their range on the effective
26 date of the increases described in Subsection D above, will not receive the

1 specified increase to their current pay unless the new range encompasses
2 their current rate of pay.

3 G. Step U

4 Step U will be designated as twenty-six (26) years of experience and
5 employees will advance to Step U in accordance with [Section 42.8](#), Periodic
6 Increases.

7 [Effective July 1, 2025, the following adjustments will be made to the N1](#)
8 [salary schedule reflected in Appendix B and C: Step X \(14 years\); Step](#)
9 [XX \(17 years and Step XXX \(23 years\)\).](#)

10

11 **42.4 “CC” Pay Range Assignments**

12 ~~For all CC pay range assignments, see DOC Addendum A~~

13 **42.5~~4~~ “IT” Professional Structure Pay Range Assignments**

14 A. ~~Effective July 1, 2023, Appendix T identifies the salary range and~~
15 ~~classification assignment.~~ [Effective July 1, 2025, each classification](#)
16 [represented by the Union will continue to be assigned to the same salary](#)
17 [range of the “IT” Salary Schedule it was assigned on June 30, 2025.](#)

18 [B. Effective July 1, 2025, each employee will continue to be assigned to the](#)
19 [same range and step of the “IT” Salary Schedule they were assigned on June](#)
20 [30, 2025.](#)

21 [CB.](#) Effective July 1, ~~2023~~[2025](#), all salary ranges and steps of the “IT” Range
22 Salary Schedule will be increased by ~~four~~[three](#) percent (~~43~~[43](#)%), [as shown in](#)
23 [Appendix V.](#)

1 DC. Effective July 1, ~~2024~~2026, all salary ranges and steps of the “IT” Range
2 Salary Schedule will be increased by ~~two~~three percent (~~32~~33%), as shown in
3 Appendix V.

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

8 F. Employees within the information technology professional structure who
9 are in the entry, journey and senior/specialist levels designated as and
10 performing all the duties of a supervisor, in accordance with WAC 357-01-
11 317, must receive a five percent (5%) supervisory pay differential in
12 addition to their base salary.

13 G. Longevity Increase

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

16
17 **42.65 Recruitment or Retention – Compression or Inversion – Higher Level Duties**
18 **and Responsibilities – Inequities**

19 Effective July 1, ~~2023~~2025, targeted job classifications ~~were~~will be assigned to a
20 higher salary range due to documented recruitment or retention difficulties,
21 compression or inversion, higher level duties and responsibilities or inequities.
22 Appendix S identifies the impacted job classifications, the effective dates and the
23 salary range for which they ~~were~~will be assigned.

24 **42.67 Pay for Performing the Duties of a Higher Classification**

25 A. Employees who are temporarily assigned the full scope of duties and
26 responsibilities for more than thirty (30) calendar days to a higher-level

1 classification whose salary range maximum is less than fifteen percent
2 (15%) higher than the salary range maximum of the former class will be
3 notified in writing and will be advanced to a step of the range for the new
4 class that is nearest to five percent (5%) higher than the amount of the pre-
5 promotional step. The increase will become effective on the first day the
6 employee was performing the higher-level duties.

7 B. Employees who are temporarily assigned the full scope of duties and
8 responsibilities for more than thirty (30) calendar days to a higher-level
9 classification whose salary range maximum is fifteen percent (15%) or more
10 higher than the salary range maximum of the former class will be notified
11 in writing and will be advanced to a step of the range for the new class that
12 is nearest to ten percent (10%) higher than the amount of the pre-
13 promotional step. The increase will become effective on the first day the
14 employee was performing the higher-level duties.

15 C. In an emergent situation in the absence of an Attendant Counselor 2 or
16 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
17 of a shift charge, they will be compensated as an Attendant Counselor 2
18 relief shift charge for that shift.

19 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for
20 filling behind an Attendant Counselor 3 in the event of absences, ~~exclusive~~
21 ~~of annual leave~~, for ~~fifteen-ten~~ (1510) workdays in a calendar month.
22 Payment at the Attendant Counselor 3 rate will begin on the ~~16th~~ 11th day
23 of the Attendant Counselor 3 absence.

24 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the
25 ~~Psychiatric Security Attendant~~ Forensic Care Associate (PSA/FCA) rate of
26 pay when working in a PSA-FCA post, unless it was the result of a shift
27 exchange in accordance with [Article 6.17](#). Employees compensated in
28 accordance with this Section will be paid at the same step in the PSA-FCA
29 salary that they are currently assigned to at the MHT salary range.

1 F. A Security Guard (SG) 2 will be paid at the Residential Rehabilitation
2 Counselor (RRC) 2 rate of pay when filling in for an RRC2. Employees
3 compensated in accordance with this Section will be paid at the same step
4 in the RRC2 salary that they are currently assigned to at the SG2 salary
5 range.

6 G.F. Department of Transportation – Maintenance Bargaining Unit – Winter
7 Shift Upgrades

8 The Employer will calculate all previous non-permanent appointment time
9 to adjust the salary step, to include a two (2) step increase for every
10 accumulated twelve (12) months, until they reach the top of the pay range.
11 During the temporary upgrade the Periodic Increment Date (PID) increases
12 may be temporarily deferred until the employee returns to their permanent
13 position.

14 **42.87 Establishing Salaries for New Employees and New Classifications**

15 The Employer will assign newly hired employees to the appropriate range and step
16 of the appropriate State Salary Schedules as described in [Sections 42.1, 42.2, 42.3](#)
17 and [42.4](#), above.

18 A. The salary of employees in classes requiring licensure, as a registered nurse
19 or physicians assistant, certified (PA-C) will be governed by the “N1”
20 Range Salary Schedule.

21 B. An employee’s experience as a Registered Nurse (RN), Physicians
22 Assistant, certified (PA-C) and/or Licensed Practical Nurse (LPN),
23 calculated as follows, will determine the placement of an employee on the
24 proper step within an “N1” range:

25 1. RN and PA-C experience will be credited year for year.

1 2. Up to ten (10) years LPN experience will be credited at the rate of
2 two (2) years LPN experience equals one (1) year of RN or PA
3 experience, for a maximum credit of five (5) years.

4 **42.89 Periodic Increases**

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

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

9 B. Employees who are hired at the minimum step of their pay range will
10 receive a two (2) step increase to base salary following completion of six
11 (6) months of continuous service and the date they receive that increase will
12 be the employee's periodic increment date. Thereafter, employees will
13 receive a two (2) step increase annually, on their periodic increment date,
14 until they reach the top of the pay range.

15 C. Employees who are hired above the minimum step of the pay range but
16 below Step L will receive a two (2) step increase to base salary following
17 completion of twelve (12) months of continuous service and the date they
18 receive that increase will be the employee's periodic increment date.
19 Thereafter, employees will receive a two (2) step increase annually, on their
20 periodic increment date, until they reach the top of the pay range.

21 D. Employees governed by the "N1" range salary schedule that have reached
22 Step K, will receive a one (1) step increase based on years of experience up
23 to the maximum of the range.

24 E. Employees who are appointed to another position with a different salary
25 range maximum will retain their periodic increment date and will receive
26 step increases in accordance with [Subsections 42.89](#) A through C.

1 F. Employees appointed to a bargaining unit position without previously
2 having a periodic increment date set, will have their date set according to
3 the following:

4 1. The date of appointment to the bargaining unit position if coming
5 from a Washington Management Service (WMS) or EMS position,
6 or

7 2. Their original hire date into state service if hired at Step L of the
8 range and there is no break in state service.

9

10 G. Seasonal career/cyclic employees periodic increment dates will be adjusted
11 for time not worked.

12 H. Department of Transportation – Maintenance Bargaining Unit – Winter
13 Shift Upgrades

14 The Employer will calculate all previous non-permanent appointment time
15 to adjust the salary step, to include a two (2) step increase for every
16 accumulated twelve (12) months, until they reach the top of the pay range.
17 During the temporary upgrade the PID increases may be temporarily
18 deferred until the employee returns to their permanent position.

19 **42.10~~9~~ Salary Assignment Upon Promotion**

20 A. Employees promoted to a position in a class whose salary range maximum
21 is less than fifteen percent (15%) higher than the salary range maximum of
22 the former class will be advanced to a step of the range for the new class
23 that is nearest to five percent (5%) higher than the amount of the pre-
24 promotional step. The Appointing Authority may approve an increase
25 beyond this minimum requirement, not to exceed the maximum of the salary
26 range.

1 B. Employees promoted to a position in a class whose salary range maximum
2 is fifteen percent (15%) or more higher than the salary range maximum of
3 the former class will be advanced to a step of the range for the new class
4 that is nearest to ten percent (10%) higher than the amount of the pre-
5 promotional step. The Appointing Authority may approve an increase
6 beyond this minimum requirement, not to exceed the maximum of the salary
7 range.

8 C. Geographic Adjustments

9 The Appointing Authority may authorize more than the step increases
10 specified in [Subsections 42.89](#) A and B, when an employee's promotion
11 requires a change of residence to another geographic area to be within a
12 reasonable commuting distance of the new place of work. Such an increase
13 may not result in a salary greater than the range maximum.

14 D. Promotions for Registered Nurses or Physicians Assistants

15 1. Promotional increases for classes requiring licensure as a Registered
16 Nurse (RN) or Physician's Assistant, certified (PA-C) ("N" ranges)
17 are calculated in the manner described below.

18 2. An employee who is promoted into or between classes which have
19 pay range "N" will advance to the step in the new range, as shown
20 in the "N1" Range Salary Schedule, as described in [Section 42.3](#),
21 which represents the greater of (a), (b) or (c) below.

22 a. Placement on the step which coincides with the employee's
23 total length of experience as a Registered Nurse (RN),
24 Physicians Assistant, certified (PA-C) and/or Licensed
25 Practical Nurse (LPN). Experience will be credited as
26 follows:

1 i. RN and PA-C experience will be credited year for
2 year.

3 ii. Up to ten (10) years LPN experience will be credited
4 at the rate of two (2) years LPN experience equals
5 one (1) year of RN or PA-C experience, for a
6 maximum credit of five (5) years.

7 Or

8 b. Placement on the step of the new range that is nearest to a
9 minimum of five percent (5%) higher than the amount of the
10 pre-promotional step. The Appointing Authority may
11 authorize more than a five percent (5%) increase, but the
12 amount must be on a step within the salary range for the
13 class.

14 Or

15 c. The Appointing Authority will advance an employee who is
16 promoted under any one or more of the following conditions
17 to the step of the range for the new class that is nearest to a
18 minimum of ten percent (10%) higher than the amount of the
19 pre-promotional step. The Appointing Authority may
20 authorize more than a ten percent (10%) increase, but the
21 amount must be on a step within the salary range for the
22 class:

23 i. When the employee is promoted to a class whose
24 base range is six (6) or more ranges higher than the
25 base range of the employee's former class;

26 ii. When the employee is promoted over an intervening
27 class in the same class series;

- 1 iii. When the employee is promoted from one (1) class
- 2 series to a higher class in a different series and over
- 3 an intervening class in the new series, which would
- 4 have represented a promotion; or

- 5 iv. When an employee’s promotion requires a change of
- 6 residence to another geographic area to be within a
- 7 reasonable commuting distance of the new place of
- 8 work.

9 **42.10~~1~~ Salary Adjustments**

10 The Employer may increase an employee’s step within the salary range to address
11 issues related to recruitment, retention or other business needs. Such an increase
12 may not result in a salary greater than Step M of the range.

13 Within resources available for these purposes, the employer, at its sole discretion,
14 may authorize additional pay to support the recruitment or retention of the
15 incumbent or candidate for a specific position. At the employer's discretion, up to
16 a fifteen percent premium may be added to the employee's base salary. An
17 employee may not receive more than fifteen percent of his/her annual base salary
18 over a twelve-month period under the provisions of this section.

19 In advance of authorizing a lump sum recruitment or retention payment, employers
20 must establish express conditions in writing for the payment. The conditions must
21 include a specified period of employment or continued employment. Any lump sum
22 payment under this section must only be made after services have been rendered in
23 accordance with conditions established by the employer and become part of the
24 employee's annual compensation for work performed prior to receipt of any funds.

25 Any additional pay granted under this section is a premium that is not part of base
26 salary. The premium is to be used only as long as the circumstances it is based on
27 are in effect.

1 **42.1~~12~~ Demotion**

2 An employee who ~~voluntarily~~ demotes to another position with a lower salary
3 range will be placed in the new range at a salary equal to their previous base salary.
4 If the previous base salary exceeds the new range, the employee's base salary will
5 be set equal to the new range maximum.

6 **42.1~~23~~ Transfer**

7 A transfer is defined as an employee-initiated move of an employee from a position
8 to another position within or between agencies in the same class (regardless of
9 assigned range), or a different class with the same salary range. Transferred
10 employees will retain their current base salary. If the previous base salary exceeds
11 the new range, the employee's base salary will be set to the new range maximum.

12 **42.1~~34~~ Reassignment**

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

17 **42.1~~45~~ Reversion**

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

23 **42.1~~56~~ Elevation**

24 Elevation is defined as restoring an employee to the higher classification, with
25 permanent status, which was held prior to being granted a demotion or to a class
26 that is between the current class and the class from which the employee was

1 demoted. Upon elevation, an employee's salary will be determined in the same
2 manner that is provided for promotion in [Section 42.910](#).

3 **42.167 Part-Time Employment**

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

7 **42.178 Callback**

8 A. Work Preceding or Following a Scheduled Work Shift

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

12 1. Lack of notice for such work will be considered callback and will
13 result in a penalty of three (3) hours of pay at the basic salary in
14 addition to all other compensation due. This penalty will apply to
15 each call.

16 2. The Employer may cancel a callback notification to work extra
17 hours at any time, but cancellation will not waive the penalty cited
18 in this Section.

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

21 B. Work on Scheduled Days Off or Holidays

22 The Employer may assign employees to work on a day off or holiday.
23 Overtime-eligible employees will be notified of such assignments at least
24 prior to the employees' normal quitting times on their second workday

1 preceding the day off or holiday (except Sunday, when it is within the
2 assigned work shift).

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

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

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

13 C. When an overtime-eligible employee volunteers to work on a scheduled day
14 off, the employee is not entitled to callback under [Subsection 42.178 B](#).

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

18 E. Emergency Schedule Changes – Departments of Agriculture and
19 Transportation

20 If the Employer makes an emergency schedule change as defined in Article
21 6, Hours of Work, the affected employee will receive a penalty payment of
22 three (3) hours pay at the basic salary, per occurrence, in addition to all other
23 compensation due.

24 **42.189 Shift Premium**

25 A. For purposes of this Section, the following definitions apply:

1 1. “Evening shift” is a work shift of eight (8) or more hours which ends
2 at or after 10:00 p.m.

3 2. “Night shift” is a work shift of eight (8) or more hours which begins
4 by 3:00 a.m.

5 B. A basic shift premium of two dollars and fifty cents (\$2.50) per hour will
6 be paid to full-time employees under the following circumstances:

7 1. Regularly scheduled evening and night shift employees are entitled
8 to shift premium for all hours worked.

9 2. Regularly scheduled day shift employees are entitled to shift
10 premium when the employee’s regular or temporary scheduled work
11 includes hours after 6:00 p.m. and before 6:00 a.m. where no
12 overtime, schedule change pay, or callback compensation is
13 received. Shift premium for day shift employees is paid only for
14 hours worked after 6:00 p.m. and before 6:00 a.m.

15 3. Employees regularly scheduled to work at least one (1), but not all,
16 evening and/or night shifts are entitled to shift premium for those
17 shifts. Additionally, these employees are entitled to shift premium
18 for all hours adjoining that evening or night shift which are worked.

19 C. Part-time and on-call employees will be entitled to basic shift premium
20 under the following circumstances:

21 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

22 2. For assigned full evening or night shifts, as defined above in
23 [Subsection 42.189](#) A.

24 D. In cases where shift premium hours are regularly scheduled over a year,
25 agencies may pay shift premium at a monthly rate that is equal for all
26 months of the year. Monthly rates will be calculated by dividing twelve (12)

1 into the amount of shift premium an employee would earn in a year if the
2 hourly rules in [Subsection 42.189](#) (B)(1) were applied.

3 E. When an employee is compensated for working overtime during hours for
4 which shift premium is authorized in this Section, the overtime rate will be
5 calculated using the “regular rate.”

6 F. Employees eligible for shift premium for their regularly scheduled shifts
7 will receive the same proportion of shift premium for respective periods of
8 authorized paid leave and for holidays not worked which fall within their
9 regularly scheduled shift.

10 G. Employees that voluntarily request, and are approved, to work a flexible
11 schedule that includes hours worked between 6:00 p.m and 6:00 a.m will
12 not be eligible for the payment of shift premiums contained in this [Section](#)
13 [42.189](#).

14 ~~**42.20—Shift Premium for Registered Nurses and Related Classes**~~

15 ~~Registered Nurses 1 through 4 and related job classes requiring licensure as a~~
16 ~~registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security~~
17 ~~Nurses will receive two dollars and fifty cents (\$2.50) per hour shift differential for~~
18 ~~evening shift and night shift work.~~

19 **42.219 King County Premium Pay**

20 Employees assigned to a permanent duty station in King County will receive five
21 (5%) percent Premium Pay calculated from their base salary. When an employee is
22 no longer permanently assigned to a King County duty station they will not be
23 eligible for this premium pay.

1 **42.20~~2~~ Supplemental Shift Premium for Nurses**

2 For the classes of Registered Nurse 1 through 4, supplemental shift premium will
3 be paid in the amounts and under the conditions described below. Employees may
4 qualify for one (1) or both of these supplemental shift premiums.

5 A. One dollar and fifty cents (\$1.50) per hour during any hours assigned to
6 work or while on paid leave from 11:00 p.m. until 7:00 a.m.

7 B. Four dollars (\$4.00) per hour during any hours worked or while on paid
8 leave from Friday midnight to Sunday midnight.

9 C. Supplemental shift premiums are payable regardless of employment status
10 and/or whether the work was prescheduled.

11 D. Supplemental shift premiums are not payable during hours other than those
12 specified.

13 **42.21~~3~~ Split Shift**

14 When an employee's assigned work shift is split with a minimum of four (4)
15 intervening hours not worked, the employee, ~~except for registered nurses and~~
16 ~~related classes~~, will receive the shift premium rate designated in [Subsection 42.189](#)
17 B for all hours worked. ~~Registered nurses and related classes will receive the~~
18 ~~premium rate set forth in Section 42.20 for all hours worked.~~ The provisions of
19 [Subsections 42.189](#) D, E and F will apply to employees working split shifts.
20 Employees that voluntarily request, and are approved, to work a flexible schedule
21 that includes a split shift will not be eligible for the payment of premiums contained
22 in [Article 42](#), Section [42.21~~3~~](#).

23 **42.22~~4~~ Standby**

24 A. An employee is in standby status while waiting to be engaged to work by
25 the Employer and both of the following conditions exist:

- 1 1. The employee is required to be present at a specified location or is
2 immediately available to be contacted. The location may be the
3 employee’s home or other specific location, but not a work site away
4 from home. When the standby location is the employee’s home, and
5 the home is on the same state property where the employee works,
6 the home is not considered a work site.
- 7 2. The agency requires the employee to be prepared to report
8 immediately for work if the need arises, although the need might not
9 arise.
- 10 B. Standby status will not be concurrent with work time.
- 11 C. When the nature of a work assignment confines an employee during off-
12 duty hours and that confinement is a normal condition of work in the
13 employee’s position, standby compensation is not required merely because
14 the employee is confined.
- 15 D. Overtime-eligible employees on standby status will be compensated at a
16 rate of seven percent (7%) of their hourly base salary for time spent in
17 standby status.
- 18 E. Overtime-exempt employees will be compensated twenty-five dollars
19 (\$25.00) for each day or portion thereof spent in standby status. A day is
20 defined as a twenty-four (24) hour period beginning on the first hour an
21 employee is assigned standby status.
- 22 F. Employees dispatched to emergency fire duty as defined by [RCW](#)
23 [38.52.010](#) are not eligible for standby pay.
- 24 G. This Section will be administered in accordance with the Fair Labor
25 Standards Act (FLSA).

1 **42.235 Relocation Compensation**

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

4 1. When it is reasonably necessary that a person make a domiciliary
5 move in accepting a reassignment or appointment, or

6 2. When it is necessary to successfully recruit or retain a qualified
7 candidate or employee who will have to make a domiciliary move
8 in order to accept the position.

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

16 **42.246 Labor & Industries Risk Class 7200/7201**

17 Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of
18 each year will receive a payment of ~~five~~seven hundred fifty dollars (~~\$500~~750.00).
19 This payment will be treated as wages.

20 **42.257 Salary Overpayment Recovery**

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

24 1. The amount of the overpayment,

25 2. The basis for the claim, and

26 3. The rights of the employee under the terms of this Agreement.

1 B. Method of Payback

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

4 a. Voluntary wage deduction

5 b. Cash

6 c. Check

7 2. The employee will have the option to repay the overpayment over a
8 period of time equal to the number of pay periods during which the
9 overpayment was made, unless a longer period is agreed to by the
10 employee and the agency. The payroll deduction to repay the
11 overpayment shall not exceed five percent (5%) of the employee's
12 disposable earnings in a pay period. However, the agency and
13 employee can agree to an amount that is more than the five percent
14 (5%).

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

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

23 C. Appeal Rights

24 Any dispute concerning the occurrence or amount of the overpayment will
25 be resolved through the grievance procedure in [Article 29](#), Grievance
26 Procedure, of this Agreement.

1 **42.268 Assignment Pay/Special Pay Provisions**

2 A. Assignment Pay

3 Assignment pay is a premium added to the base salary and is intended to be
4 used only as long as the skills, duties, or circumstances it is based on are in
5 effect. The Employer may grant assignment pay to a position to recognize
6 specialized skills, assigned duties, and/or unique circumstances that exceed
7 the ordinary. The Employer determines which positions qualify for the
8 premium. Classes approved for assignment pay are identified in Appendix
9 O.

10 B. Special Pay Ranges

11 Special pay ranges are used to equal or approximate prevailing rate practices
12 found in private industry or other governmental units. An affected class is
13 identified by a letter designation following the basic salary range number or
14 by a letter designation preceding a number. In the latter case, a special salary
15 schedule will be used for such classes.

16 C. All Assignment Pay rates and Special Pay ranges and notes are listed within
17 Appendices O and P of this Agreement.

18 **42.279 Dependent Care Salary Reduction Plan**

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

23 **42.2830 Pre-tax Health Care Premiums**

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

1 **42.29~~31~~** **Medical/Dental Expense Account**

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

7 **42.30~~2~~** **Voluntary Separation Incentives – Voluntary Retirement Incentives**

8 Agencies will have the discretion to participate in a Voluntary Separation Incentive
9 Program or a Voluntary Retirement Incentive Program, if such program is provided
10 for in the operating budget. Such participation must be in accordance with the
11 program guidelines. Program incentives or offering of such incentives are not
12 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

13 **42.31~~3~~** **Special Commitment Center (DSHS)**

14 Employees assigned to work on McNeil Island at the Special Commitment Center
15 will receive ten dollars (\$10.00) premium pay for each day they are physically
16 working on the Island. Days in a paid status not working on the Island will not
17 qualify for their premium pay.

18 **42.32~~4~~** **Fire Duty Compensation – Department of Social and Health Services (DSHS)
19 and Department of Children, Youth, and Families (DCYF)**

20 DSHS and DCYF employees sent to forest fire camps in charge of inmate or
21 resident fire fighters for a period of twenty-four (24) hours or more will be on
22 “extended duty assignment”. Employees on extended duty assignment will be
23 considered to be on continuous duty from the time they commence such duty,
24 including travel time to the fire, until they are released from duty, including travel
25 time for return to their non-fire duty station.

- 1 A. During the extended duty assignment, all time will be paid as work time,
2 except that the Employer may deduct up to eight (8) hours of non-work time
3 each day for sleep, plus up to three (3) hours for meals, provided that:
- 4 1. The employee has no responsibility during time deducted for meal
5 periods.
- 6 2. The time deducted for sleep includes a period of five (5) continuous
7 hours which are not interrupted by a call to work.
- 8 B. Employees will not be entitled to receive callback pay for any work
9 performed during the hours of an extended duty assignment or the transition
10 back to their regular work schedule.
- 11 C. While on extended duty assignment, the employee's workweek will remain
12 the same. However, an employee's assigned work hours while on extended
13 duty assignment may be different from their regularly assigned work hours.
14 Work schedules for employees on extended duty assignment will be
15 determined after camp has been set up.
- 16 D. If an employee is directed to perform duties which extend beyond their
17 assigned work hours, as determined in Subsection 42.29 C above, they will
18 be compensated at the overtime rate. If an employee is directed to return to
19 duty without having had five (5) continuous hours off duty, the employee
20 will be compensated at the overtime rate for all off-duty hours, in addition
21 to the number of hours worked, until they are relieved from duty for five (5)
22 consecutive hours. If an employee is directed to return to work after being
23 off duty for five (5) consecutive hours but prior to their assigned shift, they
24 will be compensated at the overtime rate for actual hours worked during the
25 off-duty hours.
- 26 E. There is no eligibility for standby pay during an extended duty assignment.

1 F. Employees whose regular work schedule entitles them to shift premium will
2 be paid shift premium while on extended duty assignment.

3 **42.335 Fire Duty Compensation – Department of Natural Resources (DNR)**

4 A. Compensation for Typical Fire Suppression Duties and/or Participating in
5 the DNR Fire Training Academy Implementation:

6 DNR employees and Department of Ecology Washington Conservation
7 Corps (WCC Crew) supervisors performing fire suppression duties as
8 defined in [RCW 76.04.005](#)(22), or other emergency duties, or participating
9 in the DNR Fire Training Academy implementation, when they are working
10 under the incident command system will be compensated as follows:

11 1. Employees will be paid at a one and one half (1 ½) times the sum of
12 their regular hourly rate (plus ~~two~~three dollars [~~\$2.00~~\$3.00] if
13 applicable per Subsection 2 below) for those hours worked in excess
14 of forty (40) hours in a workweek.

15 2. ~~Two~~Three dollars (~~\$2.00~~\$3.00) * is added to an employee's regular
16 rate in lieu of any other forms of additional compensation including,
17 but not limited to, callback, standby, stand down, shift differential,
18 split shift differential, assignment pay, schedule change, and pay for
19 rest periods of less than five (5) hours. The provisions of this Section
20 do not apply to the DNR Fire Training Academy.

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

24 *Note: If any other labor organization negotiates an amount greater than
25 ~~two~~three dollars (~~\$2.00~~\$3.00), then this amount will be increased to equal
26 the greater amount.

1 B. Compensation when Deployed to a Closed Satellite Camp:

2 A closed satellite camp means an employee is unable to leave at the end of
3 a work shift. When deployed to a closed satellite camp employees will be
4 considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor
5 Standards Act (FLSA), bona fide meal periods and a bona fide scheduled
6 sleeping period of up to eight (8) hours are excluded from paid time.

7 When employees are deployed to a closed satellite camp the agency will
8 provide specific items after a twenty-four (24) hour grace period, which
9 commences when the incident command team initially deploys staff to the
10 closed satellite camp. The provisions are a hot catered meal, adequate
11 sleeping facilities (this means a sleeping bag and tent), and a sleep period
12 of at least five (5) hours that is not interrupted to perform fire duties. Should
13 the agency not provide these provisions in a closed satellite camp, the
14 employee will be entitled to twenty-four (24) hour pay without excluding
15 bona fide meal or sleep periods until the agency meets its obligation.

16 C. “Wild Fire Suppression and Other Emergency Duties,” Appendix Q,
17 provides direction on the non-compensation elements of fire duty.

18 42.34 Prescribed Fire Operations Compensation – Department of Natural
19 Resources

20 Department of Natural Resources (DNR) employees when performing
21 prescribed fire operations duties will be compensated as follows:

- 22 1. While performing prescribed fire operations duties under an approved
23 burn plan, as outlined in Appendix X, an employee’s work is not exempt
24 from the overtime provisions of state and federal overtime laws. Work
25 performed will be compensated in compliance with state and federal law
26 and the terms of this Article.

1 2. For those hours worked performing prescribed fire operations duties
2 under an approved burn plan, two dollars (\$2.00) is added to an
3 employee's regular rate in lieu of all other forms of additional
4 compensation including, but not limited to, callback, standby, stand
5 down, shift differential, split shift differential, assignment pay and
6 schedule change, and pay for rest periods less than five (5) hours.

7 Employees will be paid at one and one-half (1½) times the sum of their
8 regular hourly rate plus two dollars (\$2.00) for those hours worked in
9 excess of forty (40) hours in a workweek as a result of prescribed fire
10 operations duties performed under an approved burn plan. For purposes
11 of this Subsection, the regular hourly rate does not include any
12 allowable exclusion specified in Section 7.1.D of Article 7, Overtime.

13
14 **42.356 Spill Response Team – Department of Ecology**

15 A. In addition to the compensation described in Article 7, Overtime, employees
16 on spill response duty will be compensated as follows:

- 17 1. Employees will be in only one (1) pay status at a time. Employees
18 cannot accrue standby pay and pay for time worked.
- 19 2. Standby pay will be provided to employees required to be on
20 standby status for purposes of spill response. Employees will be
21 compensated for standby in accordance with Subsection 42.224 D
22 above, for all hours in standby status.

23 B. Employees responding to a spill will be paid at a rate of one and one-half
24 (1-1/2) times the employee's hourly salary (including the assignment pay)
25 for time worked outside their normal work hours. "Responding to a spill"
26 includes receiving phone calls and any required follow-up activities, field
27 response, and any other activities as identified in the Spill Response
28 Operations Manual.

29 C. Employees permanently assigned to the Emergency Spill Response Team
30 (full-time responders) will receive assignment pay per Section 42.265,
31 above. Employees not permanently assigned to the Emergency Response
32 Team (after-hours responders) but who are designated by the Spill Response
33 Section Manager as spill responders eligible for assignment pay, will
34 receive two dollars and forty-four cents (\$2.44) per hour for each hour on

1 duty in the assigned duty week that is outside of normal work hours as
2 described in the Spill Response Operations Manual.

3 **42.3~~6~~7 Emergency/Disaster Operations Compensation**

4 All employees, except those performing duties as outlined in [Sections 42.324](#),
5 [42.335](#), [42.34](#) and [42.356](#) above, performing emergency/disaster/[response and](#)
6 [recovery](#) duties when working full-time [for a state Disaster Recovery Office or](#)
7 [Joint Field Office or](#) under a Level 2 or higher activation level designated by the
8 State Emergency Operation Center will be compensated as follows:

9 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
10 regular hourly rate for those hours worked in excess of forty (40) hours in a
11 workweek as a result of full-time work in support of a significant
12 emergency, [state proclamation for individual assistance or public](#)
13 [assistance](#), declared disaster, or Emergency Management Assistance
14 Compact (EMAC) or other mutual aid activations/deployments as
15 determined by the agency head or designee. During federally declared
16 disasters [and state proclamations for individual assistance or public](#)
17 [assistance](#) overtime compensation will be limited to cash payments.
18 [Overtime pay for work performed when assigned to a State Disaster](#)
19 [Recovery Office or Joint Field Office will be limited to the field operations](#)
20 [phase of a Joint Field Office as designated by the Military Department's](#)
21 [Emergency Management Division Director or designee or for a maximum](#)
22 [of 120 days after the State or Federal Individual Assistance/Public](#)
23 [Assistance Infrastructure assistance program is turned on.](#)

24 B. For those hours worked during [a Level 2 or higher level](#) ~~the~~ activation, ~~one~~
25 [three](#) dollars (~~\$3~~4.00) is added to an employee's regular rate in lieu of shift
26 differential, split shift differential, and/or schedule change compensation.

27 C. Unless otherwise noted in writing, employees will retain the assigned
28 workweek while supporting emergency/disaster operations. However,

1 employees' assigned work hours may be different from their regularly
2 assigned work hours.

3 D. These provisions are limited to qualifying work performed in [direct support](#)
4 [of](#) the Washington [State](#) Emergency Operations Center, [state disaster](#)
5 [recovery operation](#) in [direct support of](#) a Joint Field Office, ~~and work in~~
6 ~~direct support of~~ EMAC or other Mutual Aid activations/deployments.

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/ 9/18/2024

/s/ 9/18/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

7

ARTICLE ~~43~~X

HEALTH CARE BENEFITS AMOUNTS

~~43X.1~~ A. For the 2025-2027 ~~3-2025~~ biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

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

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

~~C.~~ Value-based benefits designs will:

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

~~D.~~ Article X.1 (B) ~~and (C)~~ will expire June 30, 2027~~5~~.

~~43X.2~~ ~~A.~~ The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over
2 impacts of those changes within the scope of bargaining.

3 ~~B. If the PEBB authorizes stand-alone vision insurance coverage, then the~~
4 ~~Employer will pay the entire premium costs for each bargaining unit~~
5 ~~employee.~~

6 **43X.3 Wellness**

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

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

21 **43X.4** The PEBB Program shall provide information on the Employer Sponsored
22 Insurance Premium Payment Program on its website and in an open enrollment
23 publication annually.

24 **43X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member
2 represented by a Union in the Coalition described in RCW 41.80.020(3),
3 who meets the criteria in Subsection X.5 B below.

4 B. In accordance with IRS regulations and guidance, the Employer FSA funds
5 will be made available for a Coalition bargaining unit employee who:

6 1. Is occupying a position that has an annual full-time equivalent base
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~
9 (\$68,004.00) or less on November 1 of the year prior to the year the
10 Employer FSA funds are being made available; and

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

17 3. Hourly employees' annual base salary shall be the base hourly rate
18 multiplied by two thousand, eighty-eight (2,088).

19 4. Base salary excludes overtime, shift differential and all other
20 premiums or payments.

21 C. ~~An -medical~~ FSA will be established for all employees eligible under this
22 Section who do not otherwise have one. An employee who is eligible for
23 Employer FSA funds may decline this benefit but cannot receive cash in
24 lieu of this benefit.

25 D. The provisions of the State's salary reduction plan will apply. In the event
26 that a federal tax that takes into account contributions to an FSA is imposed

1 on PEBB health plans, this provision will automatically terminate. The
2 parties agree to meet and negotiate over the termination of this 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 Healthcare Coalition

/s/ 9/24/2024

/s/ 9/24/2024

Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Kurt Spiegel, Executive Director
WFSE

/s/ 9/24/2

Jane Hopkins, President
SEIU 1199NW

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**ARTICLE 44
TOBACCO FREE WORKPLACE**

44.1 Applicability

This applies only to those employees who work at the Town Center campus located in Tumwater, the Department of Health’s Public Health Laboratory located in Shoreline and the Department of Veteran Affairs home in Walla Walla.

44.2 The Employer may enforce a tobacco free working environment, which includes no use of tobacco or smoking in state vehicles and on agency premises (including parking lots and facilities), where employees are assigned to conduct official state business.

44.3 The Employer will have the right to confine employee tobacco use and smoking to specifically designated areas, or make entire campuses tobacco free. Prior to taking such an approach, the Employer will provide ninety (90) days notice to affected employees. The Employer will help identify smoking and tobacco cessation resources for employees who request help to stop smoking or using tobacco products.

44.4 For locations that are not tobacco free, and in accordance with [Article 38](#), the Employer may provide notice of their intent to change employee tobacco use to specifically designated areas.

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/ 5/30/2024

/s/ 4/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

ARTICLE 45
CONTRACTING

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- 45.1** The Employer will determine which agency services will be subject to competitive contracting in accordance with [RCW 41.06.142](#), [WAC 200-320](#), and [WAC 357-43](#). Nothing in this Agreement will constitute a waiver of the Union’s right to negotiate a mandatory subject in association with Employer’s right to engage in competitive contracting. The Employer will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work. The Employer will make ongoing efforts to fill vacant, funded permanent bargaining unit positions while a staffing shortage necessitates contracting work temporarily.
- 45.2** The Employer will notify the Executive Director of the Union of the proposed contracting in writing. If known at the time of the written notification, the notice must include:
- A. The location where the work will be performed;
 - B. Whether or not the contract is for work customarily and historically performed by bargaining unit members within the impacted bargaining unit and location;
 - C. A description of the work to be contracted;
 - D. A description of the reasons for the contracting; and
 - E. The length and amount of the contract.
- 45.3** The Union will have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may contract for the work without the need for further negotiations.

1 **45.4** In the event of conditions beyond the control of the Employer such as emergencies
2 or mandated conditions requiring immediate implementation, the Employer will
3 notify the Union in writing as soon as practicable.

4 **45.5 Shared Services**

5 The Union and the Employer acknowledge that there may be instances where the
6 Employer might be able to expand operations and/or provide services to other state
7 agencies. It is further acknowledged that such expansion may have a beneficial
8 financial impact to the Employer and may mitigate the impacts of budgetary
9 constraints. The Employer will consider proposals submitted to them from the
10 Union.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 46
PRESUMPTION OF RESIGNATION

46.1 Unauthorized Absence

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

46.2 Notice of Separation

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

46.3 Petition for Reinstatement

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

1 **46.4 Grievability**

2 Denial of a petition for reinstatement is grievable. The grievance may not be based
3 on information other than that shared with the Employer at the time of the petition
4 for reinstatement.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 47
WORKPLACE BEHAVIOR

47.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency’s business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

47.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee, and/or the employee’s union representative, is encouraged to report this behavior to the employee’s supervisor or the Human Resources Office and/or file a grievance in accordance with [Article 29](#), Grievance Procedure. At no time will retaliatory behavior be tolerated for reporting inappropriate workplace behavior. Employees and/or union representatives should identify complaints as inappropriate workplace behavior.

47.3 The Employer will ~~look into~~[review](#) the complaint and/or grievance and [determine whether an investigation is warranted](#)~~take appropriate action as necessary~~. If a complaint was filed, the employee and/or the union representative will be notified at the conclusion.

- 1 **47.4** The Employer and the Union shall jointly make available training on this Article in
2 electronic or in-person format. The training will be provided to union
3 representatives (UMCC committee members, shop stewards, paid Union staff,
4 Union officers), supervisors, managers and Human Resource Office staff.
- 5 **47.5** Grievances related to this Article may be processed through Step 4 of the grievance
6 procedure outlined in [Article 29](#).

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

8/19/24

Page 1 of 1

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ARTICLE 48
CHILDCARE CENTER - LAKELAND VILLAGE

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The Employer will continue to provide the current space for ~~at the existing nonprofit~~ childcare center on the grounds of Lakeland Village. The Employer may relocate or cancel the program with thirty (30) calendar days' notice.

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/ 8/27/2024

 /s/ 8/27/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 49
STRIKES AND LOCKOUTS

3 Nothing in this Agreement permits or grants to any employee the right to strike or refuse
4 to perform their official duties.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
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Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 50
AGENCY SPECIFIC BARGAINING

50.1 Supplemental Bargaining (Except for the Department of Corrections)

- A. The parties will establish up to ten (10) supplemental tables. Additional supplemental tables may be established by mutual agreement.
- B. The Union will provide its agency-specific proposals to each agency, or the Agency will provide the Union, with a copy to the OFM/SHR/Labor Relations Section (labor.relations@ofm.wa.gov) by April 1, ~~2024~~-2026 or the first workday thereafter. The Employer will provide its agency-specific proposals to the Union by May 1, ~~2024~~-2026 or the first workday thereafter.
- C. In order to be submitted to a supplemental table, the proposal must be both agency-specific and non-compensation.
- D. Timeframes for the Conclusion of Supplemental Bargaining
 1. Each supplemental table must conclude negotiations by June 15;
 2. Tentative agreements reached at a supplemental table will be provided to the chief spokesperson of the Union and Employer by July 1; and
 3. Each supplemental table will have up to two (2) full days of negotiations, unless the parties mutually agree to additional days. By agreement, negotiation days may be broken up into partial days.
- E. Release Time

Except as modified in this Section, the terms of the parties' Collective Bargaining Agreement [Subsection 39.12 A](#) will apply for release for formal supplemental bargaining and [Subsection 39.12 B](#) will apply to release time for travel and preparation for supplemental bargaining.

1 1. For the Department of Social and Health Services supplemental
2 table, the Employer will approve release from schedule work of up
3 to nine (9) employee representatives during the time negotiations are
4 being conducted; and

5 2. For all other supplemental tables, the Employer will approve release
6 from scheduled work of us to five (5) employee representatives
7 during the time negotiations are being conducted.

8 F. Process if Parties Fail to Reach Agreement

9 1. If the parties do not reach agreement on a proposal at a supplemental
10 table, the proposal will return to the ~~master~~main negotiations table;

11 2. Nothing precludes a party from withdrawing a proposal that was not
12 agreed to at a supplemental table; and

13 3. Neither party can invoke the provision of [RCW 41.80.090](#) at a
14 supplemental table.

15 G. Any agreement reached at a supplemental table will be reduced to writing
16 and signed by both parties for inclusion in or as an addendum to the
17 ~~2025~~[2027-2027-2029](#) general government ~~master~~collective bargaining
18 agreement.

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/ 8/6/2024

/s/ 8/6/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **ARTICLE 51**
2 **ENTIRE AGREEMENT**

3 **51.1** This Agreement constitutes the entire agreement and any past practice or past
4 agreement between the parties prior to July 1, 2005—whether written or oral—is
5 null and void, unless specifically preserved in this Agreement.

6 **51.2** With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole
7 or in part, by its provisions.

8 **51.3** This Agreement supersedes specific provisions of agency policies with which it
9 conflicts.

10 **51.4** During the negotiations of the Agreement, each party had the unlimited right and
11 opportunity to make demands and proposals with respect to any subject or matter
12 appropriate for collective bargaining. Therefore, each party voluntarily and
13 unqualifiedly waives the right and will not be obligated to bargain collectively,
14 during the term of this Agreement, with respect to any subject or matter referred to
15 or covered in this Agreement. Nothing herein will be construed as a waiver of the
16 Union’s collective bargaining rights with respect to matters that are mandatory
17 subjects/topics under the law.

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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ARTICLE 52
SAVINGS CLAUSE

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

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/ 5/30/2024

/s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

8

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ARTICLE 53

2

DISTRIBUTION OF AGREEMENT

3

53.1 The Employer will post the Agreement on the Office of Financial Management's
4 (OFM's) internet by the effective date of the Agreement or sixty (60) days after
5 legislative approval, whichever is later. The Employer will post the Agreement
6 electronically on the OFM website on the effective date of the agreement and
7 provide a copy to the lead Union negotiator in electronic format by the following
8 January in print ready format in both Word and PDF.

9

Each agency will post the Agreement electronically on the agency's intranet after
10 it is posted by OFM. The Employer will provide all employees with a link to the
11 Agreement. All employees will be authorized access to the Agreement link via a
12 state electronic device. Each employee may print and staple or clip one (1) copy of
13 the Agreement from the link on work time on state-purchased paper and state-
14 owned or leased equipment. For employees who are not assigned to state offices
15 and do not have ready access to state printers, agencies will provide one printed
16 copy to those employees upon request by the employee. The Employer and the
17 Union will share the cost of printing this Agreement, in Braille and large-print
18 copies.

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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/ 8/29/2024

/s/ 8/29/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1 **ARTICLE 54**
2 **TERM OF AGREEMENT**

3 **54.1** All provisions of this Agreement will become effective July 1, 2025~~3~~, and will
4 remain in full force and effect through June 30, 2027~~5~~; however, in accordance with
5 [RCW 41.80.090](#), if this Agreement expires while negotiations between the Union
6 and the Employer are underway for a successor Agreement, the terms and
7 conditions of this Agreement will remain in effect for a period not to exceed one
8 (1) year from the expiration date. Thereafter, the Employer may unilaterally
9 implement according to law.

10 **54.2** Either party may request negotiations of a successor Agreement by notifying the
11 other party in writing no sooner than January 1, 2026~~4~~, and no later than January
12 31, 2024~~6~~. In the event that such notice is given, negotiations will begin at a time
13 agreed upon by the parties.

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/ 5/30/2024

 /s/ 5/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX A
BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES

~~* This Appendix has been modified by an MOU effective November 20, 2023~~

Agency	PERC Description	Order #
Agriculture	Non-Supervisory Classified Grain Program, Fruit and Vegetable Inspection, Commission Merchants, Livestock Identification, Weights & Measures and Plant Services Non-Supervisory Classified - Grain Program Fruit and Vegetable Program Seed Program Livestock Identification Program Plant Protection Division	12375-13781
Archaeology and Historic Preservation	Non- Supervisory Classified - Agency Wide	13721
Arts Commission	Non-Supervisory Classified	8411
Office of Administrative Hearings	Call Center Customer Service Specialist	13526
Office of the Attorney General	AGO Professional Staff	13216
Blind Services	Non-Supervisory Classified – Agency wide	8429
	Supervisory Classified – Agency wide	8429

Agency	PERC Description	Order #
Blind, School	Agency wide – Institutions, excluding Teachers	8438
Center for Deaf and Hard of Hearing Youth	Non-Supervisory Classified – Institutions	8417
	Supervisory Classified - Institutions	8417
Commerce	Non-Supervisory Community Program Developers, Clerical, MA, FSM and PSS	12321
	Supervisory Community Program Developers	8385
Corrections	Non-Supervisory Community Corrections	11448
	Supervisors Community Corrections	8412
	Non-Supervisors – Warrants/Records Unit	9812
	Non-Supervisors – Program Coordinators	12054
	Supervisor – Records Division	13497
	Non-Supervisor – Records Division	13497
CJTC	Agency wide	RU-369
CTS	Agency wide	12765
DCYF	Non-Supervisory Classified – Agency Wide	13399
	Supervisory Classified – Agency Wide	13399
DES	Non-Supervisory Capitol Facilities	11665
	Supervisory Capitol Facilities	11665
	Non-Supervisory Consolidated Mail Services	11656
	Contracts and Legal Services	11652

Agency	PERC Description	Order #
	Construction & Maintenance Supts.	11665
	Non-Supervisory Fleet Operations	11656
	Non-Supervisory Production Services	11656
DFW	Non-Supervisory Information Tech Services	8130
	Supervisory Business Services	8646
	IT Specialists in Wildlife Science Division	10962-A
	Technology & Financial Management, Public Affairs, Information Governance and Construction and Assessment Management	12575
DSHS	Non-Supervisory Institutions	13524 13651- A
	Supervisors Institutions	12689- A13630
	Non-Supervisory Multiple Divisions/Units	12783
	Supervisors Multiple Divisions/Units	12783
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
Ecology	Non-Supervisory Classified – Agency wide	12565
	Supervisors Washington Conservation Corps	12956
Energy Facility Site Evaluation Council	Non-Supervisory Classified – Agency wide	13626
ESD	Non-Supervisory Classified – Agency wide	8413
	Supervisory Classified – Agency wide	8413

Agency	PERC Description	Order #
Department of Financial Institutions	Non-Supervisory Classified – Enforcement Unit of the Customer Services Division	13558
Health	Non-Supervisory Classified – Agency wide	12326
	Supervisors Center for Health Statistics	8427
Health Care Authority	Non-Supervisory Classified-Specific Classifications	12336
	Supervisory Medicaid Purchasing Administration Transfers	Laws of 2011, 1st Spec. Sess., ch 15 § 124(8)
Horse Racing Commission	Non-Supervisory Classified – Agency wide	8433
	Supervisory Classified – Agency wide	8433
Human Rights	Non-Supervisory Investigators & Specialists	RU-243
Industrial Appeals	Non-Supervisory Support Services	8430
	Support Services Supervisors	8430
Insurance Comm.	Non-Supervisory Classified – Agency wide	8199
L&I	Non-Supervisory Classified – Agency wide	8437
	Supervisory Classified – Agency wide	8437

Agency	PERC Description	Order #
Licensing	Non-Supervisory Classified – Agency wide	7991-A
	Supervisory Classified – Agency wide	8175
Lottery	Non-Supervisory District Sales Representatives	RU-576
Military	Emergency Management and Information Technology	10820
	Army Division (Office, Professional, Administrative and Clerical)	9641-B
	Washington Youth Academy	13611
Natural Resources	Non-Supervisory Residual Unit	8458-C
	Supervisory Residual Employees	8711
<u>Office of Superintendent of Public Instruction</u>	<u>Non-supervisory Classified – Network Operations and Technology Support Center</u>	<u>13772</u>
OMWBE	Non-Supervisory Classified	10720-A
<u>Parks</u>	<u>Non-Supervisory Classified – Agency wide</u>	<u>10707</u>
	<u>Supervisory Classified – Agency wide</u>	<u>8528</u>
Recreation and Conservation Office	Non-Supervisory Classified – Agency wide	8415
Retirement Systems	Non-Supervisory Classified – Retirement Specialists	13621

Agency	PERC Description	Order #
Parks	Non-Supervisory Classified—Agency wide	10707
	Supervisory Classified—Agency wide	8528
Secretary of State	Non-Supervisory Archives & Records	8195-A
	Supervisory Archives & Records	8195-A
	Non-Supervisory – Elections	12076
	Non-Supervisory – Information and Security Response Unit	13836
State Historical Society	Non-Supervisory Classified – Agency wide	12915
State Patrol	Non-Supervisory Mixed Classes – Agency wide	8469
	Non-Supervisory Service Workers at WSP Academy	RU-251
	Non-Supervisory Crime Laboratories	8425
	Supervisors Crime Laboratories	8425
	Non-Supervisory Fire Protection Services	8422
	Supervisors Fire Protection Services	8422
	Transportation	Non-Supervisory Mixed Classes – Agency wide
Non-Supervisory Highway Maintenance		9859
Supervisors Highway Maintenance		13670
UTC	Non-Supervisory – Agency wide	8546

Agency	PERC Description	Order #
	Non-Supervisory Motor Carrier Law Enforcement	RU-313
Veterans Affairs	Non-Supervisory Veteran’s Homes Supervisors Veteran’s Homes	12407 12408
WTECB	Agency wide	RU-191

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/ 9/19/2024

/s/ 9/19/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX B
JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR
FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2

~~1. Board of Industrial Insurance Appeals~~

~~IT Support Technician 2~~

12. Center for Deaf and Hard of Hearing Youth

Information Technology Specialist 3

Maintenance Mechanic 2

23. Department of Agriculture

Agricultural Commodity Inspector 1, 2, 3, 4, and 5

Brand Inspector 1 and 2

Grain Inspector 1, 2 and 3

Grain Inspector Supervisor

Grain Sampler/Weigher

Pest Biologist 1 and 2

34. Department of Children, Youth, and Families

Juvenile Rehabilitation Coordinator (excluding Institutions)

Juvenile Rehabilitation Security Manager

Juvenile Rehabilitation Supervisor

Social Service Specialist 3 and 4

Social and Health Program Consultant 1 and 2

Social Service Training Specialist

45. Department of Commerce

Commerce Specialists 1 and 2

1 **56. Department of Ecology**

2 Community Outreach & Environmental Education Specialist 1, 2, 3, and 4

3 Environmental Planner 1, 2, 3, 4 and 5

4 Environmental Specialist 1, 2, 3, 4, and 5

5 Information Technology Specialist 1, 2, 3, 4, and 5

6 Management Analyst 3, 4, and 5

7 Marine Transportation Safety Specialist 2 and 3

8 Natural Resource Scientist 1, 2, 3, and 4

9 [Washington Conservation Corps Crew Supervisor 1 and 2](#)

10

11 **67. Department of Fish and Wildlife**

12 Carpenter

13 Construction and Maintenance Project Supervisor

14 Construction Project Coordinator 1, 2, and 3

15 Control Technician, Lead

16 Customer Service Specialist 2

17 Electrician

18 Electronics Technician

19 Equipment Operator 2

20 Equipment Technician 1, 2, and 3

21 Land Surveyor 2 and 3

22 Maintenance Mechanic 1, 2, and 3

23 Utility Worker 1, 2, 3, and 4

24 Welder/Fabricator

25 **78. Department of Health**

26 Health Care Investigator 1, 2, and 3

27 Investigator 3 and 4

1 Pharmacist Investigator

2 **89. Department of Labor and Industries**

3 Apprenticeship Consultant 2 and 3

4 [Compliance Industrial Safety & Health Investigator 1, 2, 3, 4, 5 and 6](#)

5 Industrial Hygienist 2, 3 and 4

6 Industrial Relations Agent 2, 3, and 4

7 Investigator 2 and 3

8 [Occupational Safety and Health ~~Inspector~~ Professional](#) 1, 2, 3 and 4

9

10

11 **10. Department of Social and Health Services**

12 Attendant Counselor Manager

13 Community Worker

14 Developmental Disabilities Case/Resource Manager

15 Developmental Disabilities Outstation Manager

16 Food Manager 1

17 Forensic Therapists

18 Investigator 1 and 2

19 Long Term Care Surveyor

20 Program Specialist 3 (ESA/CSD Mobile CSO)

21 Quality Control Specialist

22 Residential Services Coordinator

23 Security Guard 3

24 Social Service Specialist 3 and 4

25 Social Service Training Specialist

26 **11. Employment Security Department**

27 Information Technology Specialist 2, 3 and 4

1 **12. Horse Racing Commission**

2 Investigator 1, 2 and 3

3 Racing Official 1 and 2

4 **13. Military Department**

5 Emergency Management Program Specialist 1 and 2

6 Information Technology Specialist 2 and 3

7 **14. Office of the Insurance Commissioner**

8 Financial Examiner 1

9 **15. Office of Minority and Women’s Business Enterprises**

10 Management Analyst 4

11 **16. Recreation and Conservation Office**

12 Information Technology Specialist 2

13 **17. Utilities and Transportation Commission**

14 Transportation Engineer 3 (Federal Rail Inspectors)

15 Rail Carrier Compliance Specialist (State Rail Inspectors)

16 Investigator 3 (Motor Carrier Inspectors)

17 Energy/Utilities Engineer 3 (Pipeline Inspectors)

18 **18. Washington State Historical Society**

19 Preservation and Museum Specialist 1

20 Preservation and Museum Specialist 2

21 Preservation and Museum Specialist 3

22 Preservation and Museum Specialist 4

23 Program Coordinator

- 1 Maintenance Custodian
- 2 Information Technology Specialist 2
- 3 **19. Workforce Training and Education Coordinating Board**
- 4 Information Technology Specialist 2
- 5 **20. Office of the Attorney General**
- 6 Legal Assistant 1-4
- 7 Paralegal 1 and 2
- 8 AGO Investigator/Analyst
- 9 AGO Senior Investigator/Analyst
- 10 AGO Investigator/Analyst Supervisor
- 11 Maintenance Mechanic 1
- 12 Maintenance Mechanic 2

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/ 7/26/2024

/s/ 7/26/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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**APPENDIX C
LAYOFF UNITS**

*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum.

1. Arts Commission

The agency is designated as the single layoff unit.

2. Board of Industrial Insurance Appeals

The agency is designated as the single layoff unit.

3. Center for Deaf and Hard of Hearing Youth

The agency is designated as the single layoff unit.

4. Criminal Justice Training Commission

The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

5. Department of Agriculture

Layoff units will be by order as follows:

A. Division by County

The employee's division within the county in which the permanent workstation is located.

1) For the purposes of the execution of this section, the following counties will be combined as a single layoff unit:

- a. Chelan and Douglas
- b. Benton and Franklin

1 c. Clark and Cowlitz

2 d. Grant and Adams

3

4 B. County Only

5 If no option is available within the division/county layoff unit, the entire
6 agency within the county in which the employee's permanent workstation
7 is located will be considered the layoff unit.

8 1) For the purposes of the execution of this section, the following
9 counties will be combined as a single layoff unit:

10 a. Chelan and Douglas

11 b. Benton and Franklin

12 c. Clark and Cowlitz

13 d. Grant and Adams

14

15 C. Entire Division/Statewide

16 If no option is available within the county layoff unit, the employee's
17 division throughout the entire state will be considered the layoff unit.

18

19 D. Entire Agency

20 If no option is available within the division/statewide layoff unit, the entire
21 department statewide will be considered the layoff unit.

22

1 6 **Department of Archaeology and Historic Preservation**

2 The agency is designated as the single layoff unit

3 ~~Cartographer 1~~

4 ~~Commerce Specialist 3~~

5 ~~Commerce Specialist 4~~

6 ~~Fiscal Analyst 2~~

7 ~~Forms and Records Analyst 2~~

8 ~~Forms and Records Analyst Supervisor~~

9 ~~Program Assistant~~

10 76. **Department of Children, Youth, and Families**

11 The DCYF layoff units shall be as described below:

12 A. Excluding institutions, County of the official duty station

13 B. If no option is available within the county layoff unit, the unit expands to a
14 specified county grouping layoff unit as defined in the table below. (Note:
15 if your official duty station is in the county in Column A, your layoff unit
16 at this step will include the county in Column A and the counties in Column
17 B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman, Walla Walla, Columbia
Benton	Franklin, Grant, Walla Walla, Yakima, Klickitat

Chelan	Kittitas, Grant, Douglas, Okanogan
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman, Asotin
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman, Walla Walla
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln, Yakima
Grays Harbor	Lewis, Mason, Pacific, Thurston, Jefferson
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason, Grays Harbor
King	Kitsap, Pierce, Snohomish
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima, Benton
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wahkiakum

Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Column A	Column B
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wahkiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis, Klickitat
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman, Asotin, Garfield
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla

Yakima	Benton, Kittitas, Klickitat, Grant
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2 C. If no option is available within the specified county grouping layoff unit as
3 defined above, then the unit expands to a regional layoff unit. The regional
4 layoff unit is determined by the county of the employee's official duty
5 station. For example, if the employee's official duty station is in Pierce
6 County, the regional layoff unit is Region 5.

7 D. If no option is available within the Regional Layoff unit above, the
8 department statewide will be considered the layoff unit.

9 For institutions only: the institution in which the employee works will be
10 the primary layoff unit. If no option is available within the institution
11 proceed through Subsection A-D above.

12 **87. Department of Commerce**

13 Layoff units will be by order as follows:

14 ~~A. Division by County~~

15 ~~The employee's division within the county in which the permanent~~
16 ~~workstation is located.~~

17 ~~B. County Only~~

18 ~~If no option is available within the division/county layoff unit, the entire~~
19 ~~agency within the county in which the employee's permanent workstation~~
20 ~~is located will be considered the layoff unit.~~

1 AC. Entire Division/Statewide

2 ~~If no option is available within the county layoff unit, the employee's~~
3 ~~division throughout the entire state will be considered the layoff unit. The~~
4 ~~employee's division statewide.~~

5 D. Entire Agency

6 If no option is available within the division/statewide layoff unit, the entire
7 department statewide will be considered the layoff unit.

8 ~~8. — Department of Corrections~~

9 ~~Layoff units will be by order as follows:~~

10 ~~A. — County~~

11 ~~The county in which the employee's permanent workstation is located.~~

12 ~~B. — Neighboring County Group~~

13 ~~If no option is available within the county layoff unit, the unit expands to a~~
14 ~~neighboring county group layoff unit as defined in the table below.~~
15 ~~Neighboring counties are adjoining counties that share a land border or are~~
16 ~~connected by a bridge. (Note: If your permanent workstation is in the county~~
17 ~~in Column A, your layoff unit at this step will include the counties in~~
18 ~~Column B).~~

19

Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Adams	Franklin; Grant; Lincoln; Whitman

Asotin	Garfield; Whitman
Benton	Franklin; Grant; Klickitat; Yakima; Walla Walla
Chelan	Douglas; Kittitas; Okanogan
Clallam	Jefferson
Clark	Cowlitz; Skamania
Columbia	Garfield; Walla Walla; Whitman
Cowlitz	Clark; Lewis; Skamania; Wahkiakum
Douglas	Chelan; Grant; Kittitas; Okanogan
Ferry	Lincoln; Okanogan; Stevens
Franklin	Adams; Benton; Grant; Walla Walla; Whitman
Garfield	Asotin; Columbia; Whitman
Grant	Adams; Benton; Douglas; Franklin; Lincoln; Kittitas; Okanogan; Yakima
Grays Harbor	Jefferson; Lewis; Mason; Pacific; Thurston
Island	Skagit
Jefferson	Clallam; Kitsap; Grays Harbor; Mason
King	Pierce; Snohomish
Kitsap	Jefferson; Mason; Pierce
Kittitas	Chelan; Douglas; Grant; Yakima

Klickitat	Yakima; Benton
Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Lewis	Cowlitz; Grays Harbor; Pacific; Pierce; Skamania; Thurston; Wahkiakum
Lincoln	Adams; Ferry; Grant; Okanogan; Spokane; Stevens; Whitman
Mason	Grays Harbor; Jefferson; Kitsap; Thurston
Okanogan	Chelan; Douglas; Ferry; Grant; Lincoln
Pacific	Grays Harbor; Lewis; Wahkiakum
Pend Oreille	Spokane; Stevens
Pierce	King; Kitsap; Lewis; Thurston
San Juan	None
Skagit	Island; Snohomish; Whatcom
Skamania	Clark; Cowlitz; Lewis
Snohomish	King; Skagit
Spokane	Lincoln; Pend Oreille; Stevens; Whitman
Stevens	Ferry; Lincoln; Pend Oreille; Spokane
Thurston	Grays Harbor; Lewis; Mason; Pierce
Wahkiakum	Cowlitz; Lewis; Pacific

Walla Walla	Benton; Columbia; Franklin
Whatecom	Skagit
Whitman	Adams; Asotin; Columbia; Franklin; Garfield; Lincoln; Spokane
Yakima	Benton; Grant; Kittitas; Klickitat

1

2 ~~C. Statewide~~

3 ~~If no option is available within the neighboring county group layoff unit,~~
4 ~~the department statewide will be considered the layoff unit.~~

5 **9. Department of Ecology**

6 The county in which the employee's workstation is located will be the
7 primary layoff unit. If no option is available within the county layoff unit,
8 the unit expands to the region. If no option is available within the regional
9 layoff unit, the unit expands to the department statewide.

10 **10. Department of Financial Institutions**

11 The agency is designated as the single layoff unit.

12

13 **1110. Department of Fish and Wildlife**

14 The following will constitute separate layoff units.

15 A. All classified support staff.

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

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

2 In each layoff unit the first option will be within the county of the position's
3 official duty station. If there are no options in the county, the search expands
4 to the bordering counties within the layoff unit. If there are no options in
5 the bordering counties, the search expands to statewide within the layoff
6 unit. If no option is available in the state within the layoff unit, the unit
7 expands to the department statewide.

8 **1211. Department of Enterprise Services**

9 A. Western Washington Region

10 The layoff unit will first be the county in which the employee's permanent
11 workstation is located. If there are no options in the county, the layoff unit
12 expands to Western Washington. If there are no options in Western
13 Washington, the layoff unit expands to the department statewide.

14 B. Eastern Washington Region

15 The layoff unit will first be the county in which the employee's permanent
16 workstation is located. If there are no options in the county the layoff unit
17 expands to Eastern Washington. If there are no options in Eastern
18 Washington, the layoff unit expands to the department statewide.

19 **1312. Department of Health**

20 The layoff unit will first be the county in which the position is located, and if no
21 options are available, then to the department statewide.

22 **1413. Consolidated Technology Services**

23 The layoff unit will first be the county in which the position is located, and if no
24 options are available, then to the department statewide.

1 **1514. Department of Labor and Industries**

2 The county in which an employee's workstation is located will be the primary
3 layoff unit. If no option is available within the county layoff unit, the unit expands
4 to the bordering counties, and then the unit expands to the region. If no option is
5 available within the regional layoff unit, the unit expands to the department
6 statewide.

7 **1615. Department of Licensing**

8 The department is separated into six (6) layoff units. These layoff units are
9 described as follows:

10 1. Layoff Unit 1

11 Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam
12 Counties. *(Western Washington region)

13 2. Layoff Unit 2

14 King County. *(Western Washington region)

15 3. Layoff Unit 3

16 Pierce and Kitsap Counties. *(Western Washington Region)

17 4. Layoff Unit 4

18 Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat
19 (White Salmon only), Skamania and Grays Harbor Counties. *(Western
20 Washington Region)

21 5. Layoff Unit 5

22 Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and
23 Chelan Counties. *(Eastern Washington Region)

1 6. Layoff Unit 6

2 Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin,
3 Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties.

4 *(Eastern Washington Region)

5 If there are no options available in the layoff unit, the applicable *region
6 shall be considered the layoff unit.

7 If there are no options available in the applicable region, the layoff unit shall
8 be statewide.

9 **1716. Department of Natural Resources**

10 A. For All Employees except Seasonal Career Employees the Layoff Units are:

11 1. For positions located in the Natural Resources Building (NRB), the
12 layoff unit will first be within the NRB, and if no options are
13 available, then to the department statewide.

14 2. For positions located in a region, the layoff unit will first be within
15 the region in which the position is located, and if no options are
16 available, then to the department statewide.

17 B. For Seasonal Career Employees, the Layoff Units are:

18 1. The district within which the position is assigned; or

19 2. The region excluding district positions, if the position is assigned to
20 a region but does not report to a district: or

21 3. The division if the position is assigned to a division

1 **1817. Department of Social and Health Services**

2 A. Excluding Institutions: The county in which an employee's workstation is
3 located will be the primary layoff unit. If no option is available within the
4 county layoff unit, the unit expands to bordering counties. If no option is
5 available in the bordering counties, the unit expands to the county group. If
6 no option is available in the county group, the unit expands to the region. If
7 there is no option available within the region, the unit expands to the
8 department statewide.

9 B. For institutions only: The institution in which the employee works will be
10 the primary layoff unit. If no option is available within the institution layoff
11 unit, the unit expands to the county. If no option is available within the
12 county layoff unit, the unit expands to bordering counties. If no option is
13 available in the bordering counties, the unit expands to the county group. If
14 no option is available in the county group, the unit expands to the region. If
15 no option is available within the region, the unit expands to the department
16 statewide. Within the Developmental Disabilities Administration
17 institutions, State Operated Living Facilities (SOLA) will be considered
18 part of the institution layoff unit for the purpose of identifying layoff
19 options.

20 C. County Group:

21 Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant,
22 Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

23 Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and
24 Yakima.

25 Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

26 Group 4: King

1 Group 5: Kitsap, and Pierce.

2 Group 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat,
3 Lewis, Mason, Pacific, Skamania, Thurston, and
4 Wahkiakum.

5 **19. Department of Retirement Systems**

6 The agency is designated as the single layoff unit.

7 **2018. Department of Transportation**

8 Layoff units are as follows:

9 A. Headquarters Layoff Unit

10 The layoff unit for headquarters employees includes all positions located in
11 Thurston County. This layoff unit does not include positions assigned to the
12 Olympic Region.

13 B. Right of Way Layoff Units

14 Employees will be offered available layoff options, first within the
15 employee's local layoff unit. The local layoff units are the Transportation
16 Building and the region Real Estate Services Offices, where the employee's
17 permanent duty station is located. Local layoff units will not cross layoff
18 unit boundaries. If the employee has no option within the local layoff unit
19 to remain at his/her present class or at the next lower class in which the
20 employee has permanent status, the employee's layoff unit will expand to
21 include all bargaining unit positions within the Department.

22 C. Eastern Region, North Central Region, Olympic Region, South Central
23 Region and Southwest Region Layoff Units

1 The local layoff unit for Maintenance employees includes all positions
2 (including out-stationed Headquarters positions) located in the maintenance
3 area within which the employee's official duty station is located.

4 The local layoff unit for all other employees includes all positions
5 (including out-stationed Headquarters positions) located in the county
6 within which the employee's official duty station is located.

7 If no option is available within the local layoff unit, the unit expands to
8 include all positions (including out-stationed Headquarters positions)
9 located in the region. The Olympic Region layoff unit does not include out-
10 stationed Headquarters positions.

11 D. Northwest Area Layoff Units

12 The Northwest Area layoff unit includes all employees and positions in the
13 Northwest Region, Planning and Policy office, Aviation Division,
14 Washington State Ferries, and out-stationed Headquarters employees and
15 positions.

16 1. Maintenance Employees

17 The local layoff unit for Maintenance employees includes all
18 positions (including out-stationed Headquarters positions) located
19 in the maintenance area where the employee's official duty station
20 is located.

21 2. Northwest Region Employees

22 The local layoff unit for NW Region employees whose official duty
23 station is located in King, Whatcom, Skagit, Island or Snohomish
24 county includes all positions (including out-stationed Headquarters
25 positions) located in the county within which the employee's official

1 duty station is located. This layoff unit does not include positions
2 assigned to the Washington State Ferries.

3 3. Aviation Division Employees

4 The local layoff unit for Aviation Division employees includes all
5 positions (including out-stationed Headquarters positions) assigned
6 to the division.

7 4. Washington State Ferries

8 The local layoff unit for employees includes all positions (including
9 out-stationed Headquarters positions) located with the Washington
10 State Ferries. The local layoff unit for general service employees
11 includes all general service and out-stationed Headquarters
12 positions located within the Washington State Ferries.

13 If no option is available within any of these local layoff units, the
14 unit expands to include all positions (including out-stationed
15 Headquarters positions) located in the Northwest Area layoff unit.

16 **2119. Department of Veterans Affairs**

17 The following will constitute the layoff units for the department:

18 A. For employees in Western Washington, the county in which the employee's
19 permanent workstation is located is the initial layoff unit. If there are no
20 options in the county, the layoff unit expands to Western Washington. If
21 there are no options in Western Washington, the layoff unit expands to the
22 department statewide.

23 B. For employees in Eastern Washington, the county in which the employee's
24 permanent workstation is located is the initial layoff unit. If there are no
25 options in the county, the layoff unit expands to Eastern Washington. If

1 there are no options in Eastern Washington, the layoff unit expands to the
2 department statewide.

3 **2220. Employment Security Department**

4 A. County of the official duty station.

5 B. If no option is available within the county layoff unit, the unit expands to a
6 specified county grouping layoff unit as defined in the table below. (Note:
7 If your official duty station is in the county in Column A, your layoff unit
8 at this step will include the county in Column A and the counties in Column
9 B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman
Benton	Franklin, Grant, Walla Walla, Yakima
Chelan	Kittitas, Grant, Douglas
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens

Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln
Grays Harbor	Lewis, Mason, Pacific, Thurston
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason
King	Kitsap, Pierce, Snohomish, Thurston
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wakiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Column A	Column B
Okanogan	Chelan, Douglas, Ferry, Lincoln

Pacific	Cowlitz, Grays Harbor, Lewis, Wakiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, King, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat

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- C. If no option is available within the specified county grouping layoff unit as defined in Subsection 2.B above, then the unit expands to a regional layoff

1 unit as defined below. The regional layoff unit is determined by the county
2 of the employee's official duty station. For example, if the employee's
3 official duty station is in Pierce County, the regional layoff unit is Unit A.

4 1. Regional Layoff Unit A includes: Clallam, Clark, Cowlitz, Grays
5 Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason,
6 Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston,
7 Wahkiakum, and Whatcom.

8 2. Regional Layoff Unit B includes: Adams, Asotin, Benton, Chelan,
9 Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas,
10 Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla,
11 Whitman, and Yakima.

12 D. If no option is available within the Regional Layoff unit as defined in
13 Subsection 2.C. above, the department statewide will be considered the
14 layoff unit.

15 **23. Energy Facility Site Evaluation Council**

16 The agency is designated as the single layoff unit.

17 **2421. Health Care Authority**

18 The layoff unit will first be to the county in which the position is located, and if no
19 options are available, then to the ~~department~~agency statewide.

20 **2522. Horse Racing Commission**

21 A single statewide layoff unit.

22 **2623. Human Rights Commission**

23 The agency is designated as the single layoff unit.

1 **2724. Military Department**

2 The agency is designated as the single layoff unit.

3 **28. Office of Administrative Hearings**

4 The agency is designated as the single layoff unit.

5 **2925. Office of the Attorney General**

6 For purposes of determining layoff options, layoff units are determined as follows
7 in order of priority:

- 8 1. The county layoff unit is the primary layoff unit;
- 9 2. The region layoff unit;
- 10 3. The statewide layoff unit.

11 The county layoff unit is the primary layoff unit and is the county in which
12 an employee's work station is located.

13 The region layoff unit is the region in which an employee's work station is
14 located. There are four regions in the state: Northwest Region, Southwest
15 Region, Central Region and Eastern Region. The statewide layoff unit is all
16 AGO offices statewide.

17 **3026. Office of the Insurance Commissioner**

18 The layoff unit for general service employees is an expanding layoff unit.

19 A. For employees in Western Washington, the county of the official worksite
20 is the initial layoff unit. If there are no options in the county, the layoff unit
21 expands to Western Washington. If there are no options in Western
22 Washington, the layoff unit expands to the department statewide.

23 B. For employees in Eastern Washington, the county of the official worksite is
24 the initial layoff unit. If there are no options in the county, the layoff unit

1 expands to Eastern Washington. If there are no options in Eastern
2 Washington, the layoff unit expands to the department statewide.

3 **3127. Office of Minority and Women’s Business Enterprises**

4 The agency is designated as the single layoff unit.

5 **3231. Office of the Superintendent of Public Instruction**

6 Network Operations and Technology Support Center.

7 **3328. Parks and Recreation Commission**

8 The agency is designated as the single layoff unit.

9 **3429. Recreation & Conservation Office**

10 The agency is designated as the single layoff unit.

11 **3530. School for the Blind**

12 The agency is designated as the single layoff unit.

13 **3631. Secretary of State**

14 The layoff unit for general service employees is an expanding layoff unit.

15 A. For employees in Western Washington, the county of the official worksite
16 is the initial layoff unit. If there are no options in the county, the layoff unit
17 expands to Western Washington. If there are no options in Western
18 Washington, the layoff unit expands to the department statewide.

19 B. For employees in Eastern Washington, the county of the official worksite is
20 the initial layoff unit. If there are no options in the county, the layoff unit
21 expands to Eastern Washington. If there are no options in Eastern
22 Washington, the layoff unit expands to the department statewide.

1 **3732. Services for the Blind**

2 The agency is designated as the single layoff unit.

3 **3833. Utilities and Transportation Commission**

4 The layoff unit will first be the county in which the position is located, and if no
5 options are available, then to the department statewide.

6 **3934. Washington State Historical Society**

7 The agency is designated as the single layoff unit.

8 **4035. Washington State Lottery**

9 The layoff unit will first be the region in which the position is located, and if no
10 options are available, then to the department statewide.

11 **4136. Washington State Patrol**

12 The layoff unit will first be the county in which the position is located, and if no
13 options are available, then to the department statewide.

14 **4237. Workforce Training and Education Coordinating Board**

15 The agency is designated as the single layoff unit.

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/ 9/17/202

/s/ 9/17/202

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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
WFSE GG/2025-2027 Negotiations

9/96/24

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APPENDIX D
LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION
COMMITTEES

1. Department of Corrections

In each region.

2. Department of Fish and Wildlife

One (1) committee for each bargaining unit.

3. Department of Health

Shoreline Campus.

4. Department of Labor and Industries

Division of Occupational Safety and Health, Insurance Services and Field Services.

5. Department of Children, Youth and Families

- a. One for each region of child welfare field operations
- b. One for each JR institution.
- c. One for the Eastern Regions (Regions 1 and 2) of Juvenile Rehabilitation Community Facilities, Reentry and Parole.
- d. One for the Western regions (Regions 3, 4, 5, and 6) of Juvenile Rehabilitation community Facilities, Reentry and Parole.

6. Department of Social and Health Services

One (1) at each institution and by Appointing Authority in each region, one (1) Regional Business Services in each region, one (1) at each [DSHS Behavioral Health & Treatment Center – Maple Lane Campus Unit](#) and [DSHS Behavioral Health & Treatment Center – Steilacoom Unit](#)~~Competency Restoration Program facility~~

1 ~~(Maple Lane and Fort Steilacoom), one (1) at each behavioral health civil center~~
2 ~~(Maple Lane and Brockmann Campus),~~ one (1) Consolidated Business Services
3 (CBS), and one (1) Maintenance and Operations Division (MOD). For MOD and
4 CBS only, if requested by the Union, up to three (3) additional employee
5 representatives will be allowed to attend local level UMCC meetings.

6 **7. Department of Transportation**

7 In each region and one (1) for headquarters.

8 **8. Department of Veterans Affairs**

9 One (1) at each institution.

10 **9. Employment Security Department**

11 One (1) in each of the following divisions:

- 12 a. Executive Programs
- 13 b. Finance & Administrative Services
- 14 c. Employment Connections
- 15 d. Human Resources
- 16 e. Information Technology Services
- 17 f. Paid Family and Medical Leave
- 18 g. Policy, Data, Performance and Integrity
- 19 h. Unemployment Insurance Customer Support

20 **10. Military Department**

21 One (1) in each of the following areas:

- 22 a. Camp Murray
- 23 b. Washington Youth Academy

1 **11. Parks and Recreation Commission:**

2 In each region and one (1) for headquarters.

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/ 8/22/2024

/s/ 8/22/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX G TELEWORK

Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.

Definition

Telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.

Position Eligibility

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day in accordance with their telework agreement. The Employer may not require employees to submit additional documentation tracking their work solely because they telework.

Telework Requests and Agreements

An employee may submit a written request to their Employer for approval to telework in accordance with agency policy and the Employer will provide a written response. The Employer ~~may~~will consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's policies and operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees may appeal a denied request through their Appointing Authority. A telework agreement shall not change an employee's duty station.

1 **APPENDIX H**
2 **REDEPLOYMENT**

3 ~~In emergencies there may be mandated conditions that are outside of the Employer's~~
4 ~~control requiring immediate redeployment of the workforce. Employees with the necessary~~
5 ~~skills, abilities, or licensure may be re-deployed outside their agency to another state~~
6 ~~agency at the direction of their employer, to support staffing shortages. For the purpose of~~
7 ~~this Appendix, an emergency is an event or set of circumstances which demands immediate~~
8 ~~action to preserve public health, protect life, protect public property or to provide relief to~~
9 ~~any overtaken by such occurrences; or reaches such a dimension or degree of~~
10 ~~destructiveness as to warrant the governor proclaiming a state of emergency pursuant to~~
11 ~~RCW 43.06.010.~~

12 ~~• Agencies will identify when emergency staffing is needed, any emergent workforce~~
13 ~~shortages and the number of employees and skills required to fill those shortages.~~
14 ~~Other agencies may identify employees that can be redeployed to help fill the~~
15 ~~identified shortages. The technical details required for effective redeployment,~~
16 ~~including training, equipment needs, work assignments, and payroll/benefit~~
17 ~~reimbursement, will be determined on a case-by-case basis between the two (2)~~
18 ~~agencies.~~

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

25 ~~• The Employer will seek volunteers for redeployment prior to requiring employees~~
26 ~~to redeploy. The Employer will make every effort to assign employees to their~~
27 ~~current geographic region when redeployed to another agency and no redeployment~~
28 ~~will exceed three (3) months unless there is mutual agreement to extend for a longer~~
29 ~~period.~~

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

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

17 ~~• Employees who are in a nonpermanent appointment at the time of redeployment to~~
18 ~~another state agency will have their nonpermanent appointment extended at their~~
19 ~~lending agency for the time period in which the employee was redeployed, but in~~
20 ~~accordance with the provisions of this CBA.~~

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

25 ~~• Travel time and mileage costs incurred by the employee during their redeployment~~
26 ~~with the receiving agency will be paid by the receiving agency in accordance with~~
27 ~~the SAAM.~~

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APPENDIX O
ASSIGNMENT PAY

*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference#
Bridge Maintenance Specialist 1	597F	See Reference	5, 21, 22
Bridge Maintenance Specialist 2	597G	See Reference	5, 21, 22
Bridge Maintenance Specialist 3	597K	See Reference	5, 22
Bridge Maintenance Specialist Lead	597N	See Reference	5, 21, 22
Construction & Maintenance Project Lead	627F	See Reference	3, 39
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	678I	5 percent	9
Custodian 2	678J	5 percent	9
Part A – DSHS: Adult Protective Services (APS)		10 percent	77A
Part B – DCYF: Licensing Child Protective Services (CPS), Child Welfare CPS, Child and Family Welfare Services (CFWS), Family Assessment Response		10 percent	77B

GROUP A			
Class Title	Class Code	Premium	Reference#
(FAR), and Family Volunteer Services (FVS)			
Electrician	608F	5 percent	51
Equipment Operator 1	618R	See Reference	12
Ferry Operator Assistant	653P	10 percent	5
Ergonomist 3	305C	10 percent	56
Ergonomist 4	305D	10 percent	56
Highway Maintenance Worker 1	596P	See Reference	5, 16, 22, 36
Highway Maintenance Worker 2	596R	See Reference	5, 16, 22, 36
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22, 36
Hydrogeologist 3	514G	7.5 percent	NEW #X
Hydrogeologist 4	514H	7.5 percent	NEW #X
Hydrogeologist 5	514I	7.5 percent	NEW #X
Compliance Industrial Safety and Health Investigator 1	406A	10 percent	56
Compliance Industrial Safety and Health Investigator 2	406B	10 percent	56
Compliance Industrial Safety and Health Investigator 3	406C	10 percent	56
Compliance Industrial Safety and Health Investigator 4	406D	10 percent	56
Compliance Industrial Safety and Health Investigator 5	406E	10 percent	56

GROUP A			
Class Title	Class Code	Premium	Reference#
Compliance Industrial Safety and Health Investigator 6	406F	10 percent	56
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	See Reference	5
Maintenance Specialist 3	596J	See Reference	5
Maintenance Specialist 5	596L	See Reference	21
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Natural Resource Scientist 1	516K	7.5 percent	NEW #X
Natural Resource Scientist 2	516L	7.5 percent	NEW #X
Natural Resource Scientist 3	516M	7.5 percent	NEW #X
Natural Resource Scientist 4	516N	7.5 percent	NEW #X
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Forensic Care Associate 1	347J	5 percent	11
Forensic Care Associate 2	501A	5 percent	11
Forensic Care Associate 3	501B	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55

GROUP A			
Class Title	Class Code	Premium	Reference#
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Occupational Safety and Health Professional 1	392E	10 percent	56
Occupational Safety and Health Professional 2	392F	10 percent	56
Occupational Safety and Health Professional 3	392G	10 percent	56
Occupational Safety and Health Professional 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

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GROUP B		
Assigned Duty	Premium	Reference#
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	See Reference	37B
Certified Instructors (DOC)	See Reference	50
Specialty Teams (DOC)	5 percent	59
Clerical Crime Lab Support (WSP)	5 percent	25

Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62	
CSR Team and SIR Team (WSP)	3 percent	27	
Designated Corridors, Night Shift (DOT)	See Reference	49	
Driving Fish Hauling Trucks (DFW)	See Reference	26	
Dual Language Requirement	5 percent	18	
Emergency Spill Response Team (ECY)	See Reference	24	
Enhanced Drivers License (DOL)	10 percent	43	
Heavy Equipment Mechanic <u>maintenance</u> work greater than 26,000 lbs.	20 percent	75	
Illegal Encampments Right of Way (DOT)	10 percent	48	
Patient Resident Supervision (DCYF, DSHS)	5 percent	1	
Patient Transport (DSHS)	10 percent	17	
Pesticide Sprayers (DOT)	10 percent	16	
SCUBA Diving/DPIC Requirement	\$10.00/hour	3	
Training Certification and Re-Certification	\$10.00/hour	78	
Tree felling duties (DOT)	See Reference	63	
<u>Work at Heights on Communications Towers</u>	<u>10 percent</u>	<u>76</u>	
GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent

567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
Department of Children, Youth and Families			
294F	Dental Assistant 1	Echo Glen	5 percent
292F	Dental Hygienist 2	Echo Glen	5 percent
355G	Juvenile Rehabilitation Counselor 2	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Counselor 3	Lewis Co. and Yakima Co.	5 percent
285F	Registered Nurse 2	Echo Glen	5 percent
Department of Fish and Wildlife			
630E	Welder – Fabricator	Thurston Co. and Yakima Co.	10 percent
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	12.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent
306P	Occupational Therapist 3	Pierce Co.	5 percent

306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
310I	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent
362F	Psychologist - Forensic Evaluator	Special Commitment Center	5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumclaw	5 percent
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597G	Bridge Maintenance Specialist 2	Enumclaw	5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent

597N	Bridge Maintenance Specialist Lead	Bellevue, Everett, Lakewood, Tacoma	10 percent
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600J	Equipment Technician 2	Enumclaw	5 percent
600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician 3	Enumclaw	5 percent
600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600L	Equipment Technician Lead	Enumclaw	5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
151H	Fiscal Specialist Supervisor	Northwest Region outlying Maintenance	5 percent

		Offices (Everett, King County [except Region HQ])	
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except King County and Region HQ)	10 percent
148M	Fiscal Technician 2	King County	5 percent
NEW	Heavy Equipment Mechanic 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
NEW	Heavy Equipment Mechanic 1	Enumclaw	5 percent
NEW	Heavy Equipment Mechanic 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
NEW	Heavy Equipment Mechanic 2	Enumclaw	5 percent
NEW	Heavy Equipment Mechanic 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent

NEW	Heavy Equipment Mechanic 3	Enumclaw	5 percent
NEW	Heavy Equipment Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Enumclaw	5 percent

596R	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Enumclaw, Everett, Greenwater, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility) , Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton) , Stevens Pass (US 2: Berne Camp) , Tacoma, White Pass (US 12: White Pass Facility) , Woodinville	10 percent
596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility) , Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton) , Stevens Pass (US 2: Berne Camp) , Tacoma, White Pass (US 12: White Pass Facility) , Woodinville	10 percent
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542:	10 percent

		Shuksan Facility), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton)), Stevens Pass (US 2: Berne Camp)), Tacoma, White Pass (US 12: White Pass Facility)), Woodinville	
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	5 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility)), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton)), Stevens Pass (US 2: Berne Camp)), Tacoma, White Pass (US 12: White Pass Facility)), Woodinville	10 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent

626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
598P	Maintenance Operations Assistant Superintendent	Seattle Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596I	Maintenance Specialist 2	Enumclaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596J	Maintenance Specialist 3	Enumclaw	5 percent
179I	Property & Acquisition Specialist 1	Northwest Region (except King County)	2.5 percent
179J	Property & Acquisition Specialist 2	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	5 percent
179K	Property & Acquisition Specialist 3	Headquarters, Eastern Region, Olympic Region, Northwest Region	10 percent

		(except King County)	
179K	Property & Acquisition Specialist 3	King County	5 percent
179L	Property & Acquisition Specialist 4	Headquarters, Eastern Region, Olympic Region (except King County)	7.5 percent
179L	Property & Acquisition Specialist 4	King County	2.5 percent
179M	Property & Acquisition Specialist 5	Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)	7.5 percent
179M	Property & Acquisition Specialist 5	King County	2.5 percent
179N	Property & Acquisition Specialist 6	Olympia	7.5 percent
179N	Property & Acquisition Specialist 6	Seattle	2.5 percent
179N	Property & Acquisition Specialist 6	Spokane	7.5 percent
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent
530M	Transportation Engineer 3 (Cadastral)	King County	5 percent
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent

100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County {except Region HQ})	5 percent
Department of Veteran Affairs			
311E	Dietitian 1	Retsil	5 percent
602K	Stationary Engineer 2	Pierce County	5 percent
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425G	Legal Assistant 3	Thurston County	10 percent
425H	Legal Assistant 4	King County	15 percent
425H	Legal Assistant 4	Thurston County	10 percent
425I	Legal Administrative Manager	King County	15 percent
425I	Legal Administrative Manager	Thurston County	10 percent
426E	Paralegal 1	King County	5 percent
426F	Paralegal 2	King County	5 percent
426G	Paralegal 3	King County	5 percent
Washington State Patrol			
396L	Deputy State Fire Marshal	North Bend	2.5 percent
Washington Center for Deaf and Hard of Hearing Youth			
257J	Residential/Student Life Counselor	Vancouver	5 percent

Washington State School for the Blind			
257J	Residential/Student Life Counselor	Vancouver	5 percent

1

2 **REFERENCE #1:**

3 Within the Department of Social and Health Services for the supervision, training, and
4 mentoring of individuals with intellectual disabilities, or individuals with symptoms and
5 behaviors related to significant mental illness; or in the Department of Children, Youth,
6 and Families for the supervision, training, and mentoring of Juvenile Rehabilitation (JR)
7 institution residents or Department of Corrections offenders residing in JR facilities. Basic
8 salary plus five percent (5%).

9 **REFERENCE #2:**

10 For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a
11 month shall be paid to employees in this class.

12 **REFERENCE #3:**

13 For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic
14 salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

15 **REFERENCE #4:**

16 For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus
17 five percent (5%).

18 **REFERENCE #5:**

19 For assigned operation of highway equipment rated above the employee's classification.
20 Basic salary plus the hourly difference between Step M of the Highway Maintenance
21 Worker 2 class and Step M of the salary range representing a four-range increase over the
22 Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid
23 for actual operations that continue for at least one (1) hour. Equipment operation that lasts
24 for less than one (1) continuous hour shall not qualify the operator for premium pay.
25 Employees operating this equipment in a bona fide training assignment are not entitled to
26 the higher rate.

27 **REFERENCE #9:**

28 For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning
29 and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus
30 five percent (5%) will also be paid to designated working supervisor of floor crew.

1 **REFERENCE #11:**

2 For successful completion of the Department of Social and Health Services approved core
3 curriculum which consists of forty-five (45) college quarter credit hours or its equivalent
4 in semester hours and current participation in the development and implementation of
5 assigned aspects of individual resident treatment activities. Basic salary plus five percent
6 (5%).

7 **REFERENCE #12:**

8 Employees assigned to operate equipment above this level shall be compensated basic
9 salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the
10 higher rate on each day they operate the higher level equipment.

11 **REFERENCE #14:**

12 For all hours worked when assigned to bridge painting inspection duties which involve
13 climbing and work in exposed positions at heights from which an employee might fall
14 thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by
15 walls or guardrails. Basic salary plus ten percent (10%).

16 **REFERENCE #16:**

17 For mixing, record keeping, and application of pesticides by a licensed Department of
18 Transportation spray operator. Basic salary plus the hourly difference between step M of
19 the Highway Maintenance Worker 2 class and Step M of the salary range representing a
20 four-range (4) increase over the Highway Maintenance Worker 2 class. Employees who
21 are responsible for actual mixing, record keeping, and spraying of pesticide as documented
22 by completion and signature of a "Pesticide Application Record" shall be paid for actual
23 hours of operation that continues for at least one (1) hour. Mixing, record keeping, and
24 application of pesticides that last for less than one (1) hour shall not qualify employees for
25 assignment pay.

26 **REFERENCE #17:**

27 Payable to DSHS staff in classifications below the Truck Driver salary range when they
28 are qualified to operate, and are operating equipment, which is on the DSHS equipment list
29 calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%).
30 Payable for the greater of actual operating time or two (2) hours. Applicable only to the
31 Department of Social and Health Services.

32 **REFERENCE #18:**

33 Employees in any position whose current assigned job responsibilities include proficient
34 use of written and oral English and proficiency in speaking and/or writing one or more
35 additional languages, American Sign Language, or Unified English Braille, provided that
36 proficiency or formal training in such additional language is not required in the
37 specifications for the job class. Basic salary plus five percent (5%).

1 **REFERENCE #20:**

2 Basic salary plus ten percent (10%) for certified asbestos workers while they are required
3 to wear and change into or out of full-body protective clothing and a pressurized respirator.

4 **REFERENCE #21:**

5 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when
6 assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding
7 routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

8 **REFERENCE #22:**

9 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while
10 either operating an Under-Bridge Inspection Truck (UBIT) from the bucket or while
11 serving as back-up operator on the bridge deck.

12 **REFERENCE #24:**

13 Part A: Within the Department of Ecology, basic salary plus ten percent (10%) to
14 designated employees permanently assigned to the Emergency Spill Response Team.

15 Part B: Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each
16 hour on duty in the assigned duty week outside of normal work hours to designated
17 employees not permanently assigned to the Emergency Spill Response Team.

18 **REFERENCE #25:**

19 Basic salary plus five percent (5%) for crime lab support staff performing evidence
20 handling activities.

21 **REFERENCE #26:**

22 Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for
23 employees with a Class A or Class B Commercial Driver's License performing the
24 following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL
25 truck for authorized maintenance, fish loading or unloading, pre and post trip inspections,
26 and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter
27 on an hour-for-hour basis, rounded up to an hour.

28 **REFERENCE #27:**

29 Basic salary plus three percent (3%) to designated forensic scientist of the Washington
30 State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident
31 Response Team.

1 **REFERENCE #29:**

2 Upon review from OFM State Human Resources and negotiations with OFM Labor
3 Relations Section employees in any position located where the cost of living impacts the
4 agency's ability to recruit and/or retain employees which would severely impair the
5 effective operation of the agency, will be compensated basic salary plus specified
6 percentages as detailed in the Group C listing.

7 **REFERENCE #35:**

8 Basic salary plus five percent (5%) for each day that an eligible employee is assigned the
9 role of the Presiding Steward for the Washington Horse Racing Commission.

10 **REFERENCE #36:**

11 Basic salary plus ten percent (10%) while performing back flow valve testing.

12 **REFERENCE #37B (WFSE Only):**

13 Excluding employees whose assigned duties are classification specific or position specific,
14 within the Washington State Parks and Recreation Commission, Department of Children,
15 Youth, and Families, and the Department of Social and Health Services, certified
16 instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or
17 pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour
18 for every hour engaged in giving instruction to or in receiving re-certification training.
19 Pistol maintenance instructors are eligible for this additional compensation when they are
20 instructing in a classroom setting, providing one-on-one instruction or repairing at the
21 firing range.

22 **REFERENCE #39:**

23 Construction and Maintenance Project Lead and Construction and Maintenance Project
24 Supervisor positions assigned to marine crew will be compensated basic salary plus ten
25 percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on
26 each day they operate Class C equipment.

27 **REFERENCE #43:**

28 Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees
29 who have successfully completed the DOL-sponsored Enhanced Drivers License Training
30 Course and have been qualified and permanently assigned to denote US Citizenship and
31 issue a Washington State enhanced driver's license or enhanced identification card.

32 **REFERENCE #48:**

33 Basic salary plus ten percent (10%) will be paid to Department of Transportation
34 employees when assigned by the employer to work in or remove illegal encampments
35 within State Right of Way.

1 **REFERENCE #49:**

2 Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees
3 permanently or temporarily assigned to crews that maintain designated corridors on night
4 shift because heavy congestion on the roadway prevents these activities from occurring
5 during the day. Employees temporarily assigned to night shift to perform snow and ice
6 removal do not qualify for the premium.

7 **REFERENCE #51:**

8 Within the Department of Enterprise Services, basic salary plus five percent (5%) for work
9 assigned on and/or testing of high voltage distribution systems of seven hundred and fifty-
10 one (751) volts or more and will be rounded up to the nearest hour.

11 **REFERENCE #53:**

12 Within the Washington State Parks and Recreation Commission, basic salary plus seven
13 and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such
14 duties will be assigned in writing and as directed by management.

15 **REFERENCE #55:**

16 Basic salary plus two and one half percent (2 1/2%) for Security Guards and Residential
17 Rehabilitation Counselors within the Department of Social and Health Services that are
18 assigned to the Special Commitment Center (SCC) firefighting response team.

19 **REFERENCE #56:**

20 Within the Department of Labor and Industries, conditional to serious hazard exposure as
21 defined by RCW 49.17.180(7): Compliance Industrial Safety and Health Investigators, ~~and~~
22 Occupational Safety & Health Professionals, and Ergonomists will be compensated basic
23 salary plus ten percent (10%) for each hour they are required to use personal protective
24 equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous
25 worksites to consult, inspect or investigate where serious hazards are present.

26 **REFERENCE #59:**

27 Basic salary plus five percent (5%) shall be paid to trained and qualified employees who
28 are assigned members of the following designated specialty teams: Emergency Response
29 Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT),
30 Crisis Negotiation Team (CNT) and Critical Incident Stress Management (CISM).
31 Assignment pay under this reference shall be paid on an hour for hour basis for every hour
32 worked during an authorized team related assignment or training.

33 **REFERENCE #62:**

34 Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to
35 Northwest High Intensity Drug Trafficking Area and Organized Crime Intelligence Unit

1 employees for performing criminal intelligence and investigative analysis work. Activities
2 include de-confliction communications with other government public safety agencies for
3 officer safety. De-confliction of case information to ensure that officers are not taking
4 action in conflict of another active investigation. Developing criminal link to associates
5 and family members for known or potential criminal activities. Participating in proffer
6 interviews with detectives, subjects and attorneys. Participating in the service of state and
7 federal search warrants.

8 **REFERENCE #63:**

9 For certified Department of Transportation employees in positions permanently assigned
10 duties that include tree evaluation and felling. Basic salary plus the hourly difference
11 between Step M of the Highway Maintenance Worker 2 class and Step M of the salary
12 representing a four (4) range increase over the Highway Maintenance Worker 2 class for
13 each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

14 **REFERENCE #75:**

15 Basic salary plus twenty percent (20%) payable to positions for heavy equipment
16 mechanics, within the Equipment Technician series, for hours worked required to regularly
17 performing as part of their assigned duties hands-on mechanical maintenance, diagnostics,
18 fabrications, calibrations, and repair work on heavy-duty vehicles and/or heavy equipment
19 and vehicles greater than twenty-six thousand (26,000) GVWR.

20 *Note: heavy-duty vehicles and heavy equipment are required to meet the weight
21 requirements.

22 **REFERENCE #76:**

23 Basic salary plus ten percent (10%) while performing assigned job responsibilities
24 requiring work at heights above four feet at communication tower sites or are at the same
25 remote location directly supervising an employee performing these duties. These
26 employees are responsible for performing work on towers, which includes working at
27 heights from which an employee might fall in excess of four (4) feet. Employees will be
28 paid a minimum of four (4) hours at the higher rate on each day they perform this work at
29 a communication tower site or are at the same remote location directly supervising an
30 employee performing these duties. The higher rate of pay is not to be paid for travel to/from
31 remote tower locations and does not include administrative time.

32 **REFERENCE #77:**

33 **Part A – DSHS:**

34 77A - Basic salary range plus ten percent (10%) for Social Service Specialist 3, 4 and 5s
35 who independently perform the full scope of work during unannounced visits in
36 unregulated environments, such as private residences, to conduct investigations for

1 allegations of abuse and/or neglect to assess the safety of vulnerable adults. Positions in an
2 in-training capacity are not eligible until they reach the goal class(es) noted above.

3 **Part B – DCYF:**

4 77B - Basic salary range plus ten percent (10%) for Social Service Specialists 3, 4 and 5s
5 who independently perform the full scope of work during visits in unregulated
6 environments, such as private residences, to conduct investigations for allegations of abuse
7 and/or neglect to assess the safety of vulnerable children. Positions in an in-training
8 capacity are not eligible until they reach the goal class(es) noted above.

9 **REFERENCE #78:**

10 ~~Certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol~~
11 ~~maintenance within the Criminal Justice Training Commission will be compensated at~~
12 ~~basic salary plus ten dollars (\$10.00) per hour for every hour engaged in giving instruction~~
13 ~~in certification and re-certification training.~~

14 NEW #X:

15 Within the Department of Ecology and Department of Natural Resources, basic salary plus
16 seven and one half percent (7.5%) for designated specialty Hydrogeologist 3, 4, and 5 and
17 Natural Resource Scientist 1, 2, 3, and 4 employees whose work includes consultation,
18 design and execution of geological investigations, being in responsible charge (RCW
19 18.220.010(14)) of geological or specialty geological work, or the drawing of geological
20 conclusions and recommendations in a way that affects the public health, safety, or welfare;
21 or testimony, or preparation and presentation of exhibits or documents for the sole purpose
22 of being placed in evidence before any administrative or judicial tribunal or hearing.

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/ 9/30/2024

/s/ 9/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1

APPENDIX P

2

SPECIAL PAY RANGES AND NOTES

3 These ranges are used to equal or approximate prevailing rate practices found in private
4 industry or other governmental units. An affected class is identified by a letter designation
5 following the basic salary range number or by a letter designation preceding a number. In
6 the latter case, a special salary schedule will be used for such classes.

7 **“E” RANGE:**

8 This range is used for classes having a prevailing pay range that is shorter than
9 Washington’s standard ranges. An “E” range is a standard range with the first four (4) steps
10 removed. Thus, the first step is the same as Step E of the standard range having the same
11 range number. Periodic increases are made at the same intervals as through standard ranges.

12 **“D” RANGE:**

13 This range is a single rate per hour equivalent to the State's minimum wage. It is payable
14 to employees who have dog handler assignments, and only while they are off duty, but are
15 still required to care for the dog in their charge (usually at home). Work time to be paid at
16 "D" range includes but is not limited to time required for daily feeding, exercising,
17 grooming, and emergency health care of the dog, and care and cleaning of the kennel.

18 **“G” RANGE:**

19 This range is used for classes having a prevailing pay range which is shorter than
20 Washington’s standard ranges. A “G” range is a standard range with the first six steps
21 removed. Thus, the first step of such a range is the same as Step G of the standard range
22 having the same range number. Periodic increases are made at the same intervals as through
23 standard ranges.

24 **“GS1” RANGE:**

25 This range applies to the following specific job classes:

1 Physician 2, Physician 3, periodic increases are made at the same intervals as through
2 standard ranges.

3 **“I” RANGE:**

4 This range is five (5) ranges higher than the range approved for Lottery District Sales
5 Representative and it may be applied only to those classifications. Use of this range is
6 limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks for any
7 program; (b) may not exceed four (4) programs in any consecutive twelve (12) months; (c)
8 require achievement of specific goals which are set for each program by the lottery, such
9 goals to be in excess of normal performance standards for the class. At its discretion,
10 Lottery may designate the fourth (4th) quarter incentive program in any fiscal year to
11 compensate employees for the achievement of annual goals. This provision may not be
12 applied to any quarter other than the fourth (4th).

13 Lottery is authorized to compensate individual employees on the “I” range for not more
14 than three (3) months as a result of any one (1) sales incentive program, with the number
15 of months as stipulated in the incentive program announcement. Within these limits,
16 movement of any employee to and from the “I” range will be at the discretion of the
17 Lottery, and shall be from and to the same step, subject to change by the employee’s
18 periodic increment date.

19 **“J” RANGE:**

20 This range is a single rate per hour equivalent to Range 69, Step L. Use is limited to Lottery
21 employees who volunteer and are selected for lottery drawing duty as one (1) of the
22 following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security Official
23 (LSO); or (c) the Headquarters Drawing Official (HDO), as described under Lottery
24 procedures.

25 Employees performing these functions during their normal working shift will not be
26 eligible for “J” range compensation. Employees performing these functions outside of their

1 shift will be compensated by the “J” rate on an hourly basis with a two (2)-hour minimum
2 per drawing period.

3 **“N1” RANGE:**

4 This range applies to nurses represented by the Washington Federation of State Employees
5 and is used for classes requiring licensure as a registered nurse and having a prevailing pay
6 range which is longer than Washington’s standard ranges. An “N1” range is a standard
7 range, Steps A through K, with ten (10) added Steps, L through U. Periodic increases
8 through Step K of these ranges are made at the same intervals as through standard ranges.
9 Thereafter, an employee receives a one-step increase based on years of experience up to
10 the maximum step of the range.

11 **“IT” RANGE:**

12 This range applies to the job classifications assigned to the Information Technology
13 Professional structure. Employees within an IT job family and job level will be assigned to
14 one (1) range on the IT salary schedule. Periodic increases through the steps of a range are
15 made at the same intervals as through standard ranges. Each range on the IT salary schedule
16 is independent and not related to the other ranges within the schedule.

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX Q
WILDFIRE SUPPRESSION AND OTHER EMERGENCY DUTIES
DEPARTMENT OF NATURAL RESOURCES

- 1. Application of this Appendix**
The provisions of this Appendix apply to DNR employees only when performing wildfire suppression, or other emergency duties under the incident command system.
- 2. Deployment Dispatch Authority**
The Employer retains sole authority to dispatch employees to wildfire suppression or other emergency duties, even when dispatched to inter-agency wildfire suppression or other emergency duties.
- 3. Wildfire Suppression or Other Emergency Duty Work Schedules**
When performing wildfire suppression or other emergency duties, ~~work schedules for wildfire suppression or other emergency duty personnel~~ employees may be assigned schedules that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Schedules shall provide for equitable rotation if requested by a majority of the affected employees.
- 4. Correctional Facility Duty Stations**
For those employees whose permanent or temporary duty station is a correctional facility, DNR will establish, by April 15 each year, a priority list for assigning overtime when assignments are not determined by closest forces. Employees may request to drop to the bottom of such priority list for a specified length of time with reasonable notice to their first-line management supervisor. The priority list will be posted in a place visible to employees.
- 5. Rotational Wildfire Suppression or Other Emergency Duty Standby**
When performing wildfire suppression or other emergency duties separate rotational standby schedules may be established for the incident command system positions. If established, the rotational schedules will be posted in region and division offices and updated weekly. Actual rotation will not begin or continue except as authorized by the Employer. The Employer will make cellular phones or similar communication devices available to employees if on rotational standby for deployment.
- 6. Compensation for Reacting to -Potential Wildfire Suppression or Other Emergency Duties**
When an employee is reacting to wildfire suppression or other emergency duties, they will be paid in accordance with Article 42, Section 42.35.
- 7. Union Access During Deployments**
The Union will have access to emergency duty locations (the actual site of the wildfire or other emergency) where WFSE members are present. A Union

1 representative who visits the emergency duty location will notify the on-site DNR
2 agency representative upon their arrival for safety purposes, and the provisions of
3 Article 39, Section 39.1 B will still apply.

4 **8. Regular Days Off or Rest and Recuperation Days Miscellaneous Leave**

5 A. If the length of the wildfire suppression or other emergency duty
6 deployment, regardless of duty station location(s), is:

7 1. At least ten (10) but less than fourteen (14) consecutive days,
8 employees will receive one (1) calendar day off; if the day falls on
9 a regularly scheduled workday, the employee will be compensated
10 for their regularly scheduled work shift as paid rest and
11 recuperation miscellaneous leave and is considered time worked
12 for calculation of the overtime rate; if the day falls on a regularly
13 scheduled day off, the employee will be compensated as paid rest
14 and recuperation miscellaneous leave which is not considered time
15 worked for calculation of the overtime rate; or

16 2. At least fourteen (14) consecutive days, employees will receive
17 three (3) consecutive calendar days off; if a day(s) falls on a
18 regularly scheduled workday(s), the employee will be
19 compensated for their regularly scheduled work shift(s) as paid
20 rest and recuperation miscellaneous leave and is considered time
21 worked for calculation of the overtime rate; if a day(s) falls on a
22 regularly scheduled day off, the employee will be compensated as
23 paid rest and recuperation miscellaneous leave for one (1) day
24 only which is not considered time worked for calculation of the
25 overtime rate; and any additional day(s) that falls on a regularly
26 scheduled day off, the employee will not receive paid rest and
27 recuperation miscellaneous leave for that day(s).

28 ~~If the length of the wildfire suppression or other emergency duty~~
29 ~~deployment, regardless of duty station location(s), is:~~

- 30 ~~• At least ten (10) but less than fourteen (14) consecutive days,~~
31 ~~employees will receive one (1) calendar day off; or~~
32 ~~• At least fourteen (14) but less than twenty one (21) consecutive~~
33 ~~days, employees will receive two (2) consecutive calendar days off; or~~
34 ~~• Twenty one (21) or more consecutive days, employees will receive~~
35 ~~three (3) consecutive calendar days off.~~

36 ~~If a day(s) fall on their regularly scheduled workday(s), the employee will~~
37 ~~be compensated for their regularly scheduled work shift(s) as paid rest and~~
38 ~~recuperation miscellaneous leave. If a day(s) falls on the employee's~~
39 ~~regularly scheduled day(s) off, the employee will not receive paid rest and~~
40 ~~recuperation miscellaneous leave.~~

- 1 B. If an employee is unable to take their consecutive regular days off or be
2 scheduled for the consecutive rest and recuperation days during deployment
3 and can continue to work safely, the consecutive days off or rest and
4 recuperation days will occur consecutively beginning on the first calendar
5 day after returning from deployment.
- 6 C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of
7 travel from an emergency duty incident are excluded in calculating the
8 consecutive days of deployment referred to above in Subsection 8 A.
- 9 D. During the rest and recuperation miscellaneous leave, the employee will be
10 paid at the employee's straight time hourly rate equivalent to their scheduled
11 work shift.
- 12 E. Deployment beyond fourteen (14) consecutive days requires mutual
13 agreement of the employee's Appointing Authority, the DNR Wildfire
14 Division Manager, and the employee. Approval to extend wildfire or other
15 emergency duty deployment beyond fourteen (14) consecutive calendar
16 days shall include a provision for scheduling the regular day(s) off and/or
17 rest and recuperation day(s) miscellaneous leave if not already taken at the
18 earliest opportunity consistent with safety and scheduling considerations.

19 **9. Normal Rest Periods**
20 When an employee is deployed under the incident command system to wildfire
21 suppression or other emergency duty, it is normally appropriate to grant a
22 reasonable rest period after twelve (12) hours of duty. Except when precluded by
23 extraordinary circumstances, a rest period is eight (8) or more continuous
24 duty/travel-free hours.

25 **10. Fit for Duty**
26 As in all other instances, employees while deployed to wildfire suppression or other
27 emergency duty under the incident command system are responsible within their
28 means to be physically able to resume their duties at the start of each work shift.

29 **11. Wildfire Suppression Base Camp**
30 A. DNR employees are not required to remain in a wildfire suppression base
31 camp during off-duty hours.

32 B. When a wild fire suppression base camp is established for overnight
33 operation and one-way travel to the nearest community does not
34 unreasonably exceed one (1) hour, the Employer will, except when
35 precluded by extraordinary circumstances, provide for round trip
36 transportation to the nearest community for employees who are off duty.

1 **12. Laundry Services at Emergency Duty Locations**

2 After five (5) consecutive calendar days at an emergency duty location employees
3 deployed to emergency duty under the incident command system will be entitled to
4 laundry services until released from emergency duty. If contracted laundry services
5 are not provided, employees will be reimbursed for laundry costs incurred pursuant
6 to Office of Financial Management, State Administrative and Accounting Manual,
7 Subsection 10.60.10.

8 **13. Return to Normal Duties**

9 A. Upon return to normal duties following release from extended emergency
10 duty under the incident command system, the Employer will provide work
11 for an employee during regular scheduled hours if there is work that the
12 employee can perform safely and productively. If in the immediate
13 supervisor's judgment, there is not work that the employee can safely and
14 productively perform, the immediate supervisor will direct the employee to
15 go off duty and will notify the employee when scheduled to return to duty.
16 If an employee is directed to rest at the duty station, the directed rest time
17 at the duty station is duty time.

18 B. If an employee returning from extended emergency duty under the incident
19 command system is directed to go off duty or desires to go off duty, the
20 employee may request to be allowed to delay the start of their normal
21 schedule of regular hours and to make up regular shift hours during the
22 remainder of the workday or during the remainder of the workweek without
23 incurring overtime. The Employer will within reason approve such
24 employee requests. The Union acknowledges there may be circumstances
25 that preclude approving a request. When regular hours are made up during
26 the remainder of the workday or during the remainder of the workweek, the
27 regular hours are paid at the straight time rate. If an employee returning
28 from extended emergency duty under the incident command system
29 requests to use accrued vacation leave, the Employer will within reason
30 approve the employee request.

31 **14. Meals at Emergency Duty Locations**

32 A. Employees working in wildfire suppression or other emergency duty are
33 entitled to meals in accordance with agency guidelines.

- 34 • DNR will provide up to three (3) meals a day (breakfast, lunch,
35 and/or dinner).
- 36 • If a required meal is not provided, employees will receive per diem
37 for the meal. diem.

38 B. In emergency situations, on short notice, when an employee is required to
39 report for duty three (3) or more hours prior to their normal work shift, the
40 employee is entitled to a nutritious meal.

1 C. Meal delivery requirements may be flexible to facilitate a hot or a better
2 quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of
3 a majority of the employees involved.

4 D. The Employer understands the physical aspects for all employees during
5 wildfire suppression or other emergency duty efforts and agrees to provide
6 meals that meet or exceed the minimum nutritional requirements.

7 E. Upon request by an employee, who has been issued a red-card and deployed
8 by the Employer to an emergency duty location, the Employer will issue
9 three (3) MREs (Meals Ready-to-Eat) to the employee.

10 **15. Sleeping Bags at Emergency Duty Locations**

11 At a wildfire, each employee who remains at the site overnight will be provided a
12 sleeping bag and a sleeping pad of good quality.

13 **16. Inclement Weather Facilities at Emergency Duty Locations**

14 At a wildfire emergency duty location during inclement weather, reasonably warm
15 and dry facilities will be provided as soon as possible for eating and sleeping.

16 **17. Shower Facilities at Emergency Duty Locations**

17 At an overnight wildfire emergency duty location, shower facilities including soap
18 will be made available as soon as possible when practicable.

19 **18. Air Quality**

20 DNR commits to further discussions with the union regarding firefighter respiratory
21 health.

22 **19. Work Capacity Testing**

23 The physical fitness levels for wildland fire assignments will be as designated in
24 the National Interagency Incident Management System Wildland Fire Qualification
25 System Guide published by the National Wildfire Coordinating Group (PMS 310-
26 1).

27 For a wildland fire assignment not included in the National Interagency Incident
28 Management System Wildland Fire Qualification System Guide, the Employer
29 agrees to include the Union in a study of the tasks comprising the assignment and
30 the appropriateness of a physical fitness level designation. The study will include
31 the application of the definitions of arduous, moderate, and light physical fitness
32 levels provided in the National Interagency Incident Management System Wildland
33 Fire Qualification System Guide.

34 Physical fitness levels of employees who are subject to being assigned wildland fire
35 duties will be evaluated using the applicable Work Capacity Test, i.e. arduous,
36 moderate, or light, developed by the USDA Forest Service Missoula Technology
37 and Development Center to evaluate a worker's capacity to meet National Wildfire
38 Coordinating Group physical fitness standards.

- 1 The Employer and Union agree to meet and discuss in a Union-Management Committee
- 2 meeting alternatives to the Work Capacity Test.

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

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **APPENDIX R**
2 **JOB CLASSIFICATIONS - TWELVE MONTH PROBATIONARY PERIOD**

3 *The provisions of this Appendix do not apply to the Department of Corrections, see DOC
4 addendum.

5
6 **1. Arts Commission**

7 Administrative Assistant 3 and 4
8 Information Technology Specialist 3
9 Preservation and Museum Specialist 4
10 Office Assistant 3

11 **2. Department of Agriculture**

12 ~~Agricultural Aide~~
13 ~~Agricultural Commodity Inspector 1, 2, and 3 (Seed Inspection Program only)~~
14 ~~Brand Inspector 1~~
15 ~~Laboratory Assistant 1 and 2~~
16 ~~Plant Services Specialist 1 and 2~~
17 Agricultural Commodity Inspector ~~2~~, 3 (Fruit and Vegetable Inspection Program
18 only)

19 **3. Department of Children, Youth, and Families**

20 Social Service Specialist 1, 2, 3 and 4
21 Procurement & Supply Specialist 1
22 Public Benefits Specialist 2 (9 month)

23 ~~**4. Department of Corrections—See DOC Addendum**~~

24 **45. Department of Financial Institutions**

25 Financial Legal Examiner 2

1 **56. Department of Labor & Industries**

2 ~~Industrial Hygienists 2, 3, 4~~ Compliance Industrial Safety & Health Investigator 1,

3 2, 3, 4, 5 and 6 (DOSH only)

4 ~~Safety and Health Specialists 1, 2, 3, 4~~ Occupational Safety & Health Professional

5 1, 2, 3 and 4 (DOSH only)

6 **67. Department of Licensing**

7 Business and Professions Auditor 1, 3, and 4

8 Vehicle Service Liaison Officer 1 and 2

9 **78. Department of Social and Health Services**

10 Adult Training Specialist 1

11 Attendant Counselor 1

12 Claims Officer 1 – Department of Social and Health Services

13 DDS Adjudicator 1

14 Developmental Disabilities Case/Resource Manager Trainee

15 ~~Public Benefits Specialist 2 (9 months, excluding HCS)~~

16 Public Benefits Specialist 2 (HCS only)

17 Procurement and Supply Specialist 1

18 Social Service Specialist 1, 2, 3, and 4

19 Support Enforcement Officer 1

20 Vocational Rehabilitation Counselor 2 and 3

21 **89. Department of Transportation**

22 Highway Maintenance Worker 1 and 2

23 **910. Horse Racing Commission**

24 Racing License Specialist

25 Racing Official Assistant

26 Racing Official 1 and 2

1 Racing Pari-Mutuel Inspector

2 Racing Steward

3 **1011. Office of the Attorney General**

4 AGO Investigator/Analyst

5 AGO Senior Investigator/Analyst

6 AGO Investigator/Analyst Supervisor

7 Clinical Health Care Investigator

8 Financial Examiner 1

9 Financial Examiner 2

10 Financial Examiner 3

11 Financial Examiner 4

12 Financial Legal Examiner 1

13 Financial Legal Examiner 2

14 Financial Legal Examiner 3

15 Financial Legal Examiner 4

16 **1112. Office of the Insurance Commissioner**

17 Health Insurance Advisor 1 and 2

18 **1213. Parks and Recreation Commission**

19 Park Ranger 1, 2, 3, and 4

20 **1314. Services for the Blind**

21 Vocational Rehabilitation Counselor 3 and 4

22 **1415. Utilities and Transportation Commission**

23 Transportation Engineers 3 (Federal Rail Inspectors)

24 Rail Carrier Compliance Specialist (State Rail Inspectors)

25 Investigator 3 (Motor Carrier Inspectors)

1 Energy/Utilities Engineer 3 (Pipeline Inspectors)

2 **1516. Washington State Historical Society**

3 Preservation and Museum Specialist 2

4 Preservation and Museum Specialist 3

5 Preservation and Museum Specialist 4

6 Program Specialist 5

7 Capital Projects Coordinator 2

8 Information Technology Specialist 2

9

10 **1716. Washington State Patrol**

11 Forensic Scientist 1, 2, 3, 4, and 5

12 Fingerprint Technician 1 and 2

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For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX S
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.

CLASS CODE	CLASS TITLE	CURRENT RANGE	RANGE INCREASE	NEW RANGE Effective 7/1/2025
346E	ADULT TRAINING SPECIALIST 1	37	2	39
346F	ADULT TRAINING SPECIALIST 2	42	2	44
346G	ADULT TRAINING SPECIALIST 3	45	2	47
348K	BEHAVIORAL HEALTH SPECIALIST 3	50	2	52
NEW	BEHAVIORAL HEALTH SPECIALIST 4	NEW	NEW	55
566E	BRAND CONTROL SPECIALIST	33	4	37
566F	BRAND INSPECTOR 1	33	5	38
566G	BRAND INSPECTOR 2	39	5	44
531E	BRIDGE ENGINEER 1	56	1	57
531F	BRIDGE ENGINEER 2	60	1	61
531G	BRIDGE ENGINEER 3	64	1	65
531H	BRIDGE ENGINEER 4	70	1	71
531I	BRIDGE ENGINEER 5	74	1	75
531J	BRIDGE ENGINEER 6	78	1	79
605E	CARPENTER	42G	1	43G
605F	CARPENTER LEAD	45G	1	46G
605G	CARPENTER SUPERVISOR	49G	1	50G
424A	CLAIMS OFFICER 1 - DSHS	59	2	61
424B	CLAIMS OFFICER 2 - DSHS	61	2	63

424C	CLAIMS OFFICER 3 - DSHS	63	2	65
424D	CLAIMS OFFICER 4 - DSHS	65	2	67
285X	CLINICAL NURSE SPECIALIST	80N	1	81N
NEW	CRIMINAL JUSTICE INFORMATION SPECIALIST 1	NEW	NEW	44
NEW	CRIMINAL JUSTICE TRAINER 1	NEW	NEW	50
NEW	CRIMINAL JUSTICE TRAINER 2	NEW	NEW	59
NEW	CRIMINAL JUSTICE TRAINER 3	NEW	NEW	62
NEW	CRIMINAL JUSTICE TRAINER 4	NEW	NEW	65
NEW	DATA SCIENCE & INFORMATICS ON SPECIALIST 1	NEW	NEW	68
NEW	DATA SCIENCE & INFORMATICS ON SPECIALIST 2	NEW	NEW	72
NEW	DATA SCIENCE & INFORMATION SPECIALIST 3	NEW	NEW	76
NEW	DATA SCIENCE & INFORMATICS ON SPECIALIST 4	NEW	NEW	79
396K	DEPUTY STATE FIRE MARSHAL 1	48	4	52
NEW	DEPUTY STATE FIRE MARSHAL 3	NEW	NEW	68
351U	DEVELOPMENTAL DISABILITY CASE/ RESOURCE MANAGER	58	1	59
351V	DEVELOPMENTAL DISABILITY OUTSTATION MANAGER	60	1	61
608F	ELECTRICIAN	50G	2	52G
608G	ELECTRICIAN - HIGH VOLTAGE	52G	2	54G

<u>608H</u>	<u>ELECTRICIAN LEAD</u>	<u>53G</u>	<u>2</u>	<u>55G</u>
<u>608I</u>	<u>ELECTRICIAN LEAD – HIGH VOLTAGE</u>	<u>55G</u>	<u>2</u>	<u>57G</u>
<u>608J</u>	<u>ELECTRICIAN SUPERVISOR</u>	<u>57G</u>	<u>2</u>	<u>59G</u>
397A	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 1	46	6	52
397B	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 2	52	6	58
397C	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 3	60	6	66
397D	EMERGENCY MANAGEMENT PROGRAM SPECIALIST 4	64	6	70
538O	ENGINEERING AIDE 3	51	2	53
538P	ENGINEERING AIDE 4	53	2	55
<u>536F</u>	<u>ENVIRONMENTAL ENGINEER 2</u>	<u>61</u>	<u>1</u>	<u>62</u>
<u>536G</u>	<u>ENVIRONMENTAL ENGINEER 3</u>	<u>67</u>	<u>1</u>	<u>68</u>
<u>536H</u>	<u>ENVIRONMENTAL ENGINEER 4</u>	<u>69</u>	<u>1</u>	<u>70</u>
<u>536I</u>	<u>ENVIRONMENTAL ENGINEER 5</u>	<u>72</u>	<u>1</u>	<u>73</u>
<u>536J</u>	<u>ENVIRONMENTAL ENGINEER 6</u>	<u>75</u>	<u>1</u>	<u>76</u>
523F	ENVIRONMENTAL SPECIALIST 2	45	2	47
303L	EPIDEMIOLOGIST 3 (NON-MEDICAL)	71	2	73
<u>618R</u>	<u>EQUIPMENT OPERATOR 1</u>	<u>38E</u>	<u>3</u>	<u>41E</u>
600I	EQUIPMENT TECHNICIAN 1	33G	2	35G
<u>422P</u>	<u>FINANCIAL LEGAL EXAMINER 1</u>	<u>57</u>	<u>6</u>	<u>63</u>

422Q	FINANCIAL LEGAL EXAMINER 2	62	3	65
422R	FINANCIAL LEGAL EXAMINER 3	68	2	70
523N	FISH & WILDLIFE BIOLOGIST 3	57	1	58
523O	FISH & WILDLIFE BIOLOGIST 4	59	1	60
422S	FINANCIAL LEGAL EXAMINER 4	72	2	74
591M	GROUNDS & NURSERY SERVICES SPECIALIST 5	41	1	42
591N	GROUNDS & NURSERY SERVICES SPECIALIST 6	45	1	46
351Z	HABILITATION PLAN ADMINISTRATOR	57	12	598
NEW	HEAVY EQUIPMENT MECHANIC 1	NEW	NEW	56G
NEW	HEAVY EQUIPMENT MECHANIC 2	NEW	NEW	60G
NEW	HEAVY EQUIPMENT MECHANIC 3	NEW	NEW	63G
NEW	HEAVY EQUIPMENT MECHANIC 4	NEW	NEW	67G
596P	HIGHWAY MAINTENANCE WORKER 1	41E	3	44E
596R	HIGHWAY MAINTENANCE WORKER 2	46E	2	48E
355E	JUVENILE REHABILITATION COUNSELOR 1	48	2	50
355G	JUVENILE REHABILITATION COUNSELOR 2	52	2	54
355K	JUVENILE REHABILITATION COUNSELOR 3	54	4	58
385P	JUVENILE REHABILITATION OFFICER 1	43	3	46
385Q	JUVENILE REHABILITATION OFFICER 2	45	3	48

385S	JUVENILE REHABILITATION OFFICER 3	47	5	52
385R	JUVENILE REHABILITATION OFFICER 4	49	7	56
355N	JUVENILE REHABILITATION PROGRAM MANAGER	58	4	62
355I	JUVENILE REHABILITATION SPECIALIST	54	4	58
NEW	LAND SURVEYOR 1	NEW	NEW	56
527E	LAND SURVEYOR 2	55	4	59
527F	LAND SURVEYOR 3	61	2	63
NEW	LAND SURVEYOR 4	NEW	NEW	68
NEW	LAW JUDGE	NEW	NEW	70
NEW	LAW JUDGE SENIOR	NEW	NEW	73
425I	LEGAL ADMINISTRATIVE MANAGER	52	4	56
422I	LEGAL EXAMINER 1	55	8	63
422J	LEGAL EXAMINER 2	63	2	65
422K	LEGAL EXAMINER 3	68	2	70
NEW	LEGAL EXAMINER 4	NEW	NEW	74
261E	LIBRARY & ARCHIVAL PROFESSIONAL - MANAGER	61	3	64
458E	LICENSING SERVICES REPRESENTATIVE 1	43	1	44
626J	MAINTENANCE MECHANIC 1	44G	1	45G
626K	MAINTENANCE MECHANIC 2	47G	1	48G
626L	MAINTENANCE MECHANIC 3	50G	1	51G
626M	MAINTENANCE MECHANIC 4	53G	1	54G
516K	NATURAL RESOURCE SCIENTIST 1	47	5	52
516L	NATURAL RESOURCE SCIENTIST 2	52	6	58
516M	NATURAL RESOURCE SCIENTIST 3	60	2	62

516N	NATURAL RESOURCE SCIENTIST 4	67	3	70
<u>NEW</u>	<u>NATURAL RESOURCE SPECIALIST 6</u>	<u>NEW</u>	<u>NEW</u>	<u>66</u>
<u>285T</u>	<u>NURSING CONSULTANT, PUBLIC HEALTH</u>	<u>74N</u>	<u>1</u>	<u>75N</u>
<u>285U</u>	<u>NURSING CARE CONSULTANT</u>	<u>74N</u>	<u>1</u>	<u>75N</u>
<u>285V</u>	<u>NURSING CONSULTANT INSTITUTIONAL</u>	<u>74N</u>	<u>1</u>	<u>75N</u>
<u>285W</u>	<u>NURSING CONSULTANT ADVISOR</u>	<u>78N</u>	<u>1</u>	<u>79N</u>
399F	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 1	49	5	54
399G	OCCUPATIONAL SAFETY HEALTH SPECIALIST 2	53	5	58
399H	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 3	55	6	61
399I	OCCUPATIONAL SAFETY AND HEALTH SPECIALIST 4	56	9	65
306P	OCCUPATIONAL THERAPIST 3	56	3	59
306R	OCCUPATIONAL THERAPIST SUPERVISOR	59	3	62
<u>619F</u>	<u>PAINTER</u>	<u>42G</u>	<u>1</u>	<u>43G</u>
<u>619H</u>	<u>PAINTER LEAD</u>	<u>45G</u>	<u>1</u>	<u>46G</u>
<u>619J</u>	<u>PAINTER SUPERVISOR</u>	<u>49G</u>	<u>1</u>	<u>50G</u>
NEW	PARALEGAL 4	NEW	NEW	62
NEW	PARK OPERATIONS RANGER	NEW	NEW	56
389A	PARK RANGER 1	46	2	48
389B	PARK RANGER 2	51	2	53
389C	PARK RANGER 3	56	3	59
<u>291C</u>	<u>PHYSICIAN ASSISTANT, CERTIFIED</u>	<u>78N</u>	<u>1</u>	<u>79N</u>
<u>621F</u>	<u>PLUMBER/PIPEFITTER/STEAMFITTER</u>	<u>50G</u>	<u>1</u>	<u>51G</u>
<u>621G</u>	<u>PLUMBER/PIPEFITTER/STEAMFITTER</u>	<u>53G</u>	<u>1</u>	<u>54G</u>

<u>621H</u>	<u>PLUMBER/PIPEFITTER/ STEAMFITTER</u>	<u>57G</u>	<u>1</u>	<u>58G</u>
179I	PROPERTY & ACQUISITION SPECIALIST 1	42	4	46
179J	PROPERTY & ACQUISITION SPECIALIST 2	49	4	53
179K	PROPERTY & ACQUISITION SPECIALIST 3	54	4	58
179L	PROPERTY & ACQUISITION SPECIALIST 4	57	4	61
179M	PROPERTY & ACQUISITION SPECIALIST 5	60	4	64
179N	PROPERTY & ACQUISITION SPECIALIST 6	62	4	66
NEW	PSYCHIATRIC YOUTH COUNSELOR 1	NEW	NEW	49
348N	PSYCHIATRIC YOUTH COUNSELOR 2	49	3	52
348O	PSYCHIATRIC YOUTH COUNSELOR 3	52	3	55
348P	PSYCHIATRIC YOUTH COUNSELOR 4	55	3	58
362F	PSYCHOLOGIST - FORENSIC EVALUATOR	79	2	81
362C	PSYCHOLOGIST 3	69	2	71
362D	PSYCHOLOGIST 4	79	2	81
165G	PUBLIC BENEFITS SPECIALIST 1	41	2	43
283P	PUBLIC HEALTH ADVISOR 3	56	3	59
283Q	PUBLIC HEALTH ADVISOR 4	60	3	63
400P	RADIATION HEALTH PHYSICIST 1	59	4	63
400Q	RADIATION HEALTH PHYSICIST 2	62	7	69
400R	RADIATION HEALTH PHYSICIST 3	65	7	72
<u>285E</u>	<u>REGISTERED NURSE 1</u>	<u>58N</u>	<u>1</u>	<u>59N</u>
<u>285F</u>	<u>REGISTERED NURSE 2</u>	<u>68N</u>	<u>1</u>	<u>69N</u>

285G	REGISTERED NURSE 3	72N	1	73N
502E	RESEARCH INVESTIGATOR 1	52	6	58
502F	RESEARCH INVESTIGATOR 2	56	6	62
502G	RESEARCH INVESTIGATOR 3	61	5	66
125M	RESEARCH INVESTIGATOR 4	68	2	70
347G	RESIDENTIAL REHABILITATION COUNSELOR 3	49	2	51
347H	RESIDENTIAL REHABILITATION COUNSELOR 4	51	3	54
422M	REVIEW JUDGE	69	6	75
303M	SENIOR EPIDEMIOLOGIST (NON-MEDICAL)	76	2	78
257E	SIGN LANGUAGE INTERPRETER 1	38	7	43
257F	SIGN LANGUAGE INTERPRETER 2	41	8	49
257G	SIGN LANGUAGE INTERPRETER 3	47	9	56
NEW	SPEECH PATHOLOGIST/AUDIOLOGIST SPECIALIST 1	NEW	NEW	60
351O	SOCIAL SERVICE SPECIALIST 1	51	1	52
351P	SOCIAL SERVICE SPECIALIST 2	56	1	57
351Q	SOCIAL SERVICE SPECIALIST 3	58	1	59
351M	SOCIAL SERVICE SPECIALIST 4	61	1	62
351R	SOCIAL SERVICE SPECIALIST 5	64	1	65
351S	SOCIAL SERVICE SUPPORT SPECIALIST	39	3	42
530K	TRANSPORTATION ENGINEER 1	56	1	57
530L	TRANSPORTATION ENGINEER 2	60	1	61

<u>530M</u>	<u>TRANSPORTATION ENGINEER 3</u>	<u>64</u>	<u>1</u>	<u>65</u>
<u>530M</u>	<u>TRANSPORTATION ENGINEER 4</u>	<u>68</u>	<u>1</u>	<u>69</u>
<u>530N</u>	<u>TRANSPORTATION ENGINEER 5</u>	<u>72</u>	<u>1</u>	<u>73</u>
<u>530P</u>	<u>TRANSPORTATION TECHNICAL ENGINEER</u>	<u>72</u>	<u>1</u>	<u>73</u>
<u>538R</u>	<u>TRANSPORTATION TECHNICIAN 1</u>	<u>43</u>	<u>1</u>	<u>44</u>
<u>538T</u>	<u>TRANSPORTATION TECHNICIAN 3</u>	<u>56</u>	<u>1</u>	<u>57</u>
163T	VETERANS BENEFIT SPECIALIST 1	42	1	43
163U	VETERANS BENEFIT SPECIALIST 2	45	1	46
NEW	VETERANS BENEFIT SPECIALIST 3	NEW	NEW	51
NEW	VETERANS BENEFIT SPECIALIST 4	NEW	NEW	54
<u>602U</u>	<u>WASTEWATER TREATMENT PLANT OPERATOR 2</u>	<u>53E</u>	<u>1</u>	<u>54E</u>
<u>602V</u>	<u>WASTEWATER TREATMENT PLANT OPERATOR 3</u>	<u>56E</u>	<u>1</u>	<u>57E</u>
521E	WCC CREW SUPERVISOR 1	43	32	46
521F	WCC CREW SUPERVISOR 2	46	43	50
453F	WEIGHTS & MEASURES COMPLIANCE SPECIALIST 2	43	3	46
453G	WEIGHTS & MEASURES COMPLIANCE SUPERVISOR	47	2	49
NEW	WIRELESS COMMUNICATIONS SYSTEMS DESIGNER	NEW	NEW	71E
NEW	WIRELESS COMMUNICATIONS	NEW	NEW	74E

	SYSTEMS TECHNICIAN MANAGER			
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 1	NEW	NEW	55E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 2	NEW	NEW	61E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 3	NEW	NEW	65E
NEW	WIRELESS COMMUNICATIONS SYSTEMS TECHNICIAN 4	NEW	NEW	67E
168P	WORKERS' COMPENSATION ADJUDICATOR 2	49	1	50
168R	WORKERS' COMPENSATION ADJUDICATOR 4	56	1	57
168S	WORKERS' COMPENSATION ADJUDICATOR 5	58	1	59
168E	WORKERS' COMPENSATION ADJUDICATOR 6	61	1	62

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355P	YOUTH ACADEMY RESIDENTIAL SPECIALIST 2	44	4	49
355Q	YOUTH ACADEMY RESIDENTIAL SPECIALIST 3	48	4	52
355R	YOUTH ACADEMY RESIDENTIAL SPECIALIST 4	52	4	56

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 9/30/2024

/s/ 9/30/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX T
NEW CLASSIFICATIONS ASSOCIATED WITH
THE INFORMATION TECHNOLOGY (IT) PROFESSIONAL
STRUCTURE

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		NEW RANGE EFFECTIVE 7/1/2019
482AD	Application Development—Entry	Range 4
483AD	Application Development—Journey	Range 5
484AD	Application Development—Senior/Specialist	Range 8
485AD	Application Development—Expert	Range 10
486AD	Application Development—IT Manager	Range 10
487AD	Application Development—Senior IT Manager	Range 11
482CS	Customer Support—Entry	Range 1
483CS	Customer Support—Journey	Range 3
484CS	Customer Support—Senior/Specialist	Range 5
487CS	Customer Support—IT Manager	Range 8
482DM	Data Management—Entry	Range 2
483DM	Data Management—Journey	Range 6
484DM	Data Management—Senior/Specialist	Range 7
485DM	Data Management—Expert	Range 9
486DM	Data Management—IT Manager	Range 10
487DM	Data Management—Senior IT Manager	Range 11
483A	IT Architecture—Journey	Range 4
484A	IT Architecture—Senior/Specialist	Range 9
485A	IT Architecture—Expert	Range 11
486A	IT Architecture—IT Manager	Range 10
487A	IT Architecture—IT Senior Manager	Range 11
482BA	IT Business Analyst—Entry	Range 3

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		NEW RANGE EFFECTIVE 7/1/2019
483BA	IT Business Analyst—Journey	Range 5
484BA	IT Business Analyst—Senior/Specialist	Range 7
485BA	IT Business Analyst—Expert	Range 9
486BA	IT Business Analyst—IT Manager	Range 9
487BA	IT Business Analyst—IT Senior Manager	Range 10
482PP	IT Policy and Planning—Entry	Range 2
483PP	IT Policy and Planning—Journey	Range 3
484PP	IT Policy and Planning—Senior/Specialist	Range 8
485PP	IT Policy and Planning—Expert	Range 9
486PP	IT Policy and Planning—IT Manager	Range 10
487PP	IT Policy and Planning—IT Senior Manager	Range 11
482PM	IT Project Management—Entry	Range 5
483PM	IT Project Management—Journey	Range 6
484PM	IT Project Management—Senior/Specialist	Range 8
485PM	IT Project Management—Expert	Range 10
486PM	IT Project Management—IT Manager	Range 10
487PM	IT Project Management—IT Senior Manager	Range 11
483S	IT Security—Journey	Range 5
484S	IT Security—Senior/Specialist	Range 8
485S	IT Security—Expert	Range 11
486S	IT Security—IT Manager	Range 10
487S	IT Security—IT Senior Manager	Range 11
482VM	IT Vendor Management—Entry	Range 1
483VM	IT Vendor Management—Journey	Range 4
484VM	IT Vendor Management—Senior/Specialist	Range 7
485VM	IT Vendor Management—Expert	Range 8

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		NEW RANGE EFFECTIVE 7/1/2019
486VM	IT Vendor Management – IT Manager	Range 10
487VM	IT Vendor Management – IT Senior Manager	Range 11
482NT	Network and Telecommunications – Entry	Range 3
483NT	Network and Telecommunications – Journey	Range 5
484NT	Network and Telecommunications – Senior/Specialist	Range 7
485NT	Network and Telecommunications – Expert	Range 9
486NT	Network and Telecommunications – IT Manager	Range 9
487NT	Network and Telecommunications – IT Senior Manager	Range 11
482QA	Quality Assurance – Entry	Range 3
483QA	Quality Assurance – Journey	Range 5
484QA	Quality Assurance – Senior/Specialist	Range 7
485QA	Quality Assurance – Expert	Range 8
486QA	Quality Assurance – IT Manager	Range 9
487QA	Quality Assurance – IT Senior Manager	Range 10
482SA	System Administration – Entry	Range 3
483SA	System Administration – Journey	Range 6
484SA	System Administration – Senior/Specialist	Range 7
485SA	System Administration – Expert	Range 9
486SA	System Administration – IT Manager	Range 8
487SA	System Administration – IT Senior Manager	Range 9

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5/29/24

Page 4 of 4

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WFSE/AFSCME Council 28

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APPENDIX W

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Job Classes eligible under Article 21, Section 21.5.

PERSONNEL AREA DESC.	JOB CLASS DESCRIPTION
Soldiers Home and Colony	Carpenter
	Electrician
	Grounds & Nursery Services Specialist 2
	Grounds & Nursery Services Specialist 3
	Maintenance Mechanic 1
	Maintenance Mechanic 2
	Painter
Washington Veterans Home	Stationary Engineer 2
	Carpenter
	Grounds & Nursery Services Specialist 2
	Grounds & Nursery Services Specialist 3
	Maintenance Mechanic 1
	Painter
	Plant Manager 1
	Plant Manager 2
	Plumber/Pipefitter/Steamfitter
	Stationary Engineer 2
	Stationary Engineer 3
Laundry Worker 1	
Laundry Worker 2	

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Spokane Veterans Home	Maintenance Mechanic 1
	Plant Manager 2
	Laundry Worker 1
Walla Walla Veterans Home	Plant Manager 2
	Maintenance Mechanic 2

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/s/ 9/17/2024

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WFSE/AFSCME Council 28

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**APPENDIX X
PRESCRIBED FIRE OPERATIONS
DEPARTMENT OF NATURAL RESOURCES (DNR)**

1. Application of this Appendix

The provisions of this Appendix apply to DNR employees only when performing prescribed fire operations as defined by DNR Policy.

2. Mobilization Dispatch Authority

The Employer retains sole authority to mobilize employees to prescribed fire operations, even when dispatched to inter-agency prescribed fire operations.

3. Union Access During Prescribed Fire

The Union will have access to prescribed fire operation locations where WFSE bargaining unit members are present. A Union representative who visits the location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Article 39 will still apply.

4 Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

A. Regular days off or rest and recuperation days miscellaneous leave for prescribed fire operations will follow the following provisions.

1. At least ten (10) but less than fourteen (14) consecutive days, employees will receive one (1) calendar day off; if the day falls on a regularly scheduled workday, the employee will be compensated for their regularly scheduled work shift as paid rest and recuperation miscellaneous leave and is considered time worked for calculation of the overtime rate; and if the day falls on a regularly scheduled day off, the employee will be compensated as paid rest and recuperation miscellaneous leave which is not considered time worked for calculation of the overtime rate; or

- 1
- 2 2. At least fourteen (14) consecutive days, employees will receive three (3)
- 3 consecutive calendar days off; if a day(s) falls on a regularly scheduled
- 4 workday(s), the employee will be compensated for their regularly
- 5 scheduled work shift(s) as paid rest and recuperation miscellaneous leave
- 6 and is considered time worked for calculation of the overtime rate; if a
- 7 day(s) falls on a regularly scheduled day off, the employee will be
- 8 compensated as paid rest and recuperation miscellaneous leave for one
- 9 (1) day only which is not considered time worked for calculation of the
- 10 overtime rate; and any additional day(s) that falls on a regularly
- 11 scheduled day off, the employee will not receive paid rest and
- 12 recuperation miscellaneous leave for that day(s).
- 13 B. If an employee is unable to take their consecutive regular days off or be
- 14 scheduled for the consecutive rest and recuperation days during a prescribed
- 15 fire and can continue to work safely, the consecutive days off or rest and
- 16 recuperation days will occur consecutively beginning on the first calendar
- 17 day after returning from the prescribed fire.
- 18 C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of
- 19 travel from a prescribed fire are excluded in calculating the consecutive
- 20 days of deployment referred to above in [Subsection 4A](#).
- 21 D. During the rest and recuperation miscellaneous leave, the employee will be
- 22 paid at the employee's straight time hourly rate equivalent to their scheduled
- 23 work shift.
- 24 E. Deployment beyond fourteen (14) consecutive days requires mutual
- 25 agreement of the employee's Appointing Authority, the Prescribe Fire
- 26 Division Manager, and the employee. Approval to extend a prescribed fire
- 27 beyond fourteen (14) consecutive calendar days shall include a provision

1 for scheduling the regular day(s) off and/or rest and recuperation day(s)
2 miscellaneous leave if not already taken at the earliest opportunity
3 consistent with safety and scheduling considerations.

4 **5. Normal Rest Periods**

5 When an employee is performing prescribed fire operations, it is normally
6 appropriate to grant a reasonable rest period after twelve (12) hours of duty. Except
7 when precluded by extraordinary circumstances, a rest period is eight (8) or more
8 continuous duty/travel-free hours.

9 **6. Fit for Duty**

10 As in all other instances, employees while mobilized to prescribed fire operations
11 are responsible within their means to be physically able to resume their duties at
12 the start of each work shift.

13 **7. Return to Normal Duties**

14 A. Upon return to normal duties following release from an extended
15 prescribed fire, the Employer will provide work for an employee during
16 regular scheduled hours if there is work that the employee can perform
17 safely and productively. If, in the immediate supervisor's judgment, there
18 is not work that the employee can safely and productively perform, the
19 immediate supervisor will direct the employee to go off duty and will
20 notify the employee when scheduled to return to duty. If an employee is
21 directed to rest at the duty station, the directed rest time at the duty station
22 is duty time.

23 B. If an employee returning from an extended prescribed fire is directed to go
24 off duty or desires to go off duty, the employee may request to be allowed
25 to delay the start of their normal schedule of regular hours and to make up
26 regular shift hours during the remainder of the workday or during the

1 remainder of the workweek without incurring overtime. The Employer will
2 within reason approve such employee requests. The Union acknowledges
3 there may be circumstances that preclude approving a request. When
4 regular hours are made up during the remainder of the workday or during
5 the remainder of the workweek, the regular hours are paid at the straight
6 time rate. If an employee returning from an extended prescribed fire
7 requests to use accrued vacation leave, the Employer will within reason
8 approve the employee request.

9 **8. Meals and Lodging for Prescribed Fire Operations**

10 Employees working in prescribed fire operations are entitled to per diem for meals
11 and lodging in accordance with agency guidelines.

12 **9. Air Quality**

13 DNR commits to further discussions with the Union regarding firefighter
14 respiratory health.

15 **10. Work Capacity Testing**

16 The physical fitness levels for prescribe fire assignments will be as designated in
17 the National Interagency Incident Management System Wildland Fire Qualification
18 System Guide published by the National Wildfire Coordinating Group (PMS 310-
19 1).

20 For a prescribed fire assignment not included in the National Interagency Incident
21 Management System Wildland Fire Qualification System Guide, the Employer
22 agrees to include the Union in a study of the tasks comprising the assignment and
23 the appropriateness of a physical fitness level designation. The study will include
24 the application of the definitions of arduous, moderate, and light physical fitness
25 levels provided in the National Interagency Incident Management System Wildland
26 Fire Qualification System Guide.

1 Physical fitness levels of employees who are subject to being assigned prescribed
2 fire duties will be evaluated using the applicable Work Capacity Test, i.e., arduous,
3 moderate, or light, developed by the USDA Forest Service Missoula Technology
4 and Development Center to evaluate a worker’s capacity to meet National Wildfire
5 Coordinating Group physical fitness standards.

6 The Employer and Union agree to meet and discuss in a Labor-Management
7 Committee meeting alternatives to the Work Capacity Test.

TENTATIVE AGREEMENT REACHED

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signature.*

For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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APPENDIX XX
EIGHTEEN DOLLARS AN HOUR STARTING WAGE

*The provisions of this Appendix do not apply to the Department of Corrections, see DOC
 supplemental addendum.

Class Code	Class Title	Current Range	Range Increase	New Range
104H	ADMINISTRATIVE INTERN 1	30E	4	34E
104I	ADMINISTRATIVE INTERN 2	32E	4	36E
568H	AGRICULTURAL AIDE	30	4	34
568G	AGRICULTURAL COMMODITY INSPECTOR 1	32	4	36
149E	CASHIER 1	30	4	34
343E	COMMUNITY WORKER	31	3	34
678I	CUSTODIAN 1	32	2	34
<u>206H</u>	<u>DIGITAL PRINTING OPERATOR</u>	<u>30</u>	<u>4</u>	<u>34</u>
<u>206I</u>	<u>DIGITAL PRINTING OPERATOR</u>	<u>32</u>	<u>4</u>	<u>36</u>
519E	ENVIRONMENTAL TECHNICIAN	32	2	34
196A	EVENT ATTENDANT/USHER	30	4	34
148L	FISCAL TECHNICIAN 1	30	4	34
591I	GROUNDS & NURSERY SERVICES SPECIALIST 1	32	2	34
150E	INSURANCE TECHNICIAN 1	33	5	38
679E	LAUNDRY WORKER 1	32	2	34
262I	LIBRARY & ARCHIVES PARAPROFESSIONAL 1	31	3	34
113I	MAIL CARRIER-DRIVER	30	4	34
521H	NATURAL RESOURCE WORKER 2	32	4	36
100H	OFFICE ASSISTANT 1	30	4	34
100I	OFFICE ASSISTANT 2	32	4	36

678N	PARK AIDE	30	4	34
260P	PARKS INTERPRETIVE ASSISTANT	32	2	34
115E	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 1	32	2	34
522E	SCIENTIFIC TECHNICIAN 1	30	4	34
681E	SEWING & ALTERATIONS SPECIALIST 1	30	4	34
116E	STOCKROOM ATTENDANT 1	30	4	34
116F	STOCKROOM ATTENDANT 2	32	4	36
<u>101E</u>	<u>TELEPHONE COMMUNICATIONS OPERATOR</u>	<u>30</u>	<u>4</u>	<u>34</u>
<u>101F</u>	<u>TELEPHONE COMMUNICATIONS OPERATOR LEAD</u>	<u>32</u>	<u>4</u>	<u>36</u>
199A	TOUR & INFORMATIONAL SERVICES COORDINATOR 1	32	2	34
632E	TRANSPORTATION HELPER	30	4	34
595K	UTILITY WORKER 1	30G	4	34G
595L	UTILITY WORKER 2	33G	4	37G
117I	WAREHOUSE OPERATOR 1	32G	2	34G
3550	YOUTH ACADEMY RESIDENTIAL SPECIALIST 1	33	1	34

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For the Employer

For the Union

/s/ 9/18/2024

/s/ 9/18/2024

Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy Spiegel, Director of Advocacy
 WFSE/AFSCME Council 28

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APPENDIX XXX
COMPRESSION AND INVERSION ADJUSTMENTS FOR
EIGHTEEN DOLLARS AN HOUR STARTING WAGE

*The provisions of this Appendix do not apply to the Department of Corrections, see DOC
 supplemental addendum.

Class Code	Class Title	Current Range	Range Increase	New Range
105E	ADMINISTRATIVE ASSISTANT 1	35	4	39
105F	ADMINISTRATIVE ASSISTANT 2	37	4	41
105G	ADMINISTRATIVE ASSISTANT 3	40	4	44
105H	ADMINISTRATIVE ASSISTANT 4	46	4	50
105I	ADMINISTRATIVE ASSISTANT 5	50	4	54
104J	ADMINISTRATIVE INTERN 3	34E	4	38E
106E	ADMINISTRATIVE SERVICES MANAGER A	46	4	50
106F	ADMINISTRATIVE SERVICES MANAGER B	51	4	55
106G	ADMINISTRATIVE SERVICES MANAGER C	56	4	60
346E	ADULT TRAINING SPECIALIST 1	39	2	41
568I	AGRICULTURAL COMMODITY INSPECTOR 2	36	2	38
569E	AGRICULTURAL TECHNOLOGIST	36	4	40
152I	AUDITOR 2	42	3	45
152J	AUDITOR 3	46	3	49
152K	AUDITOR 4	50	3	53
152L	AUDITOR 5	52	3	55
566E	BRAND CONTROL SPECIALIST	37	1	38
566F	BRAND INSPECTOR 1	38	1	39
149H	CASHIER 4	37	4	41
197I	COMMUNICATIONS CONSULTANT 1	38	2	40

208A	COMMUNITY OUTREACH & ENVIRONMENTAL EDUCATIONAL SPECIALIST 1	38	2	40
144E	CONTRACTS ASSISTANT	37	2	39
674G	COOK 1	35	1	36
674H	COOK 2	38	1	39
674I	COOK 3	40	2	42
206L	COPY CENTER LEAD A	34	4	38
206M	COPY CENTER LEAD B	36	4	40
678J	CUSTODIAN 2	34	2	36
678K	CUSTODIAN 3	37	1	38
102A	CUSTOMER SERVICE SPECIALIST 1	35	4	39
102B	CUSTOMER SERVICE SPECIALIST 2	37	4	41
102C	CUSTOMER SERVICE SPECIALIST 3	39	4	43
102D	CUSTOMER SERVICE SPECIALIST 4	43	4	47
168A	DDS EXAMINER SUPPORT SPECIALIST 1	36	4	40
523E	ENVIRONMENTAL SPECIALIST 1	38	2	40
600I	EQUIPMENT TECHNICIAN 1	35G	1	36G
111C	EVENTS COORDINATOR 3	39	2	41
122E	EXTERNAL CIVIL RIGHTS SPECIALIST 1	47	2	49
122F	EXTERNAL CIVIL RIGHTS SPECIALIST 2	53	1	54
565K	FARMER 3	38	4	42
177Q	FINANCIAL RECOVERY ENFORCEMENT OFFICER 1	39	1	40
143I	FISCAL ANALYST 1	40	5	45
143J	FISCAL ANALYST 2	44	5	49
143K	FISCAL ANALYST 3	50	5	55
143L	FISCAL ANALYST 4	54	3	57
143M	FISCAL ANALYST 5	59	2	61
148M	FISCAL TECHNICIAN 2	34	4	38

148N	FISCAL TECHNICIAN 3	36	4	40
148O	FISCAL TECHNICIAN LEAD	37	5	42
<u>148P</u>	<u>FISCAL TECHNICIAN SUPERVISOR</u>	<u>40</u>	<u>5</u>	<u>45</u>
675F	FOOD SERVICE WORKER	34	1	35
112I	FORMS & RECORDS ANALYST 1	36	3	39
591J	GROUNDS & NURSERY SERVICES SPECIALIST 2	34	2	36
591K	GROUNDS & NURSERY SERVICES SPECIALIST 3	36	2	38
591L	GROUNDS & NURSERY SERVICES SPECIALIST 4	38	2	40
591M	GROUNDS & NURSERY SERVICES SPECIALIST 5	41	1	42
119E	HUMAN RESOURCE CONSULTANT 1	47	2	49
119F	HUMAN RESOURCE CONSULTANT 2	53	1	54
123E	HUMAN RESOURCE CONSULTANT ASSISTANT 1	36	3	39
123F	HUMAN RESOURCE CONSULTANT ASSISTANT 2	42	2	44
150G	INSURANCE TECHNICIAN 3	37	5	42
152N	LABOR & INDUSTRIES AUDITOR 1	42	3	45
152O	LABOR & INDUSTRIES AUDITOR 2	45	3	48
152P	LABOR & INDUSTRIES AUDITOR 3	50	2	52
152Q	LABOR & INDUSTRIES AUDITOR 4	54	1	55
152R	LABOR & INDUSTRIES AUDITOR 5	57	1	58
510E	LABORATORY ASSISTANT 1	38	1	39
679H	LAUNDRY OPERATIONS SUPERVISOR 1	41	1	42
679I	LAUNDRY OPERATIONS SUPERVISOR 2	46	1	47
679F	LAUNDRY WORKER 2	34	2	36
679G	LAUNDRY WORKER 3	38	1	39

425E	LEGAL ASSISTANT 1	38	4	42
425F	LEGAL ASSISTANT 2	41	32	44 3
425G	LEGAL ASSISTANT 3	44	2	46
425H	LEGAL ASSSTANT 4	48	2	50
425D	LEGAL OFFICE ASSISTANT	36	4	40
262J	LIBRARY & ARCHIVES PARAPROFESSIONAL 2	37	1	38
262L	LIBRARY AND ARCHIVES PARAPROFESSIONAL 3	39	1	40
262M	LIBRARY AND ARCHIVES PARAPROFESSIONAL 4	46	1	47
113L	MAIL PROCESSING MANAGER	40	4	44
113J	MAIL PROCESSING-DRIVER	34	4	38
113K	MAIL PROCESSING-DRIVER LEAD	36	4	40
678H	MAINTENANCE CUSTODIAN	36	2	38
170E	MEDICAL ASSISTANCE SPECIALIST 1	35	3	38
170F	MEDICAL ASSISTANCE SPECILIST 2	38	2	40
182A	MEDICAL PROGRAM ASSISTANT	38	2	40
282F	MEDICAL TRANSCRIPTIONIST 2	37	4	41
519I	NATURAL RESOURCES TECHNICIAN 2	34	2	36
519J	NATURAL RESOURCES TECHNICIAN 3	39	2	41
100J	OFFICE ASSISTANT 3	34	4	38
100K	OFFICE ASSISTANT LEAD	36	4	40
106J	OFFICE MANAGER	43	2	45
106K	OFFICE SERVICES MANAGER 1	47	1	48
106L	OFFICE SERVICES MANAGER 2	49	1	50
100L	OFFICE SUPPORT SUPERVISOR 1	38	4	42
100M	OFFICE SUPPORT SUPERVISOR 2	40	4	44
100R	OFFICE SUPPORT SUPERVISOR 3	43	3	46
260Q	PARKS INTERPRETIVE SPECIALIST 1	40	1	41

260T	PARKS INTERPRETIVE SPECIALIST 2	45	1	46
260V	PARKS INTERPRETIVE SPECIALIST 3	53	1	54
101G	PBX & TELEPHONE OPERATOR	34	4	38
101H	PBX CHIEF OPERATOR	36	4	40
680B	PERSONAL SERVICES SPECIALIST 2	34	1	35
680C	PERSONAL SERVICES SPECIALIST 3	36	1	37
570K	PLANT TECHNICIAN 2	37	2	39
260J	PRESERVATION & MUSEUM SPECIALIST 2	38	2	40
260K	PRESERVATION & MUSEUM SPECIALIST 3	42	2	44
260L	PRESERVATION & MUSEUM SPECIALIST 4	48	1	49
205G	PRINTING & DUPLICATION SPECIALIST 3	35G	4	39G
115F	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 2	34	2	36
115G	PROCUREMENT & SUPPLY SUPPORT SPECIALIST 3	36	2	38
107M	PROGRAM ASSISTANT	37	2	39
107N	PROGRAM COORDINATOR	40	1	41
107R	PROGRAM MANAGER A	48	1	49
107Q	PROGRAM SUPPORT SUPERVISOR 2	44	1	45
701E	RECREATION & ATHLETICS SPECIALIST 1	35	2	37
257J	RESIDENTIAL/STUDENT LIFE COUNSELOR	37	3	40
227G	RETAIL CLERK 2	34	2	36
678O	SENIOR PARK AIDE	36E	1	37E
681F	SEWING & ALTERATIONS SPECIALIST 2	35	4	39
681G	SEWING & ALTERATIONS SPECIALIST 3	39	4	43
681H	SEWING & ALTERATIONS SUPERVISOR	43	4	47
257E	SIGN LANGUAGE INTERPRETER 1	45	2	47
257F	SIGN LANGUAGE INTERPRETER 2	49	1	50
116G	STOCKROOM ATTENDANT 3	35	4	39
116I	STOCKROOM SUPERVISOR	37	4	41

178E	SUPPORT ENFORCEMENT TECHNICIAN	39	1	40
177O	TAX SERVICE REPRESENTATIVE 1	35	3	38
177P	TAX SERVICE REPRESENTATIVE 2	37	3	40
101I	TELEPHONE COMMUNICATIONS SUPERVISOR	38	4	42
310P	THERAPY AIDE	38	2	40
595M	UTILITY WORKER 3	36G	4	40G
595N	UTILITY WORKER 4	39G	4	43G
163S	VETERANS BENEFIT ASSISTANT	35	3	38
163T	VETERANS BENEFIT SPECIALIST 1	43	2	45
163U	VETERANS BENEFIT SPECIALIST 2	46	2	48
117J	WAREHOUSE OPERATOR 2	34G	2	36G
453E	WEIGHTS & MEASURES COMPLIANCE SPECIALIST 1	35	5	40
402b	WILDLAND FIRE MGMT SUPERVISOR	44	2	46
402G	WILDLAND FIRE MGMT TECHNICIAN	38	1	39
358E	WORKSOURCE SPECIALIST 1	37	2	39

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/ 9/24/2024

/s/ 9/24/2024

Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy Spiegel, Director of Advocacy
 WFSE/AFSCME Council 28

1 **SW-A. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON AND**
4 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

5 **Commercial Driver’s License Wellness Incentive**

6 The parties agree to the implementation of the following, provided an annual monetary
7 wellness program incentive is negotiated and funded in the applicable Coalition of Unions,
8 Health Care Benefits Amounts Agreement.

9 State employees who are required to have a Commercial Driver’s License (CDL) must pass
10 a federal CDL medical examination which determines if the employee is physically
11 qualified to drive a commercial motor vehicle. As an additional incentive to encourage
12 bargaining unit employees who are required to have a CDL to participate in the state’s
13 wellness program, the parties agree to an additional CDL Wellness Incentive.

14 Effective July 1, ~~2023-2025~~ through June 29, ~~2025~~2027, bargaining unit employees
15 required to have a CDL and who earn the annual wellness incentive(s) in accordance with
16 the Public Employee Benefits Board requirements will be eligible to earn an additional
17 CDL Wellness Incentive equal to the annual wellness incentive per the Agreement or one
18 hundred twenty-five dollars (\$125.00), whichever is the lesser amount.

19 Effective July 1, ~~2023-2025~~ – June 29, ~~2025~~2027

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 ~~SW-B. MEMORANDUM OF UNDERSTANDING~~
2 ~~BETWEEN~~
3 ~~THE STATE OF WASHINGTON AND~~
4 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

5 ~~Addressing Paid Internships and/or Staff Development Opportunities:~~

6 ~~The parties recognize the existence of increasing recruitment, retention, and workload~~
7 ~~challenges within General Government agencies. Further, the parties recognize the value~~
8 ~~of appointments for the purpose of staff development. As one component of working to~~
9 ~~address the recruitment challenges, the parties agree to the following:~~

10 ~~1. — In addition to the provisions set forth in Article 4.5 A1, the Employer may make~~
11 ~~non permanent appointments for paid internships and/or staff development~~
12 ~~opportunities. Non permanent appointments made for paid internships may not be~~
13 ~~converted to permanent appointments and may supplement, but not supplant,~~
14 ~~permanent positions. Any conversion of a non permanent appointment made for~~
15 ~~staff development must be handled in accordance with Article 4.5 A 3. Non~~
16 ~~permanent positions established for paid internships are dependent on available~~
17 ~~funding.~~

18 ~~Employees hired into non permanent appointments for paid internships and/or staff~~
19 ~~development opportunities will be assigned to a supervisor. The supervisor is~~
20 ~~responsible for ensuring the employee receives training for the specific position and~~
21 ~~assigned job duties.~~

22 ~~2. — During the life of this MOU, the Employer will track all non permanent~~
23 ~~appointments made for the purposes of paid internships and/or staff development~~
24 ~~opportunities. This data will be available to the Union upon request.~~

25
26
27

1 ~~3. The parties will discuss the available data and negotiate any continuation of this~~
2 ~~MOU during bargaining of the parties' 2025-2027 Agreement.~~

3 ~~4. This MOU expires on June 30, 2025.~~

4 ~~Dated August 4, 2022~~

For the Employer:

For the Union:

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Chief
Negotiator
WFSE/AFSCME Council 28~~

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/ 9/17/2024

/s/ 9/17/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

5

1

~~SW-C. MEMORANDUM OF UNDERSTANDING~~

2

~~BETWEEN~~

3

~~THE STATE OF WASHINGTON~~

4

~~OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION~~

5

~~(OFM/LRS)~~

6

~~AND~~

7

~~WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)~~

8

~~The parties agree to the following regarding the Information Technology (IT) Professional~~

9

~~Structure implemented July 1, 2019:~~

10

~~I. — Definitions:~~

11

~~The following terms and explanations shall apply to the IT Professional Structure.~~

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise. IT Families include: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.
Level	The measure of complexity of work performed. IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
Allocation	The assignment of a position to a job family and level.
Reallocation	The assignment of a position to a different level and/or job family.

Class, Classes, and Classification (where used in reference to job classification)	Where these terms are used in this Agreement, for the purposes of the IT Professional Structure, they shall be followed by “or job family/ies and level/s.”
--	--

1

2 ~~**H. Impacts of the IT Structure implementation allocation appeals in process as a**~~
3 ~~**result of the July 1, 2019 implementation:**~~

4 ~~A. The following conditions of employment will not change because a position~~
5 ~~is being transitioned into the IT Professional Structure as the result of a final~~
6 ~~decision issued for an implementation allocation appeal:~~

7 ~~i. The determination of a position as overtime eligible or overtime-~~
8 ~~exempt;~~

9 ~~ii. Required licensure and/or certifications;~~

10 ~~iii. The designation of a position as “required personnel” or “emergency~~
11 ~~employee”;~~

12 ~~iv. The grievance procedure, as outlined in Article 29 of the GG CBA~~
13 ~~and Article 30 of the HE/CCC CBA;~~

14 ~~v. The designation of a position as needing inherent flexibility as~~
15 ~~currently listed in Appendix B of the GG CBA;~~

16 ~~vi. The eligibility for and/or receipt of existing assignment pays;~~

17 ~~vii. Status as a non permanent, on call, in training, project,~~
18 ~~seasonal/cyclic, trial service, transition review or probationary~~
19 ~~employee;~~

20 ~~viii. Non permanent, on call, in training, project, seasonal/cyclic, trial~~
21 ~~service, transition review or probationary period.~~

1 ~~B. Employees reallocated into the IT Professional Structure as the result of a~~
2 ~~final decision issued for an implementation allocation appeal will have their~~
3 ~~salary determined as follows:~~

4 ~~i. In those cases where the employee's current salary exceeds the~~
5 ~~maximum amount of the salary range for the new position, the~~
6 ~~employee will continue to be compensated at the salary he or she~~
7 ~~was receiving prior to the reallocation downward, until such time as~~
8 ~~the employee vacates the position or their salary falls within the new~~
9 ~~salary range.~~

10 ~~ii. In all other cases, the employee's salary will be adjusted in~~
11 ~~accordance with the original IT MOU to reflect the salary they~~
12 ~~would be receiving had the final decision issued been the original~~
13 ~~decision. Any additional compensation owed to the employee at the~~
14 ~~time of the final decision will be processed according to the terms~~
15 ~~of the negotiated contract for 2019-21 and 2021-23.~~

16 ~~C. Question #16 of the Step M Q&A applies to positions transitioned due to~~
17 ~~the implementation of the IT Professional Structure.~~

18 ~~**16. If a classification is moved to a new pay range as a result of**~~
19 ~~**collective bargaining will time spent at Step L of the previous**~~
20 ~~**range count towards the six-year requirement to move to Step**~~
21 ~~**M of the new range?**~~

22 ~~Yes. If a classification is moved to a new pay range as a result of~~
23 ~~collective bargaining, time spent at Step L of the previous range will~~
24 ~~count towards the six-year requirement to move to Step M of the~~
25 ~~new range.~~

1 ~~D. — Positions at the Entry, Journey, and Senior/Specialist level in the IT~~
2 ~~Professional Structure that are designated as a supervisor will receive a five~~
3 ~~percent (5%) supervisory pay differential in addition to the base salary.~~

4 **This MOU shall expire on June 30, 2025**

For the Employer:

For the Union:

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Chief
Negotiator
WFSE/AFSCME Council 28~~

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/ 8/22/2024

/s/ 8/22/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

5

1 ~~SW-D. MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND~~

5 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES GENERAL~~

6 ~~GOVERNMENT BARGAINING UNIT~~

7
8 ~~DIVERSITY, EQUITY, AND INCLUSION~~

9 ~~The parties are committed to developing and maintaining a high performing public~~
10 ~~workforce that provides access, meaningful services, and improved outcomes for all~~
11 ~~Washingtonians. The ever increasing diversity of our population and workforce defines~~
12 ~~who we are as a people and drives the public's expectations of us as public servants. An~~
13 ~~important goal is to build work environments that are respectful, supportive and inclusive~~
14 ~~to everyone.~~

15 ~~The Office of Financial Management is engaged in an enterprise wide effort with state~~
16 ~~agencies to reassess hiring practices, training, policy compliance, and data reporting toward~~
17 ~~the goal of creating a more respectful, diverse, equitable and inclusive work environment.~~
18 ~~The Union is a vital partner in reaching this goal. The parties recognize there is important~~
19 ~~work to be done collectively to achieve diversity, equity and inclusion and are committed~~
20 ~~to creating a positive work environment where employees are its most valuable resource.~~

21 ~~Promoting diversity, equity and inclusion furthers an environment of honesty, which can~~
22 ~~only occur when individuals feel safe to speak openly and with confidence that co-workers~~
23 ~~and leadership will accept diverse contributions, opinions and ideas. The parties recognize~~
24 ~~this requires transparency and accountability to one another as a hallmark of the workforce.~~

25 ~~To that end, as agencies modify their policies to support this work, the WFSE, whether~~
26 ~~through informal discussions at UMCC or LMC meetings, or through other more formal~~
27 ~~notice, will be provided an opportunity to review and give input on these changes before~~
28 ~~they are adopted by an agency.~~

29 ~~The Employer encourages facilitation of workgroups and roundtable conversations within~~
30 ~~and amongst divisions to discuss diversity, equity and inclusion.~~

1 ~~Nothing in this Memorandum of Understanding should be construed as a waiver of the~~
2 ~~rights and obligations of either party as it relates to mandatory subjects.~~

3 ~~This Memorandum of Understanding is not subject to the grievance procedure. This~~
4 ~~Memorandum of Understanding shall expire on June 29, 2025.~~

5 ~~Dated: September 12, 2022~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~_____
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~_____
Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

~~/s/~~ ~~8/29/2024~~

~~/s/~~ ~~8/28/2024~~

~~_____
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~_____
Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

1 ~~SW-E. MEMORANDUM OF UNDERSTANDING~~
2 ~~BETWEEN~~
3 ~~THE STATE OF WASHINGTON~~
4 ~~AND~~
5 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
6 ~~COVID-19 One-Time Booster Incentive Lump Sum~~

7 ~~A. One-Time Lump Sum Payment for Providing Proof of up to date COVID-19~~
8 ~~Booster(s)~~

9 ~~Employees who provide proof of up to date COVID-19 vaccination, to include~~
10 ~~boosters, will receive a one-time lump sum payment. All information disclosed to~~
11 ~~the Employer during the vaccination verification process will be stored in the~~
12 ~~employee's confidential medical file only. This information will only be accessed~~
13 ~~by the Employer on a need to know basis.~~

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

16 ~~Employees who choose to be boosted, at a location of their choosing, and~~
17 ~~voluntarily provide their employer with proof of up to date COVID-19~~
18 ~~booster vaccination, which must include any boosters recommended by the~~
19 ~~U.S. Centers for Disease Control (CDC) at the time proof is provided to the~~
20 ~~employer, between January 1, 2023, and December 31, 2023, shall receive~~
21 ~~a one thousand dollar (\$1000.00) one-time lump sum payment to be paid no~~
22 ~~earlier than July 25, 2023. The Employer will provide the employee with~~
23 ~~written acknowledgement of receipt of proof, which shall include the date~~
24 ~~when the documentation of up to date COVID-19 boosters was provided.~~

25 ~~b. The lump sum payment will be reflected in the employee's paycheck subject~~
26 ~~to all required state and federal withholdings and be provided as soon as~~
27 ~~practicable based upon their agency's Human Resources and/or payroll~~
28 ~~processes. The lump sum payment shall not be considered salary or base~~
29 ~~pay and therefore is exempt from union dues.~~

- 1 1. ~~Bargaining unit employees will only receive one lump sum payment~~
2 regardless, if they occupy more than one position within State
3 government or higher education. Eligibility for the lump sum
4 payment will be:
- 5 a. ~~Based upon the position in which work was performed on~~
6 the date the up to date status is verified; or
- 7 b. ~~If no work was performed on the date the up to date status~~
8 is verified, then based on the position from which the
9 employee receives the majority of compensation.
- 10 3. ~~Employees will receive the lump sum payment only once during~~
11 their employment with the State, regardless of whether they hold
12 multiple positions or are employed by multiple agencies between
13 January 1, 2023 and December 31, 2023.

14 **~~This MOU shall expire December 31, 2023.~~**

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

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/~~ 7/1/2024

~~/s/~~ 7/1/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

~~SW-F. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Implementing Recognition and Retention Lump Sum Payment~~

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

~~A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical state employees in all state agencies; a one-time bonus will be provided. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following condition:~~

~~1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service. Employees who meet the definition of career seasonal are not considered to have a break in service.~~

~~B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.~~

~~C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.~~

~~a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.~~

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

1 ~~D. The amount of the lump sum payment for part-time and on-call employees will be~~
2 ~~proportionate to the number of hours the part-time employee was in pay status~~
3 ~~during fiscal year 2023 in proportion to that required for full-time employment.~~

4 ~~a. For employees who hold more than one part-time and/or on-call position,~~
5 ~~the number of hours will be cumulative from all positions. The lump sum~~
6 ~~payment will not exceed one thousand dollars (\$1,000.00).~~

7
8 ~~The provisions contained in this MOU become effective on July 1, 2023. This MOU shall~~
9 ~~expire on July 30, 2023.~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

~~/s/~~ ~~7/1/2024~~

~~/s/~~ ~~7/1/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

1 **SW-G. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **PEBB COALITION OF UNIONS**

6 **Medical Flexible Spending Arrangement Work Group**

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

11 ~~The parties agree to use the already scheduled quarterly series of meetings between Health~~
12 ~~Care Authority (HCA), Office of Financial Management (OFM) and Union staff~~
13 ~~representatives to review data and discuss possible options and solutions to increase~~
14 ~~represented employees' awareness and utilization of the FSA benefit. The parties will focus~~
15 ~~their efforts on the following items:~~

16 ~~1. — Creating an introductory paragraph explaining the FSA benefit for represented~~
17 ~~employees for use in HCA communications. This communication shall include all~~
18 ~~the participatory unions' logos and/or names provided by the unions as well as~~
19 ~~HCA/PEBB branding.~~

20 ~~2. — Exploring the option of sharing a list of all eligible employees who did not use the~~
21 ~~two hundred fifty (\$250.00) benefit for the previous calendar year.~~

22 ~~3. — Creating a timely and targeted communication for those employees who have not~~
23 ~~yet accessed their FSA benefit.~~

24 ~~4. — Reviewing existing communications provided to new employees about the FSA~~
25 ~~benefit.~~

26 ~~5. — Assisting the Coalition of Unions with providing information to their members~~
27 ~~about the FSA benefit.~~

- 1 ~~6. Ensuring that any information shared protects employees' personally identifiable~~
- 2 ~~information and protected health information.~~
- 3 ~~7. Exploring options to provide access to this information for non-English speakers,~~
- 4 ~~for example, a flyer in multiple languages with notification of these benefits. This~~
- 5 ~~MOU will expire on June 30, 2025~~

For the Employer:

For the Healthcare Coalition:

~~/s/~~

~~Ann Green, OFM
Lead Negotiator~~

~~/s/~~

~~Jane Hopkins, President
SEIU 1199NW~~

~~/s/~~

~~Karen Estevenin, Executive Director
PROTEC17~~

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

~~/s/~~ ~~8/22/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~/s/~~ ~~8/21/2024~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

1 **SW-H. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**
6 **AFSCME COUNCIL 28 AFLCIO**

7 **24/7 Facility Premium Pay**

8 ~~*This MOU has been modified effective September 1, 2023~~

9 ~~*This MOU has been modified effective May 10, 2024.~~

10 Washington State 24/7 facilities provide vital services to vulnerable individuals within our
11 care. To ~~recognize employees that are providing the services required at these facilities and~~
12 ~~to~~ strengthen recruitment and retention efforts to ensure continued delivery of services and
13 reduce chronic absenteeism, the parties agree to implement this a temporary 24/7 Facility
14 Premium Pay as follows:

15 Employees who are assigned to a facility that provides direct care to residents, patients
16 and/or clients and whose duties are required to be performed on location will receive a five
17 percent (5%) premium pay for all hours actually spent working on location. Agency
18 locations that are designated as 24/7 facilities are listed in Attachment A to this
19 Memorandum of Understanding and the agency shall determine which positions are
20 eligible for this premium pay. The determination of position eligibility shall not be subject
21 to the grievance procedure.

22 For the purposes of this MOU hours designated as vacation leave, sick leave and
23 compensatory time or overtime hours shall not be eligible for the ~~include the additional~~ five
24 percent 5% premium. Employees in positions whose duties are not required to be
25 performed on location and who are eligible for regularly scheduled telework shall not be
26 eligible for this premium pay unless their telework

1 agreement specifically requires them to work on location three or more days per week.

2 This premium pay is added to the base salary and shall expire on June 29, ~~2025~~2027.

3 **Dated on September 21, 2022**

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

~~Chris Fox, Chief~~
~~Negotiator~~ Amy Spiegel,
Director of Advocacy
WFSE/AFSCME Council 28

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/ 9/18/2024

/s/ 9/18/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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Attachment A

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities <u>CW – Exceptional Placement Facilities</u>
DSHS-BHA	Eastern State Hospital Western State Hospital (Civil and Gage) Special Commitment Center (to include Secure Community Transition Facilities) Child Study Treatment Center <u>Behavioral Health Treatment Centers-Steilacoom Unit and Maple Lane Campus</u> Fort Steilacoom Competency Restoration Program Maple Lane Competency Restoration program Maple Lane Residential Treatment Facility Maple Lane NGRI Brockmann Campus Residential Treatment facility Olympic Heritage Behavioral Health Facility
DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State Operated Community Residential Olympic Heritage Behavioral Health Facility Lake Burien Transitional Care Facility
DVA	Orting Port Orchard Spokane Walla Walla
<u>Military Department</u>	<u>Washington Youth Challenge Academy</u>

2

~~SW-I. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Data Sharing Agreement~~

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

~~DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice and required by law under RCW 39.26.340 and RCW 39.34.240 when an agency shares category 3 or higher data that a written DSA must be in place. Additionally, the Office of the Chief Information Officer outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.~~

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

~~(3) Category 3—Confidential Information~~

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

~~a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.~~

- 1 ~~b. Information about public employees as defined in RCW 42.56.250.~~
- 2 ~~e. Lists of individuals for commercial purposes as defined in RCW 42.56.070~~
- 3 ~~(9).~~
- 4 ~~d. Information about the infrastructure and security of computer and~~
- 5 ~~telecommunication networks as defined in RCW 42.56.420.~~
- 6 ~~(4) Category 4 Confidential Information Requiring Special Handling Confidential~~
- 7 ~~information requiring special handling is information that is specifically protected from~~
- 8 ~~disclosure by law and for which:~~
- 9 ~~a. Especially strict handling requirements are dictated, such as by statutes,~~
- 10 ~~regulations, or agreements. Serious consequences could arise from~~
- 11 ~~unauthorized disclosure, such as threats to health and safety, or legal~~
- 12 ~~sanctions.~~

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

14 ~~The Employer and WFSE strive to ensure that any sharing of personal or confidential~~

15 ~~information is supported by a written DSA, which will address the following:~~

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

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

For the Employer:

For the Union:

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

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/ 8/29/2024

/s/ 8/28/202

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **SW-J. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **Addition of Olympic Heritage Behavioral Health Facility to Statewide MOU H-**
7 **24/7 Facility Premium Pay**

8 ~~DSHS is opening a new facility — Olympic Heritage Behavioral Health. To provide~~
9 ~~consistency within existing provisions that apply to DSHS BHA facilities contained in this~~
10 ~~collective bargaining agreement the parties agree to modify Attachment A of Statewide~~
11 ~~MOU H as follows:~~

12 **Attachment A**

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities
DSHS-BHA	Eastern State Hospital Western State Hospital (Civil and Gage) Special Commitment Center (to include Secure Community Transition Facilities) Child Study Treatment Center Fort Steilacoom Competency Restoration Program Maple Lane Competency Restoration program Maple Lane Residential Treatment Facility Maple Lane NGRI Brockmann Campus Residential Treatment facility Olympic Heritage Behavioral Health Facility

DSHS-DDA	Lakeland Village RHC Rainier School RHC Firecrest School RHC Yakima School RHC State-Operated Community Residential
DVA	Orting Port Orchard Spokane Walla Walla

1

2 ~~This MOU is effective September 1, 2023 through June 29, 2025.~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director
WFSE/AFSCME Council 28~~

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/~~ ~~7/26/2024~~

~~/s/~~ ~~7/25/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

3

1 ~~SW-K. MEMORANDUM OF UNDERSTANDING~~
2 ~~BETWEEN~~
3 ~~THE STATE OF WASHINGTON~~
4 ~~AND~~
5 ~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
6 ~~Leave with Pay in Response to Emergency Proclamation 23-05~~

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

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

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

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

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

3 **Dated: August 30, 2023**

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director
WFSE/AFSCME Council 28~~

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/~~ 9/18/2024

~~/s/~~ 9/18/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

4

1 **~~SW-L. MEMORANDUM OF UNDERSTANDING~~**

2 **~~BETWEEN~~**

3 **~~THE STATE OF WASHINGTON~~**

4 **~~AND~~**

5 **~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES, COUNCIL 28~~**

6 **~~Vacation Leave Accrual Maximum~~**

7
8 ~~Due to the passage of House Bill 2246 amending RCW 43.01.044, 41.40.010, and~~
9 ~~43.43.120; and reenacting and amending RCW 43.01.040 which increases the maximum~~
10 ~~number of hours of unused vacation leave a state employee may accrue from 240 hours to~~
11 ~~280 hours effective June 6, 2024, the parties agree to modify Article 11, Section 11.12-~~
12 ~~Vacation Leave Maximum as follows:~~

13 **~~11.12 Vacation Leave Maximum~~**

14 ~~Employees may accumulate maximum vacation balances not to exceed the~~
15 ~~statutory limits in accordance with RCW 43.01.040 (currently two hundred forty~~
16 ~~eighty (240)280 hours). However, there are two (2) exceptions that allow vacation~~
17 ~~leave to accumulate above the maximum:~~

18 ~~A. If an employee's request for vacation leave is denied by the Appointing~~
19 ~~Authority or designee, and the employee has not exceeded the vacation~~
20 ~~leave maximum (currently two hundred forty eighty (240)280 hours), the~~
21 ~~Employer shall grant an extension for each month that the Employer defers~~
22 ~~the employee's request for vacation leave.~~

23 ~~B. An employee may also accumulate vacation leave days in excess of the~~
24 ~~statutory limit (currently two hundred forty eighty (240)280 hours) as long~~
25 ~~as the employee uses the excess balance prior to their anniversary date. Any~~
26 ~~leave in excess of the maximum that is not deferred in advance of its accrual~~
27 ~~as described above, will be lost on the employee's anniversary date.~~

28 **~~Modification to Article 11.12 as shown above are not effective until June 6, 2024.~~**

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

1 **Dated: March 27, 2024**

For the Employer

For the Union

/s/

/s/

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director
Washington Federation of State
Employees, Council 28~~

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/ 6/26/2024

/s/ 6/26/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

2

1 ~~SW-M. MEMORANDUM OF UNDERSTANDING~~
2 ~~BETWEEN~~
3 ~~THE STATE OF WASHINGTON~~
4 ~~AND~~
5 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 ~~WASHINGTON STATE DEPARTMENT OF AGRICULTURE~~
7 ~~UPDATES TO THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT~~
8

9 ~~To recognize the updated bargaining unit description pursuant to the Public Employment~~
10 ~~Relations Commission Decision 13781—PSRA the parties agree to the following~~
11 ~~modifications to Appendix A of the 2023-2025 Washington Federation of State Employees~~
12 ~~Collective Bargaining Agreement:~~

13 ~~APPENDIX A~~

14 ~~BARGAINING UNITS REPRESENTED BY THE~~
15 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
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1	Agency	PERC Description	Order #
2	Agriculture	Non-supervisory Classified Grain Program,	13781
3		Fruit and Vegetable Program,	
4		Seed Program. Livestock Identification Program,	
5		and Plant Protection Division	

6 **Dated: June 4, 2024**

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE~~

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/~~ 9/17/2024

~~/s/~~ 9/17/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

7

~~SW-N. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES, COUNCIL 28~~

~~Fully Subsidized State Worker Van Pool Benefit Program~~

~~Due to the passage of Engrossed Substitute House Bill 2134 and the Washington State Department of Transportation's (WSDOT) efforts to implement a state worker van pool benefit program that is fully subsidized consistent with ESHB 2134 (Sec. 221(18), the parties agree to modify Article 25, Use of Privately owned and State Vehicles, Commute Trip Reduction, and Duty Stations. ss follows:~~

~~ARTICLE 25~~

~~COMMUTE TRIP REDUCTION AND PARKING~~

~~25.1—The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.~~

~~25.2—Agencies will provide commute trip reduction incentives consistent with agency policies and within available resources.~~

~~25.3—During the term of this Agreement, agency administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of July 31, 2010.~~

~~25.4—The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with RCW 46.08.172.~~

1 ~~25.5 — All Employees with King, Pierce or Snohomish County Duty Stations~~

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

6 ~~Specifically, travel for the 2023-25 contract will be fare free access to the~~
7 ~~following services:~~

8 ~~1. — Unlimited rides on bus services provided by Community Transit,~~
9 ~~Everett Transit, King County Metro Transit, Kitsap Transit, Pierce~~
10 ~~Transit and Sound Transit;~~

11 ~~2. — Unlimited rail service on Sound Transit, Link light rail and Sounder~~
12 ~~commuter rail;~~

13 ~~3. — Unlimited Seattle Streetcar trips;~~

14 ~~4. — Unlimited King County Water Taxi trips;~~

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

18 ~~6. — Paratransit services from Kitsap Transit and King County Metro~~

19
20 ~~25.6 — Vanpool Subsidy~~

21 ~~————— A van pool subsidy will be available in the state where a public transit~~
22 ~~vanpool provider offers a vanpool service. Some rural areas may lack a~~
23 ~~provider. Lack of provider in a region does not disqualify a rider from~~
24 ~~claiming a vanpool benefit. If a rider identifies a vanpool that meets a transit~~

1 ~~agency's ridership requirements, the transit agency has discretion for~~
2 ~~providing a vanpool service that exceeds its traditional service area.~~

3 ~~All full-time, part-time, temporary, or non-permanent employees who are~~
4 ~~benefit eligible and work for an agency that has completed an agreement~~
5 ~~with WSDOT will be eligible to receive the full subsidy vanpool benefit.~~

6
7 ~~This MOU takes effect upon implementation of the program and will expire on~~
8 ~~June 30, 2025.~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director of
WFSE/AFSCME Council 28~~

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

~~/s/~~ 9/17/2024

~~/s/~~ 9/17/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

9

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **PEBB COALITION OF UNIONS**

6 **Medical Flexible Spending Arrangement Work Group**

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

11 The parties agree to use the already scheduled quarterly series of meetings between Health
12 Care Authority (HCA), Office of Financial Management (OFM) and Union staff
13 representatives to review data and discuss possible options and solutions to increase
14 represented employees' awareness and utilization of the FSA benefit. The parties will focus
15 their efforts on the following items:

- 16 1. Creating an introductory paragraph explaining the FSA benefit for represented
17 employees for use in HCA communications. This communication shall include all
18 the participatory unions' logos and/or names provided by the unions as well as
19 HCA/PEBB branding.
- 20 2. Exploring the option of sharing a list of all eligible employees who did not use the
21 ~~three~~ ~~two~~ hundred ~~fifty~~ dollar (~~\$250~~ \$300) benefit for the previous calendar year.
- 22 3. Creating a timely and targeted communication for those employees who have not
23 yet accessed their FSA benefit.
- 24 4. Reviewing existing communications provided to new employees about the FSA
25 benefit.
- 26 5. Assisting the Coalition of Unions with providing information to their members
27 about the FSA benefit.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO**

Reference 75 Legacy

The parties agree that modifications to Appendix O, Reference 75 resulting from agreement reached during the 25-27 bargaining sessions shall be implemented.

All employees in the Equipment Technician class series as of October 1, 2024 who are receiving the 20% assignment pay on all hours worked under Reference 75 of the parties' 23-25 collective bargaining agreement will be legacied and therefore will continue to receive 20% assignment pay on all hours worked until such time that the employee vacates the position. Anyone hired into the Equipment Technician class series, after October 1, 2024, will only be eligible to receive the assignment pay for hours actually performing the duties as described in Reference 75 of the parties' 25-27 collective bargaining agreement.

This MOU is effective on July 1, 2025.

This MOU shall expire on June 29, 2027.

For the Employer:

For the Union:

/s/ 9/18/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSME Council 28

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

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/~~ 8/29/2024

~~/s/~~ 8/28/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

**~~B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF TRANSPORTATION~~**

Work Apparel

~~This MOU applies to employees performing highway maintenance or facilities activities within the Washington State Department of Transportation (WSDOT).~~

~~A. The parties agree that effective July 1, 2023 through June 29, 2025 WSDOT will provide employees performing these activities a choice of overalls, coveralls, and jeans/pants/shirts, or a combination of all these items, provided:~~

~~1. A commercial service is available at the employee's work location; and~~

~~2. The Appointing Authority determines the cost/benefit of this service is appropriate given the employee's working conditions.~~

~~B. At least annually, employees approved to receive this service will choose the mix of apparel they want to wear each week for the next twelve (12) months.~~

~~C. An employee is not obligated to wear overalls, coveralls, or jeans/pants/shirts, and can choose to provide their own work apparel.~~

~~D. If an employee chooses to provide their own work apparel, they are encouraged to opt out of the commercial apparel to reduce unnecessary costs.~~

For the Employer:

For the Union:

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Chief Negotiator
WFSE/AFSCME Council 28

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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**C. MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE STATE OF WASHINGTON
 AND
 DEPARTMENT OF TRANSPORTATION**

Premium Pay Equipment List

Equipment Type	B	C	Example Equipment
Crane requiring Labor and Industry certification		x	Swing Cab Crane, Fixed Cab Crane, Articulating Crane, Digger Derrick Crane
Truck, Traffic Long Line Striper	x		Region Stripers
Truck, Tunnel Washer	x		
Truck, Catch Basin Cleaner and Assistant	x		Vactor, Camel
Trailer over 25,000 lbs. (Includes pups)	x		Pups, Flushers, Belly Dumps, Tilt
Wing Plow, Truck Mounted (in up or down position)		x	
Tow Plow		x	
Snow Blowers (and snow blower attachments)	x		
Pickup Brooms	x		Athey, Johnson 4000
Tractors with side arm attachments	x		Tractors with brush cutter or flail. Ford 7740
Mowers, 10' & wider or 2 or more mowers	x		Ford 9040
Backhoe	x		Case 580L
Liquid Asphalt Distributors	x		
Chip Spreader, Self Propelled	x		Etnyre, Rosco
Montana Paver	x		
Pavers (self-propelled), Pavement grinders (self-propelled)		x	
Pavement Grinders, Roto-Mill, Loader Mount	x		

Equipment Type	B	C	Example Equipment
Compact Excavator, Dig Depth less than 15'	x		
520 Workboat Operations	*	<u>x</u>	
Archie Allen		*	
Excavator, Dig Depth over 15', Over 26,000GVW		x	Drott
Graders		x	Champion 740
Dozer, Tractor Crawler		x	Cat D6-D7
Lowboy, Trailer & Tractor		x	
Spider Excavator		x	
Belt Loader	x		Athey
U-BIT Operation (ground and bucket)	x		
Truck Mounted Attenuator (TMA)		x	

1 **Equipment not listed defaults to Class A.**

2 **Note:**

- 3 • Class A: Does not qualify for premium pay.
- 4 • Class B: Highway Maintenance Worker 1 qualifies for premium pay.
- 5 • Class C: – Highway Maintenance Worker 1, Highway Maintenance Worker 2,
 6 Highway Maintenance Worker 3, Maintenance Specialist 2, Maintenance Specialist
 7 3, Maintenance Mechanic 3, Bridge Maintenance Specialist 1, ~~Bridge Maintenance~~
 8 ~~Specialist 1~~, Bridge Maintenance Specialist 2, Bridge Maintenance Specialist 3 and
 9 Bridge Maintenance Specialist Lead qualify for premium pay.

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- 1 • For equipment with attachments, where operating the attachment qualifies for
2 premium pay, premium pay hours will be recorded on time sheets only when the
3 attachment is operated.

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5 **Dated: September 17, 2020**

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Chris Fox, Chief Negotiator
WFSE/AFSCME Council 28~~

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/~~ 9/18/2024

~~/s/~~ 9/18/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

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

**Compensatory Time for the Department of Social and Health Services at 24/7
Facilities**

~~DSHS is opening a new facility—Olympic Heritage Behavioral Health. To provide consistency within existing provisions that apply to DSHS BHA facilities contained in this collective bargaining agreement the parties agree to modify Agency MOU D as follows:~~

In addition to the provisions of Article 7.5, the parties agree to the following for overtime-eligible employees working at ~~the any~~ Department of Social and Health Services 24/7 facility~~ies at Eastern State Hospital, Western State Hospital, Olympic Heritage Behavioral Health Facility, Child Study and Treatment Center, Special Commitment Center, Fircrest School, Lakeland Village, Rainier School, Yakima Valley School, State Operated Living Alternatives (SOLA), State Operated Community Residential (SOCR), Competency Restoration Programs at Fort Steilacoom (FSCR) and Maple Lane (MLCRP), Civil Residential Treatment Facilities (RTF) at the Maple Lane Campus and the Brockman Campus in Vancouver, and the NGRI Residential Treatment Facility (RTF) at the Maple Lane Campus.~~

The Employer will ~~only~~ agree to approve compensatory time in lieu of cash payments for overtime to an overtime-eligible employee when the employee works a majority of their shift (for night shift, when the shift begins) on any of the following dates:

2024 <u>2025</u>	2025 <u>2026</u>	<u>2027</u>	
01/01/24	01/01/ 25 <u>26</u>	<u>01/01/27</u>	New Year's Day
01/15/24	01/ 20/25 <u>19/26</u>	<u>01/18/27</u>	Martin Luther King Jr. Day

02/19/24	02/17/25 16/26	<u>02/15/27</u>	President's Day
05/27/24	05/26/25 25/26	<u>05/31/27</u>	Memorial Day
6/19/24	6/19/ 25 26	<u>06/19/27</u>	Juneteenth
07/04/24 25	<u>07/04/26</u>		Independence Day
09/02/24 01/25	<u>09/07/26</u>		Labor Day
11/11/24 25	<u>11/11/26</u>		Veteran's Day
11/28/24 27/25	<u>11/26/26</u>		Thanksgiving Day
11/29/24 25	<u>11/27/26</u>		Native American Heritage Day
12/25/24 25	<u>12/25/26</u>		Christmas Day

1

2 An employee may elect to accrue compensatory time in lieu of cash payment for overtime
3 for the holiday calendar date or their designated holiday, but not both. ~~An Employee will~~
4 ~~follow the rules of compensatory time use per Article 7.5 C. and will only be allowed comp~~
5 ~~time usage for planned leave.~~

6 In addition to the above, the Employer agrees to approve compensatory time in lieu of cash
7 payments for overtime-eligible employees at any 24/7 Operations facility, during staffing
8 emergencies, as determined and declared by the Superintendent or Executive Officer of the
9 facility. It is the Employer's sole prerogative to determine when emergency staffing and
10 overtime assignments exist. Compensatory time will be paid only for those hours spent
11 performing the duties of the assigned job during designated emergency staffing hours.

12 Hours qualifying for compensatory time will accrue at a rate of one and one-half (1-1/2)
13 hours of compensatory time for each hour worked. Compensatory time will be paid only
14 for those hours spent performing the duties of the assigned job during identified holidays

1 or management designated emergency staffing hours. An Employee will follow the rules
2 of compensatory time use per Article 7.5 C.

3 Nothing in this agreement will supersede Employer's management rights under the
4 Collective Bargaining Agreement.

5 **This MOU is effective ~~September~~ July 1, 2023-2025 through June 29, ~~2025~~ 2027**

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

~~Kurt~~ Amy Spiegel, ~~Executive~~
~~Director~~ Chief Negotiator
WFSE/AFSCME Council 28

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **E. — MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE WASHINGTON STATE**
4 **EMPLOYMENT SECURITY DEPARTMENT**
5 **AND**
6 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

7 **RE: Non-Permanent Appointments**

8 ~~The following represents the agreement between the Parties consisting of the State of~~
9 ~~Washington (Employer), the Washington State Employment Security Department (ESD),~~
10 ~~and the Washington Federation of State Employees (Union) regarding the extension of~~
11 ~~non-permanent appointments beyond twelve months under specific circumstances.~~

12 ~~**Whereas** the economy takes a downward turn, ESD must respond by immediately~~
13 ~~increasing staffing to respond to the increase in unemployment claimants, and clients~~
14 ~~seeking employment services through WorkSouce. When the economy improves, the result~~
15 ~~is fewer unemployment claimants and fewer clients utilizing WorkSource services~~
16 ~~resulting in the need for ESD to reduce staffing through layoff actions.~~

17 ~~**Whereas** the Parties agree that allowing for extended non-permanent appointments during~~
18 ~~periods of economic downturns would greatly reduce layoff impacts for permanent staff~~
19 ~~and benefit permanent staff and ESD.~~

20 ~~The Parties agree to the following as an additional reason for making non-permanent~~
21 ~~appointments in Article 4.5 A.1 as well as an additional exception to the length of a non-~~
22 ~~permanent appointment:~~

23 ~~1. — During periods of economic downturn, ESD may extend non-permanent~~
24 ~~appointments for longer than twelve (12) months.~~

25 ~~2. — An economic downturn begins:~~

26 ~~a. — When the average seasonally adjusted total unemployment (SATUR) equals~~
27 ~~or exceeds six and a half percent (6.5%) for the past three months; and~~

28 ~~b. — The SATUR is at least one hundred and ten percent (110%) of the average~~
29 ~~in either or both of the corresponding three (3) month periods in the two (2)~~
30 ~~prior calendar years;~~

31 ~~3. — The economic downturn ends:~~

32 ~~a. — When the SATUR falls below six and a half percent (6.5%) for the past~~
33 ~~three months; and the SATUR is less that one hundred and ten percent~~
34 ~~(110%) of the average in either or both of the corresponding three (3) month~~
35 ~~periods in the two (2) prior calendar years.~~

1 ~~4. Non permanent appointments in place when the economic downturn begins, and~~
2 ~~non permanent appointments made during the economic downturn, may be~~
3 ~~extended up to twelve (12) months after the economic downturn ends.~~

4 ~~When an economic downturn has begun as defined in two (2) above and ESD determines~~
5 ~~the MOU will need to be implemented, ESD will provide written notice to the Executive~~
6 ~~Director of the WFSE.~~

7 ~~Dated August 4, 2022~~

For the Employer:

For the Union:

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Chief Negotiator
WFSE/AFSCME Council 28~~

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **F. — MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE WASHINGTON STATE**
4 **AND**
5 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**
6 **AND**
7 **PARKS AND RECREATION COMMISSION**

8 ~~The parties agree to create a Union Management Communication Subcommittee to focus~~
9 ~~on law enforcement issues of Park Rangers employed within the Washington State Parks~~
10 ~~and Recreation Commission. The purpose of the committee will be to identify law~~
11 ~~enforcement related issues and concerns on the part of ranger staff and discuss potential~~
12 ~~solutions, processes and strategies in a collaborative manner with management. The~~
13 ~~committee will be known as the “Law Enforcement Sub-committee” and will operate under~~
14 ~~the following terms and conditions.~~

- 15 ~~1. — The committee will exist for the duration of the 2023-2025 Agreement.~~
- 16 ~~2. — The committee will consist of up to four (4) employees appointed by the Union and~~
17 ~~up to four (4) employees appointed by the Employer.~~
- 18 ~~3. — The committee facilitator will be the Washington State Parks Chief of Visitor~~
19 ~~Protection and Law Enforcement.~~
- 20 ~~4. — The committee will meet twice a year, once in the spring and once in the fall.~~
- 21 ~~5. — Participation of the Union designated representatives will be in accordance with~~
22 ~~Article 37.3 of this Agreement.~~

23

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1 ~~6. The desired outcome of this committee is improved communication and~~
2 ~~transparency in agency decision making and priorities related to law enforcement~~
3 ~~issues.~~

4 ~~Dated August 4, 2022~~

For the Employer:

For the Union:

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Chief Negotiator
WFSE/AFSCME Council 28

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/ 8/29/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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~~G. — MEMORANDUM OF UNDERSTANDING
AMONG
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AND
THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT
LABOR RELATIONS SECTION
AND
THE WASHINGTON STATE PATROL~~

~~The parties to this Memorandum of Understanding (MOU): the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Washington State Patrol (WSP), agree on the following:~~

- ~~1) — At any time between when an employee receives notice that the employee is the subject of an administrative investigation due to allegations of misconduct and when discipline is imposed, the employee may approach the employee's appointing authority and/or the division commander of the Office of Professional Standards (OPS) within the WSP to request a disciplinary settlement agreement. Employees are entitled to representation at any time during this process.~~
- ~~2) — The parties agree that any such disciplinary settlement agreement:
 - ~~a. — Shall be subject to the mutual agreement of the employee and the WSP;~~
 - ~~b. — Is premised on the employee's acknowledgement of misconduct;~~
 - ~~c. — Shall include a stipulation that just cause for the discipline exists;~~
 - ~~d. — Does not constitute or establish a precedent or "past practice";~~
 - ~~e. — May provide for days of suspension to be held in abeyance subject to subsequent proven findings;~~
 - ~~f. — May be executed by the employee and the WSP provided that the WSP emailed a copy of the Internal Incident Report (IRR) and the contemplated~~~~

1 ~~disciplinary settlement agreement to the WFSE Statewide Labor Advocate~~
2 ~~with a copy to the WFSE assigned Council Representative at least three (3)~~
3 ~~working days prior to the execution of the disciplinary settlement~~
4 ~~agreement. This three (3) working days' notice will be counted excluding~~
5 ~~the day the notice is sent and include the last day of timeliness. This three~~
6 ~~(3) day notice only applies when the employee has not elected~~
7 ~~representation in the administrative investigation process;~~

8 ~~g. Signatories to the disciplinary settlement agreement shall note the date and~~
9 ~~time of signing;~~

10 ~~h. May include other terms appropriate for the circumstances;~~

11 ~~i. Shall conclusively settle all issues related to the discipline and~~
12 ~~administrative investigation. No grievance, labor action, civil claim, legal~~
13 ~~action or other appeal may be filed by the employee regarding the discipline~~
14 ~~and administrative investigation;~~

15 ~~j. Shall conclusively settle all issues related to the discipline and~~
16 ~~administrative investigation. No grievance, labor action, civil claim, legal~~
17 ~~action or other appeal may be filed by the WFSE regarding the discipline~~
18 ~~and administrative investigation unless the WSP fails to provide the WFSE~~
19 ~~with the notice specified in Subsection (1)(f).~~

20 ~~3) The parties agree that any notice requirements to the WFSE (including notice of~~
21 ~~contemplated discipline) shall be deemed met by the WSP if the WSP has complied~~
22 ~~with the requirements of Subsection (1)(f).~~

23 ~~4) Nothing in this MOU shall be construed to limit the Employer's authority to~~
24 ~~determine the method and develop guidelines for conducting investigations.~~

25 ~~5) The MOU is effective upon the date of signature and continues until June 30, 2025.~~

26 ~~Acknowledged and Agreed _____~~

1 **Dated: August 4, 2022**

For the Employer:

For the Union:

/s/

/s/

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Chief Negotiator
WFSE/AFSCME Council 28~~

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/ 8/22/2024

/s/ 8/21/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

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1

H. MEMORANDUM OF UNDERSTANDING

2

BETWEEN

3

THE STATE OF WASHINGTON

4

AND

5

WASHINGTON FEDERATION OF STATE EMPLOYEES

6

Compensatory Time for DSHS, Child Study & Treatment Center (CSTC) – Summer

7

Camping Activities and Backpacking Trip

8

In addition to the terms and conditions already agreed upon under the parties

9

“Compensatory Time for DSHS 24/7 Facilities” MOU, the employer shall grant

10

compensatory time in lieu of cash payment for overtime to an overtime-eligible employees

11

in the Recreation Specialist classification that participate in the CSTC Summer Camping

12

Trips and one-day backpacking trip. Recreation Specialists will follow the rules of

13

compensatory time use per Article 7.5C.

14

This MOU is effective on July 1, ~~2023~~ 2025 and will expire on June 29, ~~2025~~ 2027.

15

Dated: ~~August 4, 2022~~

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

~~Chris Fox~~ Amy Spiegel, Chief Negotiator
WFSE/AFSCME Council 28

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/ 9/17/2024

/s/ 9/17/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

16

1 ~~I. THE STATE OF WASHINGTON~~
2 ~~AND~~
3 ~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
4 ~~AFSCME COUNCIL 28~~

5 ~~Washington State Department of Veterans Affairs Temporary Voluntary~~
6 ~~Recruitment and Retention Incentives~~

7 ~~The parties agree significant recruitment and retention issues with the Nursing Assistant~~
8 ~~(NA) and Nursing Assistant Lead (NA Lead) classifications at the Washington State~~
9 ~~Department of Veterans Affairs continue. The recruitment and retention issues are is~~
10 ~~impacting the agency's capacity to provide adequate resident care to our vulnerable~~
11 ~~veterans we are here to serve, as well as business operations, and are contributing to a~~
12 ~~significant loss in federal revenue as we are not admitting residents in our facilities because~~
13 ~~of staffing issues. Additionally, measures need to be taken immediately to recruit and retain~~
14 ~~valued and critical nursing staff to proactively meet the overall mission of, "serving those~~
15 ~~who served."~~

16 ~~The terms of the MOU may be subject to change if a renewal is agreed upon by all parties,~~
17 ~~prior to the expiration date. This MOU is directly tied to the receipt of federal matching~~
18 ~~funds through the Veterans Home Nursing Recruitment and Retention Grant Program and~~
19 ~~may be subject to change depending on financial feasibility, to include receipt and timing~~
20 ~~of such said funds. Further, the voluntary incentives will be taxed like all other taxable~~
21 ~~income.~~

22 ~~To that end, the parties agree to:~~

23 ~~1) **Voluntary Recruitment Incentive:** WDVA will provide a recruitment incentive~~
24 ~~payment(s) to new NA or NA Leads at all WDVA Skilled Nursing Facilities.~~
25 ~~Employees will need to apply for the voluntary incentive with their local~~
26 ~~Human Resources office.~~

27 ~~a) An incentive payment of two thousand dollars (\$2,000.00) will be paid to~~
28 ~~employees who are hired into a permanent, full time NA or NA Lead~~
29 ~~position, effective on their official date of hire, no earlier than the date of~~

1 ~~signing this MOU. The incentive will be required to be paid back if the~~
2 ~~employee is separated prior to the completion of their probationary~~
3 ~~appointment.~~

4 ~~b) An incentive payment of two thousand dollars (\$2,000.00) will be paid to~~
5 ~~employees hired on or after October 1, 2022, and who are currently in a~~
6 ~~probationary period for a permanent, full-time NA or NA Lead position on~~
7 ~~the effective date of the MOU. The incentive will be required to be paid~~
8 ~~back if the employee is separated prior to the completion of their~~
9 ~~probationary appointment.~~

10 ~~e) An incentive payment of two thousand five hundred dollars (\$2,500.00) will~~
11 ~~be given to a permanent, full-time NA or NA Lead effective after successful~~
12 ~~completion of their probationary period, paid in one lump sum of two~~
13 ~~thousand five hundred dollars (\$2,500.00). No payback will be required as~~
14 ~~the lump sum payment is in recognition of the work performed during the~~
15 ~~probationary period.~~

16 ~~2) **Voluntary Retention Incentive:** WDVA will provide a retention incentive~~
17 ~~payment for existing permanent, full-time NA or NA Lead staff at all WDVA~~
18 ~~Skilled Nursing Facilities.~~

19 ~~a) A retention incentive payment of three thousand dollars (\$3,000.00) will be~~
20 ~~paid to permanent, full-time NAs or NA Leads at all WDVA Skilled~~
21 ~~Nursing Facilities who have been a permanent full-time NA or NA Lead~~
22 ~~for one (1) calendar year, and those who have at least one calendar year~~
23 ~~employment as an NA or NA Lead between July 1, 2023, and September~~
24 ~~30, 2023, and who are meeting performance and work-related standards as~~
25 ~~described in the performance plan process.~~

26 ~~b) The incentive will be paid in a lump sum equal of three thousand dollars~~
27 ~~(\$3,000.00) for the qualifying period worked. No payback will be required~~

1 as the lump sum payment is in recognition of work performed over the
2 qualifying period.

3 ~~3) — WDVA recognizes that it needs to increase its recruitment efforts for NAs, NA-~~
4 ~~Leads, and LPNs beyond the local area, particularly in more remote or rural areas.~~
5 ~~This includes more statewide, regional, and potentially national or international~~
6 ~~recruitment campaigns. To incentivize NAs, NA Leads and LPNs to move or~~
7 ~~commute to the local area where our Homes are located, the WDVA would like to~~
8 ~~offer a sign-on incentive for both qualifying permanent, full-time NAs and LPNs~~
9 ~~who live outside the local area as follows:~~

NAC or Nurse Residence from Home in Which Hired	Maximum Incentive
51-299 miles	\$2,000.00
300 miles and over	\$8,000.00

13 The

14 ~~incentive will be paid back if the employee terminates employment within twelve~~
15 ~~(12) months of receiving the incentive payment for relocation or transportation, in~~
16 ~~accordance with RCW 43.03.120. Employees applying for the relocation incentive~~
17 ~~must provide proof of permanent residence to establish relocation distance.~~

18 ~~4) — Participation in any incentive program is voluntary and any employee who elects~~
19 ~~participate will be required to sign an agreement with all relevant terms prior to~~
20 ~~receiving any incentive payment(s).~~

21 ~~5) — In the event state matching funds are budgeted for Fiscal Year 2024, the parties~~
22 ~~agree to reconvene to discuss an extension of these incentives.~~

23 ~~This MOU will expire on September 30, 2023.~~

24

1 **~~Dated: September 15, 2023.~~**

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Melanie Schwent, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Mark Hamilton, Labor Advocate
WFSE/AFSCME Council 28~~

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/~~ ~~7/1/2024~~

~~/s/~~ ~~7/1/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

2

1 Concept incorporated into Appendices A and C.

2 ~~J. — MEMORANDUM OF UNDERSTANDING~~
3 ~~BETWEEN~~
4 ~~THE STATE OF WASHINGTON~~
5 ~~AND~~
6 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

7 ~~WASHINGTON STATE DEPARTMENT OF ARCHEOLOGY AND HISTORIC PRESERVATION —~~
8 ~~UPDATES TO THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT~~

9
10 ~~To recognize certification of a new bargaining unit pursuant to the Public Employment~~
11 ~~Relations Commission Decision 13721 PSRA the parties agree to the following additions~~
12 ~~to the 2023-2025 Washington Federation of State Employees Collective Bargaining~~
13 ~~Agreement:~~

14 ~~APPENDIX A~~
15 ~~BARGAINING UNITS REPRESENTED BY THE~~
16 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
17

18 ~~Agency~~ _____ ~~PERC Description~~ _____ ~~Order #~~

19 ~~Archeology and~~ _____ ~~Non-supervisory Classified~~ _____ ~~Agency wide~~ _____ ~~13721~~

20 ~~Historic Preservation~~

21 ~~APPENDIX C~~
22 ~~LAYOFF UNITS~~

23 ~~38. — Department of Archeology and Historic Preservation~~

24 ~~— Cartographer 1 —~~

25 ~~Commerce Specialist 3~~

26 ~~Commerce Specialist 4~~

27 ~~Fiscal Analyst 2~~

- 1 ~~Forms and Records Analyst 2~~
- 2 ~~Forms and Records Analyst Supervisor~~
- 3 ~~Program Assistant~~
- 4 ~~Dated November 20, 2023.~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Melanie Schwent, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Becky Stephens, Labor Advocate
WFSE~~

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/~~ ~~5/30/2024~~

~~/s/~~ ~~5/30/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

5

1 ~~SW-K. MEMORANDUM OF UNDERSTANDING~~

2 ~~BETWEEN~~

3 ~~THE STATE OF WASHINGTON~~

4 ~~AND~~

5 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

6 ~~Addition of Olympic Heritage Behavioral Health Facility to Article 6, Section 6.17~~

7 ~~DSHS is opening a new facility—Olympic Heritage Behavioral Health. To provide~~
8 ~~consistency within existing provisions that apply to DSHS BHA facilities contained in this~~
9 ~~collective bargaining agreement the parties agree to modify Article 6, Section 6.17 as~~
10 ~~follows:~~

11 ~~6.17—Shift Exchange—Department of Social and Health Services (DSHS) and~~
12 ~~Department of Children, Youth and Families (DCYF)~~

13 ~~Overtime eligible shift employees employed by DSHS at Eastern State Hospital,~~
14 ~~Western State Hospital, Olympic Heritage Behavioral Health Facility, Child Study~~
15 ~~and Treatment Center, Special Commitment Center, Lakeland Village, Rainier~~
16 ~~School, Yakima Valley School, Fircrest School, and employees employed by~~
17 ~~DCYF at Greenhill School, Echo Glen Children’s Center and Naselle Youth Camp~~
18 ~~who have the same job classification will be allowed to exchange full shifts for~~
19 ~~positions in which they are qualified in accordance with the following:~~

20 ~~A.——Requests for shift exchanges will be submitted seven (7) calendar days in~~
21 ~~advance of the exchange, when practical.~~

22 ~~B.——The requested shift exchange is voluntary, and is agreed to in writing by~~
23 ~~both employees, and approved in writing by the supervisor(s) for exchanges~~
24 ~~of no more than one (1) workweek. Requests for consecutive shift~~
25 ~~exchanges in excess of one (1) workweek will be submitted to the~~
26 ~~appropriate appointing authority or designee for approval. If such request is~~
27 ~~denied, the employee will be provided the reason(s) in writing for the denial.~~

28 ~~C.——Requested shift exchanges will be considered on a case-by-case basis.~~

- 1 ~~D. — Shift exchanges must occur within the same pay period. Shift exchanges~~
2 ~~will not result in the payment of overtime. Each employee will be~~
3 ~~considered to have worked their regular schedule.~~
- 4 ~~E. — For shift exchanges that occur on an employee’s designated holiday, the~~
5 ~~employee who is regularly scheduled to work on that holiday will receive~~
6 ~~the holiday compensation, regardless of who physically worked on that day.~~
- 7 ~~F. — An employee will not receive shift premium pay under Article 42.19, Shift~~
8 ~~Premium, solely as a result of a shift exchange. Each employee will be~~
9 ~~considered to have worked their regular scheduled work shift for purposes~~
10 ~~of shift premium pay.~~
- 11 ~~G. — The failure of an employee, who has exchanged shifts, to work the agreed~~
12 ~~upon shift without appropriate cause may be a basis for disciplinary action~~
13 ~~or suspension of the ability to exchange shifts in the future.~~
- 14 ~~H. — Mental Health Technicians and Psychiatric Security Attendants may~~
15 ~~exchange shifts as long as the employees qualify to work in positions for~~
16 ~~which the employees are requesting shift exchange. Licensed Practical~~
17 ~~Nurses and Psychiatric Security Nurses may exchange shifts as long as the~~
18 ~~employees qualify to work in positions for which the employees are~~
19 ~~requesting shift exchange.~~
- 20 ~~I. — Denials of shift exchanges are not subject to the grievance procedure under~~
21 ~~Article 29, Grievance Procedure, of the parties’ collective bargaining~~
22 ~~agreement.~~
- 23 ~~J. — Employees working in different classifications as provided in Subsection H.~~
24 ~~above will be considered to have worked their regular scheduled work shift~~
25 ~~for purposes of pay in Article 42.1, “GS” Pay Range Assignments.~~

1 ~~K. The shift exchange system will not be used to circumvent the bid system by~~
2 ~~significantly altering an employee's workweek or supervisory chain of~~
3 ~~command.~~

4
5 ~~This MOU is effective September 1, 2023 through June 30, 2025.~~

6 ~~Dated: August 30, 2023~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director
WFSE/AFSCME Council 28~~

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/~~ 7/26/2024

~~/s/~~ 7/25/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

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~~L. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~DSHS is opening a new facility—Olympic Heritage Behavioral Health. To provide
consistency within existing provisions that apply to DSHS BHA facilities contained in this
collective bargaining agreement the parties agree to modify Article 21, Section 21.5 as
follows:~~

~~21.5—Safety Footwear~~

~~The Employer will determine the employees that are required to wear safety
footwear as essential Personal Protective Equipment (PPE).~~

~~A.—Those employees in the following agencies will receive a biennial
allowance of (two hundred twenty five dollars \$225.00) to be used for the
purchase or repair of safety footwear in accordance with agency policy
ANSI/OSHA standards and shall include, but not be limited to laces, toe-
guards, insoles, and waterproofing.~~

- ~~• Ecology~~
- ~~• Department of Agriculture~~
- ~~• Department of Children, Youth, and Families (Maintenance
Operations Division)~~
- ~~• Department of Enterprise Services~~
- ~~• Department of Fish and Wildlife~~
- ~~• Department of Social and Health Services—Maintenance Operations
Division~~
- ~~• Department of Social and Health Services—Eastern State Hospital~~
- ~~• Department of Social and Health Services—Western State Hospital~~

- 1 • ~~Department of Social and Health Services – Olympic Heritage~~
- 2 ~~Behavioral Health Facility~~
- 3 • ~~Labor and Industries~~
- 4 • ~~Secretary of State~~
- 5 • ~~Utilities and Transportation Commission~~
- 6 • ~~Department of Veteran Affairs (classes listed in Appendix W)~~
- 7 B. ~~Those employees in the following agencies will receive a biennial~~
- 8 ~~allowance of \$225.00 per pair to be used for the purchase or repair of safety~~
- 9 ~~footwear in accordance with ANSI/OSHA standards and shall include, but~~
- 10 ~~not be limited to laces, toe guards, insoles, and waterproofing.~~
- 11 • ~~Department of Transportation~~

12 ~~Agencies with policies or practices that allow a higher allowance are grandfathered for~~
13 ~~those allowance levels. The process for purchasing safety footwear will follow agency~~
14 ~~policy or practice. The appointing authority or designee may authorize additional safety~~
15 ~~footwear allowance should boots be damaged or worn out before the next allowance is~~
16 ~~authorized.~~

17 ~~**This MOU is effective September 1, 2023 through June 29, 2025**~~

18 ~~**Dated: August 30, 2023**~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Kurt Spiegel, Executive Director
WFSE/AFSCME Council 28~~

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/~~ 8/29/2024

~~/s/~~ 8/28/2024

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

1 **M. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **DEPARTMENT OF SOCIAL AND HEALTH SERVICES**
6 **AND**
7 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

8 **Hospital Staffing Committee**

9 As a result of the parties meeting to discuss the changes to the Second Engrossed Substitute
10 Senate (2ESSB) Bill 5236 and its affect upon the Hospital Staffing Committee at facilities
11 within the Department of Social and Health Services (DSHS), Behavioral Health
12 Administration (BHA): Eastern State Hospital (ESH), Child Study and Treatment Center
13 (CSTC) and Western State Hospital (WSH), including union represented participants on
14 the committee to include members of the Washington Federation of State Employees
15 (WFSE) such as Licensed Practical Nurses and unlicensed assistive nursing personnel that
16 are non-supervisory or nonmanagerial. The Employer and Union strongly support the
17 proposition that adequate staffing and an appropriately trained staff are necessary to meet
18 the needs of our patients and provide quality care. Both the Employer and Union will work
19 to ensure that state hospitals as defined in [RCW 72.23.010](#) and [020](#) are staffed according
20 to best practices in providing a safe and healthy environment for patients and staff.

21 The Employer and Union agree to establish a process to promote evidence-based staffing
22 at each DSHS/BHA State hospital in compliance with [RCW 70.41.420](#) and will continue
23 to meet the requirements of [RCW 70.41.420](#).

24 Accordingly, the parties have agreed to the following:

25 1. **Establishment of Hospital Staffing Committees at all State Hospitals**

- 26 • One (1) at ESH
27 • One (1) at CSTC
28 • One (1) at WSH (Civil and Gage)

29 2. **Composition of the Hospital Staffing Committees**

- 1 A. Fifty percent (50%) of the total members of each Hospital Staffing
2 committee shall be selected and represented by the unions and fifty percent
3 (50%) of the total members shall be selected by the hospital administration.
4 The Unions will appoint their member(s) for the committees. Each
5 committee shall be co-chaired by one (1) Management Representative, one
6 (1) Union local member.
- 7 B. Committee seat allotment for each facility shall be as follows:
- 8 ESH-12 total seats with 6 identified as management seats and 6 identified
9 as union seats.
- 10 CSTC- 8 total seats with 4 identified as management seats and 4 identified
11 as union seats.
- 12 WSH- 16 total seats with 8 identified as management seats and 8 identified
13 as union seats.
- 14 C. Participation in the Hospital Staffing Committees by employees shall be
15 scheduled work times and compensated at the appropriate rate of pay.
16 Hospital Staffing Committee members shall be granted one-half (1/2) hour
17 pre-meet time just prior to the Hospital Staffing Committee meeting.
18 Hospital Staffing Committee members shall be relieved of all other work
19 duties during the pre-meeting and committee meetings. If an individual is
20 off duty (aka: not scheduled to clock in until later that day) when the
21 committee meets, then their schedule will be modified to accommodate
22 their attendance at the committee meetings.
- 23 D. Committee Representation: The union will provide the names of the
24 committee members for each location identified above within ten (10) days
25 of signing this MOU.

26

1 3. **Additional State Hospitals**

2 Within sixty (60) days after the announcement of the opening of a new DSHS/BHA
3 hospital as defined under [RCW 72.23.010](#) and [020](#), the parties agree to meet and
4 bargain over the committee position allotment of a Hospital Staffing Committee at the
5 new state hospital. If any current DSHS/BHA facility changes status to meet
6 [RCW72.23.010](#) and [020](#) definition of a state hospital, the parties agree to meet and
7 bargain over the committee position allotment of the Hospital Staffing Committee at
8 the new hospital.

9 4. **Collective Bargaining Agreement Modifications**

10 The provisions of this MOU take effect upon full execution by the Parties.

11 **This MOU will expire on June 30, 202~~7~~5.**

12 ~~**Dated: January 2, 2024**~~

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/ 6/21/2024

/s/ 6/19/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

13

1 ~~N. — MEMORANDUM OF UNDERSTANDING~~
2 ~~BETWEEN~~
3 ~~THE STATE OF WASHINGTON~~
4 ~~AND~~
5 ~~DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~
6 ~~AND~~
7 ~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
8
9 ~~EXTRA DUTY PAY FOR PSYCHOLOGY ASSOCIATES~~

10 ~~The parties enter into this agreement to modify the current collective bargaining~~
11 ~~agreement to allow DSHS BHA the option to authorize extra duty pay for Psychology~~
12 ~~Associates with master's graduate level education to complete work assignments to~~
13 ~~facilitate patient discharge into appropriately identified placement options. These~~
14 ~~work assignments may extend beyond standard work assignments which requires~~
15 ~~WFSE CBA Article 6, Section 6.9(C)(1) to be modified to include Psychology~~
16 ~~Associates to the list of job classes eligible for extra duty pay as follows:~~

17 ~~C. — The salary paid to overtime exempt employees is full compensation for all~~
18 ~~hours worked, except:~~

- 19 ~~1. — Psychologists, Psychology Associates, Forensic Evaluators and~~
20 ~~Psychiatric Social Workers working at the Department of Social and~~
21 ~~Health Services (DSHS) are expected to work as many hours as~~
22 ~~necessary to accomplish their assignment or fulfill their core~~
23 ~~responsibilities. However, because DSHS has a unique situation that~~
24 ~~requires Psychologists, Psychology Associates, Forensic Evaluators and~~
25 ~~Psychiatric Social Workers to work hours over and above those~~
26 ~~necessary to accomplish their assignment and fulfill their core~~
27 ~~responsibilities, Psychologists, Psychology Associates, Forensic~~
28 ~~Evaluators and Psychiatric Social Workers will receive additional~~
29 ~~straight time pay at their regular rate of pay for working these “extra~~
30 ~~duty” hours. “Extra Duty” is defined as work hours assigned by~~
31 ~~management that are hours over and above those necessary to~~

1 ~~accomplish the Psychologists', Psychology Associates', Forensic~~
2 ~~Evaluators' and Psychiatric Social Workers' regular assignment and~~
3 ~~fulfill their core responsibility. "Extra duty" hours typically include~~
4 ~~covering hours/shifts not regularly assigned to any other Psychologist,~~
5 ~~Psychology Associate, Forensic Evaluator or Psychiatric Social Worker.~~
6 ~~When seeking to fill the extra duty hours, the Employer retains the right~~
7 ~~to assign any Psychologist, Psychology Associate, Forensic Evaluator~~
8 ~~or Psychiatric Social Worker who has the appropriate skills and abilities~~
9 ~~required for the extra duty. Management will ask for volunteers for the~~
10 ~~extra duty, but retains the right to select any Psychologist, Psychology~~
11 ~~Associate, Forensic Evaluator or Psychiatric Social Worker for the extra~~
12 ~~duty regardless of whether there are volunteers or not and retains the~~
13 ~~right to restrict the number of extra duty assignments that any one~~
14 ~~employee works.~~

15 ~~This MOU will expire on June 30, 2025.~~

16 Dated: February 12, 2024

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Teresa Parsons, Labor Advocate
WFSE/AFSCME Council 28

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/ 7/1/2024

/s/ 7/1/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

1 **~~O. — MEMORANDUM OF UNDERSTANDING~~**

2 **~~BETWEEN~~**

3 **~~THE STATE OF WASHINGTON~~**

4 **~~AND~~**

5 **~~WASHINGTON STATE DEPARTMENT OF VETERANS AFFAIRS~~**

6 **~~TEMPORARY VOLUNTARY RECRUITMENT AND RETENTION INCENTIVES~~**

7 ~~The parties agree there remains a significant recruitment and retention issue with the~~
8 ~~Nursing Assistant (NA), Nursing Assistant Lead (NA Lead), Licensed Practical Nurse 2~~
9 ~~(LPN2), and Licensed Practical Nurse 4 (LPN4) classifications at the Washington State~~
10 ~~Department of Veterans Affairs (WDVA), despite expanded outreach efforts. The~~
11 ~~recruitment and retention issue continues to impact the agency's capacity to provide~~
12 ~~adequate resident care to our vulnerable veterans we are here to serve, as well as business~~
13 ~~operations, and it is contributing to a significant loss in federal revenue as we are not~~
14 ~~admitting residents in our facilities because of staffing issues. Additionally, measures need~~
15 ~~to be taken immediately to recruit and retain valued and critical nursing staff to proactively~~
16 ~~meet the overall mission of, "serving those who served."~~

17 ~~To that end, the parties agree to:~~

18 ~~1) — **Voluntary Recruitment Incentive:** WDVA will provide a recruitment incentive~~
19 ~~payment of five thousand dollars (\$5,000) maximum to new NAs, NA Leads,~~
20 ~~LPN2s, and LPN4s at all WDVA Skilled Nursing Facilities. Employees will need~~
21 ~~to apply for the voluntary recruitment incentive with their local Human Resources~~
22 ~~office. The recruitment incentive payment(s) will expire on September 30, 2024,~~
23 ~~and will be paid as follows:~~

24 ~~a) — An initial incentive payment of three thousand dollars (\$3,000) will be~~
25 ~~given to employees who are hired into permanent, full-time NA, NA Lead,~~
26 ~~LPN2, and LPN4 positions, effective on the employee's date of hire. This~~
27 ~~initial three thousand dollar (\$3,000.00) incentive payment will be paid on~~
28 ~~the employee's first paycheck or as soon as practicable based upon agency~~
29 ~~Human Resources and/or payroll processes. This initial three thousand~~

1 ~~dollar (\$3,000) incentive payment will be required to be paid back in full if~~
2 ~~the individual resigns or is separated from employment prior to the~~
3 ~~successful completion of their probationary period (generally six months).~~
4 ~~If the employee successfully completes their probationary period, this initial~~
5 ~~three thousand (\$3,000) incentive is considered payment in recognition of~~
6 ~~work performed during the probationary period, and no payback is required.~~

7 ~~b) — An incentive payment of two thousand dollars (\$2,000.00) will be given to~~
8 ~~permanent, full-time NAs, NA Leads, LPN2s, and LPN4s effective after~~
9 ~~successful completion of their probationary period as follows:~~

10 ~~c) — For those NAs, NA Leads, LPN2s, and LPN4s who complete their~~
11 ~~probationary period on or before May 31, 2024, the two thousand dollar~~
12 ~~(\$2,000) incentive payment will be provided to them on their second June~~
13 ~~payroll (generally on the 25th of the month, or the nearest business day to~~
14 ~~the 25th day of the month should the 25th fall on a Saturday, Sunday, or~~
15 ~~holiday).~~

16 ~~d) — For those NAs, NA Leads, LPN2s, and LPN4s who complete their~~
17 ~~probationary period after May 31, 2024, the two thousand dollar (\$2,000)~~
18 ~~incentive payment will be provided on the first payroll period of September~~
19 ~~2024 (generally on the 10th day of the month, or the nearest business day to~~
20 ~~the 10th day of the month should the 10th fall on a Saturday, Sunday, or~~
21 ~~holiday).~~

22 ~~2) — **Voluntary Retention Incentive:** WDVA will provide a retention incentive~~
23 ~~payment for existing permanent, full-time NAs, NA Leads, LPN2s, and LPN4s at~~
24 ~~all WDVA Skilled Nursing Facilities. This retention incentive payment will expire~~
25 ~~on September 30, 2024, and will be paid as follows:~~

26 ~~a) — A retention incentive payment of three thousand dollars (\$3,000.00) will be~~
27 ~~paid to permanent, full-time NAs, NA Leads, LPN2s, and LPN4s at all~~
28 ~~WDVA Skilled Nursing Facilities who have been a permanent full-time~~

1 ~~NA, NA Lead, LPN2, or LPN4 for one (1) calendar year, and those who~~
2 ~~have at least one calendar year employment as an NA, NA Lead, LPN2, or~~
3 ~~LPN4 between October 1, 2023, and September 30, 2024, and who are~~
4 ~~meeting performance and work-related standards as described in the~~
5 ~~performance plan process.~~

6 ~~b) The retention incentive payment will be paid in two installments of one~~
7 ~~thousand five hundred dollars (\$1,500) each for the first two calendar~~
8 ~~quarters in which the NA, NA Lead, LPN2, or LPN4 meets the~~
9 ~~qualification. No payback will be required as each installment is in~~
10 ~~recognition of the quarter worked by the NA, NA Lead, LPN2, and LPN4.~~

11 ~~3) **Relocation Incentive:** WDVA recognizes that it needs to increase its recruitment~~
12 ~~efforts for LPN2s and LPN4s beyond the local area, particularly in more remote or~~
13 ~~rural areas. This includes more statewide, regional, and potentially national or~~
14 ~~international recruitment campaigns. To incentivize LPN2s and LPN4s to move or~~
15 ~~commute to the local area where our Homes are located, the WDVA would like to~~
16 ~~offer a sign-on incentive for qualifying permanent, full-time LPN2s and LPN4s~~
17 ~~who live outside the local area as follows:~~

Nurse Permanent Residence from Home in Which Hired	Maximum Incentive
200 miles and over	\$8,000

18
19 ~~a) The relocation incentive will be paid back if the employee terminates~~
20 ~~employment within twelve (12) months of receiving the relocation incentive~~
21 ~~payment in accordance with RCW 43.03.120.~~

22 ~~b) Employees applying for the relocation incentive must provide proof of~~
23 ~~permanent residence to establish relocation distance.~~

24 ~~4) Participation in any incentive program is voluntary and any employee who elects~~
25 ~~to participate will be required to sign an agreement with all relevant terms prior to~~
26 ~~receiving the applicable payment(s).~~

1 ~~5) If WDVA is approved for an additional year of the Veterans Home Nursing~~
2 ~~Recruitment & Retention Grant Program, both parties agree to begin negotiations~~
3 ~~for a potential extension to this MOU no later than Tuesday, September 3, 2024.~~

4 ~~This MOU is directly tied to the receipt of federal grant funds through the Veterans Home~~
5 ~~Nursing Recruitment and Retention Grant Program, which covers a portion of the costs of~~
6 ~~the incentives. Federal funds may be subject to change depending on financial feasibility~~
7 ~~and/or the federal VA exercising its authority to stop the incentive program at their~~
8 ~~discretion. Further, should WDVA not receive state matching funds within the 2024~~
9 ~~supplemental budget to cover the remaining costs of this program, this MOU will be null~~
10 ~~and void.~~

11 ~~The voluntary incentives will be taxed like all other taxable income and are subject to DRS~~
12 ~~deductions.~~

13 ~~**This MOU will expire on September 30, 2024.**~~

14 ~~**Dated: February 8, 2024.**~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Melanie Schwent, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Mark Hamilton, Director of Advocacy
WFSE/AFSCME Council 28~~

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/ 7/1/2024~~

~~/s/ 7/1/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

1 **P. — MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **WASHINGTON OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION—**

7 **UPDATES TO THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT**

8 ~~To recognize certification of a new bargaining unit pursuant to the Public Employment~~
9 ~~Relations Commission Decision 13772—PSRA the parties agree to the following additions~~
10 ~~to the 2023-2025 Washington Federation of State Employees Collective Bargaining~~
11 ~~Agreement:~~

12 **APPENDIX A**

13 **BARGAINING UNITS REPRESENTED BY THE**

14 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

15 **Agency PERC Description Order #**

16 **Office of Superintendent Non-supervisory Classified 13772**

17 **of Public Instruction Network Operations and Technology**

18 **Support Center**

19 **APPENDIX C**

20 **LAYOFF UNITS**

21 **~~38. — Office of Superintendent of Public Instruction~~**

22 **~~Network Operations and Technology Support Center~~**

23 **ARTICLE 37**

1 ~~UNION-MANAGEMENT COMMUNICATION COMMITTEES~~

2 ~~Article 37.2(B)(6)~~

3 ~~Agency-wide committees for Office of Superintendent of Public Instruction (OSPI) will~~
4 ~~consist of up to three (3) Employer representatives and up to three (3) employee~~
5 ~~representatives. Additional paid staff of the Union and the Employer may also attend. The~~
6 ~~Employer and Union will be responsible for the selection of their own representatives. If~~
7 ~~agreed to by the parties, additional representatives may be added.~~

8 ~~Committee meetings will be conducted up to three (3) times per year, unless agreed~~
9 ~~otherwise.~~

10 ~~Dated: April 11, 2024.~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta Sheehan, Senior Labor
Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Mark Hamilton
Director of Advocacy,
WA Federation of State Employees~~

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

~~/s/~~ ~~7/26/2024~~

~~/s/~~ ~~7/25/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

11

1 ~~Q.—MEMORANDUM OF UNDERSTANDING BETWEEN~~
2 ~~THE STATE OF WASHINGTON~~
3 ~~AND~~
4 ~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES, AFSCME~~
5 ~~COUNCIL 28~~

6 ~~Addition of DSHS DDA Lake Burien Transitional Care Facility~~

7 ~~The Department of Social and Health Services (DSHS), Developmental Disabilities~~
8 ~~Administration (DDA) is opening a new transitional care facility at 1033 SW 152nd St.~~
9 ~~Burien, WA 98166. As a result of bargaining over the addition of this facility, the parties~~
10 ~~enter into the recognitions and agreements outlined below.~~

11 ~~The parties recognize:~~

- 12 ~~1. The target opening date for this facility is July 1, 2024.~~
- 13 ~~2. The facility is located in King County and employees of the facility will receive~~
14 ~~King County premium pay in accordance with Article 42.21 of the parties'~~
15 ~~Collective Bargaining Agreement (CBA).~~
- 16 ~~3. The provisions of Article 4.3 will be used during the initial hiring process for this~~
17 ~~facility.~~
- 18 ~~4. This facility is considered a 24/7 operation/ DSHS institution for the purpose of the~~
19 ~~parties' CBA.~~
- 20 ~~5. The facility is covered under the existing supervisory and non-supervisory~~
21 ~~institutions' bargaining units (13651-A & 13630).~~
- 22 ~~6. Employees of the facility are eligible for assault benefits in accordance with Article~~
23 ~~19.2 of the parties' CBA and RCW 72.01.045.~~

24 ~~The parties agree:~~

- 25 ~~7. Article 6.17 of the parties' 2023-2025 CBA is amended as follows:~~

1 ~~6.17 Shift Exchange—Department of Social and Health Services (DSHS) and~~

2 ~~Department of Children, Youth and Families (DCYF)~~

3 ~~Overtime-eligible shift employees employed by DSHS at Eastern State Hospital,~~
4 ~~Western State Hospital, Olympic Heritage Behavioral Health Facility, Lake Burien~~
5 ~~Transitional Care Facility, Child Study and Treatment Center, Special Commitment~~
6 ~~Center, Lakeland Village, Rainier School, Yakima Valley School, Fircrest School,~~
7 ~~and employees employed by DCYF at Greenhill School and Echo Glen Children’s~~
8 ~~Center who have the same job classification will be allowed to exchange full shifts~~
9 ~~for positions in which they are qualified in accordance with the following.~~

10 ~~8. Article 21.5.A of the parties’ 2023-2025 CBA is amended as follows:~~

11 ~~A. Those employees in the following agencies will receive a biennial allowance of~~
12 ~~two hundred twenty-five dollars (\$225.00) per pair to be used for the purchase~~
13 ~~or repair of safety footwear in accordance with agency policy ANSI/OSHA~~
14 ~~standards and shall include, but not be limited to laces, toe guards, insoles, and~~
15 ~~waterproofing.~~

16 ~~• Ecology~~

17 ~~• Department of Agriculture~~

18 ~~• Department of Children, Youth, and Families (Maintenance~~
19 ~~Operations~~

20 ~~• Division)~~

21 ~~• Department of Enterprise Services~~

22 ~~• Department of Fish and Wildlife~~

23 ~~• Department of Social and Health Services—Maintenance Operations~~

24 ~~• Division~~

- 1 ● ~~Department of Social and Health Services—Eastern State Hospital~~
- 2 ● ~~Department of Social and Health Services—Western State Hospital~~
- 3 ● ~~Department of Social and Health Services—Olympic Heritage~~
- 4 Behavioral
- 5 Health Facility
- 6 ● ~~Department of Social and Health Services—Lake Burien Transitional~~
- 7 Care Facility
- 8 ● ~~Energy Facility Site Evaluation Council~~
- 9 ● ~~Labor and Industries~~
- 10 ● ~~Secretary of State~~
- 11 ● ~~Utilities and Transportation Commission~~
- 12 ● ~~Department of Veteran Affairs (classes listed in Appendix W)~~

13 9. ~~As it applies to DSHS/DDA, Attachment A to Statewide MOU H, 24/7 Premium~~
14 Pay, of the parties' 2023-2025 CBA is amended as follows:

DSHS-DDA	Lakeland Village RHC
	Rainier School RHC
	Fircrest School RHC
	Yakima School RHC
	State Operated Community Residential

	Lake Burien Transitional Care Facility
--	---

1

2

~~10. Agency MOU D regarding Compensatory Time for DSHS 24/7 Facilities of the parties'~~

3

~~2023-2025 CBA is amended as follows:~~

4

~~**Compensatory Time for the Department of Social and Health Services at 24/7**~~

5

~~**Facilities**~~

6

~~In addition to the provisions of Article 7.5, the parties agree to the following for~~

7

~~overtime-eligible employees working at the Department of Social and Health~~

8

~~Services at Eastern State Hospital, Western State Hospital, Child Study and~~

9

~~Treatment Center, Special Commitment Center, Fircrest School, Lakeland Village,~~

10

~~Rainier School, Yakima Valley School, State Operated Living Alternatives~~

11

~~(SOLA), State Operated Community Residential (SOCR), Competency Restoration~~

12

~~Programs at Fort Steilacoom (FSCRCP) and Maple Lane (MLCRP), Civil~~

13

~~Residential Treatment Facilities (RTF) at the Maple Lane Campus and the~~

14

~~Brockman Campus in Vancouver, the Lake Burien Transitional Care Facility, and~~

15

~~the NGRI Residential Treatment Facility (RTF) at the Maple Lane Campus.~~

16

1 ~~11. Between sixty (60) and ninety (90) days following the Lake Burien Transitional~~
2 ~~Care Facility becoming operational, the parties will meet on a mutually agreed upon~~
3 ~~date and time, to negotiate over any unforeseen impacts the parties identify.~~

4 ~~This MOU is effective upon full execution and will expire on June 30, 2025.~~

5 ~~Dated: May 10, 2024~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

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/~~ ~~9/17/2024~~

~~/s/~~ ~~9/17/2024~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28~~

6

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES, DEPARTMENT OF**
6 **SOCIAL AND HEALTH SERVICES AND DEPARTMENT OF VETERANS AFFAIRS**
7 **AND**
8 **WASHINGTON FEDERATION OF STATE EMPLOYEES**
9 **EMPLOYEE SAFETY WORK GROUP**

10 Due to continued safety challenges specifically related to employee assaults from
11 clients/patients/residents, the Employer and the Union agree to form a joint employee
12 safety work group. Membership will consist of DCYF, DSHS and DVA management from
13 headquarters and the facilities, OFM/LRS as appropriate, and WFSE leadership and
14 representatives selected by WFSE. The purpose of the workgroup is to analyze available
15 data, identify specific challenges at individual facilities related to client/patient/resident
16 assaults, and collaborate on strategies and solutions to address the identified challenges.

17 The parties agree:

- 18 1. Workgroup membership is limited to five (5) Employer representatives and five
19 (5) employee representatives from each agency. Additional paid staff from the
20 Employer and Union may also attend.
21
- 22 2. Release time during normal work hours to prepare for and participate in the
23 workgroup meetings will be considered time worked. . Employee representatives
24 will be allowed reasonable time, as determined by the Employer, to travel to and
25 from meetings conducted during their normal work hours. Time spent traveling
26 during the employee’s non-work hours in order to attend the meetings will not be
27 considered time worked. An employee representative may be authorized by their
28 supervisor to adjust their work schedule, take leave without pay, compensatory
29 time, exchange time or vacation leave to travel to and from the meeting.
30
- 31 3 The parties agree that the workgroup will continue through October 31, 2025,
32 unless extended by the parties through mutual agreement.

1 4. The workgroup will meet at mutually agreed-upon times, every three months
2 for a minimum of two hours. The location and determination of venue (in person,
3 virtual or both) will be determined at the time of scheduling.

4 5. Any recommendations resulting from this workgroup remain subject to the
5 provisions of Article 38, Mandatory Subject, of the parties' Collective Bargaining
6 Agreement.

7 This MOU expires October 31, 2025.

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/ 8/28/2024

/s/ 8/28/2024

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Advocacy
WFSE/AFSCME Council 28

8

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.

ADDENDUM A
DEPARTMENT OF CORRECTIONS

1
2 SECTION 1
3 SUPPLEMENTAL DOC ARTICLE 3
4 **BID SYSTEM**

5 **3.1 Applicability**

6 A. This Article applies only to staff employed at a correctional facility in the
7 Department of Corrections (DOC), ~~or the Department of Veterans Affairs~~
8 ~~(DVA), and~~ who work in positions that may require relief or coverage. ~~This~~
9 ~~Article also applies to employees at an institution in the Department of~~
10 ~~Social and Health Services (DSHS), the Department of Children, Youth,~~
11 ~~and Families (DCYF), the School for the Blind (WSSB), Center for Deaf~~
12 ~~and Hard of Hearing Youth (CDHY), Washington State Lottery (LOT),~~
13 ~~(Section 3.11 only), Department of Agriculture (WSDA), (Section 3.12~~
14 ~~only) and the Washington State Patrol (WSP) (Section 3.13 only). For~~
15 ~~purposes of this Article, the Special Commitment Center (SCC) and the~~
16 ~~Secure Community Transition Facilities (SCTF) within the Department of~~
17 ~~Social and Health Services (DSHS) will be considered one (1) institution.~~

18 B. This Article does not apply to the filling of non-permanent, on-call, or
19 project ~~or, except at the WSSB and the CDHY, career seasonal~~ positions.

20 ~~C. State Operated Living Alternatives (SOLA) with the Department of Social~~
21 ~~and Health Services. The parties recognize and agree that the foremost~~
22 ~~responsibility of the SOLA program is to support individuals based on their~~
23 ~~preference and need. With this principle in mind, the parties agree that~~
24 ~~Article 3, Bid System will apply to the SOLA program with the following~~
25 ~~limitations:~~

26 ~~• Employees may bid between SOLA homes located in the same~~
27 ~~county where their position is permanently assigned.~~

28 ~~• The Appointing Authority or Designee may reassign an employee~~
29 ~~within the first sixty (60) calendar days after the bid process~~
~~placement into a position if a client expresses concerns working with~~

1 ~~that staff member. The concerns and any attempts to resolve the~~
2 ~~concerns will be documented and presented to the Director of State~~
3 ~~Operated Community Residential (SOCR). No reassignment will~~
4 ~~occur without the approval of the Director of SOCR. This type of~~
5 ~~reassignment will not be documented as or characterized as a~~
6 ~~disciplinary action. If an employee is reassigned, as described in this~~
7 ~~Subsection, the employee will not be prohibited from bidding to~~
8 ~~other locations.~~

9 ~~• Reassignment from a bid position under Article 3.10, occurring~~
10 ~~within the first sixty (60) calendar days as described above, is not~~
11 ~~subject to the grievance procedure in Article 29 when the~~
12 ~~reassignment is based on client need or choice.~~

13 3.2 Definitions

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

15 A. Bid Positions

16 Positions filled as a result of a bid.

17 B. Bid System

18 A process allowing employees with permanent status to submit bids to other
19 positions within their employing institution and in the same job
20 classification in which they currently hold permanent status, or to a lower
21 classification in which they have previously held status. A permanent part-
22 time employee will be eligible to bid for full-time positions after completion
23 of one thousand and forty (1,040) hours of employment within the job
24 classification. A permanent full-time employee will be eligible to bid on
25 part-time positions in the same job classification in which they currently
26 hold permanent status or to a lower classification in which they have
27 previously held status.

28 C. Position

~~A particular combination of shifts and days off, except for the DSHS, DVA and the DOC. In DSHS, DVA and DOC, a position is defined as a particular combination of shift, days off and location. Within institutions at DSHS and DCYF, a “float” designation shall be considered a location for bid purposes when the institution has a float pool with permanent positions.~~

3.3 Components of a Bid

~~With the exception of DOC, bids will indicate the employee’s choice of shift, days off (and, for DSHS and DVA, location) and job classification.~~ DOC employees will bid by position number. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of six (6) months from the date submitted by the employee.

3.4 Submittal and Withdrawal of Bids

Any bids submitted after the date a vacancy is considered to have occurred will not be considered for that vacancy. Employees may withdraw their bids, in writing, at any time prior to the referral.

3.5 New Positions or Reallocated Positions

When a new position is established or a vacant position is reallocated, the Employer will post the position for seven (7) calendar days if the combination of shift and days off ~~(and, for DSHS, DVA and DOC, location)~~ does not currently exist. The agency~~ies~~ will use electronic and/or hard copy methods for notification, which shall include email notifications to eligible employees.

3.6 Vacancy

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing, that they intend to vacate their position; or
- B. Management notifies an employee, in writing, that the employee will be removed from their position.

1 **3.7 Awarding a Bid**

2 When a permanent vacancy occurs, the Employer will determine if any employee
3 has submitted a bid for the shift and days off. Seniority will prevail provided the
4 employee has the skills and abilities necessary to perform the duties of the position.
5 An employee's bid request may be turned down if the employee has documented
6 attendance or performance problems. The employee will begin working in the new
7 position within forty-five (45) calendar days of being awarded the bid unless
8 circumstances warrant otherwise.

9 **3.8 Commitment Following an Award or Refusal of a Bid**

10 A. ~~For all agencies except DSHS and DCYF, w~~When an employee has been
11 awarded a bid, or refuses an awarded bid, the employee will be prohibited
12 from requesting other bids for a minimum of six (6) months. The six (6)
13 month period will begin on the first day the employee is assigned the new
14 shift and/or days off. All other active bids the employee has on file will be
15 removed from the bid system.

16 ~~B. For DSHS and DCYF, when an employee has been awarded a bid, the~~
17 ~~employee will be prohibited from requesting other bids for a minimum of~~
18 ~~twelve (12) months. If an employee refuses an awarded bid, the employee~~
19 ~~will be prohibited from requesting other bids for a minimum of six (6)~~
20 ~~months. The time period will begin on the first day the employee is assigned~~
21 ~~the new shift, days off and/or location. All other active bids the employee~~
22 ~~has on file will be removed from the bid system.~~

23 **3.9** Whenever there is need for a major change in residential settings such as
24 elimination of positions or major changes to shifts or assignments, the Union and
25 the Employer may agree to suspend the procedure described in [Sections 3.3](#) through
26 [3.6](#) and [3.8](#) above and allow all employees to bid on positions, which will be filled
27 in accordance with the procedures in [Section 3.7](#) of this Article.

1 **3.10 Reassignment from a Bid Position**

2 Nothing in this Article will preclude management from reassigning an employee
3 from their bid position to another position on a different shift or to a position with
4 different days off, provided the employee is notified, in writing, of the reason(s) for
5 the reassignment. A copy of the notice will be sent to the Union.

6 ~~3.11 Washington State Lottery~~

7 ~~A. Prior to a vacant District Sales Representative (DSR) position being open~~
8 ~~for recruitment, the Regional Sales Manager will have the opportunity to~~
9 ~~realign or reassign territories. Input from the DSRs within the region will~~
10 ~~be considered, and the Lottery will look for ways to incorporate changes~~
11 ~~with the least amount of negative impact to the DSRs. The Regional Sales~~
12 ~~Manager will determine the position to be open for recruitment, after~~
13 ~~considering input from the DSRs within the region.~~

14 ~~B. All DSRs statewide will be notified of vacancies within the bargaining unit.~~
15 ~~DSRs indicating an interest in a transfer to the vacant position will be~~
16 ~~considered utilizing the following criteria:~~

- 17 ~~1. Demonstrated service to retailers.~~
18 ~~2. Efficiency and effectiveness of performance.~~
19 ~~3. Seniority based on employee preference.~~

20 ~~C. If the employee is not selected after consideration of the first two (2) criteria~~
21 ~~listed above, the Regional Sales Manager will discuss with the employee~~
22 ~~the reason(s) for the decision.~~

23 ~~3.12 Department of Agriculture Grain Inspection Program~~

24 ~~Bidding and assignment of permanent work shifts for bargaining unit employees~~
25 ~~will be performed annually, unless a shorter period of time is mutually agreed to~~
26 ~~between the parties, or at the addition or deletion of a work shift. Seniority criteria~~
27 ~~for awarding a bid will be based on uninterrupted service date, not including~~

1 ~~military time, and with due regard for needs of industry, the Employer and~~
2 ~~employees.~~

3 ~~This Sub-article does not apply to employees in an inspector in training series.~~

4 ~~**3.13 Washington State Patrol Fingerprint Technicians, Leads and Supervisors**~~
5 ~~Bidding and assignment of permanent work shifts for Fingerprint Technicians,~~
6 ~~Leads and Supervisors will be performed semi-annually in January and July. New~~
7 ~~shifts begin on the Sunday closest to January 1 or July 1 regardless of the month in~~
8 ~~which the Sunday occurs. Openings will be provided for a period of twenty-eight~~
9 ~~(28) calendar days prior to the beginning of a new schedule and eligible employees~~
10 ~~may bid on openings during this period. Fingerprint Technician 1s will be subject~~
11 ~~to training requirements and may be assigned to a shift to meet training needs~~
12 ~~during probationary periods.~~

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/ 6/05/2024

/s/ 6/05/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

1
2
3
SECTION 2
SUPPLEMENTAL DOC ARTICLE 4
HIRING AND APPOINTMENTS

4 **4.1 Filling Positions**

5 The Employer will determine when a position will be filled, the type of appointment
6 to be used when filling the position, and the skills and abilities necessary to perform
7 the duties of the specific position within a job classification. Only those candidates
8 who have the position-specific skills and abilities required to perform the duties of
9 the vacant position will be referred for further consideration by the employing
10 agency.

11 A. ~~The An~~ agency's internal layoff list will consist of employees who have
12 elected to place their name on the layoff list through [Article 34](#), Layoff and
13 Recall, of this Agreement and are confined ~~to each individual agency~~ [the](#)
14 [Department of Corrections \(DOC\)](#).

15 B. The statewide layoff list will consist of employees who have elected to place
16 their name on the statewide layoff list in accordance with [WAC 357-46-](#)
17 [080](#).

18 C. A promotional candidate is defined as an employee who has completed the
19 probationary period within a permanent appointment and has attained
20 permanent status within the agency.

21 D. A transfer candidate is defined as an employee in permanent status in the
22 same classification as the vacancy within the agency.

23 E. A voluntary demotion candidate is defined as an employee in permanent
24 status moving to a class in a lower salary range maximum within the agency.

25 F. When filling a vacant position with a permanent appointment, candidates
26 will be certified for further consideration in the following manner:

- 1 1. The most senior candidate on the agency’s internal layoff list with
2 the required skills and abilities who has indicated an appropriate
3 geographic availability will be appointed to the position.

- 4 2. If there are no names on the internal layoff list, the agency will
5 certify up to twenty (20) candidates for further consideration. Up to
6 seventy-five percent (75%) of those candidates will be statewide
7 layoff, agency promotional, internal transfers, and agency voluntary
8 demotions. All candidates certified must have the position-specific
9 skills and abilities to perform the duties of the position to be filled.
10 If there is a tie for the last position on the certification for either
11 promotional or other candidates, the agency may consider up to ten
12 (10) additional tied candidates. The agency may supplement the
13 certification with additional tied candidates and replace other
14 candidates who waive consideration with like candidates from the
15 original pool.

- 16 3. Employees in the General Government Transition Pool Program
17 who have the skills and abilities to perform the duties of the vacant
18 position may be considered along with all other candidates who have
19 the skills and abilities to perform the duties of the position.

- 20 4. If the certified candidate pool does not contain at least three (3)
21 affirmative action candidates, the agency may add up to three (3)
22 affirmative action candidates to the names certified for the position.

- 23 5. When recruiting for multiple positions, the agency may add an
24 additional five (5) agency candidates and five (5) other candidates
25 to the certified list for each additional position.

26 **4.2 Recruitment and Application Process**

27 Agencies will determine the recruitment process used to fill positions. When
28 recruiting for a bargaining unit position, the recruitment announcement will be

1 posted for a minimum of seven (7) calendar days. One (1) recruitment
2 announcement may be used to fill multiple open positions. A recruitment
3 announcement may also be used to fill positions in addition to those listed in the
4 recruitment announcement if the recruitment announcement includes a statement
5 indicating that intent at the initial time of posting. Once all the position(s) from the
6 recruitment announcement are filled, the recruitment announcement may only be
7 used to fill additional open positions for the next sixty (60) days. An agency may
8 accept applications/recruit through the Department of Enterprise Services' online
9 recruiting system, agency electronic process, and/or paper applications as indicated
10 on the recruitment announcement. In addition, agencies may use their intranet to
11 post positions. Agencies that use the Department of Enterprise Services' online
12 recruiting system will accept and process agency-defined paper forms. Upon
13 request, agencies will assist employees through the application process.

14 **4.3 Movement – Permanent Employees**

15 A. Within an Agency

- 16 1. Prior to certifying candidates for vacancies in accordance with
17 [Section 4.1](#), an Appointing Authority may grant an administrative
18 transfer, voluntary demotion or elevation within an agency as long
19 as the permanent employee has the skills and abilities required to
20 perform the duties of the position.
- 21 2. Employees desiring a transfer, voluntary demotion or elevation may
22 initiate a request in writing to their agency human resources office;
23 ~~or for DSHS, to the appropriate Appointing Authority.~~
- 24 3. Appointing authorities will consider these individuals for an
25 opening. Movement requests will be purged twice yearly on June 30
26 and December 31.
- 27 4. Candidates interviewed will be notified of the hiring decision.

1 5. This Subsection does not apply to those positions that have a
2 required bid system established in accordance with [Supplemental](#)
3 [DOC Article 3](#), Bid System, unless the position remains vacant after
4 the completion of the bid process.

5 6. In addition, employees who are interested in a transfer, voluntary
6 demotion or elevation within an agency may also apply in
7 accordance with the processes outlined in [Section 4.2](#), above.

8 B. Outside the Agency

9 1. Prior to certifying candidates for vacancies in accordance with
10 [Section 4.1](#), an Appointing Authority may grant an administrative
11 transfer, voluntary demotion or elevation to a candidate from
12 another agency as long as the permanent employee has the skills and
13 abilities to perform the duties of a position.

14 2. Employees transferring, demoting or elevating from outside the
15 agency will be required to serve a six (6) month review period.
16 Agencies may extend the review period for an individual employee
17 as long as the extension does not cause the total period to exceed
18 twelve (12) months.

19 3. The Employer may separate an employee or an employee may
20 voluntarily separate during the review period. Upon separation, and
21 at the employee's request, the employee's name will be placed on
22 the agency's layoff list. The employee will remain on the list until
23 such time as their eligibility expires or they have been rehired.

24 4. An employee who is separated during their review period may
25 request a review of the separation by the Director or Secretary of the
26 agency or designee within twenty-one (21) calendar days from the
27 effective date of the separation. Separation during the review period

1 will not be subject to the grievance procedure in [Supplemental DOC](#)
2 [Article 29](#), Grievance Procedure.

3 **4.4 Permanent Status**

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

6 **4.5 Types of Appointment**

7 A. Non-Permanent

8 1. The Employer may make non-permanent appointments to fill in for
9 the absence of a permanent employee, during a workload peak,
10 while recruitment is being conducted, or to reduce the possible
11 effects of a layoff. Non-permanent appointments will not exceed
12 twelve (12) months except when filling in for the absence of a
13 permanent employee or to reduce the effects of a hiring freeze. A
14 non-permanent appointee must have the skills and abilities required
15 for the position.

16 2. A permanent employee who accepts a non-permanent appointment
17 within their agency will have the right to return to their prior
18 permanent position in the agency or to a position in the permanent
19 classification they left at the completion of the non-permanent
20 appointment; provided 1) the employee has not left the original non-
21 permanent appointment, or 2) multiple non-permanent
22 appointments have not exceeded a total of twelve (12) months,
23 unless the original Appointing Authority agrees otherwise.
24 Employees who are accepting a non-permanent appointment will be
25 notified of their return rights within their appointment letter.

26 An employee with permanent status may accept a non-permanent
27 appointment to another agency. At least fourteen (14) calendar days prior
28 to accepting the appointment, the employee must notify their current
29 Appointing Authority of the intent to accept a non-permanent appointment.

1 Upon notification of the employee's intent, the employee's permanent
2 agency will notify the employee, in writing, of any return rights to the
3 agency and the duration of those return rights. At a minimum, the agency
4 must provide the employee access to the agency's internal layoff list.

5 3. The Employer may convert a non-permanent appointment into a
6 permanent appointment if the Employer used a competitive process
7 to fill the non-permanent appointment or if the non-permanent
8 appointment was filled using a veteran placement program. In such
9 circumstances the employee will serve a probationary or trial service
10 period. The Employer must follow [Supplemental DOC Article 3](#),
11 Bid System or appoint an internal layoff candidate, if one exists,
12 before converting an employee from a non-permanent appointment
13 to a permanent appointment.

14 4. Time spent in the non-permanent appointment will count towards
15 the probationary or trial service period if the employee and the
16 employee's position is converted from a non-permanent
17 appointment to a permanent appointment in accordance with
18 Subsection 3 above.

19 5. Time spent in the non-permanent appointment may count towards
20 the probationary or trial service period for the permanent position
21 within the same job classification. When non-permanent time is not
22 counted towards the probationary or trial service period, the
23 reason(s) will be provided to the employee in writing.

24 6. The Employer may end a non-permanent appointment at any time
25 by giving one (1) working day's notice to the employee. If an
26 employee is terminated for misconduct and the misconduct for
27 which the employee is terminated is documented in the personnel
28 file, just cause will apply.

1 B. On-Call Employment

2 The Employer may fill a position with an on-call appointment where the
3 work is intermittent in nature, is sporadic and it does not fit a particular
4 pattern. The Employer may end on-call employment at any time by giving
5 notice to the employee. If an employee is terminated for misconduct and the
6 misconduct for which the employee is terminated is documented in the
7 personnel file, just cause will apply.

8 C. In-Training Employment

9 1. The Employer may designate specific positions, groups of positions,
10 or all positions in a job classification or series as in-training. The
11 Employer will determine and document the training program,
12 including a description and length of the program. The in-training
13 plan must include:

- 14 a. The title of the goal class of the in-training plan.
- 15 b. The duties and responsibilities of the goal class.
- 16 c. The job classes that will be used to reach the goal class.
- 17 d. The skills and abilities that must be acquired by the
18 employee while in-training to the goal class.

19 The training plan may include any of the following components:

- 20 e. On-the job training;
- 21 f. Classroom or field instruction;
- 22 g. Courses conducted by an educational institution, vocational
23 school, or professional training organization; or
- 24 h. Written, oral and/or practical examinations(s).

1 Unless other staffing methods have been exhausted, positions with
2 primary responsibility for supervision will not be designated as in-
3 training positions.

4 2. A candidate who is initially hired into an in-training position must
5 successfully complete the job requirements of the appointment. The
6 Employer may separate from state service any employee who has
7 completed the probationary period for an in-training appointment
8 but does not successfully complete the subsequent trial service
9 period(s) required by the in-training program. Employees who are
10 not successful may be separated at any time with one (1) working
11 day's notice from the Employer. Within seven (7) days of the
12 effective date of the separation, the employee may request a review
13 of the separation by the Director or Secretary of the agency or
14 designee.

15 3. An employee with permanent status who accepts an in-training
16 appointment will serve a trial service period(s), depending on the
17 requirements of the in-training program. The trial service period and
18 in-training program will run concurrently. The Employer may revert
19 an employee who does not successfully complete the trial service
20 period(s) at any time with one (1) working day's notice. The
21 employee's reversion right will be to the job classification that the
22 employee held permanent status in prior to their in-training
23 appointment, in accordance with [Subsections 4.6 \(B\)\(4\)](#) and [4.6](#)
24 [\(B\)\(5\)](#) of this Article.

25 4. A trial service period may be required for each level of the in-
26 training appointment, or the entire in-training appointment may be
27 designated as the trial service period. The trial service period and in-
28 training program will run concurrently. The Employer will
29 determine the length of the trial service period(s) to be served by an

1 employee in an in-training appointment, however the cumulative
2 total of the trial service periods for the entire in-training appointment
3 will not exceed thirty-six (36) months. The appointment letter will
4 inform the employee of how the trial service period(s) will be
5 applied during the in-training appointment.

6 5. If a trial service period is required for each level of the in-training
7 appointment, the employee will attain permanent status in each
8 classification upon successful completion of the concurrent training
9 program and trial service period at each level.

10 6. If the entire in-training program—meaning all levels within the in-
11 training appointment is designated as a trial service period, the
12 employee will attain permanent status in the goal classification upon
13 successful completion of the training requirements and concurrent
14 trial service period for the entire in-training program. Every ninety
15 (90) days of the trial service period, the Employer will provide a
16 status report to the employee. The status report will provide the
17 employee with an update of progress towards completion of the
18 training requirements, and if necessary, offer remedial opportunities
19 to assist in the successful completion of the trial service period.

20 D. Project Employment

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

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

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

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

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

7 3. The Employer may consider project employees with permanent
8 project status who were appointed without a competitive process for
9 transfer, voluntary demotion, or promotion to other project positions
10 only. Project employees with permanent project status hired through
11 a competitive process will be eligible under [Article 4.3](#) Movement
12 – Permanent Employees, for transfer, voluntary demotion or
13 promotion for project and non-project positions. Employees will
14 serve a trial service period upon transfer, voluntary demotion, or
15 promotion to a non-project position in a job classification that the
16 employees have not previously attained permanent status in.

17 4. For employees hired into a project position prior to July 1, 2013, the
18 Employer may convert a project appointment into a permanent
19 appointment and the employee will serve a probationary or trial
20 service period. For employees hired into a project position on or
21 after July 1, 2013, the Employer may convert a project appointment
22 into a permanent appointment if the Employer used a competitive
23 process to fill the project appointment. In such circumstances, the
24 employee will serve a probationary or trial service period.

25 5. The layoff and recall rights of project employees will be in
26 accordance with the provisions in [Article 34](#), Layoff and Recall.

27 E. ~~Seasonal Career/Cyclic Employment~~

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

6 ~~2. Upon completion of a six (6) or twelve (12) month probationary~~
7 ~~period (in accordance with Subsection 4.6 A below) completed in~~
8 ~~consecutive seasons at the same agency, employees in seasonal~~
9 ~~career employment will assume the rights of employees with~~
10 ~~permanent status.~~

11 ~~3. The layoff and recall rights of seasonal career employees will be in~~
12 ~~accordance with the provisions in Article 34, Layoff and Recall.~~

13 EF. The designation of a position as non-permanent, on-call, in-training or
14 project, or the termination of a non-permanent, on-call, in-training or
15 project appointment is not subject to the grievance procedure in
16 Supplemental DOC Article 29, Grievance Procedure.

17 **4.6 Review Periods**

18 **A. Probationary Period**

19 1. Every part-time and full-time employee, following their initial
20 appointment to a permanent position, will serve a probationary
21 period of six (6) consecutive months, except for employees in any
22 job classification listed in Supplemental DOC Appendix R, Job
23 Classifications – Twelve Month Probationary Period, will serve a
24 twelve (12) month probationary period. The Agencies may extend
25 the probationary period for an individual employee as long as the
26 extension does not cause the total period to exceed twelve (12)
27 months. Employees will be provided with a written explanation for
28 the extension. If the extension is based on performance issues, the
29 employee will receive a performance improvement plan.

- 1 2. The Employer may separate a probationary employee at any time
2 during the probationary period. The Employer will provide the
3 employee five (5) working days' written notice prior to the effective
4 date of the separation. However, if the Employer fails to provide five
5 (5) working days' notice, the separation will stand and the employee
6 will be entitled to payment of salary up to five (5) working days,
7 which the employee would have worked had notice been given.
8 Under no circumstances will notice deficiencies or performance
9 improvement plan issues result in an employee gaining permanent
10 status. The separation of a probationary employee will not be subject
11 to the grievance procedure in [Supplemental DOC Article 29](#),
12 Grievance Procedure.

- 13 3. The Employer will extend an employee's probationary period, on a
14 day-for-a-day basis, for any day(s) that the employee is on leave
15 without pay or shared leave, except for leave taken for military
16 service or temporary reduction of work hours, consistent with
17 [Article 34.6 E](#).

- 18 4. An employee who is appointed to a different position prior to
19 completing their initial probationary period may be required to serve
20 a new probationary period. The length of a new probationary period
21 will be in accordance with [Subsection 4.6 A](#), unless adjusted by the
22 Appointing Authority for time already served in probationary status.
23 In no case, however, will the total probationary period be less than
24 six (6) consecutive months.

- 25 5. With approval of the Employer, an employee who accepts a non-
26 permanent appointment to a higher level position in the same job
27 series while serving an initial probationary period, may resume their
28 probationary period and receive credit for time already served in
29 probationary status if they return to the same position they vacated.

1 6. If the Employer converts the status of a non-permanent appointment
2 to a permanent appointment within the same job classification, the
3 incumbent employee will serve a probationary period. However, the
4 Employer may credit time worked in the non-permanent
5 appointment toward completion of the probationary period within
6 the same job classification as defined in [Subsection 4.6](#) A. When
7 non-permanent time is not counted towards the probationary period,
8 the reason(s) will be provided to the employee in writing. If the
9 employee and the employee's position is converted from a non-
10 permanent appointment to a permanent appointment, time spent in
11 the non-permanent appointment will count towards the probationary
12 or trial service period.

13 B. Trial Service Period

14 1. Employees with permanent status who are promoted, or who
15 voluntarily accept a transfer or demotion into a job classification for
16 which they have not previously attained permanent status, will serve
17 a trial service period of six (6) consecutive months. Agencies may
18 extend the trial service period for an individual employee as long as
19 the extension does not cause the total period to exceed twelve (12)
20 months. Employees will be provided with a written explanation for
21 the extension. If the extension is based on performance issues, the
22 employee will receive a performance improvement plan.

23 Employees in an in-training appointment will follow the provisions
24 outlined in [Subsection 4.5](#) C.

25 2. Any employee serving a trial service period will have their trial
26 service period extended, on a day-for-a-day basis, for any day(s) that
27 the employee is on leave without pay or shared leave, except for
28 leave taken for military service or temporary reduction of work
29 hours, consistent with [Article 34.6](#) E.

1 3. An employee who is appointed to a different position prior to
2 completing their trial service period will serve a new trial service
3 period. The length of the new trial service period will be in
4 accordance with [Subsection 4.6](#) B, unless adjusted by the
5 Appointing Authority for time already served in trial service status.
6 In no case, however, will the total trial service period be less than
7 six (6) consecutive months.

8 4. An employee serving a trial service period may voluntarily revert to
9 their former permanent position within fifteen (15) days of the
10 appointment, provided that the position has not been filled or an
11 offer has not been made to an applicant. An employee serving a trial
12 service period may voluntarily revert at any time to a funded
13 permanent position in the same agency that is:

14 a. Vacant or filled by a non-permanent employee and is within
15 the employee’s previously held permanent job classification.

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

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

24 5. With five (5) working days’ written notice by the Employer, an
25 employee who does not satisfactorily complete their trial service
26 period will be reverted to a funded permanent position in the same
27 agency, that is:

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

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

5 The reversion option, if any, will be determined by the Employer
6 using the order listed above. In both (a) and (b) above, the employee
7 being reverted must have the skills and abilities required for the
8 vacant position. If possible, the reversion option will be within a
9 reasonable commuting distance for the employee.

10 If the Employer fails to provide five (5) working days' notice, the
11 reversion will stand and the employee will be entitled to payment of
12 the difference in the salary for up to five (5) working days, which
13 the employee would have worked at the higher level if notice had
14 been given. Under no circumstances will notice deficiencies result
15 in an employee gaining permanent status in the higher classification.

16 6. An employee who has no reversion options or does not revert to the
17 highest classification in which they previously attained permanent
18 status may request that their name be placed on the agency's internal
19 layoff list for positions in job classifications where they had
20 previously attained permanent status.

21 7. An employee who is separated during their trial service period may
22 request a review of the separation by the Director or Secretary of the
23 agency or designee within twenty-one (21) calendar days from the
24 effective date of the separation. The reversion of employees who are
25 unsuccessful during their trial service period is not subject to the
26 grievance procedure in [Supplemental DOC Article 29](#), Grievance
27 Procedure.

1 **4.7 Internal Movement Within Department of Corrections Only**

2 A. Prior to certifying candidates in accordance with Section 4.1, the agency
3 will post vacancies for internal transfer candidates for three (3) business
4 days prior to posting externally. An employee's transfer request will be
5 granted to another position within the bargaining unit provided:

- 6 1. The employee holds permanent status in the job classification;
- 7 2. The employee has demonstrated or been assessed to have the
8 position specific skills, abilities and qualifications necessary to
9 perform the duties of the position;
- 10 3. There are no disciplinary action(s) in their personnel file for the past
11 twelve (12) months;
- 12 4. There is no pending disciplinary action or the employee is not under
13 investigation into alleged misconduct;
- 14 5. The employee has not been granted previous internal movement
15 within the past two (2) years;
- 16 6. There are no repeated performance issues being addressed, as
17 documented in the employee's supervisory file;
- 18 7. The appointment will not create a violation of agency policy;
- 19 8. It meets the needs of the work unit.
- 20 9. When posting the vacancy for internal transfer, the posting may
21 include language advising the prospective transfer employee of
22 specific needs and competencies of the position which, if not met,
23 may result in denial of transfer.

24 B. Transfer requests under this Section must be made in writing and submitted
25 to the local Human Resources Office. If two (2) or more employees request

1 a transfer to the same position and they meet the above criteria, the senior
2 employee will be appointed. If an employee is offered a transfer and refuses
3 the offer, the employee will not be allowed to request another transfer for
4 twelve (12) months.

5 C. If an employee requests a transfer and does not meet the criteria listed
6 above, the employee may compete for the position.

7 D. The offering of a formal layoff option in accordance with [Article 34](#), Layoff
8 and Recall, a trial service reversion option or demotion option, prior to
9 granting a transfer request under this Section, is not a violation of this
10 Section, provided notice is given to the union prior to such actions
11 occurring.

12 E. This Section is not subject to the grievance procedure in accordance with
13 [Article 29](#), Grievance Procedure. If an employee requests a transfer and it
14 is denied, the employee may request a review by the Department of
15 Corrections Secretary or designee (Deputy/Assistant Secretary) within
16 twenty-one (21) days from the date the employee was notified in writing
17 that they would not be transferred to the vacant position. The request for
18 review must be filed with the Department of Corrections Labor Relations
19 Office. The Secretary or designee will respond in writing within thirty (30)
20 days of receipt of the request for review.

21 F. This Section does not apply to filling positions covered under [Article 3](#), Bid
22 System, non-permanent, on-call, or project positions.

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/ 8/12/2024

 /s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

1
2
3
SECTION 3
SUPPLEMENTAL DOC ARTICLE 5
PERFORMANCE EVALUATION

4 **5.1 Objective**

5 A. The Employer will evaluate employee work performance. The performance
6 evaluation process will include performance goals and expectations that
7 reflect the organization's objectives.

8 B. The performance evaluation process gives supervisors an opportunity to
9 discuss performance goals and expectations with their employees, assess
10 and review their performance with regard to those goals and expectations,
11 and provide support to employees in their professional development, so that
12 skills and abilities can be aligned with agency requirements.

13 C. To recognize employee accomplishments and address performance issues
14 in a timely manner, discussions between the employee and the supervisor
15 will occur throughout the evaluation period. Performance problems will be
16 brought to the attention of the employee to give the employee the
17 opportunity to receive any needed additional training and/or to correct the
18 problem before it is mentioned in an evaluation. Such discussions will be
19 documented in the supervisor's file.

20 **5.2 Evaluation Process**

21 A. Employee work performance will be evaluated prior to the completion of
22 their probationary and trial service periods and at least annually thereafter.
23 The annual evaluation will be completed during the sixty (60) day period
24 following the employee's anniversary date. Timeframes may be extended
25 subject to the employee's availability. The evaluation will be considered
26 completed on the date it is signed by the evaluating supervisor. ~~Within the~~
27 ~~Department of Social and Health Services (Behavioral Health~~
28 ~~Administration and Developmental Disabilities Administration only) and~~
29 ~~the Department of Veterans Affairs, where shift charges are used, an~~

1 ~~immediate supervisor, prior to preparing the employee's evaluation will~~
2 ~~solicit input from the employee's current shift charge. This input will be~~
3 ~~considered by the supervisor for inclusion in the evaluation.~~ Immediate
4 supervisors will meet with employees to discuss performance goals and
5 expectations. Employees will receive copies of their performance goals and
6 expectations as well as notification of any modifications made during the
7 review period.

8 B. The supervisor will discuss the evaluation with the employee. The
9 employee will have the opportunity to provide feedback on the evaluation.
10 The discussion may include such topics as:

- 11 1. Reviewing the employee's performance;
- 12 2. Identifying ways the employee may improve their performance;
- 13 3. Updating the employee's position description, if necessary;
- 14 4. Identifying performance goals and expectations for the next
15 appraisal period; and
- 16 5. Identifying employee training and development needs.

17 C. 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 written signature or electronic acknowledgment of the forms, and any
20 comments by the employee. The evaluation, including employee comments,
21 will be considered by the reviewer. Once completed and
22 signed/acknowledged by the reviewer, a copy will be provided to the
23 employee (with reviewer comments, if any), who may provide responsive
24 comments to be attached to the evaluation. The completed and
25 signed/acknowledged performance evaluation form, including the
26 employee's comments, will be maintained in the employee's personnel file.

1 D. The evaluation process is subject to the grievance procedure. The specific
2 content of performance evaluations are not subject to the grievance
3 procedure.

4 E. If an employee has been fully exonerated of misconduct in a disciplinary
5 grievance by the Employer or an arbitrator or the Employer determines that
6 allegations of misconduct are false, then references to the misconduct in the
7 performance evaluation will be removed. If the Employer fails to remove
8 the applicable portions of the performance evaluation, the failure to remove
9 those references is subject to the grievance procedure. However, the
10 Employer may retain this information in a legal defense file and it will only
11 be used or released when required by a regulatory agency (acting in their
12 regulatory capacity), in the defense of an appeal, legal action or as otherwise
13 required by law.

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/ 8/12/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

~~workweek and employees who work at the Military Department—
Washington Youth Academy.~~

FG. Workday

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

GH. Work Schedules

Workweeks and work shifts of different numbers of hours may be
established by the Employer in order to meet business and customer service
needs, as long as the work schedules meet federal and state laws.

HI. Work Shift

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

IJ. Workweek

1. A regularly re-occurring period of one hundred and sixty-eight (168)
hours consisting of seven (7) consecutive twenty-four (24) hour
periods. Workweeks will normally begin at 12:00 a.m. on Sunday
and end at 12:00 midnight the following Saturday or as otherwise
designated by the Appointing Authority or designee. If there is a
change in their workweek, employees will be given prior written
notification by the Appointing Authority or designee.

~~2. For the Department of Veterans Affairs, and DSHS workweeks will
normally consist of forty (40) hours in a seven (7) day workweek,
which will normally consist of five (5) workdays followed by two
(2) consecutive days off or eighty (80) hours in a fourteen (14) day
work period.~~

6.2 Determination

Per federal and state law, the Employer will determine whether a position is
overtime-eligible or overtime-exempt. In addition, the Employer will determine if

1 an overtime-eligible position is a law-enforcement position, with or without an
2 extended work period, or a shift position. When the Employer determines that an
3 overtime-eligible position is overtime-exempt, the employee will be notified in
4 writing of the determination. The notice will include an attached United States
5 Department of Labor fact sheet of the Fair Labor Standards Act (FLSA) guidelines.

6 **6.3 Overtime-Eligible Employees ~~(Excluding Law Enforcement Employees)~~**

7 A. Regular Work Schedules

8 The regular work schedule for overtime-eligible employees will not be more
9 than forty (40) hours in a workweek, with starting and ending times as
10 determined by the requirements of the position and the Employer. The
11 regular work schedule will normally include two (2) consecutive scheduled
12 days off. The Employer may adjust the regular work schedule with prior
13 notice to the employee. If the Employer extends an employee's daily work
14 schedule by more than two (2) hours on any given day, the Employer will
15 not adjust another workday or the employee's workweek to avoid the
16 payment of overtime or accrual of compensatory time. This provision will
17 not apply:

- 18 1. When an employee requests to adjust their hours within the
19 workweek and works no more than forty (40) hours within that
20 workweek; or
- 21 2. To those job classifications that have an inherent need for flexibility
22 to adjust their daily work schedules within the regular workweek to
23 accomplish assigned job duties and responsibilities. When adjusting
24 an employee's work schedule, the Employer will consider an
25 employee's preference as long as the agency can meet business and
26 customer service needs and without causing an additional cost to the
27 agency. These classifications are listed in [Supplemental DOC](#)
28 Appendix B.

29 B. Alternate Work Schedules

1 Workweeks and work shifts of different numbers of hours may be
2 established for overtime-eligible employees by the Employer in order to
3 meet business and customer service needs, as long as the alternate work
4 schedules meet federal and state laws. Employees may request alternative
5 work schedules and such requests will be approved by the Employer, except
6 as provided below, subject to business and customer service needs. The
7 Employer may disapprove requests if there are performance or attendance
8 concerns. Previously approved alternate work schedules may be rescinded
9 by the Employer if business and customer service needs are no longer being
10 met, or if performance or attendance concerns occur. The Employer will
11 consider employees' personal and family needs.

12 C. Daily Work Shift Changes

13 The Employer may adjust an overtime-eligible shift employee's daily start
14 and/or end time(s) by two (2) hours.

15 D. Temporary Schedule Changes

16 Overtime-eligible employees' workweeks and/or work schedules may be
17 temporarily changed with prior notice from the Employer. A temporary
18 schedule change is defined as a change lasting thirty (30) calendar days or
19 less. With the exception of the job classifications listed in Appendix B,
20 overtime-eligible employees will receive three (3) calendar days' written
21 notice of any temporary schedule change. The day that notification is given
22 is considered the first day of notice. Adjustments in the hours of work of
23 daily work shifts during a workweek do not constitute a temporary schedule
24 change.

25 E. Permanent Schedule Changes

26 Overtime-eligible employees' workweeks and work schedules may be
27 permanently changed with prior notice from the Employer. Overtime-
28 eligible employees will receive seven (7) calendar days' written notice of a
29 permanent schedule change, which will include the reason for the schedule

1 change. The day notification is given is considered the first day of notice.
2 Adjustments in the hours of work of daily work shifts during a workweek
3 do not constitute a permanent schedule change.

4 F. Emergency Schedule Changes

5 The Employer may adjust an overtime-eligible employee's workweek and
6 work schedule without prior notice in emergencies, for highway snow, ice
7 or avalanche removal, fire duty, grain inspection, or extraordinary
8 unforeseen operational needs.

9 G. Employee-Requested Schedule Changes

10 Overtime-eligible employees' workweeks and work schedules may be
11 changed at the employee's request and with the Employer's approval,
12 provided the Employer's business and customer service needs are met and
13 no overtime expense is incurred.

14 H. An overtime-eligible employee, including an employee on standby status,
15 will be compensated for all time worked, other than de minimis time, for
16 receiving or responding to work related calls, unless otherwise provided for
17 in this Agreement.

18 ~~6.4 — Overtime-Eligible Law Enforcement Employee Work Schedules~~

19 ~~A. — The regular work schedule for full-time overtime-eligible law enforcement~~
20 ~~employees, not receiving assignment pay for an extended work period, will~~
21 ~~not be more than one hundred and sixty (160) hours in a twenty-eight (28)~~
22 ~~day period. The Employer may adjust the work schedule with prior notice~~
23 ~~to the employee.~~

24 ~~B. — Park Rangers Not Residing in Park Housing~~

25 ~~If the Employer requires a ranger not living in Park housing to work on a~~
26 ~~scheduled day off, the ranger will be notified of the assignment prior to the~~
27 ~~ranger's scheduled quitting time on the second work day preceding the~~

~~scheduled day off. A lack of such notice will constitute callback in
accordance with Article 42.17 B.~~

6.45 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined. ~~except as provided for in Section 6.7A.~~

6.56 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.67 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by [WAC 296-126-092](#). Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty. Where the nature of the work

1 allows employees to take intermittent rest periods equivalent to fifteen (15) minutes
2 for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods
3 may not be used for late arrival or early departure from work and rest and meal
4 periods will not be combined. ~~except as provided for in Section 6.7A.~~

5 ~~A. — Breaks and lunch periods for employees of DES Consolidated Mail~~
6 ~~Inserting Section working the swing shift in the Inserting Section of the~~
7 ~~DES Consolidated Mail.~~

8 ~~1. — Employees will have two (2) thirty (30) minute breaks per workday~~
9 ~~rather than one (1) thirty (30) minute break and two (2) fifteen (15)~~
10 ~~minute rest periods. For the purposes of administering the terms of~~
11 ~~Sections 6.5 and 6.7, the first thirty (30) minute break shall be~~
12 ~~considered the break and the second thirty (30) minute period shall~~
13 ~~be considered the rest period.~~

14 ~~2. — These thirty (30) minute breaks will occur at or as near as possible~~
15 ~~to 3:00 p.m and 6:00 p.m.~~

16 **6.78 Positive Time Reporting – Overtime-Eligible Employees**

17 Overtime-eligible employees will accurately report time worked in accordance with
18 a positive time reporting process as determined by each agency.

19 **6.89 Overtime-Exempt Employees**

20 Overtime-exempt employees are not covered by federal or state overtime laws.
21 Compensation is based on the premise that overtime-exempt employees are
22 expected to work as many hours as necessary to provide the public services for
23 which they were hired. These employees are accountable for their work product,
24 and for meeting the objectives of the agency for which they work. The Employer's
25 policy for all overtime-exempt employees is as follows:

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

1 B. Overtime-exempt employees are expected to work as many hours as
2 necessary to accomplish their assignments or fulfill their responsibilities
3 and must respond to directions from management to complete work
4 assignments by specific deadlines. Overtime-exempt employees may be
5 required to work specific hours to provide services, when deemed necessary
6 by the Employer.

7 C. The salary paid to overtime-exempt employees is full compensation for all
8 hours worked, ~~except:~~

9 ~~1. Psychologist Forensic Evaluators and Psychiatric Social Workers working~~
10 ~~at the Department of Social and Health Services (DSHS) are expected to~~
11 ~~work as many hours as necessary to accomplish their assignment or fulfill~~
12 ~~their core responsibilities. However, because DSHS has a unique situation~~
13 ~~that requires Psychologist Forensic Evaluators and Psychiatric Social~~
14 ~~Workers to work hours over and above those necessary to accomplish their~~
15 ~~assignment and fulfill their core responsibilities, Psychologists Forensic~~
16 ~~Evaluators and Psychiatric Social Workers will receive additional straight~~
17 ~~time pay at their regular rate of pay for working these “extra duty” hours.~~
18 ~~“Extra Duty” is defined as work hours assigned by management that are~~
19 ~~hours over and above those necessary to accomplish the Psychologist~~
20 ~~Forensic Evaluator’s and Psychiatric Social Worker’s regular assignment~~
21 ~~and fulfill their core responsibility. “Extra duty” hours typically include~~
22 ~~covering hours/shifts not regularly assigned to any other Psychologist~~
23 ~~Forensic Evaluator or Psychiatric Social Worker. When seeking to fill the~~
24 ~~extra duty hours, the Employer retains the right to assign any Psychologist~~
25 ~~Forensic Evaluator or Psychiatric Social Worker who has the appropriate~~
26 ~~skills and abilities required for the extra duty. Management will ask for~~
27 ~~volunteers for the extra duty, but retains the right to select any Psychologist~~
28 ~~Forensic Evaluator or Psychiatric Social Worker for the extra duty~~
29 ~~regardless of whether there are volunteers or not and retains the right to~~
30 ~~restrict the number of extra duty assignments that any one employee works.~~

1 D. Overtime-exempt employees' salary includes straight time for holidays. An
2 overtime-exempt employee whose Employer requires him or her to work on
3 a holiday will be paid at an additional rate of one and one-half (1 1/2) times
4 the employee's salary for the time worked.

5 E. Employees will consult with their supervisors to adjust their work hours to
6 accommodate the appropriate balance between extended work time and
7 offsetting time off. Where such flexibility does not occur or does not
8 achieve the appropriate balance, and with approval of their Appointing
9 Authority or designee, overtime-exempt employees' will accrue exchange
10 time for extraordinary or excessive hours worked. Such approval will not
11 be arbitrarily withheld. Exchange time may be accrued at straight time to a
12 maximum of eighty (80) hours. When an employee accrues forty (40) hours
13 of exchange time, the employee and the Employer will develop a plan for
14 the employee to use the accrued exchange time in the next ninety (90) days.
15 Exchange time can be used in lieu of sick leave and vacation leave.
16 Exchange time has no cash value and cannot be transferred between
17 agencies.

18 F. If they give notification and receive the Employer's concurrence, overtime-
19 exempt employees may alter their work hours. Employees are responsible
20 for keeping management apprised of their schedules and their whereabouts.

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

24 ~~6.10 — Military Department — Emergency Management Division~~

25 ~~The Employer may send an employee home to rest prior to returning for the night~~
26 ~~shift to cover an emergency or declared disaster. When this occurs, the rest period~~
27 ~~will be considered time worked through the end of the employee's scheduled work~~
28 ~~shift. No employee will be required to work more than six (6) consecutive days in~~

1 ~~a seven (7) day period unless the state Emergency Operations Center is at Level 1,~~
2 ~~Full Activation.~~

3 ~~**6.11 — Department of Transportation — Maintenance Bargaining Unit — Winter**~~
4 ~~**Shift and Contingency Schedules**~~

5 ~~The Employer will establish yearly winter shift and contingency schedules as~~
6 ~~needed. Within reasonable staff and program considerations, the Employer will~~
7 ~~accommodate employee shift preference based on Department of Transportation~~
8 ~~continuous service. It is recognized that in assigning shifts and days off, a balance~~
9 ~~of experience, skills and abilities may be required.~~

10 ~~**6.12 — Department of Fish and Wildlife — Construction and Maintenance**~~

11 ~~A. — Normal unpaid commute time for employees residing at temporary~~
12 ~~residences and traveling to temporary work sites, will be thirty (30) minutes.~~
13 ~~Commute time over thirty (30) minutes will be considered to be work time.~~
14 ~~This work time will be taken from the end of the work shift to travel back~~
15 ~~to the temporary residence.~~

16 ~~B. — Subsection A, above, will not apply when:~~

17 ~~1. — An employee (driver only) begins their mandatory pre-trip safety~~
18 ~~checks on vehicles requiring the use of a Commercial Driver's~~
19 ~~License (CDL). This does not apply to department pickups or other~~
20 ~~non-CDL vehicles used for transportation to and from work sites;~~
21 ~~and~~

22 ~~2. — When the nearest temporary residence is beyond thirty (30) minutes~~
23 ~~from the temporary work site, all travel from the temporary~~
24 ~~residence to the work site and the return to the temporary residence~~
25 ~~will be considered work time.~~

1 ~~6.13 Department of Agriculture Grain Inspection Program~~

2 ~~To provide inspection and weighing services for grain being loaded onto export~~
3 ~~vessels, the Employer may establish and staff both emergency and overtime shifts~~
4 ~~using key position staffing, with a minimum of three (3) permanent employees~~
5 ~~licensed to perform key duties, any combination of inspectors, protein operators,~~
6 ~~and grain sampler weighers. The minimum of three (3) permanent employees does~~
7 ~~not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a~~
8 ~~minimum of two (2) permanent employees. The remaining positions on such shifts~~
9 ~~may be staffed with non-permanent employees.~~

10 ~~6.14 Department of Transportation Commercial Driver's License (CDL)~~

11 ~~Required Positions~~

12 ~~A. The Employer will not require an employee utilizing their CDL to work~~
13 ~~more than fifteen (15) consecutive hours without providing a rest period of~~
14 ~~at least eight (8) consecutive hours.~~

15 ~~B. Employees utilizing their CDL to work fifteen (15) consecutive hours will~~
16 ~~be required to take an eight (8) consecutive hour rest period before resuming~~
17 ~~the next duty period. The employee will suffer no loss of regular straight~~
18 ~~time hourly earnings for any time missed during that rest period that~~
19 ~~otherwise would have been part of their regularly scheduled shift.~~
20 ~~Employees will not be eligible for any other work assignment, including an~~
21 ~~overtime assignment or work shift, during the required (8) hour rest period.~~

22 6.915 Shift Exchange

23 Overtime-eligible employees employed at Re-entry Center who have the same job
24 classification will be allowed to exchange full shifts within their facility for
25 positions in which they are qualified in accordance with the following:

26 A. Request for shift exchanges will be submitted seven (7) calendar days in
27 advance of the exchange, when practical.

1 B. The requested shift exchange is voluntary, and is agreed to in writing by
2 both employees, and approved in writing by the supervisor(s) for exchanges
3 of no more than one (1) week. Requests for consecutive shift exchanges in
4 excess of one (1) workweek will be submitted to the appropriate Appointing
5 Authority or designee for approval. If such request is denied, the employee
6 will be provided the reason(s) in writing for the denial.

7 C. Requested shift exchanges will be considered on a case-by-case basis.

8 D. Shift exchanges must occur within the same pay period. Shift exchanges
9 will not result in the payment of overtime. Each employee will be
10 considered to have worked their regular schedule.

11 E. For shift exchanges that occur on an employee's designated holiday, the
12 employee who is regularly scheduled to work on that holiday will receive
13 the holiday compensation, regardless of who physically worked on that day.

14 F. The failure of an employee, who has exchanged shifts, to work the agreed
15 upon shift without appropriate cause may be a basis for disciplinary action.

16 The shift exchange system will not be used to circumvent the bid system by
17 significantly altering an employee's workweek or supervisory chain of command.

18 ~~*The provisions of this Section 6.15 do not apply to Department of Corrections, see DOC~~
19 ~~addendum.~~

20 ~~**6.15 — Shift Exchange — Military Department — Youth Academy**~~

21 ~~Overtime-eligible employees employed at the Youth Academy who have the same~~
22 ~~job classification will be allowed to exchange full shifts for positions in which they~~
23 ~~are qualified in accordance with the following:~~

24 ~~A. Request for shift exchanges will be submitted seven (7) calendar days in~~
25 ~~advance of the exchange, when practical.~~

1 ~~B. The requested shift exchange is voluntary, and is agreed to in writing by~~
2 ~~both employees, and approved in writing by the supervisor(s) for exchanges~~
3 ~~of no more than one (1) week. Requests for consecutive shift exchanges in~~
4 ~~excess of one (1) workweek will be submitted to the appropriate Appointing~~
5 ~~Authority or designee for approval. If such request is denied, the employee~~
6 ~~will be provided the reason(s) in writing for the denial.~~

7 ~~C. Requested shift exchanges will be considered on a case-by-case basis.~~

8 ~~D. Shift exchanges must occur within the same pay period. Shift exchanges~~
9 ~~will not result in the payment of overtime. Each employee will be~~
10 ~~considered to have worked their regular schedule.~~

11 ~~E. For shift exchanges that occur on an employee's designated holiday, the~~
12 ~~employee who is regularly scheduled to work on that holiday will receive~~
13 ~~the holiday compensation, regardless of who physically worked on that day.~~

14 ~~F. The failure of an employee, who has exchanged shifts, to work the agreed~~
15 ~~upon shift without appropriate cause may be a basis for disciplinary action.~~

16 ~~The shift exchange system will not be used to circumvent the bid system by~~
17 ~~significantly altering an employee's workweek or supervisory chain of~~
18 ~~command.~~

19 ~~**6.16 Department of Ecology Spill Response Team**~~

20 ~~Employees working on the spill response team who work sixteen (16) hours in a~~
21 ~~twenty-four (24) hour period will be required to take eight (8) hours off for rest~~
22 ~~before resuming the next duty period. The employee will suffer no loss of regular~~
23 ~~straight-time hourly earnings for any time missed up to six (6) hours during that~~
24 ~~rest period that otherwise would have been part of their regularly scheduled shift.~~
25 ~~Employees will not be eligible for any other work assignment, including an~~
26 ~~overtime assignment or work shift, that begins during the required eight (8) hour~~
27 ~~rest period.~~

1 ~~6.17 — Shift Exchange — Department of Social and Health Services (DSHS) and~~
2 ~~Department of Children, Youth and Families (DCYF)~~

3 ~~Overtime-eligible shift employees employed by DSHS at Eastern State Hospital,~~
4 ~~Western State Hospital, Olympic Heritage Behavioral Health Facility, Child Study~~
5 ~~and Treatment Center, Special Commitment Center, Lakeland Village, Rainier~~
6 ~~School, Yakima Valley School, Fircrest School, and employees employed by~~
7 ~~DCYF at Greenhill School and Echo Glen Children’s Center who have the same~~
8 ~~job classification will be allowed to exchange full shifts for positions in which they~~
9 ~~are qualified in accordance with the following:~~

10 ~~A. — Requests for shift exchanges will be submitted seven (7) calendar days in~~
11 ~~advance of the exchange, when practical.~~

12 ~~B. — The requested shift exchange is voluntary, and is agreed to in writing by~~
13 ~~both employees, and approved in writing by the supervisor(s) for exchanges~~
14 ~~of no more than one (1) workweek. Requests for consecutive shift~~
15 ~~exchanges in excess of one (1) workweek will be submitted to the~~
16 ~~appropriate Appointing Authority or designee for approval. If such request~~
17 ~~is denied, the employee will be provided the reason(s) in writing for the~~
18 ~~denial.~~

19 ~~C. — Requested shift exchanges will be considered on a case-by-case basis.~~

20 ~~D. — Shift exchanges must occur within the same pay period. Shift exchanges~~
21 ~~will not result in the payment of overtime. Each employee will be~~
22 ~~considered to have worked their regular schedule.~~

23 ~~E. — For shift exchanges that occur on an employee’s designated holiday, the~~
24 ~~employee who is regularly scheduled to work on that holiday will receive~~
25 ~~the holiday compensation, regardless of who physically worked on that day.~~

26 ~~F. — An employee will not receive shift premium pay under Article 42.19, Shift~~
27 ~~Premium, solely as a result of a shift exchange. Each employee will be~~

1 ~~considered to have worked their regular scheduled work shift for purposes~~
2 ~~of shift premium pay.~~

3 ~~G. — The failure of an employee, who has exchanged shifts, to work the agreed~~
4 ~~upon shift without appropriate cause may be a basis for disciplinary action~~
5 ~~or suspension of the ability to exchange shifts in the future.~~

6 ~~H. — Mental Health Technicians and Forensic Care Associates may exchange~~
7 ~~shifts as long as the employees qualify to work in positions for which the~~
8 ~~employees are requesting shift exchange. Licensed Practical Nurses and~~
9 ~~Psychiatric Security Nurses may exchange shifts as long as the employees~~
10 ~~qualify to work in positions for which the employees are requesting shift~~
11 ~~exchange.~~

12 ~~I. — Denials of shift exchanges are not subject to the grievance procedure under~~
13 ~~Article 29, Grievance Procedure, of the parties' Collective Bargaining~~
14 ~~Agreement.~~

15 ~~J. — Employees working in different classifications as provided in Subsection H.~~
16 ~~above will be considered to have worked their regular scheduled work shift~~
17 ~~for purposes of pay in Article 42.1, "GS" Pay Range Assignments.~~

18 ~~K. — The shift exchange system will not be used to circumvent the Bid System~~
19 ~~by significantly altering an employee's workweek or supervisory chain of~~
20 ~~command.~~

21 ~~**6.18 — Department of Transportation — Emergency Schedule Change**~~

22 ~~At the time DOT changes an employee's schedule in accordance with Article 6.3~~
23 ~~F, Emergency Schedule Changes, it will notify the employee that the change is an~~
24 ~~emergency schedule change. DOT will also provide the employee written notice~~
25 ~~that the schedule change is in accordance with Article 6.3 F, Emergency Schedule~~
26 ~~Changes. The written notice will be provided after the schedule change.~~

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

4 C. Work

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

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

16 D. Work does not include:

- 17 1. Shared leave
- 18 2. Leave without pay
- 19 3. Additional compensation for time worked on a holiday.
- 20 4. Time compensated as standby, callback, or any other penalty pay.

21 **7.2 Overtime-Eligibility and Compensation**

22 Employees are eligible for overtime compensation under the following
23 circumstances:

1 A. Full-time overtime-eligible employees who have prior approval and work
2 more than forty (40) hours in a workweek will be compensated at the
3 overtime rate. A part-time overtime-eligible employee will be paid at their
4 regular rate of pay for all work performed up to forty (40) hours in a
5 workweek and paid at the overtime rate for authorized work of more than
6 forty (40) hours in a workweek.

7 B. Full-time overtime-eligible shift employees who have prior approval and
8 work more than their scheduled shift will be compensated at the overtime
9 rate. A part-time overtime-eligible shift employee will be paid at their
10 regular rate of pay for all work performed up to forty (40) hours in a
11 workweek and paid at the overtime rate for authorized work of more than
12 forty (40) hours in a workweek.

13 ~~C. Overtime-eligible law enforcement employees, not receiving assignment~~
14 ~~pay for an extended work period, who have prior approval and work more~~
15 ~~than one hundred and sixty (160) hours in a twenty-eight (28) day period~~
16 ~~will be compensated at the overtime rate.~~

17 CD. Overtime-eligible employees who have prior approval and work overtime
18 as specifically defined in [Supplemental DOC Article 42](#), Compensation.

19 7.3 **Overtime Computation**

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

22 7.4 **General Provisions**

23 A. The Employer will determine whether work will be performed on regular
24 work time or overtime, the number of employees, the skills and abilities of
25 the employees required to perform the work, and the duration of the work.
26 The Employer will first attempt to meet its overtime requirements on a
27 voluntary basis with qualified employees who are currently on duty. Except
28 as provided in Section 7.6~~8~~, in the event there are not enough employees

1 volunteering to work, the supervisor may require employees to work
2 overtime. The Employer will not require any individual employee to work
3 four (4) or more hours of involuntary overtime on more than three
4 consecutive days unless emergent conditions exist.

5 B. If an employee was not offered overtime for which they were qualified, the
6 employee will be offered the next available overtime opportunity for which
7 they are qualified. Under no circumstances will an employee be
8 compensated for overtime that was not worked. There will be no
9 pyramiding of overtime.

10 7.5 Compensatory Time for Overtime-Eligible Employees

11 A. Compensatory Time Eligibility

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

17 B. Maximum Compensatory Time

18 Employees may accumulate no more than the maximum number of hours
19 of compensatory time allowed under the Federal Fair Labor Standards Act.

20 C. Compensatory Time Use

21 Employees must use compensatory time prior to using vacation leave,
22 unless this would result in the loss of their vacation leave. Compensatory
23 time must be used and scheduled in the same manner as vacation leave, as
24 in [Supplemental DOC](#) Article 11, Vacation Leave.

25 ~~D. Compensatory Time Cash Out~~

26 ~~1. Overtime Eligible Employees — (Excluding Center for Childhood~~
27 ~~Deafness and Hearing loss, Washington State School for the Blind,~~

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~~Department of Agriculture, Department of Corrections and Department of Transportation Employees).~~

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

- ~~a. Leaves state service for any reason,~~
- ~~b. Transfers to a position in their agency with different funding sources, or~~
- ~~c. Transfers to another state agency.~~

~~2. Overtime Eligible Employees Department of Transportation~~

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

- ~~a. Leaves state service for any reason,~~
- ~~b. Transfers to a position in their agency with different funding sources, or~~
- ~~c. Transfers to another state agency.~~

DE. Voluntary Cash Out

1 ~~7.6 Department of Agriculture Grain Inspection Program~~

2 ~~A. Any employee who works a double shift or returns from an emergency shift~~
3 ~~to their permanent shift, will be required to take eight (8) hours off for rest~~
4 ~~after such shifts. The employee will suffer no loss of regular straight time~~
5 ~~hourly earnings for any time missed during that rest period that otherwise~~
6 ~~would have been part of their regularly scheduled shift. Such employees~~
7 ~~will not be eligible for any overtime assignment or shift commencing during~~
8 ~~the eight (8) hour rest period.~~

9 ~~B. Shift extensions, early starts and occasions when lunch periods require~~
10 ~~overtime will be first offered to available employee(s) having the ability to~~
11 ~~perform the work and the lowest amount of overtime hours, who are on shift~~
12 ~~at the facility where the overtime occurs. The Employer will maintain an~~
13 ~~overtime tracking sheet which will be updated weekly and reset the first~~
14 ~~Wednesday of each quarter. For shift extensions in offices with multiple~~
15 ~~sites, employees having the lowest amount of overtime hours at any other~~
16 ~~site(s) serviced by that grain inspection office will be offered the~~
17 ~~opportunity to work the extension if they can complete their regular shift~~
18 ~~and travel to the extending site by the time the extension begins. Time~~
19 ~~traveled outside of scheduled shifts will not be paid time. If there still is not~~
20 ~~enough staff, employees on site may be required to work. Employees with~~
21 ~~less than forty (40) hours accumulated overtime in a month at the start of~~
22 ~~the shift may be required to work and will complete the shift or extension.~~
23 ~~Employees will finish any assignments for which they volunteer.~~

24 ~~C. The Employer will not require employees to work in excess of twenty (20)~~
25 ~~continuous hours of regular time and overtime.~~

26 ~~D. Those employees who do not desire to work overtime will not be required~~
27 ~~to do so beyond forty (40) cumulative overtime hours each month, except~~
28 ~~as provided in Subsection 7.6 E, below. However, at export shipping~~
29 ~~operations scheduled on a regular Monday through Friday basis, when staff~~

1 ~~is required on weekends to provide inspection and weighing services for~~
2 ~~grain being loaded onto export vessels, a minimum of three (3) permanent~~
3 ~~employees licensed to perform key duties, (any combination of inspectors,~~
4 ~~protein operators, and grain sampler weighers), will be offered the work~~
5 ~~before on-call employees are used. The minimum of three (3) permanent~~
6 ~~employees does not apply to the Aberdeen facility. The Aberdeen facility~~
7 ~~will be staffed with a minimum of two (2) permanent employees.~~

8 ~~E. An employee with more than forty (40) hours of accumulated overtime in a~~
9 ~~month may be required to extend a current shift for not more than four (4)~~
10 ~~hours in order to assure service delivery not more than once per month.~~
11 ~~However, hours that an employee is required to work under this paragraph~~
12 ~~will be credited to the employee's forty (40) hour limit in the following~~
13 ~~month.~~

14 ~~F. An employee working within the Grain Program with less than forty (40)~~
15 ~~hours accumulated overtime in a month may be excused from an~~
16 ~~involuntary overtime assignment once per month; provided the excused~~
17 ~~overtime assignment does not interrupt service delivery and employees~~
18 ~~possessing the required skills and abilities of the excused position(s) are~~
19 ~~available.~~

20 ~~**7.7 Department of Transportation (DOT)**~~

21 ~~A. Overtime opportunities will be offered whenever and wherever possible on~~
22 ~~a straight rotational basis. Each superintendent or equivalent and employees~~
23 ~~will confer and mutually determine, for normal areas of responsibility, the~~
24 ~~employees on a specific rotation list(s). Employees will be placed on a~~
25 ~~rotation list in order of continuous DOT service. The rotation list will be~~
26 ~~kept current and posted in each facility. The Employer and employees will~~
27 ~~share the responsibility for keeping the list(s) current.~~

28 ~~B. Overtime will be offered first to all bargaining unit employees on the~~
29 ~~rotation list, then to any qualified employee. Documented attempts to~~

~~contact an employee constitutes an offer. Overtime will be offered to employees who are qualified to do the work, regardless of classification. Overtime that extends a shift will be offered first to qualified employees on that shift and preferably, to the employee(s) currently performing the work. Shift extensions do not count as an overtime opportunity.~~

~~C. The parties recognize and agree that in cases of operational necessity, public safety, and/or efficient delivery of public services, that it may be necessary for the Employer to deviate from the straight rotation process.~~

~~D. In the event the Employer deviates from the straight rotation process, the Employer will explain to affected employees the reason for the deviation. The Employer will also take necessary actions to correct missed opportunities by skipping in the next rotation those employees who were called out of sequence.~~

~~E. Bargaining unit supervisors and/or designees, making or receiving work-related calls at home, will be compensated for a minimum of one half (1/2) hour for the time worked. Callback is not authorized for this work.~~

7.68 Department of Corrections, Department of Social and Health Services, Department of Children, Youth, and Families, and Department of Veterans Affairs Institutions – Overtime-eligible shift employees employed at Department of Corrections Re-entry Centers, ~~or at an institution within the Department of Social and Health Services, or within an institution or community facility at the Department of Children, Youth, and Families, or the Department of Veterans Affairs.~~

When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e. the employee with the greatest seniority has worked their required overtime. The updated inverse order list for involuntary overtime shall be

1 provided at least once each day and posted on each facility's on-line portal or an
2 easily accessible location.

3 A. An employee who volunteers and works an overtime shift prior to an
4 involuntary overtime assignment will have their name removed from the
5 overtime rotation for that cycle.

6 B. An employee may be excused from an involuntary overtime assignment one
7 (1) time per month. An excuse from involuntary overtime is for the
8 following shift regardless if the involuntary overtime list has been re-
9 established.

10 C. An employee will not be required to work an involuntary overtime after
11 working a regular shift prior to an approved vacation leave day.

12 D. Once confirmed, an employee who is required to work an involuntary
13 overtime will be notified as soon as possible.

14 E. The employer will not require any individual employee to work more than
15 two (2) consecutive days of involuntary overtime unless emergent
16 conditions exist as determined by the Appointing Authority or designee. A
17 day of overtime will be considered four (4) hours or more.

18 An employee who is excused from working overtime under Subsection
19 7.8 Subsection B or 7.8 7.6 C above will be the first to be called when an involuntary
20 overtime assignment is required and the employee is on a scheduled workday.

21 **7.79 Department of Corrections Re-entry Centers – Voluntary Overtime**

22 Correctional Officers and Sergeants employed at Re-entry Centers:

23 When the Employer determines that overtime is necessary at a re-entry center, the
24 Employer will identify the number of positions requiring overtime, the duration of
25 such overtime, and the qualifications, skills and abilities of the employees required
26 to perform the work. Overtime will be assigned as voluntary pre-scheduled,
27 voluntary unscheduled (daily) or involuntary.

A. Voluntary ~~Pre-Scheduled~~ Overtime:

The agency will maintain a list of all Correctional Officers ~~and Sergeants~~ in order of seniority. Correctional Officers ~~and Sergeants~~ will have the opportunity to sign up by day and shift for possible overtime opportunities. A standard approved voluntary overtime sign-up list for each day and each shift will be posted by the fifteenth day of the preceding month. Voluntary ~~prescheduled~~ overtime will be assigned on Monday for all known overtime opportunities for the week beginning the following Monday. If Monday is a holiday, the prescheduled overtime assignments will be made on the next regular work day. Assignment to pre-scheduled overtime will begin at the top of the list of volunteers and proceed down in order of seniority except as outlined below:

1. Employees who do not meet the qualifications, skills and abilities for the position requiring the overtime will not lose their place in order on the list.
2. When an employee accepts or declines a pre-scheduled overtime assignment, it will be noted on the list, and they will not be eligible until a new cycle begins.
3. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list. Telephone calls placed to employees who are off duty will not be considered as time worked.
4. When the Employer has filled the overtime shifts with all available Correctional Officers, the above article will be applied for filling the remaining voluntary overtime shifts with Sergeants.
5. When the Employer has exhausted the voluntary overtime list to fill the overtime shifts with all available Correctional Officers and Sergeants, management will attempt to fill the remaining overtime

1 shifts with a voluntary qualified employee within the bargaining
2 unit.

3 A new cycle begins when any of the following occurs:

4 4. ~~The beginning of each odd numbered month (January, March, May~~
5 ~~etc.); or~~

6 5. There are no qualified volunteers on the list; or

7 6. All volunteers on the list have either accepted or declined the
8 opportunity; or

9 7. The remaining volunteers cannot be contacted.

10 ~~B. Voluntary Unscheduled Overtime:~~

11 ~~The Employer will ask for volunteers among employees on shift in the order of~~
12 ~~seniority. If there are insufficient volunteers, management may assign~~
13 ~~involuntary overtime in accordance with Section 7.8Section 7.6.~~

14 B. Overtime will be approved using the following steps:

15 1. On-Call officers first until they have 40 hours of scheduled time on
16 shift

17 2. If vacancy still exists use the voluntary sign-up list

18 3. If no volunteers are available or there are more vacancies than
19 volunteers – offer staff on shift in order of seniority

20 4. If vacancy still exists after exhausting voluntary overtime list a
21 Sergeant may volunteer to cover the shift for overtime

22 5. If vacancy still exists – Involuntary Overtime is assigned to on shift
23 employees per CBA subsection 7.6. Involuntary overtime is assigned
24 in inverse order of seniority

25 6. If vacancy still exists a CCO assigned to the Reentry Center with the
26 vacancy may volunteer to cover the shift for overtime outside of
27 scheduled working hours

1 7. If vacancy still exists after exhausting involuntary overtime shift with
2 a Correctional Officer a Sergeant will cover the shift as involuntary
3 overtime

4 8. If vacancy still exists fill shift with Reentry Division staff who have
5 completed CORE or CCOA who volunteer on a first come first serve
6 basis (all call to include CO2, CO3, CCO, and specialists in the reentry
7 division) for surrounding counties

8 9. If vacancy still exists fill shift with Community Corrections Division
9 staff who have completed CORE or CCOA who volunteer on a first come
10 first serve basis for surrounding counties

11 ~~7.10 — Department of Social and Health Services and the Department of Children,~~
12 ~~Youth, and Families — Institutions and State Operated Living Alternative~~
13 ~~(SOLA)~~

14 ~~Each institution, community facility and SOLA will meet and negotiate a process~~
15 ~~for distribution of overtime.~~

16 ~~7.11 — Washington State Patrol~~

17 ~~Any employee who works beyond their regularly scheduled shift as part of the~~
18 ~~Crime Scene Response Team (CSRT), will work with their supervisor to determine~~
19 ~~an appropriate rest period. The employee will suffer no loss of regular straight time~~
20 ~~hourly earnings for any time missed during the approved rest period that would~~
21 ~~have been part of their regularly scheduled shift.~~

22 ~~If a CSRT employee works beyond their regularly scheduled shift and is required~~
23 ~~to testify in court during the employee's next regularly scheduled shift, the~~
24 ~~employee will be required to appear in court. At the conclusion of their testimony~~
25 ~~the employee will work with their supervisor to organize a rest period if the~~
26 ~~employee deems it necessary.~~

27 ~~If a rest period is taken, the employee will not be eligible for any overtime~~
28 ~~assignment or shift commencing during the agreed upon rest period.~~

1 union stewards who attend the training during their scheduled work shift.
2 Union stewards who attend the training during their non-work hours will
3 not be compensated. The parties will agree on the date, time, number and
4 names of stewards attending each session.

5 **8.4 Tuition Reimbursement**

6 A. Agencies may approve full or partial tuition reimbursement, consistent with
7 agency policy and within available resources.

8 B. Agencies will reimburse eligible employees who provide proof of
9 satisfactory completion of a course that was previously approved for tuition
10 reimbursement.

11 C. Agency funds expended for tuition reimbursement will be limited to tuition
12 or registration fees, and will not include textbooks, supplies or other school
13 expenses, except in accordance with agency policy.

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

19 **8.5 Education and Training Requests**

20 The agency may provide employees trainings and/or courses qualifying for
21 certification and recertification required for the employee's permanent position as
22 determined by the agency and identified in Policy and/or position description.
23 When such training does not occur, with prior approval by the appointing authority,
24 the agency agrees to provide reimbursement for successful completion of approved
25 courses necessary to maintain required licenses or certifications required for the
26 employee's permanent position.

1 All education and training requests will be approved or disapproved within fifteen
2 (15) ~~thirty (30) business calendar~~ days from the submission of a properly completed
3 request. If a request is denied, the Employer will provide a reason for the denial to
4 the employee. Upon request, the Employer will provide the reason for the denial in
5 writing.

6 **8.6 Training Records**

7 A. Employees may request a copy of their training record. The Employer will
8 provide either a hard copy or electronic access to their training record. If an
9 employee provides documentation to the Employer of work-related training
10 it will be recorded in the training record or the employee personnel file.

11 B. At the time of permanent layoff employees will be provided an opportunity
12 to submit documentation of successfully completed training to be
13 considered.

14 **8.7 Apprenticeship Programs**

15 A. The Employer will continue to participate in apprenticeship programs in
16 accordance with the rules of the Joint Apprenticeship Training Council and
17 establishments, modifications, or abolishments to the operation of the
18 programs may be made pursuant to the Council's guidelines or rules.

19 B. An employee who accepts a position within the apprenticeship program will
20 be required to successfully complete the entire apprenticeship program
21 before attaining permanent status.

22 C. At least fourteen (14) calendar days prior to entering into an apprenticeship
23 program, the employee must notify their Appointing Authority of the intent
24 to accept an appointment into an apprenticeship program. Upon notification
25 of the employee's intent, the employee's permanent agency will notify the
26 employee, in writing, of any return rights to the agency and the duration of
27 those return rights. At a minimum, the agency must provide the employee
28 access to the agency's internal layoff list. For those employees who do not

1 have return rights to the agency, the provisions of [Subsection 8.7](#) D, below
2 apply.

3 D. An apprenticeship appointment may be terminated by either the employee
4 or Employer with five (5) working days notice. If the Employer fails to
5 provide five (5) working days' notice, the separation will stand and the
6 employee will be entitled to payment of salary for up to five (5) working
7 days, which the employee would have worked had notice been given. Under
8 no circumstance will notice deficiencies result in an employee gaining
9 status in the apprenticeship program.

10 1. An employee serving an apprenticeship may voluntarily revert to
11 their former position within fifteen (15) days of the apprenticeship
12 appointment, provided that the position has not been filled or an
13 offer has not been made to an applicant. An employee serving in an
14 apprenticeship appointment may voluntarily revert at anytime to a
15 funded permanent position in the same agency that is:

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

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

20 The reversion option, if any, will be determined by the Employer
21 using the order listed above. In both [Subsections 8.7](#) (D)(1)(a) and
22 (b) above, the Employer will determine the position the employee
23 may revert to and the employee must have the skills and abilities
24 required for the position. If possible, the reversion option will be
25 within a reasonable commuting distance for the employee.

1 2. If an apprenticeship appointment ends by the Employer, the
2 employee may revert to a funded permanent position in the same
3 agency that is:

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

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

8 The option, if any, will be determined by the Employer using the
9 order listed above. In both [Subsections 8.7](#) (D)(2)(a) and (b) above,
10 the Employer will determine the position the employee may revert
11 to and the employee must have the skills and abilities required for
12 the position. If possible, the option will be within a reasonable
13 commuting distance for the employee.

14 3. An employee who has no reversion options or does not revert to the
15 highest classification in which they previously attained permanent
16 status may request that their name be place on the agency's internal
17 layoff list for positions in job classifications where they previously
18 attained permanent status. The separation of an employee during
19 their apprenticeship appointment will not be subject to the grievance
20 procedure in [DOC Supplemental](#) Article 29, Grievance Procedure.

21 **8.8 Developmental Job Assignments**

22 A. Employers may make the following planned training assignments for
23 employee career development without incurring reallocation or
24 compensation obligations:

25 1. Performance of responsibilities outside the current job class on a
26 time-limited basis.

27 2. Intra-agency rotational or special project assignments.

1 B. The Employer and the employee must agree in writing to the assignment in
2 advance, including time limits, which will not exceed more than twelve (12)
3 months. If an employee's request for a developmental job assignment is
4 denied, an explanation will be provided to the employee. The decision is
5 final and is not subject to [Supplemental DOC Article 29](#), Grievance
6 Procedure.

7 C. The Employer may not fill a vacant position as a developmental job
8 assignment.

9 ~~**8.9 — Parks and Recreation Commission**~~

10 ~~The agency will provide a minimum of fifty (50) hours of law enforcement training~~
11 ~~per year for armed park rangers and forty (40) hours for unarmed park rangers with~~
12 ~~twenty-four (24) hours delivered at an annual in-service training. In the event that~~
13 ~~the Employer decides to change the format of the training from in-service to an~~
14 ~~alternative, it will meet and negotiate with the Union.~~

15 ~~**8.10 — Department of Licensing — Driver Services Hearings and Interview Unit**~~

16 ~~The Driver Services Hearings and Interviews Unit will continue to apply for~~
17 ~~continuing legal education credits with the Washington State Bar Association for~~
18 ~~agency sponsored programs.~~

19 ~~**8.911**~~ **Workplace Safety Training**

20 The Employer will ensure tailored active threat awareness and preparedness

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SECTION 7
SUPPLEMENTAL DOC ARTICLE 11
VACATION LEAVE

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

11.2 Vacation Leave Credits

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

11.3 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in [Section 11.4](#), below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)

During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

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2 ~~11.5 — Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind,~~
3 ~~Center for Deaf and Hard of Hearing Youth; and Department of~~
4 ~~Corrections)~~

5 ~~A. — Employees, except for LPN’s working at Yakima Valley School, who work~~
6 ~~in operations that are twenty four (24) hours, seven (7) days a week, may~~
7 ~~submit in writing to their supervisor their preferences for different segments~~
8 ~~of vacation for the period March 1 of the current year through the end of~~
9 ~~February of the next year. LPN’s who work at Yakima Valley School may~~
10 ~~submit in writing to their supervisor their preferences for different segments~~
11 ~~of vacation for the period~~

12 ~~May 1 of the current year through the end of April of the next year. The~~
13 ~~Employer will compile and post a vacation leave schedule. Employees on~~
14 ~~this schedule will have priority and will be granted vacation leave at the~~
15 ~~times specified, if possible.~~

16 ~~B. — Employees will not be granted more than four (4) segments during the~~
17 ~~annual vacation scheduling process. In the event that two (2) or more~~
18 ~~employees request the same vacation period and the supervisor must limit~~
19 ~~the number of people who may take vacation leave at one time due to~~
20 ~~business needs and work requirements, preference will be determined by~~
21 ~~seniority for up to four (4) segments of vacation. A “segment” is three (3)~~

1 ~~or more contiguous days of vacation leave except that the denial of one (1)~~
2 ~~or more days within a requested segment shall not result in the remaining~~
3 ~~approved days counting as more than one (1) segment. Should any portion~~
4 ~~of a segment that was originally denied due to the business needs or work~~
5 ~~requirements become available, it will first be awarded by seniority to those~~
6 ~~who were originally denied.~~

7 ~~C. In addition to vacation leave approved in Subsection 11.5 B above,~~
8 ~~employees may request vacation leave at any time on a first come, first~~
9 ~~served basis. Approval of supplemental requests will take into consideration~~
10 ~~the annual vacation leave schedule, which will take precedence, as well as~~
11 ~~operational needs.~~

12 ~~D. Employee Initiated Cancellations~~

13 ~~Employee requested cancellations of any portion of an approved scheduled~~
14 ~~vacation segment must be submitted in writing no later than fourteen (14)~~
15 ~~calendar days in advance of their scheduled vacation. The request is subject~~
16 ~~to approval by the Employer.~~

17 **11.56 Department of Corrections Re-entry Centers – Vacation Scheduling**

18 A. Employees who work in operations that are twenty-four (24) hours, seven
19 (7) days a week, may submit in writing to their supervisor their preferences
20 for different segments of vacation for the period March 1 of the current year
21 through the end of February of the next year. Such requests must be
22 submitted no later than February 1. The Employer will compile and post a
23 vacation leave schedule. Employees on this schedule will have priority and
24 will be granted vacation leave at the times specified, if possible.

25 B. Employees will be granted no more than four (4) segments during the
26 annual vacation scheduling process. In the event that two (2) or more
27 employees request the same vacation period and the supervisor must limit
28 the number of people who may take vacation leave at one time due to
29 business needs and work requirements, preference will be determined by

1 seniority for up to four (4) segments of vacation. A “segment” is three (3)
2 or more contiguous days of vacation leave.

3 C. In addition to vacation leave approved in ~~Subsection 11.6~~[Subsection 11.5](#)
4 B above, employees may request vacation leave at any time on a first come,
5 first served basis. Approval of supplemental requests will take into
6 consideration the annual vacation leave schedule, which will take
7 precedence, as well as operational needs.

8 D. Employee Initiated Cancellations

9 1. Employee requested cancellations of any portion of an approved
10 scheduled vacation segment must be submitted in writing no later
11 than fourteen (14) calendar days in advance of their scheduled
12 vacation. The request is subject to approval by the Employer.

13 2. The Employer will post the newly available vacation segment for
14 seven (7) calendar days to allow employees to express written
15 interest in the segment. If two (2) or more employees express an
16 interest in the vacation segment, it will be awarded to the most senior
17 employee.

18 **~~11.6~~ 11.67 Vacation Scheduling for All Employees**

19 A. Vacation leave will be charged in one-tenth (1/10) of an hour increments.

20 B. When considering requests for vacation leave, the Employer will take into
21 account the desires of the employee but may require that leave be taken at
22 a time convenient to the employing office or department.

23 C. Except as provided for in [Sections 11.5](#) ~~and 11.6~~, the Employer will
24 respond to employee vacation leave requests as soon as possible but,
25 no later than ten (10) calendar days from the date of the request. If
26 the Employer fails to respond within ten (10) calendar days, the
27 employee may notify the local Human Resources Office.

1 D. Vacation leave for religious observances may be granted to the
2 extent agency or program requirements permit.

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

6 F. When two (2) or more employees submit a request on the same day
7 for the same vacation days off, if the Employer approves leave, it
8 will be based on seniority. The Employer will consider the required
9 skills and abilities needed to meet business needs. Previously
10 approved leave will not be cancelled in order to grant leave to a
11 senior employee.

12 **11.78 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 **11.89 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 [Section 18.14](#), Military Family
18 Leave.

19 **11.910 Domestic Violence Leave**

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

22 **11.101 Vacation Cancellation – Employer Initiated**

23 Should the Employer be required to cancel scheduled vacation leave because of an
24 emergency or exceptional business needs, affected employees may select new
25 vacation leave from available dates. In addition, in those cases where an employee
26 will not have sufficient vacation leave to cover the absence at the time it is

1 scheduled to commence, the Employer may cancel the approved vacation or
2 authorize leave without pay.

3 **11.11~~2~~3 Vacation Leave Maximum**

4 Employees may accumulate maximum vacation balances not to exceed the
5 statutory limits in accordance with [RCW 43.01.040](#) (currently two hundred-~~forty~~
6 ~~eighty~~ (2~~80~~40) hours). However, there are two (2) exceptions that allow vacation
7 leave to accumulate above the maximum:

8 A. If an employee's request for vacation leave is denied by the Appointing
9 Authority or designee, and the employee has not exceeded the vacation
10 leave maximum (currently two hundred-~~eighty~~forty (2~~80~~40) hours), the
11 Employer shall grant an extension for each month that the Employer defers
12 the employee's request for vacation leave.

13 B. An employee may also accumulate vacation leave days in excess of the
14 statutory limit (currently two hundred-~~eighty~~forty (2~~80~~40) hours) as long as
15 the employee uses the excess balance prior to their anniversary date. Any
16 leave in excess of the maximum that is not deferred in advance of its accrual
17 as described above, will be lost on the employee's anniversary date.

18 **11.12~~3~~ Separation**

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

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

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

1 **20.3** The agency will form joint safety committees in accordance with the Washington
2 Industrial Safety and Health Act (WISHA) requirements at each permanent work
3 location where there are eleven (11) or more employees.

4 **20.4** Safety committees will consist of employees selected by the Union and Employer-
5 selected members. The number of employees selected by the Union 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 Union 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 In those cases where the Union has attempted to provide union-designated
14 representatives for a safety committee and has been unable to do so, the Union may
15 contact the agency to request assistance in providing notice of safety committee
16 nominations. If the Union is still unable to provide representatives to the Employer,
17 then the Employer and the Union together will hold an election and will appoint
18 those elected representatives. If the Union is still unable to provide representatives
19 to the Employer, the Employer may appoint volunteers who have been elected and
20 are willing to serve until the Union designates safety committee representatives.

21 **20.5** The Employer will follow its practices regarding blood-borne pathogens.

22 **20.6** When an employee(s) worksite is impacted by a critical incident the Employer will
23 provide the employee(s) with an opportunity to receive a critical incident debriefing
24 from the Employee Assistance Program (EAP) or other sources available to the
25 agency.

26 **20.7** If the Employer determines employees have been exposed to a serious
27 communicable disease in the course of their official duties, the employee may be
28 granted paid administrative leave to seek testing and treatment.

1 **20.8 Ergonomic Assessments**

2 At the request of the employee, the Employer will ensure that an ergonomic
3 assessment of the employee’s work station is completed. Solutions to identified
4 issues/concerns will be implemented within available resources.

5 **20.9 Air Quality Assessments**

6 Air quality concerns brought to the Safety Committee will be evaluated and
7 processed in accordance with Section 20.4, above.

8 **20.10 Community Corrections and Reentry Security Advisory Committee**

9 The Employer and the Union agree that addressing employee security concerns is
10 an important factor in operating safe Offices and Reentry Centers. Therefore, the
11 Union and the Employer will cooperate in the endeavor to address employee
12 security concerns through the Community Corrections and Reentry security
13 advisory committee.

14 The security advisory committee will:

- 15 1. Meet at least Quarterly;
- 16 2. Review submitted security concerns and suggestions;
- 17 3. Evaluate security concerns and suggestions and make recommendations to
18 correct identified unsafe conditions or practices;
- 19 4. Document action taken or progress on individual security concerns and
20 suggestions;
- 21 5. Provide feedback when requested on security related policies and procedures;
- 22 6. Forward recommendations to the appropriate assistant Secretary for review and
23 action as necessary;
- 24 7. Take minutes and keep them on file.

1 **20.110** A. The Employer will provide sufficient staff for the transportation of
2 ~~offenders~~ incarcerated/supervised individuals in a safe manner in
3 accordance with agency policy.

4 B. The Employer will continue to provide controlled environments and the use
5 of safety glass in its field offices for the safety of staff.

6 C. The Employer will offer training to enhance staff's proficiency at detecting
7 potential risk and dangerous situations. The Employer will also offer
8 training on active threats and techniques of de-escalation.

9 D. The parties agree to maintain and utilize the Community Corrections
10 Division Security Advisory Committee to evaluate and propose solutions to
11 improve the operational safety of staff performing the work of community
12 corrections.

13 E. The parties commit to work together within the term of this agreement to
14 find a shared solution to the real-time monitoring concern.

15 F. Employees without arrest authority will be provided an opportunity to be
16 trained in self-defense on an annual basis.

17 G. The parties commit to work together on solutions related to workplace
18 safety.

19

1 **21.4 Firearms Training and Ammunition**

2 The following groups are authorized to complete two (2) hours of firearm practice
3 monthly including care and cleaning of firearms. Monthly firearms practice will be
4 conducted by Department certified firearms instructors and will be scheduled by
5 the firearms training specialist. Staff will be provided with two hundred (200)
6 rounds of ammunition at these practices.

7 A. Community Corrections Officer and Corrections Specialist positions filled
8 by employees hired into those job classes on or after July 1, 2023, who are
9 required to carry and use a firearm in the performance of their official
10 duties; and

11 B. Community Corrections Officers and Corrections Specialists hired before
12 July 1, 2023 who have selected and are otherwise authorized to be armed.

13 **21.5 Safety Footwear**

14 The Employer will determine the positions that are required to wear safety footwear
15 as essential Personal Protective Equipment (PPE). Employees who are required to
16 wear safety footwear as essential PPE will receive a biennial allowance of two
17 hundred twenty-five dollars (\$225.00) to be used for the purchase of safety
18 footwear in accordance with agency policy.

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/ 8/1/2024

 /s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

1 Omnibus Transportation Employee Testing Act of 1991. The testing
2 shall be conducted in accordance with agency policy, and subject to
3 the provisions of this Article.

4 2. In addition, employees who perform other safety-sensitive functions
5 are subject to pre-employment, post-accident, post-firearm shooting
6 incidents, and reasonable suspicion testing, conducted according to
7 agency policy. A blood test ~~will~~may be administered for post-
8 shooting testing.

9 For purposes of this Article, employees who perform other safety-
10 sensitive functions are those employees eligible to be issued
11 firearms (Community Corrections Officers, Corrections Specialists
12 and Corrections Officers) and those licensed health care
13 professionals who administer or dispense medications as a part of
14 their job duties.

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

22 E. Reasonable Suspicion Testing – All Employees

23 1. Standards

24 Reasonable suspicion testing for alcohol, cannabis or controlled
25 substances may be directed by the Employer for any employee when
26 there is reason to suspect that alcohol, cannabis or controlled
27 substance usage may be adversely affecting the employee's job

1 performance or that the employee may present a danger to the
2 physical safety of the employee or another.

3 2. Specific Objective Grounds

4 Specific objective grounds must be stated in writing that support the
5 reasonable suspicion. Examples of specific objective grounds may
6 include, but are not limited to:

7 a. Physical symptoms consistent with alcohol, cannabis, or
8 controlled substance use;

9 b. Evidence or observation of alcohol, cannabis, or controlled
10 substance use, possession, sale, or delivery; or

11 c. The occurrence of an accident(s) where a trained manager,
12 or supervisor suspects alcohol, cannabis, or controlled
13 substance use may have been a factor.

14 3. Referral

15 Referral for testing will be made on the basis of specific objective
16 grounds documented by a manager or supervisor who has attended
17 the training on detecting the signs/symptoms of being affected by
18 controlled substances, cannabis, and/or alcohol. The appointing
19 authority or designee must approve the testing.

20 4. Testing

21 When reasonable suspicion exists, employees must submit to
22 alcohol, cannabis, and/or controlled substance testing when required
23 by the Employer. A refusal to test is considered the same as a
24 positive test. When an employee is referred for testing, they will be
25 removed immediately from duty and transported to the collection

1 site. The cost of reasonable suspicion testing, including the
2 employee's salary will be paid by the Employer.

3 5. Testing Procedures

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

13 6. Positive Test Result

14 A positive test result will be defined as any result qualifying as
15 legally intoxicated under Department of Transportation standards.
16 Except as provided in [Section 22.2](#), an employee who has a positive
17 alcohol, cannabis, and/or controlled substance test may be subject to
18 disciplinary action, up to and including dismissal.

19 F. Training

20 Training will be made available to managers, supervisors, and Union
21 Stewards. The training will include:

- 22 1. The elements of the Employer's Drug and Alcohol Free Workplace
23 Program;
- 24 2. The effects of drugs and alcohol in the workplace;
- 25 3. Behavioral symptoms of being affected by controlled substances,
26 cannabis, and/or alcohol; and

1 4. Rehabilitation services available.

2 **22.2 All Employees – Voluntary Request for Assistance**

3 A. An employee may request assistance for a drug or alcohol problem and will
4 be afforded an opportunity to seek assistance from the Employee Assistance
5 Program or other Agency-recognized assistance program. If the assistance
6 is requested prior to the employee providing a sample pursuant to testing,
7 the employee will not be subject to discharge, unless other circumstances
8 warrant such action.

9 B. Assessment and Treatment

10 Any employee subject to [Subsection 21.1](#) D and E will be relieved from
11 duty and placed on sick leave, vacation leave, or leave without pay pending
12 completion of any initial chemical dependency assessment and successful
13 completion of any in-patient chemical dependency rehabilitation certified
14 by the Department of Health, Health Services Quality Assurance Division.
15 If the assessment results in a recommendation for an out-patient treatment
16 program, the employee will enter into a return to work agreement before
17 being allowed to return to work. An employee will be discharged if they
18 refuse to participate in or successfully complete any state certified program.

19 C. Return to Work

20 For any employee subject to [Subsection 21.1](#) D and E, above, upon
21 returning to work after entering an out-patient program or successfully
22 completing an in-patient rehabilitation program, the employee will be
23 subject to random testing for a period of one (1) year. If the employee tests
24 positive for drugs/alcohol during this period they will be discharged.

1 D. Release of Information

2 Employees subject to [Subsection 21.1](#) D and E above who are participating
3 in such treatment will agree to provide the Employer with a release of
4 medical information sufficient to ensure the employee’s compliance with
5 the requirements of the rehabilitation program.

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/ 6/18/2024

 /s/ 6/18/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

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ARTICLE 25
COMMUTE TRIP REDUCTION AND PARKING

25.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

25.2 Agencies will provide commute trip reduction incentives consistent with agency policies and within available resources.

25.3 During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of July 31, 2010.

25.4 The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#).

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

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

Specifically, travel for the 2023-25 contract will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;
2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;

1 D. A traditional element of just cause requires discipline to be imposed in a
2 timely manner balancing the need for thorough investigations. Except for
3 conditions outlined below, investigations will be completed no later than
4 six (6) calendar months from the date an employee is notified they are the
5 subject of an investigation. However, the Employer may extend the
6 investigation to a maximum of twelve (12) calendar months provided the
7 Employer gives written notice to the Union and the employee explaining
8 the reason for the extension.

9 The time limits provided in this Section shall not apply when one (1) of the
10 following occurs:

11 1. The employee and/or the Union is unavailable or incapacitated;

12 2. The Union or employee waives the timelines in writing;

13 3. The investigation is conducted by an outside law enforcement agency;

14 4. The investigation involves a criminal matter; or

15 5. The investigation requires coordination with another outside agency or
16 entity.

17 6. The complexity of the investigation does not allow for completion within
18 12 months as determined by the Employer.

19 E. At the conclusion of the investigation, an employee who is the subject of an
20 investigation will be informed of the findings in writing and receive, at the
21 employee's request, one (1) free copy of the investigation through Public
22 Disclosure unless a copy is provided in accordance with [Section 27.7](#). The
23 copy will be redacted as required by applicable law.

1 **27.5 Investigatory Interviews**

2 A. Upon request, an employee has the right to a union representative at an
3 investigatory interview called by the Employer, if the employee reasonably
4 believes discipline could result. An employee may also have a union
5 representative at a pre-disciplinary meeting. If the requested representative
6 is not reasonably available, the employee will select another representative
7 who is available. Employees seeking representation are responsible for
8 contacting their representative. The role of the union representative in an
9 interview is to provide assistance and counsel the employee. The exercise
10 of rights in this Article must not interfere with the Employer’s right to
11 conduct the investigation.

12 B. All interviews shall be limited in scope to activities, circumstances, events,
13 conduct or acts which pertain to the incident which is subject to the
14 investigation. Nothing in this Section shall prohibit the Employer from
15 questioning the employee about information which is discovered during the
16 course of the interview.

17 C. Employees have a duty to cooperate with a department investigation and to
18 answer all relevant and material questions, provided, employees retain the
19 rights afforded to them by the Constitution of the United States and the State
20 of Washington, as well as all of the protections of the statutes of Washington
21 State and this Collective Bargaining Agreement. Employees will answer all
22 questions fully and honestly.

23 D. Pursuant to an order by the Employer to answer and after providing the
24 employee with their Garrity rights, employees that refuse to answer any
25 questions may be subject to discipline, up to and including termination of
26 employment.

27 E. If an investigator requests that an employee sign a statement, the employee
28 may review the statement and submit corrections, if any. The employee will

1 sign the statement to acknowledge its accuracy when no corrections are
2 necessary or when the investigator revises the statement to accept the
3 employee's corrections. Employees who are the subject of an investigatory
4 interview will be informed of the general nature of the allegation(s) before
5 the employee is asked to respond to questions concerning the allegation(s).

6 F. In accordance with Subsection 31.6 A, adverse material or information
7 related to alleged misconduct that is determined to be false and all such
8 information in situations where the employee has been fully exonerated of
9 wrongdoing will be removed from the employee's personnel file.

10 **27.6 Alternative Assignments**

11 An employee accused of misconduct will not be removed from their existing work
12 assignment unless there is a safety/security concern, including a concern due to any
13 allegation that involves a conflict between staff. An employee placed on an
14 alternate assignment during an investigation will be informed of the general
15 reason(s) for the alternative assignment, unless it would compromise the integrity
16 of the investigation, and will not be prohibited from contacting their union steward
17 unless there is a conflict of interest, in which case the employee may contact another
18 union steward. Unless prohibited by law, an employee will be returned to their work
19 assignment as soon as the Appointing Authority determines the safety/security
20 concern no longer exists, even if the investigation is still ongoing.

21 Any employee assigned to home as a result of an investigation, and who would
22 otherwise be available to work, will be placed and maintained on paid leave for the
23 duration of the home assignment.

24 This does not preclude the Employer from restricting an employee's access to
25 agency premises. Upon completion of the investigation process(es), the employee
26 will be notified in writing.

1 **27.7 Pre-Disciplinary Meetings**

2 Prior to imposing discipline, except oral or written reprimands, the Employer will
3 inform the employee of the reasons for the contemplated discipline, to include
4 potential policy violations. The Employer will provide a copy of the pre-
5 disciplinary notice and the investigation to the employee and the Union. This
6 information will be sent to the Union on the same day it is provided to the employee.
7 The employee will be provided an opportunity to respond either at a meeting
8 scheduled by the Employer, or in writing if the employee prefers.

9 A pre-disciplinary meeting with the Employer will be considered time worked. The
10 employee may have a union representative at the pre-disciplinary meeting. If the
11 union representative of their choosing is not reasonably available, the employee
12 will select another representative who is available. At the conclusion of the pre-
13 disciplinary meeting, the Appointing Authority will inform the employee of the
14 anticipated timeframe in which a decision is expected to be issued. If that timeframe
15 will be longer, the Appointing Authority/designee will notify the employee and the
16 Union. Excluding oral and written reprimands, the Union will be provided copies
17 of disciplinary actions.

18 **27.8** The Employer will provide an employee with fifteen (15) calendar days' written
19 notice prior to the effective date of a reduction in pay.

20 **27.9** The Employer has the authority to impose discipline, which is then subject to the
21 grievance procedure set forth in [Supplemental DOC Article 29](#), Grievance
22 Procedure. Oral reprimands, however, may be processed only through the agency
23 head step of the grievance procedure.

24 **27.10** An employee will be allowed to view resolution requests filed by an
25 ~~offender~~[incarcerated/supervised individual](#), which allege staff misconduct
26 pertaining to the employee. If the employee requests, the employee will be notified
27 of the eventual outcome of the alleged staff misconduct resolution request.

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SECTION 156
SUPPLEMENTAL DOC ARTICLE 29
GRIEVANCE PROCEDURE

4 **29.1** The Union and the Employer agree that it is in the best interest of all parties to
5 resolve disputes at the earliest opportunity and at the lowest level. The Union and
6 the Employer encourage problem resolution between employees and management
7 and are committed to assisting in resolution of disputes as soon as possible. In the
8 event a dispute is not resolved in an informal manner, this Article provides a formal
9 process for problem resolution.

10 **29.2 Terms and Requirements**

11 A. Grievance Definition

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

16 B. Filing a Grievance

17 Grievances may be filed in accordance with Section 29.3 by the Union on
18 behalf of an employee or on behalf of a group of employees. If the Union
19 does so, it will set forth the name of the employee or the names of the group
20 of employees. The Union may add an employee to a group grievance who
21 was not included in the original filing if it does so prior to the Step 3 meeting
22 and if the employee is similarly situated to the other grievants. If the Union
23 makes an information request in order to identify additional employees to
24 include in a group grievance and the Employer is unable to respond before
25 the Step 3 meeting, the meeting will be postponed.

26 C. Computation of Time

1 The time limits in this Article must be strictly adhered to unless mutually
2 modified in writing. Days are calendar days, and will be counted by
3 excluding the first day and including the last day of timelines. When the last
4 day falls on a Saturday, Sunday or holiday, the last day will be the next day
5 which is not a Saturday, Sunday or holiday. Transmittal of grievances,
6 appeals and responses will be in writing, and timelines will apply to the date
7 of receipt, not the date of postmarking.

8 D. Failure to Meet Timelines

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

13 E. Contents

14 The written grievance must include the following information:

- 15 1. A statement of the pertinent facts surrounding the nature of the
16 grievance;
- 17 2. The date upon which the incident occurred;
- 18 3. The specific Article and section of the Agreement violated;
- 19 4. The steps taken to informally resolve the grievance and the
20 individuals involved in the attempted resolution;
- 21 5. The specific remedy requested;
- 22 6. The name of the grievant; and
- 23 7. The name and signature of the Union representative.

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

5 F. Modifications

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

8 G. Resolution

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

12 H. Withdrawal

13 A grievance may be withdrawn at any time.

14 I. Resubmission

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

16 J. Pay

17 Release time will be provided to grievants and Union stewards in
18 accordance with Article 36, Employee Rights and Article 39, Union
19 Activities.

20 K. Group Grievances

21 No more than five (5) grievants and two (2) union stewards and/or staff
22 representatives, unless agreed otherwise, will be permitted to attend a single
23 grievance meeting.

1 L. Consolidation

2 The Employer and the Union may agree to consolidate grievances arising
3 out of the same set of facts.

4 M. Bypass

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

7 N. Discipline

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

10 O. Grievance Files

11 Written grievances and responses will be maintained separately from the
12 personnel files of the employees.

13 P. Alternative Resolution Methods

14 Any time during the grievance process, by mutual consent, the parties may
15 use alternative methods to resolve a non-disciplinary grievance. If the
16 parties agree to use alternative methods, the time frames in this Article are
17 suspended. If the selected alternative method does not result in a resolution,
18 the Union may return to the grievance process and the time frames resume.
19 Any expenses and fees of alternative methods will be shared equally by the
20 parties.

21 Q. Steward Mentoring

22 With the agreement of the Employer, additional union stewards will be
23 allowed to observe a Management scheduled grievance meeting for the
24 purpose of mentoring and training. The Employer will approve

1 compensatory time, exchange time, vacation leave or leave without pay for
2 the union steward to attend the meeting.

3 **29.3 Filing and Processing**

4 A. Filing

5 1. A non-disciplinary grievance or a grievance related to an oral or
6 written reprimand must be filed within twenty-eight (28) days of the
7 occurrence giving rise to the grievance or the date the grievant knew
8 or could reasonably have known of the occurrence. All other
9 disciplinary grievances, disability separation grievances or
10 grievances related to layoff must be filed within twenty-eight (28)
11 days of the effective date of the discipline, disability separation or
12 layoff. This twenty-eight (28) day period will be used to attempt to
13 informally resolve the dispute.

14 2. The preferred method of filing a written grievance is by email. The
15 parties acknowledge in some instances access to email is an issue,
16 therefore, grievances may be filed via hard copy.

17 B. Processing

18 **Step 1 – is no longer used**

19 **Step 2 –Appointing Authority or Designee:**

20 If the issue is not resolved informally, the Union may present a written
21 grievance to the Appointing Authority or designee with a copy to the
22 Human Resources Office within the twenty-eight (28) day period described
23 above. The Appointing Authority or designee will meet or confer by
24 telephone with a union steward and/or staff representative and the grievant
25 within fifteen (15) days of receipt of the grievance, and will respond in
26 writing to the Union within fifteen (15) days after the meeting.

1 **Step 3 – Agency Head or Designee:**

2 If the grievance is not resolved at Step 2 the Union may move it to Step 3
3 by filing it with the agency’s Labor Relations Office in Olympia, with a
4 copy to the Human Resources Office, within fifteen (15) days of the Union’s
5 receipt of the Step 2 decision. The agency head or designee will meet or
6 confer by telephone with a union steward and/or staff representative and the
7 grievant within fifteen (15) days of receipt of the appeal, and will respond
8 in writing to the Union within fifteen (15) days after the meeting.

9 **[Note: If the agency head is the only Appointing Authority for the**
10 **agency, Step 3 will be bypassed.]**

11 **Step 4 – Mediation or Pre-Arbitration Review Meetings:**

- 12 1. Disciplinary and Disability Separation Grievances (Excluding
13 Written Reprimands)

14 If the grievance is not resolved at Step 3, the Union may choose to
15 file a request for mediation with the Public Employment Relations
16 Commission (PERC) in accordance with [WAC 391-55-020](#), with a
17 copy to the OFM State Human Resources Labor Relations Section
18 (LRS) at labor.relations@ofm.wa.gov and the agency’s Human
19 Resources Office within thirty (30) days of receipt of the Step 3
20 decision.

- 21 2. Disciplinary and Disability Separation Grievances Not Moved to
22 Mediation and Non-Disciplinary Grievances (Including Written
23 Reprimands)

24 If the grievance is not resolved at Step 3, the Union may request a
25 pre-arbitration review meeting by filing the written grievance
26 including a copy of all previous responses and supporting
27 documentation with the LRS at labor.relations@ofm.wa.gov with a

1 copy to the agency's Human Resource Office within thirty (30) days
2 of the Union's receipt of the Step 3 decision. Within fifteen (15)
3 days of the receipt of all the required information, the LRS will
4 discuss with the Union:

5 a. If a pre-arbitration review meeting will be scheduled with
6 the LRS, an agency representative, and the Union's staff
7 representative to review and attempt to settle the dispute.

8 b. If the parties are unable to reach agreement to conduct a
9 meeting, the LRS will notify the Union in writing that no
10 pre-arbitration review meeting will be scheduled.

11 Within thirty (30) days of receipt of the request, a pre-arbitration
12 review meeting will be scheduled. The meeting will be conducted at
13 a mutually agreeable time.

14 The proceedings of any mediation or pre-arbitration review meeting
15 will not be reported or recorded in any manner, except for
16 agreements that may be reached by the parties during the course of
17 the mediation or meeting. Statements made by or to the mediator, or
18 by or to any party or other participant in the mediation or meeting,
19 may not later be introduced as evidence, may not be made known to
20 an arbitrator or hearings examiner at a hearing, or may not be
21 construed for any purpose as an admission against interest, unless
22 they are independently admissible.

23 **Step 5 – Arbitration:**

24 If the grievance is not resolved at Step 4, or the LRS notifies the Union in
25 writing that no pre-arbitration review meeting will be scheduled, the Union
26 may file a request for arbitration.

1 Disciplinary Grievances for Corrections and Custody Officers, Community
2 Corrections Officers and Corrections Specialists.

3 For grievances challenging a disciplinary action taken against corrections
4 and custody officers, community corrections officers and corrections
5 specialists, the demand to arbitrate must be filed with the Public
6 Employment Relations Commission (PERC) in accordance with the
7 arbitration process established by [RCW 41.58.070](#).

8 All Other Grievances

9 1. For all other grievances, the demand to arbitrate the dispute must be
10 filed with the American Arbitration Association (AAA) within thirty
11 (30) days of the mediation session, pre-arbitration review meeting
12 or receipt of the notice no pre-arbitration review meeting will be
13 scheduled.

14 C. Selecting an Arbitrator

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

18 D. Authority of the Arbitrator

- 19 1. The arbitrator will:
- 20 a. Have no authority to rule contrary to, add to, subtract from,
21 or modify any of the provisions of this Agreement;
- 22 b. Be limited in their decision to the grievance issue(s) set forth
23 in the original written grievance unless the parties agree to
24 modify it;

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

4 d. Not have the authority to order the Employer to modify their
5 staffing levels or to direct staff to work overtime.

6 2. The arbitrator will hear arguments on and decide issues of
7 arbitrability before the first day of arbitration at a time convenient
8 for the parties, through written briefs, immediately prior to hearing
9 the case on its merits, or as part of the entire hearing and decision-
10 making process. If the issue of arbitrability is argued prior to the first
11 day of arbitration, it may be argued in writing or by telephone, at the
12 discretion of the arbitrator. Although the decision may be made
13 orally, it will be put in writing and provided to the parties.

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

16 E. Arbitration Costs

17 1. The expenses and fees of the arbitrator, and the cost (if any) of the
18 hearing room, will be shared equally by the parties.

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

23 3. If either party desires a record of the arbitration, a court reporter may
24 be used. If that party purchases a transcript, a copy will be provided
25 to the arbitrator free of charge. If the other party desires a copy of
26 the transcript, it will pay for half of the costs of the fee for the court
27 reporter, the original transcript and a copy.

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SECTION 16

SUPPLEMENTAL DOC ARTICLE 32

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

32.1 Reasonable Accommodation

- A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

- B. An employee who believes that they suffer a disability and require a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.

- C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion from a physician or licensed mental health professional of the agency’s choice and at Employer expense. Evidence may be requested from the physician or licensed mental health professional regarding the employee’s limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of their reasonable accommodation information that is maintained by the Employer.

- D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their

1 current position prior to looking at accommodations in alternative vacant
2 positions.

3 E. Pregnancy Accommodation for Custody Employees: If a pregnant
4 employee in a custody position requests accommodation with written
5 certification from a licensed medical professional and is granted temporary
6 reassignment to a non-custody position, the pregnant employee will
7 maintain their current rate of salary during their pregnancy.

8 **32.2 Disability Separation**

9 A. An employee with permanent status may be separated from service when
10 the agency determines that the employee is unable to perform the essential
11 functions of the employee's position due to a mental, sensory or physical
12 disability, which cannot be reasonably accommodated. Determinations of
13 disability may be made by the agency based on an employee's written
14 request for disability separation or after obtaining a written statement from
15 a physician or licensed mental health professional.

16 B. The agency may separate an employee after providing at least fourteen (14)
17 calendar days' written notice when the agency has medical documentation
18 of the employee's disability and has determined that the employee cannot
19 be reasonably accommodated in any available position. The agency may
20 immediately separate an employee that requests separation due to disability.

21 C. An employee separated due to disability will be placed in the General
22 Government Transition Pool Program if they submit a written request to the
23 agency's Human Resources Office for reemployment in accordance with
24 WAC 357-46-090 through -105 and have met the reemployment
25 requirements of WAC 357-19-475.

26 D. Disability separation is not a disciplinary action. An employee who has been
27 separated because of a disability may grieve their disability separation in

1 accordance with [Supplemental DOC Article 29](#), Grievance Procedure,
2 unless the separation was at the employee's request.

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/ 6/10/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

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1 for more than fifteen (15) consecutive calendar days, the employee's
2 seniority will not be affected when the leave without pay is taken for:

- 3 1. Military leave or United States Public Health Service;
- 4 2. Compensable work-related injury or illness leave;
- 5 3. Governmental service leave and leave to enter the Peace Corps, not
6 to exceed two (2) years and three (3) months;
- 7 4. Educational leave, contingent upon successful completion of the
8 coursework;
- 9 5. Leave for service as a volunteer with humanitarian and disaster
10 relief organizations;
- 11 6. Reducing the effects of layoff, and/or
- 12 7. Leave for Union employment in accordance with Sections 39.8 and
13 39.10, of Article 39, Union Activities.
- 14 8. Leave authorized by a governor's proclamation directly related to
15 health and safety.

16 When an employee is on leave without pay for more than fifteen (15)
17 consecutive calendar days and the absence is not due to one of the reasons
18 listed above, the employee's seniority date will be moved forward in an
19 amount equal to the duration of the leave without pay. Time spent on a
20 temporary layoff or when an employee's work hours are reduced in
21 accordance with Section 34.6, of Article 34, Layoff and Recall, will not be
22 deducted from the calculation of seniority. Employees who are separated
23 from state service due to layoff and are reemployed within three (3) years
24 of their separation date will not be considered to have a break in service.

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SECTION 18

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SUPPLEMENTAL DOC ARTICLE 34

3

LAYOFF AND RECALL

4 **34.1 Definition**

5 Layoff is an Employer-initiated action, taken in accordance with [Section 34.3](#)
6 below, that results in:

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

11 **34.2** The Employer will determine the basis for, extent, effective date and the length of
12 layoffs in accordance with the provisions of this Article.

13 **34.3 Basis for Layoff**

14 Layoffs may occur for any of the following reasons:

- 15 A. Lack of funds;
16 B. Lack of work;
17 C. Good faith reorganization;
18 D. Ineligibility to continue in a position that was reallocated, or the employee's
19 choice not to continue in a position that was reallocated to a classification
20 with a lower salary range maximum;
21 E. Termination of a project; or
22 F. Fewer positions available than the number of employees entitled to such
23 positions either by statute or other provision.

1 **34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours**

2 A. Appointing authorities may allow an employee to volunteer to be laid off,
3 take leave without pay or reduce their hours of work in order to reduce
4 layoffs. If it is necessary to limit the number of employees in an agency on
5 unpaid leave at the same time, the Appointing Authority will determine who
6 will be granted a leave without pay and/or reduction in hours based upon
7 staffing needs.

8 B. Appointing authorities will allow an employee in the same job classification
9 and location where layoffs will occur to volunteer to be laid off provided
10 that the employee is in a position requiring the same skills and abilities, as
11 defined in [Section 34.8](#), as a position subject to layoff. Any volunteer for
12 layoff shall have no formal or informal options. In those situations where
13 an employee has volunteered to be laid off, the Employer will designate the
14 separation of employment as a layoff for lack of work and/or lack of funds.

15 C. If the Appointing Authority accepts the employee’s voluntary request for
16 layoff, the employee will submit a non-revocable letter stating they are
17 accepting a voluntary layoff from state service.

18 D. Employees who volunteer to be laid off may request to participate in the
19 General Government Transition Pool Program and/or have their names
20 placed on the layoff lists for the job classifications in which they held
21 permanent status, regardless of a break in service.

22 **34.5 Non-Permanent and Probationary Employees**

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

1 **34.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

2 A. The Employer may temporarily reduce the work hours of an employee to
3 no less than twenty (20) per week due to an unanticipated loss of funding,
4 revenue shortfall, lack of work, shortage of material or equipment, or other
5 unexpected or unusual reasons. Employees will normally receive notice of
6 seven (7) calendar days of a temporary reduction of work hours. The notice
7 will specify the nature and anticipated duration of the temporary reduction.

8 B. The Employer may temporarily layoff an employee for up to thirty (30)
9 calendar days due to an unanticipated loss of funding, revenue shortfall,
10 lack of work, shortage of material or equipment, or other unexpected or
11 unusual reasons. Employees will normally receive notice of seven (7)
12 calendar days of a temporary layoff. The notice will specify the nature and
13 anticipated duration of the temporary layoff.

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

- 16 1. Be paid any leave balance if the layoff was due to the lack of funds.
17 2. Bump to any other position, or
18 3. Be placed on the layoff list.

19 D. A temporary reduction of work hours or layoff being implemented as a
20 result of lack of work, shortage of material or equipment, or other
21 unexpected or unusual reason will be in accordance with seniority, as
22 defined in [Supplemental DOC Article 33](#), Seniority, among the group of
23 employees with the required skills and abilities as defined in [Section 34.8](#),
24 in the job classification at the location where the temporary reduction in
25 hours or layoff will occur.

26 E. A temporary reduction of work hours or layoff will not affect an employee’s
27 holiday compensation, periodic increment date or length of review period,

1 and the employee will continue to accrue vacation and sick leave credit at
2 their normal rate.

3 **34.7 Layoff Units**

4 A. A layoff unit is defined as the geographical entity or administrative/
5 organizational unit in each agency used for determining available options
6 for employees who are being laid off.

7 B. The layoff unit(s) for ~~the~~each agency covered by this Agreement addendum
8 are described in Supplemental DOC Appendix C, Layoff Units.

9 **34.8 Skills and Abilities**

10 Skills and abilities are documented criteria found in license/certification
11 requirements, federal and state requirements, position descriptions or, bona fide
12 occupational qualifications approved by the Human Rights Commission that have
13 been identified at least three (3) months prior to the layoff. In no case will the skills
14 and abilities required in layoff be more restrictive than those required when filling
15 positions. ~~For employees who held permanent status in IT classes that were
16 abolished, an employee's work history and completed IT Assessment Form will
17 also be considered in determining skills and abilities.~~

18 **34.9 Formal Options**

19 A. Employees will be laid off in accordance with seniority, as defined in
20 Supplemental DOC Article 33, Seniority, among the group of employees
21 with the required skills and abilities, as defined in Section 34.8, above.

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

24 1. A funded vacant position for which the employee has the skills and
25 abilities, within their current job classification.

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

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

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

16 B. For multi-employee layoffs, more than one (1) employee may be offered
17 the same funded, vacant or filled position. In this case, the most senior
18 employee with the skills and abilities who accepts the position will be
19 appointed. Appointments will be made in descending order of seniority of
20 employees with the skills and abilities of the position(s).

21 C. If a job classification in which an employee has previously held status has
22 been abolished or revised, a crosswalk to the class series will be used to
23 identify any layoff option(s). The employee must have the skills and
24 abilities of any identified position. ~~For employees who held permanent~~
25 ~~status in IT classes that were abolished a completed IT Assessment form~~
26 ~~will be used to identify available layoff options within the IT professional~~
27 ~~structure.~~

1 D. Employees who are laid off may request to have their name placed on the
2 layoff lists for the job classifications in which they have held permanent
3 status, regardless of a break in service.

4 E. If the Employer elects to implement all the stages of a layoff on a single
5 effective date, and an employee accepts their formal option and then
6 subsequently declines the option prior to the effective date of the layoff, the
7 Employer will amend the formal option of any employee who is affected by
8 this declination.

9 ~~F. For employees in the IT Professional Structure, layoff options within the~~
10 ~~layoff unit will be determined as follows:~~

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

14 ~~b. A funded vacant position within another job family and level~~
15 ~~at the same salary range for which the employee has the~~
16 ~~skills and abilities.~~

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

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

24 ~~3. A funded vacant or filled position held by the least senior employee~~
25 ~~for which the employee has the skills and abilities, at the same or~~
26 ~~lower salary range as their current permanent position, within a job~~
27 ~~classification or job family and level in which the employee has held~~

~~permanent status or, at the employee's written request, to a lower classification or level within a job classification series or job family that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification or level in a job family.~~

~~Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions. For employees impacted by the IT Professional Structure implemented July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify layoff options within the IT Professional Structure.~~

34.10 Informal Options

A. An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their layoff unit, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

B. An employee being laid off who has no formal option or their formal option would cause a bump or an unreasonable commute, as defined in [DOC Supplemental](#) Section 36.3, Duty Station, may be offered a funded vacant position to job classifications or the job family and level they have held permanent status, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

~~C. For employees impacted by the IT Professional Structure implemented on July 1, 2019, an employee's completed IT Assessment Form will be one of~~

1 ~~the tools used to identify available layoff options within the IT Professional~~
2 ~~Structure.~~

3 CD. An employee may request an informal option to job classifications through
4 the agency's Human Resources Office within five (5) calendar days of
5 receipt of a written notice of a permanent layoff.

6 DE. Part-time employees may be provided informal options to both part-time
7 and full-time positions and full-time employees may be provided informal
8 option to both part-time and full-time positions. The award or denial of an
9 informal option is not subject to the grievance procedure.

10 **34.11 Notification for the Union**

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

18 **34.12 Notification to Employees With Permanent Status**

19 A. Except for temporary reduction in work hours and temporary layoffs as
20 provided in [Section 34.6](#), employees with permanent status will receive
21 written notice at least fifteen (15) calendar days before the effective layoff
22 date. The notice will include the basis for the layoff and any options
23 available to the employee. The Union will be provided with a copy of the
24 notice on the same day it is provided to the employee.

25 B. Except for temporary reduction in work hours and temporary layoffs as
26 provided in [Section 34.6](#), if the Employer chooses to implement a layoff
27 action without providing fifteen (15) calendar days' notice, the employee

1 will be paid their salary for the days they would have worked had full notice
2 been given.

3 C. Employees will be provided seven (7) calendar days to accept or decline, in
4 writing, any formal option provided to them. Except for cyclical or seasonal
5 employees, if the seventh (7) calendar day does not fall on a regularly
6 scheduled work day for the employee, the next regularly scheduled work
7 day is considered the seventh (7) day for purposes of accepting or declining
8 any option provided to them. This time period will run concurrent with the
9 fifteen (15) calendar days' notice provided by the Employer to the
10 employee.

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

12 **34.13 Salary**

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

15 A. Transfer or Bump

16 An employee who accepts a transfer or bumps to another position within
17 their current job classification will retain their current salary.

18 B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

19 An employee who bumps to another position with a lower salary range will
20 be paid an amount equal to their current salary, provided it is within the
21 salary range of the new position. In those cases where the employee's
22 current salary exceeds the maximum amount of the salary range for the new
23 position, the employee will be compensated at the maximum salary of the
24 new salary range.

25 C. Appointment from a Layoff List

1 1. Employees who are appointed from a layoff list to a position with
2 the same salary range as that of the position from which they were
3 laid off will be paid an amount equal to the salary they were
4 receiving at the time they were laid off, plus any across the board
5 adjustments, including salary survey adjustments and job
6 classification range adjustments, that occurred during the time they
7 were laid off.

8 2. Employees who are appointed from a layoff list to a position with a
9 lower salary range than the position from which they were laid off
10 will be paid an amount equal to the salary they were receiving at the
11 time they were laid off, provided it is within the salary range of the
12 new position. In those cases where the employee's prior salary
13 exceeds the maximum amount of the salary range for the new
14 position, the employee will be compensated at the maximum salary
15 of the new salary range.

16 D. Moving Expense

17 When an employee selects an option to a permanent appointment that causes
18 an unreasonable commute and chooses to move, the Employer will
19 reimburse moving expenses per agency policy and in accordance with the
20 Office of Financial Management (OFM) regulations.

21 **34.14 Transition Review Period**

22 A. The Employer may require an employee to complete a six (6) month
23 transition review period when the employee accepts a layoff option to a job
24 classification or future-equivalent job classification in which they have:

- 25 1. Not held permanent status;
- 26 2. Been appointed from the General Government Transition Pool
27 Program; or

1 3. Been appointed from a layoff list.

2 The Employer may extend a transition review period for an individual as
3 long as the total period does not exceed twelve (12) months.

4 B. When the Employer requires an employee to complete a transition review
5 period, the employee will be provided with written notice.

6 C. Employees will receive a permanent appointment to the position upon
7 successful completion of the transition review period.

8 D. The Employer may separate an employee or an employee may voluntarily
9 separate at any time during the transition review period. The Employer will
10 provide the employee seven (7) days written notice prior to the effective
11 date of the separation. However, if the Employer fails to provide seven (7)
12 days notice, the separation will stand and the employee will be entitled to
13 payment of salary for up to five (5) working days, which the employee
14 would have worked had notice been given. Under no circumstances will
15 notice deficiencies result in an employee gaining permanent status in the
16 position.

17 E. Upon separation, and at the employee's request, the employee's name will
18 be placed on or returned to the layoff list. The employee will remain on the
19 list until such time as their eligibility expires or they have been rehired to a
20 different position for which they have the skills and abilities.

21 F. An employee who is separated during their transition review period may
22 request a review of the separation by the Director or Secretary of the agency
23 or designee within twenty-one (21) calendar days from the effective date of
24 the separation. Separation during the transition review period will not be
25 subject to the grievance procedure in [Supplemental DOC Article 29](#),
26 Grievance Procedure.

1 G. An employee may voluntarily separate a maximum of two (2) times as a
2 result of a single layoff action.

3 **34.15 Recall**

4 A. The Employer will maintain layoff lists for each job classification, which
5 will include geographic availability. Employees who are laid off or have
6 been notified that they are scheduled for layoff, may have their name placed
7 on the lists for the job classification from which they were laid off and will
8 indicate the geographic areas in which they are willing to accept
9 employment. Additionally, employees may request to have their name
10 placed on layoff lists for other job classifications in which they have held
11 permanent status regardless of a break in service. An employee will remain
12 on the layoff lists for three (3) years from the effective date of the qualifying
13 action and may request to be placed on the layoff lists for which they qualify
14 at any time within the three (3) year period.

15 B. When a vacancy occurs within an agency and when there are names on the
16 layoff list for that job classification, the Employer will fill the position in
17 accordance with [Supplemental DOC](#) Article 4, Hiring and Appointments.
18 An employee will be removed from the layoff list if they are certified from
19 the list and waives the appointment to a position for that job classification
20 two (2) times. In addition, an employee's name will be removed from all
21 layoff lists upon retirement, resignation or dismissal.

22 C. Employees who have taken a demotion in lieu of layoff may also request to
23 have their name placed on the agency's internal layoff list for the job
24 classification they held permanent status in prior to the demotion.

25 **34.16 General Government Transition Pool Program**

26 Employees who are notified that they are at risk of being laid off or have been laid
27 off may request their names be placed into the General Government Transition Pool

1 Program. When a vacancy occurs within an agency, the Employer will consider
2 employees in the General Government Transition Pool Program in accordance with
3 [Supplemental DOC Article 4](#), Hiring and Appointments.

4 **34.17 Project Employment**

5 A. Less Than Five Years of Continuous Project Employment

6 Project employees who have been in project status for less than five (5)
7 consecutive years have layoff rights within their project.

8 B. Five Years or Greater of Continuous Project Employment

9 1. Project employees who were hired into a project position prior to
10 July 1, 2013 and who have been in project status for five (5)
11 consecutive years or greater will have layoff rights within the
12 agency as outlined in [Sections 34.9, 34.10](#) and [Supplemental DOC](#)
13 Appendix C if they have no layoff options in their project.

14 2. Project employees who were hired into a project position through
15 the competitive process on or after July 1, 2013 and who have been
16 in project status for five (5) consecutive years or greater will have
17 layoff rights within the agency as outlined in [Sections 34.9, 34.10](#)
18 and [Supplemental DOC](#) Appendix C if they have no layoff options
19 in their project.

20 3. Project employees who were not hired into a project position
21 through the competitive process on or after July 1, 2013 will have
22 layoff rights in accordance with Subsection D below.

23 C. Permanent status employees who left regular classified positions to accept
24 project employment without a break in service have layoff rights within the
25 agency in which they held permanent status. The employees' return rights

1 are to the job classification they last held permanent status in prior to
2 accepting project employment using the procedure outlined in [Section 34.9](#).

3 D. Project employees who are separated from state service due to layoff may
4 request their names be placed into the General Government Transition Pool
5 Program. Upon layoff from the project, project employees who entered the
6 project through the competitive process and remain in project status for two
7 (2) consecutive years will be eligible to have their names placed on the
8 internal layoff list for the classes in which permanent project status was
9 attained. Bumping options will be limited to the project boundaries.

10 ~~**34.18 Seasonal Career Employment**~~

11 ~~A. Seasonal career employees have layoff rights within their agency to other
12 seasonal career positions within their layoff unit as provided below, in
13 Subsection 34.18 C. Employees will be given no less than two (2) working
14 days' notice of a layoff.~~

15 ~~B. Formal options to other seasonal career positions will be determined using
16 the procedure outlined in Section 34.9. Employees separated due to layoffs
17 will be placed on separate seasonal layoff lists for the season in which they
18 were laid off. Employees who have the skills and abilities to perform the
19 duties of the position to be filled will be recalled based on seniority for other
20 seasonal career positions within their layoff unit for the current or following
21 season.~~

22 ~~C. The layoff units for seasonal employees are as follows for each agency:~~

23 ~~1. Department of Fish and Wildlife—See Appendix C, Layoff Units.~~

24 ~~2. Department of Natural Resources—See Appendix C, Layoff Units.~~

25 ~~3. Department of Transportation—The county in which the seasonal
26 employee's official duty station is located.~~

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~~4. — Employment Security Department — The office first and then the county in which the seasonal employee’s official duty station is located.~~

~~5. — Horse Racing Commission — A single statewide layoff unit.~~

~~6. — Parks Commission — The region in which the seasonal employee’s official duty station is located.~~

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/ 6/24/2024

 /s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

7

1 C. Telework Requests and Agreements

2 An employee may submit a written request to their Employer for approval
3 to telework in accordance with agency policy and Appendix G of the
4 collective bargaining agreement.

5 D. If reassignment of an official duty station results in a commute in excess of
6 thirty (30) miles in addition to the current commute, the employee may
7 exercise their rights under Article 34, Layoff and Recall. The notice will
8 contain the employee's rights below.

9 1. Upon request, the Human Resource office will discuss possible
10 layoff scenarios and process with the employee.

11 **36.4 Use of Volunteers and Student Workers**

12 The Employer will use volunteers and student workers only to the extent they
13 supplement and do not supplant bargaining unit employees. Volunteers, student
14 workers and other non-civil service personnel will not supervise bargaining unit
15 employees.

16 **36.5 Right to Representation**

17 Upon request, employees will have the right to representation at all levels on any
18 matter adversely affecting their conditions of employment. The exercise of this
19 right will not unreasonably delay or postpone a meeting. Except as otherwise
20 specified in this Agreement, representation will not apply to discussions with an
21 employee in the normal course of duty, such as giving instructions, assigning work,
22 informal discussions, delivery of paperwork, staff or work unit meetings, or other
23 routine communications with an employee.

24 **36.6 Attendance at Meetings**

25 A. An employee will be granted time during their normal working hours to
26 attend the following meetings scheduled by management:

- 1 1. Investigatory interviews and pre-disciplinary meetings, in
2 accordance with [Supplemental DOC Article 27](#), Discipline, and
- 3 2. Informal grievance resolution meetings, grievance meetings,
4 mediation sessions, alternative dispute resolution meetings and
5 arbitration hearings scheduled in accordance with [Supplemental](#)
6 [DOC Article 29](#), Grievance Procedure. When an employee is
7 subpoenaed as a witness on behalf of the Union in an arbitration
8 case, the employee may appear without loss of pay if they appear
9 during their work time, providing the testimony given is related to
10 their job function or involves matters they have witnessed and is
11 relevant to the arbitration case.
- 12 B. An employee will be allowed reasonable time, as determined by the
13 Employer, to travel to and from management scheduled investigatory
14 interviews, pre-disciplinary meetings, informal grievance resolution
15 meetings, grievance meetings, mediation sessions, and alternative dispute
16 resolution meetings conducted during their normal work hours. Time spent
17 traveling during the employee's non-work hours in order to attend the
18 meetings will not be considered work time. An employee may be authorized
19 by their supervisor to adjust their work schedule, take leave without pay,
20 compensatory time, exchange time or vacation leave to prepare for and
21 travel to and from an arbitration hearing, and/or union management
22 communication committee meeting.
- 23 C. An employee must notify their supervisor prior to being released from duty
24 in accordance with this Article to attend a meeting, hearing or mediation
25 session. Notification must include the approximate amount of time the
26 employee expects the meeting or hearing to take. As determined by the
27 supervisor, any agency business requiring the employee's immediate
28 attention must be completed prior to attending the meeting or hearing. An

1 employee cannot use a state vehicle to travel to and from a work site in order
2 to attend a meeting unless authorized by the agency.

3 **36.7 Workload (Department of Corrections Only)**

4 The Employer may adjust the caseload and/or work assignments of Community
5 Corrections Officers and ~~Community~~ Corrections Specialists, if needed, when
6 assigned ~~offender~~ incarcerated/supervised individual groups or conducting training.

7 **36.8 Workload**

8 1. If an employee believes their workload is not achievable within the
9 worktime authorized by the Employer, the employee may seek the
10 assistance of their supervisor. The supervisor is responsible for
11 providing the employee with direction and guidance that may
12 include the setting of priorities, adjustment of work, or other actions
13 that will assist the employee in the accomplishment of their work
14 assignments.

15 2. If the employee still has workload concerns after discussion with
16 their supervisor, the employee may raise these concerns to their
17 manager. If the workload concerns are similar across the work unit,
18 the Union may raise these issues at the appropriate Union-
19 Management Communications Committee under Supplemental
20 DOC Article 37 of the parties' collective bargaining agreement. If
21 the work unit still has workload concerns across the work unit, the
22 Union may raise these issues with the Appointing Authority.

23 3. This Workload Subsection is not subject to the grievance procedure,
24 however the employee may file a complaint with their Appointing
25 Authority or designee if the employee's supervisor or manager fails
26 to discuss the employee's workload concerns with the employee.

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SECTION 20
SUPPLEMENTAL DOC ARTICLE 37
UNION-MANAGEMENT COMMUNICATION COMMITTEES

37.1 Purpose

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

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency level statewide Union-Management Communication Committees will be established to discuss and exchange agency-specific information of a group nature and general interest to both parties.

C. In the Departments of Corrections, ~~Children, Youth, and Families, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, Veterans Affairs, Employment Security Department, and Parks and Recreation Commission~~ local level Union-Management Communication Committees will be established in each region within ~~the~~each agency, ~~as described in Supplemental DOC Appendix D,~~ to discuss and exchange information of a group nature and general interest to the parties.

D. The discussion and exchange of information pertaining to a local or sub-agency matter will be addressed to the lowest level committee. In the event there is not a committee below the agency level, such matters will be addressed at the agency level. Ad-hoc committees may be established by mutual agreement at an agency level statewide committee or a local level committee described above, in Subsections 37.1 B and C. Local and sub-agency committees may only be established by mutual agreement at an

1 agency level statewide committee described in [Subsection 37.1](#) B. Either
2 party may subsequently determine that the local or sub-agency committee
3 should cease to meet.

4 E. For committees established in accordance with [Subsection 37.1](#) B and C,
5 either team may suggest steps to improve the effectiveness of the meetings.
6 Suggestions for doing so may be raised at committee meetings and
7 implemented upon mutual agreement. The agency Labor Relations Office,
8 Human Resources Office, Office of Financial Management's Labor
9 Relations Section, the Union's Staff Representative and/or Union's
10 Headquarters office will be available to provide assistance and
11 coordination. The parties will mutually bear the costs associated with
12 implementation efforts.

13 **37.2 Committees**

14 A. Statewide Master Agreement Committee

15 The Statewide Master Agreement Committee will be composed of up to ten
16 (10) employee representatives selected by the Union and up to ten (10)
17 Employer representatives. Additional staff of the Union and the OFM Labor
18 Relations Office may also attend. If agreed to by the parties, additional
19 representatives may be added. Committee meetings will be conducted at
20 least every six (6) months, unless agreed otherwise.

21 B. Agency-wide, Administration/Division Level ~~(Department of Social and~~ 22 ~~Health Services and Department of Children, Youth, and Families only),~~ 23 Regional and Headquarters Level ~~(Department of Ecology only)~~ and/or 24 Local Level Union-Management Communication Committees

25 1. Agency-wide committees will consist of up to seven (7) Employer
26 representatives and up to seven (7) employee representatives, ~~except~~
27 ~~for the Department of Social and Health Services,~~ which will consist

1 of two (2) employee representatives for each administration and an
2 equivalent number of Employer representatives. The employee
3 representatives will be granted reasonable time during their normal
4 working hours, as determined by the Employer, to travel to and from
5 agency-wide communication committee meetings. Additional paid
6 staff of the Union and the Employer may also attend. The Employer
7 and Union will be responsible for the selection of their own
8 representatives. If agreed to by the parties, additional representatives
9 may be added. Committee meetings will be conducted up to two (2)
10 times per year, unless agreed otherwise. At the Department of
11 Corrections, committee meetings will be conducted at least four (4)
12 times per year, unless agreed otherwise. In addition, DOC will
13 conduct at least two (2) committee meetings with the ~~Work~~
14 ~~Release~~Reentry Center Program at locations mutually agreeable
15 between the parties.

16 ~~2. Administration/Division level committees within the Department of~~
17 ~~Social and Health Services will be established within Community~~
18 ~~Services, Child Support, Disability Determination Services,~~
19 ~~Vocational Rehabilitation, Developmental Disabilities~~
20 ~~Administration, and the Behavioral Health Administration, and will~~
21 ~~consist of up to six (6) Employer representatives and up to six (6)~~
22 ~~employee representatives. At the Department of Children, Youth,~~
23 ~~and Families, division wide committees will be established within~~
24 ~~the Office of the Chief of Staff, Juvenile Rehabilitation, Child~~
25 ~~Welfare Field Operations, Prevention and Client Services,~~
26 ~~Licensing, and Early Learning, and will consist of up to six (6)~~
27 ~~Employer representatives and up to six (6) employee~~
28 ~~representatives. Additional paid staff of the Union and the Employer~~
29 ~~may also attend. The Employer and Union will be responsible for~~
30 ~~the selection of their own representatives. If agreed to by the parties,~~

1 ~~additional representatives may be added. Committee meetings will~~
2 ~~be conducted up to four (4) times per year, unless agreed otherwise.~~

3 **37.3 Participation and Process**

4 A. The Union will provide the Employer with the names of its committee
5 members at least ten (10) calendar days in advance of the date of the
6 meeting in order to facilitate the release of employees. The Employer will
7 release employee representatives to attend committee meetings if their
8 absences do not cause a disruption of work. Employees will be granted
9 reasonable time during their normal working hours, as determined by the
10 Employer, to prepare for union management communication committee
11 meetings. For the Department of Corrections, the parties will exchange the
12 names of their respective team members at least ten (10) days prior to each
13 meeting.

14 B. Employees attending committee meetings during their work time will have
15 no loss in pay. Attendance at pre-meetings, meetings and travel to and from
16 agency-wide communication committee meetings during employees' non-
17 work time will not be compensated for or considered as time worked. The
18 Union is responsible for paying any travel or per diem expenses of
19 employee representatives. Employee representatives may not use state
20 vehicles to travel to and from a union management communication
21 committee meeting, unless authorized by the agency for business reasons.

22 C. All committee meetings will be scheduled on mutually acceptable dates and
23 times.

24 D. Each party will provide the other with any topics for discussion seven (7)
25 calendar days prior to the meeting. Suggested topics may include, but are
26 not limited to, administration of the Agreement, changes to law, legislative
27 updates and/or organizational change.

- 1 1. Investigatory interviews and pre-disciplinary meetings, in
2 accordance with [Supplemental DOC Article 27](#), Discipline;
- 3 2. Union Management Communication Committees and other
4 committee meetings if such committees have been established by
5 this Agreement; and/or
- 6 3. Informal grievance resolution meetings, grievance meetings,
7 alternative dispute resolution sessions, mediation sessions and
8 arbitration hearings held during their work time.
- 9 4. Group New Employee Orientations and meetings in accordance
10 with [Section 39.11](#).

11 In addition, union stewards will be provided a reasonable amount of time
12 during their normal working hours, as determined by the Employer, to
13 investigate and process grievances through the agency head level within the
14 steward's office, facility or geographic jurisdiction in bargaining units
15 represented by the WFSE.

16 C. Union stewards will be allowed reasonable time, as determined by the
17 Employer, to travel to and from management scheduled investigatory
18 interviews, pre-disciplinary meetings, informal grievance resolution
19 meetings, grievance meetings, mediation sessions, and alternative dispute
20 resolution meetings conducted during their normal work hours. Time spent
21 traveling during the employee's non-work hours in order to attend the
22 meetings will not be considered time worked. A steward may be authorized
23 by their supervisor to adjust their work schedule, take leave without pay,
24 compensatory time, exchange time or vacation leave to travel to and from
25 an arbitration hearing and/or union management communication committee
26 meeting.

1 D. In both [Subsections 39.2](#) B and C above, the union steward must obtain
2 prior approval from their supervisor to prepare for and/or attend any
3 meeting during their work hours. All requests must include the approximate
4 amount of time the steward expects the activity to take. Any agency
5 business requiring the steward's immediate attention will be completed
6 prior to attending the meeting. With prior notification to the Employer, off-
7 duty stewards will have access to the worksite to perform representational
8 duties as long as the worksite is open and/or operational and there are no
9 other reasons to preclude such access. Time spent preparing for and
10 attending meetings during the union steward's non-work hours will not be
11 considered as time worked. Union stewards may not use state vehicles to
12 travel to and from a work site in order to perform representational activities,
13 unless authorized by the agency.

14 E. If the amount of time a union steward spends performing representational
15 activities is unduly affecting their ability to accomplish assigned duties, the
16 Employer will not continue to release the employee and the Union will be
17 notified.

18 [F. Shop Stewards will be allowed to wear an identifying steward's badge,](#)
19 [provided by the union, at all times while on the Employer's premises.](#)

20 **39.3 Use of State Facilities, Resources and Equipment**

21 A. Meeting Space and Facilities

22 The Employer's equipment, offices and facilities may be used by the Union
23 to hold meetings, which may include virtual meetings subject to the
24 provisions of this Agreement, agency policy, availability of the space and
25 with prior authorization of the Employer.

26 [B. Unit Meetings](#)

1 Upon request, a Union Representative with five (5) business day's written
2 notice to the supervisor, manager, or designee at locations that have
3 unit/team meetings, may present information a maximum of once per
4 month. The presentation will begin ten (10) minutes prior to the scheduled
5 meeting start time and will not exceed ten (10) minutes in length. The
6 supervisor, manager or designee reserves the right to terminate the
7 presentation in order to start the meeting in a timely fashion.

8 CB. Supplies and Equipment

9 The Union and employees covered by this Agreement will not use state-
10 purchased supplies or equipment to conduct union business or
11 representational activities. This does not preclude the use of the telephone,
12 or similar devices that may be used for persons with disabilities, for
13 representational activities if there is no cost to the Employer, the call is brief
14 in duration and it does not disrupt or distract from agency business.

15 DE. E-mail, Fax Machines, the Internet, and Intranets

16 The Union and employees covered by this Agreement will not use state-
17 owned or operated e-mail, fax machines, the internet, or intranets to
18 communicate with one another, except as provided in this agreement.
19 Employees may use state operated e-mail to request union representation.
20 Union representatives and stewards may use state owned/operated
21 equipment to communicate with the affected employees and/or the
22 Employer for the exclusive purpose of administration of this Agreement to
23 include electronic transmittal of grievances and responses in accordance
24 with Supplemental DOC Article 29, Grievance Procedure. It is the
25 responsibility of the sending party to ensure the material is received. Such
26 use will:

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

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

7 **39.5 Agency Policies**

8 Agencies will provide to the Union any new human resources related policies
9 affecting represented employees or updates to existing human resource related
10 policies affecting represented employees during the term of the Agreement.

11 **39.6 Bulletin Boards, Newsstands and Websites**

12 A. The Employer will maintain bulletin board(s) or space on existing bulletin
13 boards currently provided to the Union for union communication. In
14 bargaining units where no bulletin board or space on existing bulletin boards
15 has been provided, the Employer will supply the Union with adequate
16 bulletin board space in convenient places. Material posted on the bulletin
17 board will be appropriate to the workplace, politically non-partisan, in
18 compliance with state ethic laws, and identified as union literature. Union
19 communications will not be posted in any other location in the agency. If
20 requested by the Union, the Employer will identify areas where Union
21 provided newsstands can be located in their offices/facilities.

22 ~~B. In the State Operated Living Alternatives (SOLA) program residences~~
23 ~~within the Department of Social and Health Services, the Employer will~~
24 ~~make available a three ring binder that is designated for union materials.~~
25 ~~Materials in the binder will be appropriate to the workplace, politically non-~~
26 ~~partisan, in compliance with state ethic laws, and identified as union~~
27 ~~literature. Union materials may be distributed to the SOLA binders in~~
28 ~~accordance with Section 39.7 of this Article.~~

1 BE. Upon mutual agreement between an agency and the Union, the agency will
2 display a link to a Union webpage on the agency's intranet. The webpage
3 content shall be consistent with the provisions of 39.6(A) and must comply
4 with the executive ethics act, Chapter 42.52 RCW and WAC 292-110-010.
5 Use of state equipment to view the website will comply with the executive
6 ethics act and shall be allowed only during an employee's authorized break
7 times.

8 **39.7 Distribution of Material**

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

- 11 A. The employee is off-duty and;
- 12 B. The distribution does not disrupt the Employer's operation and;
- 13 C. The distribution will normally occur via desk drops or mailboxes, as
14 determined by the Employer. In those cases where circumstances do not
15 permit distribution by those methods, alternative areas such as newsstands,
16 lunchrooms, break rooms and/or other areas mutually agreed upon will be
17 utilized and;
- 18 D. The employee must notify the Employer in advance of their intent to
19 distribute information and;
- 20 E. Distribution will not occur more than twice per month, unless agreed to in
21 advance by the Employer.

22 **39.8 WFSE Council President and Vice-President**

23 A. Leave of Absence

24 Upon request of the Union, the Employer will grant leave with pay for the
25 WFSE Council President and Vice-President for the term of their office.

1 The Union will reimburse the Employer for the “fully burdened costs of the
2 positions” the Employer incurs as a result of placing the Council President
3 and Vice-President on leave with pay during the period of absence. The
4 Union will reimburse the agency(ies) by the 20th of each month for the
5 previous month.

6 B. Leave Balances

7 The President and Vice-President will accrue sick leave in the amount of
8 one (1) hour for every forty (40) hours worked but will not accrue vacation
9 leave during the period of absence. When the President and Vice-President
10 return to state service their sick leave balances will not exceed their leave
11 balances as of the date the period of absence commenced. If the President
12 or Vice-President retire or separate from state service rather than return to
13 state service their leave balances will not exceed their leave balances on the
14 date the period of absence commenced. If the sick leave balance was under
15 forty (40) hours as of the date the period of absence commenced, they will
16 retain accrued sick leave up to forty (40) hours total upon return to state
17 service.

18 C. Indemnification

19 The Union will defend, indemnify and hold harmless the Employer for any
20 and all costs including attorney’s fees, damages, settlements, or judgments,
21 or other costs, obligations, or liabilities the Employer incurs as a result of
22 any demands, claims, or lawsuits filed against the Employer arising out of
23 or in relation to actions taken by the President or Vice-President, or their
24 status as President or Vice-President, during the period of absence.

25 D. Return Rights

26 The President and Vice-President will have the right to return to the same
27 position or in another position in the same job classification and the same

1 geographic area as determined by the Employer, provided such
2 reemployment is not in conflict with other Articles in this agreement. If the
3 job classification of the position in which the President and/or Vice-
4 President has return rights to has been abolished or revised, a crosswalk to
5 the class series will be used to identify their return rights. The Employer
6 will assess any training needs, including those requested by the employee,
7 and provide the necessary training for the returning employee. Any layoff
8 as a result of the return will be processed in accordance with Article 34,
9 Layoff and Recall. The Union and the Employer may enter into a written
10 agreement regarding return rights at anytime during the leave. The period
11 of leave will not impact the employee's seniority date.

12 **39.9 Time Off for Union Activities**

13 A. Union designated employees may be allowed time off without pay to attend
14 union-sponsored meetings, training sessions, conferences, and conventions.
15 The employee's time off will not interfere with the operating needs of the
16 agency as determined by management. If the absence is approved, the
17 employees may use accumulated compensatory time, vacation leave,
18 exchange time, or personal holiday in accordance with [Article 10](#), Holidays,
19 instead of leave without pay. However, employees must use compensatory
20 time prior to their use of vacation leave, unless the use would result in the
21 loss of their vacation.

22 B. The Union will give the Employer a written list of the names of the
23 employees it is requesting attend the above listed activities at least fourteen
24 (14) calendar days prior to the activity.

25 C. Thirty (30) Minute Paid Union Leave

26 The parties agree communication, education and direct feedback between
27 bargaining unit members and Union representatives are essential to
28 productive labor relations. Therefore, one meeting up to thirty (30) minutes

1 will be allowed during the term of the Collective Bargaining Agreement as
2 paid release time during regular working hours and may be in person or by
3 phone. For tracking purposes, this thirty (30) minutes will be considered
4 paid union leave and allowed under the following conditions:

- 5 1. Union leave shall not disturb the services of the Employer, clients
6 and its customers and shall be accomplished without causing the
7 Employer to incur additional costs.
- 8 2. Union leave will require approval through the bargaining unit
9 member's supervisor, scheduler or manager.
- 10 3. Positions requiring relief will be excluded from this Subsection
11 unless a Memorandum of Understanding is agreed upon that
12 identifies a process that allows this union leave without impacting
13 Employer services.
- 14 4. If a shop steward and/or another Employer paid staff is the Union
15 representative who meets with bargaining unit members during this
16 union leave, the provisions of [Subsection 39.9 A](#) will apply.
- 17 5. Bargaining unit members will not be required to meet with the
18 Union and will not suffer discrimination or retaliation because of
19 their choice to meet or not meet.

20 D. The Employer may agree to release up to six (6) Shop Stewards from each
21 section and up to three (3) Shop Stewards from each reentry center for the
22 Union's annual Shop Steward seminar, based on operational need. The
23 seminar will be conducted two (2) days in March of each year, unless
24 mutually agreed otherwise. The Union will give thirty (30) calendar days'
25 advance notice of the Shop Steward seminar as well as identify the Shop
26 Stewards to be released to the DOC Headquarters Labor Relations Office.
27 The Employer will approve vacation leave, compensatory time, or leave

1 [without pay for Shop Stewards to attend the seminar and travel to and from](#)
2 [the seminar. The Shop Steward and the Employer will mutually agree to the](#)
3 [appropriate amount of travel time.](#)

4 **39.10 Temporary Employment with the Union**

5 With thirty (30) calendar days' notice, unless agreed otherwise, employees may be
6 granted leave without pay to accept temporary employment with the Union of a
7 specified duration, not to exceed twelve (12) months, provided the employee's time
8 off will not interfere with the operating needs of the agency. The returning
9 employee will be employed in a position in the same job classification and the same
10 geographical area, as determined by the Employer.

11 **39.11 Access To New Employees Orientation**

12 Within ninety (90) days of a new employee's start date in a Union bargaining unit
13 position, the Employer will provide access to the employee during the employee's
14 regular work hours to present information about the Union. This access will be
15 provided at the employee's regular worksite, through an electronic virtual platform
16 or at a location mutually agreed to by the Employer and the Union and will be for
17 no less than thirty (30) minutes. For all new employee orientations, the agency will
18 provide a minimum of seven (7) calendar days' scheduling notice to the union in
19 an email that will include the new employees' name, department/division/program,
20 appointment date, mailing address, and if available at the time of the notice, work
21 location, work phone numbers and work email address. Union meetings with new
22 employees will include only the new bargaining unit employees and union
23 representatives unless mutually agreed otherwise. Management employees will
24 remain strictly neutral regarding attendance at the meetings and their content. The
25 Union may make use of the state-operated calendar scheduling system to schedule
26 group or individual meetings with new employees in accordance with and for the
27 purposes identified in this [Section 39.11](#). No employee will be required to attend
28 the meetings or presentations given by the Union.

1 A. Group New Employee Orientations and Meetings

2 When an agency provides an in person New Employee Orientation in a
3 group setting, the Union will be given an opportunity to have a union
4 steward and/or staff representative speak to the class for no less than thirty
5 (30) minutes to provide information about the Union and the Master
6 Agreement. The Union may also arrange for in person thirty-minute new
7 employee meetings in a group setting. If a union steward or other Employer-
8 paid staff is the union representative who meets with bargaining unit
9 employees during a group orientation or meeting, they will be permitted to
10 do so during their normal working hours in accordance with the provisions
11 of [Section 39.2](#).

12 B. Other New Employee Orientations

13 Agencies may provide New Employee Orientations in a one on one setting
14 and/or via electronic platforms and will schedule time on the employee's
15 calendar that will include a courtesy copy to the union. If an employee's
16 work assignment precludes the Union from meeting with the new
17 employee(s) in person, then the Union will provide the agencies with a
18 secure link to place on employee's calendars as the electronic platform for
19 the Union's orientation. The agency will work with the Union to identify a
20 time slot for this purpose, schedule this time on the employee's calendar
21 and will cc the calendar invite to the Union (NEO@wfse.org) so the Union
22 will know who has been invited. The agency will ensure that no other
23 onboarding or work meetings are scheduled for the new employee during
24 the time that is scheduled for the Union's presentation. Agencies will only
25 include the following statement on the scheduling invitation:

26 In accordance with the collective bargaining agreement, [Article 39, Section](#)
27 [39.11](#) you are being provided this opportunity for access during your regular
28 work hours to a thirty (30) minute Union orientation webinar to receive
29 information about the Union and your Union contract via this secure link. .

1 You may use your state issued computer during work time for the purpose
2 of attending this orientation. For more information about this opportunity
3 please contact the WFSE Member Connection Center. All communication
4 that occurs over state-owned equipment is the property of the Employer and
5 may be subject to agency review and/or public disclosure.

6 When an agency does not provide a New Employee Orientation as outlined
7 above, the Union will be given the opportunity to:

- 8 1. Make an appointment with the new employee for no less than thirty
9 (30) minutes; and
- 10 2. Have a union steward and/or staff representative speak to the new
11 employee to provide information about the Union and the Master
12 Agreement.

13 For Stewards or other Employer-paid staff conducting an individual
14 meeting with a new employee under this [Subsection 39.11 B](#), the
15 provisions of [Subsection 39.9 A](#) will apply.

16 C. New Bargaining Unit Members

17 The Union will be given the opportunity to have a union representative
18 speak with newly represented employees for no less than thirty (30) minutes
19 to provide information about the Union and the Master Agreement in
20 accordance with [Subsections 39.11 A and B](#) above.

21 **39.12 Demand to Bargain – Release Time and Travel**

22 A. The Employer will approve paid release time for up to three (3) employee
23 representatives who are scheduled to work during the time negotiations are
24 being conducted. The Employer will approve compensatory time, vacation
25 leave, exchange time or leave without pay for additional employee
26 representatives provided the absence of the employee does not create

1 significant and unusual coverage issues. The Union will provide the
2 Employer with the names of its employee representatives at least ten (10)
3 calendar days in advance of the date of the meeting.

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

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

9 D. The Union is responsible for paying any travel or per diem expenses of
10 employee representatives. Employee representatives may not use state
11 vehicles to travel to and from a bargaining session, unless authorized by the
12 agency for business purposes.

13 **39.13 Master Agreement Negotiations**

14 A. Release Time

15 The Union will provide OFM with one bargaining team release request for
16 all pre-planned formal negotiation dates. The Employer will approve paid
17 release time in aggregate of two hundred-fifty (250) days for all union
18 bargaining team members for formal negotiations. Upon exhaustion of this
19 bank, the Union may request the parties meet and discuss additional paid
20 release time for Union team members. The Union will provide a list of their
21 bargaining team member attendees after each formal bargaining session to
22 allow tracking for compensation and leave purposes. If employees are
23 unable to attend a bargaining session for which they have been released,
24 they will provide a leave slip to their supervisor in accordance with the
25 appropriate CBA article pertaining to the requested leave. The Employer
26 will approve miscellaneous paid leave for all remaining formal negotiation
27 sessions and for all travel to and from the sessions for Union team members

1 provided the absence of the employee for negotiations does not create
2 significant and unusual coverage issues. The Union will reimburse the
3 Employer for the “fully burdened costs” of this miscellaneous paid leave
4 for all team members not on paid release time per this Article. The Union
5 will reimburse the agency(ies) by the 20th of each month for the previous
6 month. Per diem and travel expenses will be paid by the WFSE for Union
7 team members. No overtime, compensatory time or exchange time will be
8 incurred as a result of negotiations and/or travel to and from negotiations.

9 B. Confidentiality/Media Communication

- 10 1. Bargaining sessions will be closed to the press and the public unless
11 agreed otherwise by the chief spokespersons.
- 12 2. No proposals will be placed on the parties’ web sites.
- 13 3. The parties are not precluded from generally communicating with
14 their respective constituencies about the status of negotiations while
15 they are taking place.
- 16 4. There will be no public disclosure or public discussion of the issues
17 being negotiated until resolution or impasse is reached on all issues
18 submitted for negotiations.

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/ 8/12/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

1 C. The Employer will allocate or reallocate positions, including newly created
2 positions, to the appropriate classification within the classification plan
3 based upon the duties assigned and performed. Salary placement for new
4 employees will be established per [Section 42.8](#) - Establishing Salaries for
5 new employees and new classifications. Salary placement for classification
6 reallocations of employees in existing positions, that reflect a change in
7 duties when an employer changes the position’s duties or when an employee
8 submits a Position Review Request (PRR), will be determined per [Section](#)
9 [41.5](#) - Salary Impact of Reallocation.

10 **41.2 Position Description Updates**

- 11 A. Position descriptions will be reviewed during the annual performance
12 review period in accordance with [Subsection 5.2](#) (B)(3).
- 13 B. In accordance with [WAC 357-13-065](#), at the request of the employee and
14 with employee input, the Employer will review and update, if necessary, the
15 employee’s position description every six (6) months.

16 **41.3 Position Review**

17 An individual employee who believes that their position is improperly classified
18 may request a review according to the following procedure:

- 19 A. The employee and/or the employee’s immediate supervisor will complete
20 and sign the appropriate form(s). Nothing precludes an employee who is
21 requesting a reallocation from submitting a copy of the request to the
22 designated Human Resources Office to be date stamped. If the employee
23 initiates the request and the supervisor disagrees with the employee’s
24 description of the current job duties, the supervisor will note that on the
25 form(s).
- 26 B. The supervisor will then send the completed form(s) to the local Human
27 Resources Office. The Human Resources Office will review the completed

1 form(s) and make a decision regarding appropriate classification. The
2 Human Resources Office will respond to the employee and/or the
3 employee’s immediate supervisor in writing within sixty (60) calendar days
4 of receipt of the properly completed form(s). If an allocation determination
5 is not made within the sixty (60) calendar days the employee will be
6 provided with a status report. Upon request, the Human Resources Office
7 will explain the decision to the employee.

8 C. In the event the employee disagrees with the reallocation decision of the
9 agency, they may appeal the agency’s decision to the OFM/State Human
10 Resources within thirty (30) calendar days of being provided the results of
11 a position review or the notice of reallocation. The OFM/State Human
12 Resources will then make a written determination that will be provided to
13 the employee.

14 D. The Employer or employee may appeal the determination of the OFM/State
15 Human Resources to the Washington Personnel Resources Board within
16 thirty (30) calendar days of being provided the written decision of the
17 OFM/State Human Resources. The Board will render a decision, which will
18 be final and binding.

19 E. The effective date of a reallocation resulting from an employee request for
20 a position review is the date the request was filed with the local Human
21 Resources Office.

22 F. Decisions regarding appropriate classification will be reviewed in
23 accordance with this Section and will not be subject to the grievance
24 procedure specified in [Article 29](#), Grievance Procedure

25 **41.4 Effect of Reallocation**

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

1 1. If the employee has performed the higher-level duties for at least six
2 (6) months and has the skills and abilities required of the position,
3 the employee will remain in the position and retain their existing
4 appointment status.

5 2. If the reallocation is the result of a change in the duties of the
6 position and the employee has not performed the higher-level duties
7 for at least six (6) months, the Employer must give the employee the
8 opportunity to compete for the position if they possess the required
9 skills and abilities. The Employer may choose to promote the
10 employee without competition as long as the employee possesses
11 the required skills and abilities. If the employee is not selected for
12 the position, or does not have the required skills and abilities, the
13 layoff procedure specified in [Article 34](#), Layoff and Recall, will
14 apply. If the employee is appointed to the position, they must serve
15 a trial service period.

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

17 1. If the employee has the skills and abilities required of the position,
18 the employee will remain in the position and retain their existing
19 appointment status.

20 2. If the employee does not have the skills and abilities required of the
21 position, the layoff procedure specified in [Article 34](#), Layoff and
22 Recall, will apply.

23 C. Reallocation to a Class with a Lower Salary Range Maximum

24 1. If the employee has the skills and abilities required of the position
25 and chooses to remain in the reallocated position, the employee will
26 retain their existing appointment status and has the right to be placed
27 on the agency's internal layoff list for the classification the

1 employee held permanent status in prior to the reallocation and in
2 the General Government Transition Pool Program.

3 2. If the employee chooses to vacate the position or does not have the
4 skills and abilities required of the position, the layoff procedure
5 specified in Article 34, Layoff and Recall, will apply.

6 **41.5 Salary Impact of Reallocation**

7 An employee whose position is reallocated will have their salary determined as
8 follows:

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

10 Upon appointment to the higher class, the employee's base salary will be
11 increased to a step of the range for the new class that is nearest to five
12 percent (5%) higher than the amount of the pre-promotional step. At the
13 time of the reallocation, the agency head or designee may authorize an
14 increase of the base salary up to a total of ten percent (10%). The base salary
15 will not exceed the top of the range.

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

17 The employee retains their previous base salary.

18 C. Reallocation to a Class with a Lower Salary Range Maximum

19 The employee will be paid an amount equal to their current salary, provided
20 it is within the salary range of the new position. In those cases where the
21 employee's current salary exceeds the maximum amount of the salary range
22 for the new position, the employee will continue to be compensated at the
23 salary they were receiving prior to the reallocation downward, until such
24 time as the employee vacates the position or their salary falls within the new
25 salary range.

- 1 **41.6** The Employer will notify the Union when a position is being reallocated to a job
2 classification that is excluded from a bargaining unit covered by this agreement.

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/ 8/12/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

3

1 E. ~~Effective January 1, 2025, all salary ranges and steps of the “CC” Range~~
2 ~~Salary Schedule will be increased by two percent (2%), as shown in~~
3 ~~Appendix M. This salary increase is based on the “CC” Range Salary~~
4 ~~Schedule in effect on December 31, 2024.~~

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

9 G. Longevity Increase

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

12 **42.26 Recruitment or Retention – Compression or Inversion – Higher Level Duties**
13 **and Responsibilities – Inequities**

14 Effective July 1, 20~~25~~¹⁹, targeted job classifications were assigned to a higher
15 salary range due to documented recruitment or retention difficulties, compression
16 or inversion, higher level duties and responsibilities or inequities. Section
17 27~~Section 10~~ Supplemental DOC Appendix S identifies the impacted job
18 classifications, the effective dates and the salary range for which they were
19 assigned.

20 **42.37 Pay for Performing the Duties of a Higher Classification**

21 A. Employees who are temporarily assigned the full operational scope of duties
22 and responsibilities for more than ~~thirty-three~~ (30) ~~calendar~~business days
23 to a higher-level classification whose salary range maximum is less than
24 fifteen percent (15%) higher than the salary range maximum of the former
25 class will be notified in writing by the Employer and will be advanced to a
26 step of the range for the new class that is nearest to five percent (5%) higher
27 than the amount of the pre-promotional step. The increase will become

1 effective on the first day the employee was performing the higher-level
2 duties.

3 B. Employees who are temporarily assigned the full operational scope of duties
4 and responsibilities for more than ~~thirty-three~~(30) ~~businesscalendar~~ days to
5 a higher-level classification whose salary range maximum is fifteen percent
6 (15%) or more higher than the salary range maximum of the former class
7 will be notified in writing by the Employer and will be advanced to a step
8 of the range for the new class that is nearest to ten percent (10%) higher
9 than the amount of the pre-promotional step. The increase will become
10 effective on the first day the employee was performing the higher- level
11 duties.

12 C. Unless other on-duty employees are unavailable to assume the work in the
13 higher classification, an employee may refuse an assignment to work in the
14 higher classification, except in those positions where the classification
15 specification allows for the assignment of such duties.

16 **42.48 Establishing Salaries for New Employees and New Classifications**

17 The Employer will assign newly hired employees to the appropriate range and step
18 of the appropriate State Salary Schedules as described in Section 42.4, above.

19 **42.59 Periodic Increases**

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

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

24 B. Employees who are hired at the minimum step of their pay range will
25 receive a two (2) step increase to base salary following completion of six
26 (6) months of continuous service and the date they receive that increase will

1 be the employee's periodic increment date. Thereafter, employees will
2 receive a two (2) step increase annually, on their periodic increment date,
3 until they reach the top of the pay range.

4 C. Employees who are hired above the minimum step of the pay range will
5 receive a two (2) step increase to base salary following completion of twelve
6 (12) months of continuous service and the date they receive that increase
7 will be the employee's periodic increment date. Thereafter, employees will
8 receive a two (2) step increase annually, on their periodic increment date,
9 until they reach the top of the pay range.

10 ~~D. Employees governed by the "N1" range salary schedule that have reached~~
11 ~~Step K, will receive a one (1) step increase based on years of experience up~~
12 ~~to the maximum of the range.~~

13 DE. Employees who are appointed to another position with a different salary
14 range maximum will retain their periodic increment date and will receive
15 step increases in accordance with [Subsections 42.9](#) A through C.

16 ~~F. Seasonal career/cyclic employees periodic increment dates will be adjusted~~
17 ~~for time not worked.~~

18 ~~42.6~~42.10 Salary Assignment Upon Promotion

19 A. Employees promoted to a position in a class whose salary range maximum
20 is less than fifteen percent (15%) higher than the salary range maximum of
21 the former class will be advanced to a step of the range for the new class
22 that is nearest to five percent (5%) higher than the amount of the pre-
23 promotional step. The Appointing Authority may approve an increase
24 beyond this minimum requirement, not to exceed the maximum of the salary
25 range.

26 B. Employees promoted to a position in a class whose salary range maximum
27 is fifteen percent (15%) or more higher than the salary range maximum of

1 the former class will be advanced to a step of the range for the new class
2 that is nearest to ten percent (10%) higher than the amount of the pre-
3 promotional step. The Appointing Authority may approve an increase
4 beyond this minimum requirement, not to exceed the maximum of the salary
5 range.

6 C. Geographic Adjustments

7 The Appointing Authority may authorize more than the step increases
8 specified in [Subsections 42.9](#) A and B, when an employee's promotion
9 requires a change of residence to another geographic area to be within a
10 reasonable commuting distance of the new place of work. Such an increase
11 may not result in a salary greater than the range maximum.

12 **42.7~~11~~ Salary Adjustments**

13 The Employer may increase an employee's step within the salary range to address
14 issues related to recruitment, retention or other business needs. Such an increase
15 may not result in a salary greater than Step M of the range.

16 **42.8~~12~~ Demotion**

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

21 **42.9~~13~~ Transfer**

22 A transfer is defined as an employee-initiated move of an employee from a position
23 to another position within or between agencies in the same class (regardless of
24 assigned range), or a different class with the same salary range. Transferred
25 employees will retain their current base salary. If the previous base salary exceeds
26 the new range, the employee's base salary will be set to the new range maximum.

1 **42.104 Reassignment**

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

6 **42.115 Reversion**

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

12 **42.126 Elevation**

13 Elevation is defined as restoring an employee to the higher classification, with
14 permanent status, which was held prior to being granted a demotion or to a class
15 that is between the current class and the class from which the employee was
16 demoted. Upon elevation, an employee's salary will be determined in the same
17 manner that is provided for promotion in Section 42.9.

18 **42.137 Part-Time Employment**

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

22 **42.148 Callback**

23 A. Work Preceding or Following a Scheduled Work Shift

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

4 1. Lack of notice for such work will be considered callback and will
5 result in a penalty of three (3) hours of pay at the basic salary in
6 addition to all other compensation due. This penalty will apply to
7 each call.

8 2. The Employer may cancel a callback notification to work extra
9 hours at any time, but cancellation will not waive the penalty cited
10 in this Section.

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

13 B. Work on Scheduled Days Off or Holidays

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

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

22 2. The Employer may cancel work assigned on a day off or holiday.
23 However, if the Employer does not notify affected employees of
24 such cancellation at least prior to their normal quitting times on their
25 second workday preceding the day off or holiday work assignment,
26 affected employees will receive a penalty payment of three (3) hours
27 pay at the basic salary.

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

2 C. When an overtime-eligible employee volunteers to work on a scheduled day
3 off, the employee is not entitled to callback under [Subsection 42.18 B](#).

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

7 ~~E. Emergency Schedule Changes – Departments of Agriculture and~~
8 ~~Transportation~~

9 ~~If the Employer makes an emergency schedule change as defined in Article~~
10 ~~6, Hours of Work, the affected employee will receive a penalty payment of~~
11 ~~three (3) hours pay at the basic salary, per occurrence, in addition to all other~~
12 ~~compensation due.~~

13 **42.15⁹ Shift Premium**

14 A. For purposes of this Section, the following definitions apply:

15 1. “Evening shift” is a work shift of eight (8) or more hours which ends
16 at or after 10:00 p.m.

17 2. “Night shift” is a work shift of eight (8) or more hours which begins
18 by 3:00 a.m.

19 B. A basic shift premium of two dollars and fifty cents (\$2.50) per hour will
20 be paid to full-time employees under the following circumstances:

21 1. Regularly scheduled evening and night shift employees are entitled
22 to shift premium for all hours worked.

23 2. Regularly scheduled day shift employees are entitled to shift
24 premium when the employee’s regular or temporary scheduled work
25 includes hours after 6:00 pm and before 6:00 am where no overtime,

1 schedule change pay, or callback compensation is received. Shift
2 premium for day shift employees is paid only for hours worked after
3 6:00 pm and before 6:00 am.

4 3. Employees regularly scheduled to work at least one (1), but not all,
5 evening and/or night shifts are entitled to shift premium for those
6 shifts. Additionally, these employees are entitled to shift premium
7 for all hours adjoining that evening or night shift which are worked.

8 C. Part-time and on-call employees will be entitled to basic shift premium
9 under the following circumstances:

10 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

11 2. For assigned full evening or night shifts, as defined above in
12 [Subsection 42.19 A](#).

13 D. In cases where shift premium hours are regularly scheduled over a year,
14 agencies may pay shift premium at a monthly rate that is equal for all
15 months of the year. Monthly rates will be calculated by dividing twelve (12)
16 into the amount of shift premium an employee would earn in a year if the
17 hourly rules in [Subsection 42.19 \(B\)\(1\)](#) were applied.

18 E. When an employee is compensated for working overtime during hours for
19 which shift premium is authorized in this Section, the overtime rate will be
20 calculated using the “regular rate”.

21 F. Employees eligible for shift premium for their regularly scheduled shifts
22 will receive the same proportion of shift premium for respective periods of
23 authorized paid leave and for holidays not worked which fall within their
24 regularly scheduled shift.

1 ~~42.20 Placeholder~~

2 ~~42.1621~~ Premium Pay

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

7 B. ~~Corrections Specialist 4's~~ Employees assigned to the Community Response
8 Unit serving as experts on highly specialized teams and assigned to various
9 law enforcement task forces, and trained to partner in the community with
10 federal, state, and local law enforcement will receive an additional ten
11 percent (10%) of base pay.

12 C. Corrections Specialist 3's assigned to the Civil Commitment Unit will
13 receive an additional five percent (5%) of base pay.

14 D. Employees who ~~have been identified as essential~~ qualify and ~~could be~~ are
15 deployed to backfill in positions within the prisons due to an emergent event
16 shall be paid the higher of their base rate or the rate of a substantially
17 equivalent position while ~~training for or filling in~~ backfilling in the prisons.
18 Those ~~qualified to~~ who fill in shall be paid a ~~retention bonus of~~ premium pay
19 of three percent (3%) of the higher base pay hour for hour for time ~~for every~~
20 ~~fiscal year they continue to volunteer and remain qualified~~ spent deployed
21 to and performing work in a prison.

22 Qualified means either 1) the bargaining unit employee has successfully
23 completed CCOA or CORE training, which will be verified by DOC
24 through a training record, or 2) the bargaining unit employee's position
25 requires CCOA or CORE training and the employee has not yet attended
26 the CCOA or CORE training.

1 DOC will run a report to verify qualified WFSE employees on June 30th of
2 each fiscal year. Employees must be qualified and in a bargaining unit
3 position on June 30th to be eligible for deployment to a prison to backfill in
4 an emergent event.

5 E. A Sergeant who volunteers and is designated by the Appointing Authority
6 or designee as a Corrections Officer Filed Training Program (COFTP)
7 training sergeant will receive their base salary plus three percent (3%) for
8 the duration of their COFTP training sergeant assignment.

9 **42.17~~23~~** **Split Shift**

10 When an employee's assigned work shift is split with a minimum of four (4)
11 intervening hours not worked, the employee, ~~except for registered nurses and~~
12 ~~related classes,~~ will receive the shift premium rate designated in Subsection 42.19
13 B for all hours worked. The provisions of Subsections 42.19 D, E and F will apply
14 to employees working split shifts.

15 **42.18~~24~~** **Standby**

16 A. An employee is in standby status while waiting to be engaged to work by
17 the Employer and both of the following conditions exist:

18 1. The employee is required to be present at a specified location or is
19 immediately available to be contacted. The location may be the
20 employee's home or other specific location, but not a work site away
21 from home. When the standby location is the employee's home, and
22 the home is on the same state property where the employee works,
23 the home is not considered a work site.

24 2. The agency requires the employee to be prepared to report
25 immediately for work if the need arises, although the need might not
26 arise.

- 1 B. Standby status will not be concurrent with work time.
- 2 C. When the nature of a work assignment confines an employee during off-
3 duty hours and that confinement is a normal condition of work in the
4 employee's position, standby compensation is not required merely because
5 the employee is confined.
- 6 D. Overtime-eligible employees on standby status will be compensated at a
7 rate of seven percent (7%) of their hourly base salary for time spent in
8 standby status.
- 9 E. Overtime-exempt employees will be compensated twenty-five dollars
10 (\$25.00) for each day or portion thereof spent in standby status. A day is
11 defined as a twenty-four (24) hour period beginning on the first hour an
12 employee is assigned standby status.
- 13 F. Employees dispatched to emergency fire duty as defined by [RCW](#)
14 [38.52.010](#) are not eligible for standby pay.
- 15 G. This Section will be administered in accordance with the Fair Labor
16 Standards Act (FLSA).

17 **42.19~~25~~** **Relocation Compensation**

- 18 A. The Employer may authorize lump sum relocation compensation, within
19 existing budgetary resources, under the following conditions:
- 20 1. When it is reasonably necessary that a person make a domiciliary
21 move in accepting a reassignment or appointment, or
- 22 2. When it is necessary to successfully recruit or retain a qualified
23 candidate or employee who will have to make a domiciliary move
24 in order to 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 ~~42.26 Placeholder~~

9 42.207 Salary Overpayment Recovery

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

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

16 B. Method of Payback

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

- 19 a. Voluntary wage deduction
- 20 b. Cash
- 21 c. Check

22 2. The employee will have the option to repay the overpayment over a
23 period of time equal to the number of pay periods during which the
24 overpayment was made, unless a longer period is agreed to by the
25 employee and the agency. The payroll deduction to repay the
26 overpayment shall not exceed five percent (5%) of the employee's

1 Special pay ranges are used to equal or approximate prevailing rate practices
2 found in private industry or other governmental units. An affected class is
3 identified by a letter designation following the basic salary range number or
4 by a letter designation preceding a number. In the latter case, a special salary
5 schedule will be used for such classes.

6 C. All Assignment Pay rates and Special Pay Ranges and Notes are listed
7 within [Section 25](#)~~Section 9~~ Supplemental DOC Appendix_O of this
8 Addendum.

9 **42.22~~9~~ Dependent Care Salary Reduction Plan**

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

14 **42.23~~30~~ Pre-tax Health Care Premiums**

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

18 **42.24~~31~~ Medical/Dental Expense Account**

19 The Employer agrees to allow insurance eligible employees, covered by the
20 Agreement, to participate in a medical and dental expense reimbursement program
21 to cover co-payments, deductibles and other medical and dental expenses, if
22 employees have such costs, or expenses for services not covered by health or dental
23 insurance on a pre-tax basis as permitted by federal tax law or regulation.

24 **42.25~~32~~ Voluntary Separation Incentives – Voluntary Retirement Incentives**

25 Agencies will have the discretion to participate in a Voluntary Separation Incentive
26 Program or a Voluntary Retirement Incentive Program, if such program is provided

1 for in the operating budget. Such participation must be in accordance with the
2 program guidelines. Program incentives or offering of such incentives are not
3 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

4 ~~42.33 Placeholder~~

5 ~~42.34 Placeholder~~

6 ~~42.35 Placeholder~~

7 ~~42.36 Placeholder~~

8 ~~42.26~~³⁷ **Emergency/Disaster Operations Compensation**

9 All employees performing emergency/disaster duties when working full-time under
10 a Level 2 or higher activation level designated by the State Emergency Operation
11 Center will be compensated as follows:

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

19 B. For those hours worked during the activation, one dollar (\$1.00) is added to
20 an employee's regular rate in lieu of shift differential, split shift differential,
21 and/or schedule change compensation.

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

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

5 **42.27 Employee Referral Program**

6 A. Current employees who refer an external candidate that is interviewed,
7 successfully completes Community Corrections Officer Academy and the
8 psychological testing, and is hired as a Community Corrections Officer 1 or 2 will
9 receive a two hundred fifty dollar (\$250.00) referral incentive. In addition, once the
10 referred person completes their probationary period, the referring employee will
11 receive an additional two hundred fifty dollar (\$250.00) referral incentive.

12 B. Current employees who refer an external candidate that is interviewed,
13 successfully completes Correctional Worker CORE and the psychological testing,
14 and is hired as a Corrections and Custody Officer 1 or 2 will receive a two hundred
15 fifty dollar (\$250.00) referral incentive. In addition, once the referred person
16 completes their probationary period, the referring employee will receive an
17 additional two hundred fifty dollar (\$250.00) referral incentive.

18 C. Current employees who refer an external candidate that is hired as a Cook 1 or
19 2, or Food Service Manager 1 will receive a two hundred fifty dollar (\$250.00)
20 referral incentive. In addition, once the referred person completes their
21 probationary period, the referring employee will receive an additional two hundred
22 fifty dollar (\$250.00) referral incentive.

23 D. Employees in positions that have recruitment as a designated job duty are not
24 eligible to receive the referral incentives.

25 **42.28 Labor & Industries Risk Class 7200/7201**

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ARTICLE 47
WORKPLACE BEHAVIOR

- 47.1** The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency’s business needs, employee well-being or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 47.2** Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee, and/or the employee’s union representative, is encouraged to report this behavior to the employee’s supervisor or the Human Resources Office and/or file a grievance in accordance with [Article 29](#), Grievance Procedure. At no time will retaliatory behavior be tolerated for reporting inappropriate workplace behavior. Employees and/or union representatives should identify complaints as inappropriate workplace behavior.
- 47.3** The Employer will look into the complaint and/or grievance and take appropriate action as necessary. If a complaint was filed, the employee and/or the union representative will be notified at the conclusion.
- 47.4** The Employer and the Union shall jointly make available training on this Article in electronic or in-person format. The training will be provided to union representatives (UMCC committee members, shop stewards, paid Union staff, Union officers), supervisors, managers and Human Resource Office staff.
- 47.5** Grievances related to this Article may be processed through Step 4 of the grievance procedure outlined in [Article 29](#).

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/ 8/20/2024

/s/ 8/26/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

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APPENDIX B
JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR
FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2

1. Board of Industrial Insurance Appeals

IT Support Technician 2

2. Center for Deaf and Hard of Hearing Youth

Information Technology Specialist 3

Maintenance Mechanic 2

3. Department of Agriculture

Agricultural Commodity Inspector 1, 2, 3, 4, and 5

Brand Inspector 1 and 2

Grain Inspector 1, 2 and 3

Grain Inspector Supervisor

Grain Sampler/Weigher

Pest Biologist 1 and 2

4. Department of Children, Youth, and Families

Juvenile Rehabilitation Coordinator (excluding Institutions)

Juvenile Rehabilitation Security Manager

Juvenile Rehabilitation Supervisor

Social Service Specialist 3 and 4

Social and Health Program Consultant 1 and 2

Social Service Training Specialist

5. Department of Commerce

Commerce Specialists 1 and 2

1 **6. Department of Ecology**

2 Community Outreach & Environmental Education Specialist 1, 2, 3, and 4

3 Environmental Planner 1, 2, 3, 4 and 5

4 Environmental Specialist 1, 2, 3, 4, and 5

5 Information Technology Specialist 1, 2, 3, 4, and 5

6 Management Analyst 3, 4, and 5

7 Marine Transportation Safety Specialist 2 and 3

8 Natural Resource Scientist 1, 2, 3, and 4

9 **7. Department of Fish and Wildlife**

10 Carpenter

11 Construction and Maintenance Project Supervisor

12 Construction Project Coordinator 1, 2, and 3

13 Control Technician, Lead

14 Customer Service Specialist 2

15 Electrician

16 Electronics Technician

17 Equipment Operator 2

18 Equipment Technician 1, 2, and 3

19 Land Surveyor 2 and 3

20 Maintenance Mechanic 1, 2, and 3

21 Utility Worker 1, 2, 3, and 4

22 Welder/Fabricator

23 **8. Department of Health**

24 Health Care Investigator 1, 2, and 3

25 Investigator 3 and 4

26 Pharmacist Investigator

1 **9. Department of Labor and Industries**

- 2 Apprenticeship Consultant 2 and 3
- 3 Industrial Hygienist 2, 3 and 4
- 4 Industrial Relations Agent 2, 3, and 4
- 5 Investigator 2 and 3
- 6 Safety and Health Inspector 1, 2, 3 and 4

7 **10. Department of Social and Health Services**

- 8 Attendant Counselor Manager
- 9 Community Worker
- 10 Developmental Disabilities Case/Resource Manager
- 11 Developmental Disabilities Outstation Manager
- 12 Food Manager 1
- 13 Forensic Therapists
- 14 Investigator 1 and 2
- 15 Long Term Care Surveyor
- 16 Program Specialist 3 (ESA/CSD Mobile CSO)
- 17 Quality Control Specialist
- 18 Residential Services Coordinator
- 19 Security Guard 3
- 20 Social Service Specialist 3 and 4
- 21 Social Service Training Specialist

22 **11. Employment Security Department**

- 23 Information Technology Specialist 2, 3 and 4

24 **12. Horse Racing Commission**

- 25 Investigator 1, 2 and 3
- 26 Racing Official 1 and 2

1 **13. Military Department**

2 Emergency Management Program Specialist 1 and 2
3 Information Technology Specialist 2 and 3

4 **14. Office of the Insurance Commissioner**

5 Financial Examiner 1

6 **15. Office of Minority and Women’s Business Enterprises**

7 Management Analyst 4

8 **16. Recreation and Conservation Office**

9 Information Technology Specialist 2

10 **17. Utilities and Transportation Commission**

11 Transportation Engineer 3 (Federal Rail Inspectors)
12 Rail Carrier Compliance Specialist (State Rail Inspectors)
13 Investigator 3 (Motor Carrier Inspectors)
14 Energy/Utilities Engineer 3 (Pipeline Inspectors)

15 **18. Washington State Historical Society**

16 Preservation and Museum Specialist 1
17 Preservation and Museum Specialist 2
18 Preservation and Museum Specialist 3
19 Preservation and Museum Specialist 4
20 Program Coordinator
21 Maintenance Custodian
22 Information Technology Specialist 2

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SECTION 29
SUPPLEMENTAL DOC APPENDIX C
LAYOFF UNITS

4

~~1. — Arts Commission~~

5

~~The agency is designated as the single layoff unit.~~

6

~~2. — Board of Industrial Insurance Appeals~~

7

~~The agency is designated as the single layoff unit.~~

8

~~3. — Center for Deaf and Hard of Hearing Youth~~

9

~~The agency is designated as the single layoff unit.~~

10

~~4. — Criminal Justice Training Commission~~

11

~~The layoff unit will first be the county in which the position is located, and if no
options are available, then to the department statewide.~~

12

13

~~5. — Department of Agriculture~~

14

~~Layoff units will be by order as follows:~~

15

~~A. — Division by County~~

16

~~The employee's division within the county in which the permanent
workstation is located.~~

17

18

~~1) — For the purposes of the execution of this section, the following
counties will be combined as a single layoff unit:~~

19

20

~~a. — Chelan and Douglas~~

21

~~b. — Benton and Franklin~~

22

~~c. — Clark and Cowlitz~~

23

~~d. — Grant and Adams~~

1

2

~~B. County Only~~

3

~~If no option is available within the division/county layoff unit, the entire
agency within the county in which the employee's permanent workstation
is located will be considered the layoff unit.~~

4

5

6

~~1) For the purposes of the execution of this section, the following
counties will be combined as a single layoff unit:~~

7

8

~~a. Chelan and Douglas~~

9

~~b. Benton and Franklin~~

10

~~c. Clark and Cowlitz~~

11

~~d. Grant and Adams~~

12

13

~~C. Entire Division/Statewide~~

14

~~If no option is available within the county layoff unit, the employee's
division throughout the entire state will be considered the layoff unit.~~

15

16

17

~~D. Entire Agency~~

18

~~If no option is available within the division/statewide layoff unit, the entire
department statewide will be considered the layoff unit.~~

19

20

21

~~6. Department of Children, Youth, and Families~~

22

~~The DCYF layoff units shall be as described below:~~

23

~~A. Excluding institutions, County of the official duty station~~

1 ~~B. — If no option is available within the county layoff unit, the unit expands to a~~
 2 ~~specified county grouping layoff unit as defined in the table below. (Note:~~
 3 ~~if your official duty station is in the county in Column A, your layoff unit~~
 4 ~~at this step will include the county in Column A and the counties in Column~~
 5 ~~B).~~

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman, Walla Walla, Columbia
Benton	Franklin, Grant, Walla Walla, Yakima, Klickitat
Chelan	Kittitas, Grant, Douglas, Okanogan
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman, Asotin
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman, Walla Walla
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln, Yakima
Grays Harbor	Lewis, Mason, Pacific, Thurston, Jefferson

Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason, Grays Harbor
King	Kitsap, Pierce, Snohomish
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima, Benton
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wahkiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Column A	Column B
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wahkiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis, Klickitat
Snohomish	Island, King, Skagit, Whatcom

Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman, Asotin, Garfield
Whatecom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat, Grant

1

2

~~C. If no option is available within the specified county grouping layoff unit as defined above, then the unit expands to a regional layoff unit. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Region 5.~~

3

4

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6

7

~~D. If no option is available within the Regional Layoff unit above, the department statewide will be considered the layoff unit.~~

8

9

~~For institutions only: the institution in which the employee works will be the primary layoff unit. If no option is available within the institution proceed through Subsection A-D above.~~

10

11

12

~~7. Department of Commerce~~

13

~~Layoff units will be by order as follows:~~

14

~~A. Division by County~~

1 ~~The employee's division within the county in which the permanent~~
2 ~~workstation is located.~~

3 ~~B. County Only~~

4 ~~If no option is available within the division/county layoff unit, the entire~~
5 ~~agency within the county in which the employee's permanent workstation~~
6 ~~is located will be considered the layoff unit.~~

7 ~~C. Entire Division/Statewide~~

8 ~~If no option is available within the county layoff unit, the employee's~~
9 ~~division throughout the entire state will be considered the layoff unit.~~

10 ~~D. Entire Agency~~

11 ~~If no option is available within the division/statewide layoff unit, the entire~~
12 ~~department statewide will be considered the layoff unit.~~

13 **8. Department of Corrections**

14 Layoff units will be by order as follows:

15 A. County

16 The county in which the employee's permanent workstation is located.

17 B. Neighboring County Group

18 If no option is available within the county layoff unit, the unit expands to a
19 neighboring county group layoff unit as defined in the table below.
20 Neighboring counties are adjoining counties that share a land border or are
21 connected by a bridge. (Note: If your permanent workstation is in the county
22 in Column A, your layoff unit at this step will include the counties in
23 Column B).

1

Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Adams	Franklin; Grant; Lincoln; Whitman
Asotin	Garfield; Whitman
Benton	Franklin; Grant; Klickitat; Yakima; Walla Walla
Chelan	Douglas; Kittitas; Okanogan
Clallam	Jefferson
Clark	Cowlitz; Skamania
Columbia	Garfield; Walla Walla; Whitman
Cowlitz	Clark; Lewis; Skamania; Wahkiakum
Douglas	Chelan; Grant; Kittitas; Okanogan
Ferry	Lincoln; Okanogan; Stevens
Franklin	Adams; Benton; Grant; Walla Walla; Whitman
Garfield	Asotin; Columbia; Whitman
Grant	Adams; Benton; Douglas; Franklin; Lincoln; Kittitas; Okanogan; Yakima
Grays Harbor	Jefferson; Lewis; Mason; Pacific; Thurston
Island	Skagit
Jefferson	Clallam; Kitsap; Grays Harbor; Mason

King	Pierce; Snohomish
Kitsap	Jefferson; Mason; Pierce
Kittitas	Chelan; Douglas; Grant; Yakima
Klickitat	Yakima; Benton
Work Station County (Column A)	Neighboring County Group Layoff Unit (Column B)
Lewis	Cowlitz; Grays Harbor; Pacific; Pierce; Skamania; Thurston; Wahkiakum
Lincoln	Adams; Ferry; Grant; Okanogan; Spokane; Stevens; Whitman
Mason	Grays Harbor; Jefferson; Kitsap; Thurston
Okanogan	Chelan; Douglas; Ferry; Grant; Lincoln
Pacific	Grays Harbor; Lewis; Wahkiakum
Pend Oreille	Spokane; Stevens
Pierce	King; Kitsap; Lewis; Thurston
San Juan	None
Skagit	Island; Snohomish; Whatcom
Skamania	Clark; Cowlitz; Lewis
Snohomish	King; Skagit
Spokane	Lincoln; Pend Oreille; Stevens; Whitman

Stevens	Ferry; Lincoln; Pend Oreille; Spokane
Thurston	Grays Harbor; Lewis; Mason; Pierce
Wahkiakum	Cowlitz; Lewis; Pacific
Walla Walla	Benton; Columbia; Franklin
Whatcom	Skagit
Whitman	Adams; Asotin; Columbia; Franklin; Garfield; Lincoln; Spokane
Yakima	Benton; Grant; Kittitas; Klickitat

1

2 C. Statewide

3 If no option is available within the neighboring county group layoff unit,
4 the department statewide will be considered the layoff unit.

5 ~~9. Department of Ecology~~

6 ~~The county in which the employee's workstation is located will be the~~
7 ~~primary layoff unit. If no option is available within the county layoff unit,~~
8 ~~the unit expands to the region. If no option is available within the regional~~
9 ~~layoff unit, the unit expands to the department statewide.~~

10 ~~10. Department of Fish and Wildlife~~

11 ~~The following will constitute separate layoff units.~~

12 ~~A. All classified support staff.~~

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

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

2 ~~In each layoff unit the first option will be within the county of the position's~~
3 ~~official duty station. If there are no options in the county, the search expands~~
4 ~~to the bordering counties within the layoff unit. If there are no options in~~
5 ~~the bordering counties, the search expands to statewide within the layoff~~
6 ~~unit. If no option is available in the state within the layoff unit, the unit~~
7 ~~expands to the department statewide.~~

8 **~~11. Department of Enterprise Services~~**

9 A. ~~Western Washington Region~~

10 ~~The layoff unit will first be the county in which the employee's permanent~~
11 ~~workstation is located. If there are no options in the county, the layoff unit~~
12 ~~expands to Western Washington. If there are no options in Western~~
13 ~~Washington, the layoff unit expands to the department statewide.~~

14 B. ~~Eastern Washington Region~~

15 ~~The layoff unit will first be the county in which the employee's permanent~~
16 ~~workstation is located. If there are no options in the county the layoff unit~~
17 ~~expands to Eastern Washington. If there are no options in Eastern~~
18 ~~Washington, the layoff unit expands to the department statewide.~~

19 **~~12. Department of Health~~**

20 ~~The layoff unit will first be the county in which the position is located, and if no~~
21 ~~options are available, then to the department statewide.~~

22 **~~13. Consolidated Technology Services~~**

23 ~~The layoff unit will first be the county in which the position is located, and if no~~
24 ~~options are available, then to the department statewide.~~

1 ~~14. Department of Labor and Industries~~

2 ~~The county in which an employee's workstation is located will be the primary~~
3 ~~layoff unit. If no option is available within the county layoff unit, the unit expands~~
4 ~~to the bordering counties, and then the unit expands to the region. If no option is~~
5 ~~available within the regional layoff unit, the unit expands to the department~~
6 ~~statewide.~~

7 ~~15. Department of Licensing~~

8 ~~The department is separated into six (6) layoff units. These layoff units are~~
9 ~~described as follows:~~

10 ~~1. Layoff Unit 1~~

11 ~~Whatecom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam~~
12 ~~Counties. *(Western Washington region)~~

13 ~~2. Layoff Unit 2~~

14 ~~King County. *(Western Washington region)~~

15 ~~3. Layoff Unit 3~~

16 ~~Pierce and Kitsap Counties. *(Western Washington Region)~~

17 ~~4. Layoff Unit 4~~

18 ~~Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat~~
19 ~~(White Salmon only), Skamania and Grays Harbor Counties. *(Western~~
20 ~~Washington Region)~~

21 ~~5. Layoff Unit 5~~

22 ~~Douglas, Okanogan, Ferry, Stevens, Pend Oreille, Lincoln, Spokane and~~
23 ~~Chelan Counties. *(Eastern Washington Region)~~

1 ~~6. — Layoff Unit 6~~

2 ~~Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin,~~
3 ~~Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties.~~
4 ~~*(Eastern Washington Region)~~

5 ~~If there are no options available in the layoff unit, the applicable *region~~
6 ~~shall be considered the layoff unit.~~

7 ~~If there are no options available in the applicable region, the layoff unit shall~~
8 ~~be statewide.~~

9 ~~16. — **Department of Natural Resources**~~

10 ~~A. — For All Employees except Seasonal Career Employees the Layoff Units are:~~

11 ~~1. — For positions located in the Natural Resources Building (NRB), the~~
12 ~~layoff unit will first be within the NRB, and if no options are~~
13 ~~available, then to the department statewide.~~

14 ~~2. — For positions located in a region, the layoff unit will first be within~~
15 ~~the region in which the position is located, and if no options are~~
16 ~~available, then to the department statewide.~~

17 ~~B. — For Seasonal Career Employees, the Layoff Units are:~~

18 ~~1. — The district within which the position is assigned; or~~

19 ~~2. — The region excluding district positions, if the position is assigned to~~
20 ~~a region but does not report to a district; or~~

21 ~~3. — The division if the position is assigned to a division~~

1 ~~17. Department of Social and Health Services~~

2 ~~A. Excluding Institutions: The county in which an employee's workstation is~~
3 ~~located will be the primary layoff unit. If no option is available within the~~
4 ~~county layoff unit, the unit expands to bordering counties. If no option is~~
5 ~~available in the bordering counties, the unit expands to the county group. If~~
6 ~~no option is available in the county group, the unit expands to the region. If~~
7 ~~there is no option available within the region, the unit expands to the~~
8 ~~department statewide.~~

9 ~~B. For institutions only: The institution in which the employee works will be~~
10 ~~the primary layoff unit. If no option is available within the institution layoff~~
11 ~~unit, the unit expands to the county. If no option is available within the~~
12 ~~county layoff unit, the unit expands to bordering counties. If no option is~~
13 ~~available in the bordering counties, the unit expands to the county group. If~~
14 ~~no option is available in the county group, the unit expands to the region. If~~
15 ~~no option is available within the region, the unit expands to the department~~
16 ~~statewide. Within the Developmental Disabilities Administration~~
17 ~~institutions, State Operated Living Facilities (SOLA) will be considered~~
18 ~~part of the institution layoff unit for the purpose of identifying layoff~~
19 ~~options.~~

20 ~~C. County Group:~~

21 ~~Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant,~~
22 ~~Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.~~

23 ~~Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and~~
24 ~~Yakima.~~

25 ~~Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.~~

26 ~~Group 4: King~~

1 ~~Group 5: — Kitsap, and Pierce.~~

2 ~~Group 6: — Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat,~~
3 ~~Lewis, — Mason, — Pacific, — Skamania, — Thurston, — and~~
4 ~~Wahkiakum.~~

5 ~~18. — Department of Transportation~~

6 ~~Layoff units are as follows:~~

7 ~~A. — Headquarters Layoff Unit~~

8 ~~The layoff unit for headquarters employees includes all positions located in~~
9 ~~Thurston County. This layoff unit does not include positions assigned to the~~
10 ~~Olympic Region.~~

11 ~~B. — Right of Way Layoff Units~~

12 ~~Employees will be offered available layoff options, first within the~~
13 ~~employee's local layoff unit. The local layoff units are the Transportation~~
14 ~~Building and the region Real Estate Services Offices, where the employee's~~
15 ~~permanent duty station is located. Local layoff units will not cross layoff~~
16 ~~unit boundaries. If the employee has no option within the local layoff unit~~
17 ~~to remain at his/her present class or at the next lower class in which the~~
18 ~~employee has permanent status, the employee's layoff unit will expand to~~
19 ~~include all bargaining unit positions within the Department.~~

20 ~~C. — Eastern Region, North Central Region, Olympic Region, South Central~~
21 ~~Region and Southwest Region Layoff Units~~

22 ~~The local layoff unit for Maintenance employees includes all positions~~
23 ~~(including out-stationed Headquarters positions) located in the maintenance~~
24 ~~area within which the employee's official duty station is located.~~

1 ~~The local layoff unit for all other employees includes all positions~~
2 ~~(including out-stationed Headquarters positions) located in the county~~
3 ~~within which the employee's official duty station is located.~~

4 ~~If no option is available within the local layoff unit, the unit expands to~~
5 ~~include all positions (including out-stationed Headquarters positions)~~
6 ~~located in the region. The Olympic Region layoff unit does not include out-~~
7 ~~stationed Headquarters positions.~~

8 ~~D. Northwest Area Layoff Units~~

9 ~~The Northwest Area layoff unit includes all employees and positions in the~~
10 ~~Northwest Region, Planning and Policy office, Aviation Division,~~
11 ~~Washington State Ferries, and out-stationed Headquarters employees and~~
12 ~~positions.~~

13 ~~1. Maintenance Employees~~

14 ~~The local layoff unit for Maintenance employees includes all~~
15 ~~positions (including out-stationed Headquarters positions) located~~
16 ~~in the maintenance area where the employee's official duty station~~
17 ~~is located.~~

18 ~~2. Northwest Region Employees~~

19 ~~The local layoff unit for NW Region employees whose official duty~~
20 ~~station is located in King, Whatcom, Skagit, Island or Snohomish~~
21 ~~county includes all positions (including out-stationed Headquarters~~
22 ~~positions) located in the county within which the employee's official~~
23 ~~duty station is located. This layoff unit does not include positions~~
24 ~~assigned to the Washington State Ferries.~~

25 ~~3. Aviation Division Employees~~

1 ~~The local layoff unit for Aviation Division employees includes all~~
2 ~~positions (including out-stationed Headquarters positions) assigned~~
3 ~~to the division.~~

4 ~~4. Washington State Ferries~~

5 ~~The local layoff unit for employees includes all positions (including~~
6 ~~out-stationed Headquarters positions) located with the Washington~~
7 ~~State Ferries. The local layoff unit for general service employees~~
8 ~~includes all general service and out-stationed Headquarters~~
9 ~~positions located within the Washington State Ferries.~~

10 ~~If no option is available within any of these local layoff units, the~~
11 ~~unit expands to include all positions (including out-stationed~~
12 ~~Headquarters positions) located in the Northwest Area layoff unit.~~

13 ~~**19. Department of Veterans Affairs**~~

14 ~~The following will constitute the layoff units for the department:~~

15 ~~A. For employees in Western Washington, the county in which the employee's~~
16 ~~permanent workstation is located is the initial layoff unit. If there are no~~
17 ~~options in the county, the layoff unit expands to Western Washington. If~~
18 ~~there are no options in Western Washington, the layoff unit expands to the~~
19 ~~department statewide.~~

20 ~~B. For employees in Eastern Washington, the county in which the employee's~~
21 ~~permanent workstation is located is the initial layoff unit. If there are no~~
22 ~~options in the county, the layoff unit expands to Eastern Washington. If~~
23 ~~there are no options in Eastern Washington, the layoff unit expands to the~~
24 ~~department statewide.~~

25 ~~**20. Employment Security Department**~~

26 ~~A. County of the official duty station.~~

1 ~~B. — If no option is available within the county layoff unit, the unit expands to a~~
 2 ~~specified county grouping layoff unit as defined in the table below. (Note:~~
 3 ~~If your official duty station is in the county in Column A, your layoff unit~~
 4 ~~at this step will include the county in Column A and the counties in Column~~
 5 ~~B).~~

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman
Benton	Franklin, Grant, Walla Walla, Yakima
Chelan	Kittitas, Grant, Douglas
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, — Garfield, — Walla — Walla, Whitman
Cowlitz	Clark, — Lewis, — Pacific, — Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman
Grant	Adams, — Benton, — Chelan, — Douglas, Franklin, Kittitas, Lincoln

Grays Harbor	Lewis, Mason, Pacific, Thurston
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason
King	Kitsap, Pierce, Snohomish, Thurston
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wakiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Column A	Column B
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wakiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom

Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, King, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat

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~~C. If no option is available within the specified county grouping layoff unit as defined in Subsection 2.B above, then the unit expands to a regional layoff unit as defined below. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Unit A.~~

~~1. Regional Layoff Unit A includes: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom.~~

1 ~~The county layoff unit is the primary layoff unit and is the county in which~~
2 ~~an employee's work station is located.~~

3 ~~The region layoff unit is the region in which an employee's work station is~~
4 ~~located. There are four regions in the state: Northwest Region, Southwest~~
5 ~~Region, Central Region and Eastern Region. The statewide layoff unit is all~~
6 ~~AGO offices statewide.~~

7 ~~**26. — Office of the Insurance Commissioner**~~

8 ~~The layoff unit for general service employees is an expanding layoff unit.~~

9 ~~A. — For employees in Western Washington, the county of the official worksite~~
10 ~~is the initial layoff unit. If there are no options in the county, the layoff unit~~
11 ~~expands to Western Washington. If there are no options in Western~~
12 ~~Washington, the layoff unit expands to the department statewide.~~

13 ~~B. — For employees in Eastern Washington, the county of the official worksite is~~
14 ~~the initial layoff unit. If there are no options in the county, the layoff unit~~
15 ~~expands to Eastern Washington. If there are no options in Eastern~~
16 ~~Washington, the layoff unit expands to the department statewide.~~

17 ~~**27. — Office of Minority and Women's Business Enterprises**~~

18 ~~The agency is designated as the single layoff unit.~~

19 ~~**28. — Parks and Recreation Commission**~~

20 ~~The agency is designated as the single layoff unit.~~

21 ~~**29. — Recreation & Conservation Office**~~

22 ~~The agency is designated as the single layoff unit.~~

1 ~~30. School for the Blind~~

2 ~~The agency is designated as the single layoff unit.~~

3 ~~31. Secretary of State~~

4 ~~The layoff unit for general service employees is an expanding layoff unit.~~

5 ~~A. For employees in Western Washington, the county of the official worksite~~
6 ~~is the initial layoff unit. If there are no options in the county, the layoff unit~~
7 ~~expands to Western Washington. If there are no options in Western~~
8 ~~Washington, the layoff unit expands to the department statewide.~~

9 ~~B. For employees in Eastern Washington, the county of the official worksite is~~
10 ~~the initial layoff unit. If there are no options in the county, the layoff unit~~
11 ~~expands to Eastern Washington. If there are no options in Eastern~~
12 ~~Washington, the layoff unit expands to the department statewide.~~

13 ~~32. Services for the Blind~~

14 ~~The agency is designated as the single layoff unit.~~

15 ~~33. Utilities and Transportation Commission~~

16 ~~The layoff unit will first be the county in which the position is located, and if no~~
17 ~~options are available, then to the department statewide.~~

18 ~~34. Washington State Historical Society~~

19 ~~The agency is designated as the single layoff unit.~~

20 ~~35. Washington State Lottery~~

21 ~~The layoff unit will first be the region in which the position is located, and if no~~
22 ~~options are available, then to the department statewide.~~

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APPENDIX G

TELEWORK

Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.

Definition

Telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.

Position Eligibility

The Employer reserves the right to determine if a position’s duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position’s eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day in accordance with their telework agreement.

Telework Requests and Agreements

An employee may submit a written request to their Employer for approval to telework in accordance with agency policy and the Employer will provide a written response. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's policies and operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees may appeal a denied request through their Appointing Authority. A telework agreement shall not change an employee’s duty station. Employees living in a county with a cost-of-living adjustment shall not receive the adjustment unless their duty station is located in that county. Approved telework plans shall terminate upon transfer to a new division or work unit. Transferring employees wishing to continue telework must submit a new request. The telework agreement, and any modifications, must be kept on file at the primary worksite and in the employee’s official personnel file.

Changes to Existing Telework Agreements

The Employer reserves the right to reduce, modify or eliminate an employee telework agreement based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. Except for instances where the elimination of a telework agreement is for performance and/or attendance issues, the Employer will address modifications to a telework agreement with the employee a minimum of seven (7) calendar days prior to making those modifications. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

- 1 Eligibility, denial, modification or elimination of a telework agreement is not considered a
- 2 schedule change and is not grievable under Article 29 of the Collective Bargaining
- 3 Agreement.

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/ 8/12/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

SECTION 289
SUPPLEMENTAL DOC APPENDIX O
ASSIGNMENT PAY

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference#
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Lead	627F	See References	3, 39
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	378I	5 percent	9
Custodian 2	678J	5 percent	9
Electrician	608F	5 percent	51
Equipment Operator 1	618R	10 percent	12
Ferry Operator Assistant	653P	10 percent	5

GROUP A			
Class Title	Class Code	Premium	Reference#
Industrial Hygienist 2	394E	10 percent	56
Industrial Hygienist 3	394F	10 percent	56
Industrial Hygienist 4	394G	10 percent	56
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22
Bridge Maintenance Specialist Lead	597N	See References	5, 21, 22
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	10 percent	5
Maintenance Specialist 3	596J	10 percent	5
Maintenance Specialist 5	596L	See Reference	21
Bridge Maintenance Specialist 3	597I	See References	5, 22
Highway Maintenance Worker 1	596P	See References	5, 16, 22, 36
Highway Maintenance Worker 2	596Q	See References	5, 16, 22, 36

GROUP A			
Class Title	Class Code	Premium	Reference#
Bridge Maintenance Specialist 1	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Psychiatric Security Attendant	347J	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Safety and Health Specialist 1	392E	10 percent	56
Safety and Health Specialist 2	392F	10 percent	56
Safety and Health Specialist 3	392G	10 percent	56
Safety and Health Specialist 4	392H	10 percent	56

GROUP A			
Class Title	Class Code	Premium	Reference#
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Traffic Safety Systems Operator 1	401A	10 percent	40
Traffic Safety Systems Operator 3	401C	10 percent	40
Traffic Safety Systems Operator 4	401D	10 percent	40
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

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GROUP B		
Assigned Duty	Premium	Reference#
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DOC)	\$15.00/hour	50
Specialty Teams (DOC)	5 percent	59
Dual Language Requirement	5 percent	18
SCUBA Diving/DPIC Requirement	\$10.00/hour	3

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1 ~~REFERENCE #2:~~

2 ~~For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a~~
3 ~~month shall be paid to employees in this class.~~

4 ~~REFERENCE #3:~~

5 ~~For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic~~
6 ~~salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.~~

7 ~~REFERENCE #4:~~

8 ~~For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus~~
9 ~~five percent (5%).~~

10 ~~REFERENCE #9:~~

11 ~~For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning~~
12 ~~and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus~~
13 ~~two (2) ranges will also be paid to designated working supervisor of floor crew.~~

14 **REFERENCE #18:**

15 Employees in any position whose current assigned job responsibilities include proficient
16 use of written and oral English and proficiency in speaking and/or writing one or more
17 foreign languages, American Sign Language, or Unified English Braille, provided that
18 proficiency or formal training in such additional language is not required in the
19 specifications for the job class. Basic salary plus five percent (5%) for all hours worked.

20 ~~REFERENCE #20:~~

21 ~~Basic salary plus ten percent (10%) for certified asbestos workers while they are required~~
22 ~~to wear and change into or out of full-body protective clothing and a pressurized respirator.~~

1 **REFERENCE #25:**

2 Basic salary plus five percent (5%) for crime lab support staff performing evidence
3 handling activities.

4 **REFERENCE #29:**

5 Upon review from OFM State Human Resources and negotiations with OFM Labor
6 Relations Section employees in any position located where the cost of living impacts the
7 agency's ability to recruit and/or retain employees which would severely impair the
8 effective operation of the agency, will be compensated basic salary plus specified
9 percentages as detailed in the Group C listing.

10 **REFERENCE #50:**

11 Within the Department of Corrections (excluding those assigned to the Training and
12 Development Unit and Emergency Operations Unit), certified instructors of defensive
13 tactics, firearms, taser, verbal tactics, and pistol maintenance, will be compensated at basic
14 salary plus fifteen dollars (\$15.00) per hour for every hour engaged in giving instruction to
15 or in receiving re-certification training.

16 **REFERENCE #59:**

17 Basic salary plus five percent (5%) shall be paid to trained and qualified employees who
18 are assigned members of the following designated specialty teams: Emergency Response
19 Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT),
20 Crisis Negotiation Team (CNT), Resilience Support Team (RST), Honor Guard,
21 Department Incident Management Team (DIMT) and Peer Support Team.

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SUPPLEMENTAL DOC APPENDIX R
JOB CLASSIFICATIONS - TWELVE MONTH PROBATIONARY PERIOD

~~1. — Arts Commission~~

- ~~Administrative Assistant 3 and 4~~
- ~~Information Technology Specialist 3~~
- ~~Preservation and Museum Specialist 4~~
- ~~Office Assistant 3~~

~~2. — Department of Agriculture~~

- ~~Agricultural Aide~~
- ~~Agricultural Commodity Inspector 1, 2, and 3 (Seed Inspection Program only)~~
- ~~Brand Inspector 1~~
- ~~Laboratory Assistant 1 and 2~~
- ~~Plant Services Specialist 1 and 2~~
- ~~Agricultural Commodity Inspector 2, 3 (Fruit and Vegetable Inspection Program only)~~

~~3. — Department of Children, Youth, and Families~~

- ~~Social Service Specialist 1, 2, 3 and 4~~
- ~~Procurement & Supply Specialist 1~~
- ~~Public Benefits Specialist 2 (9-month)~~

1.4. Department of Corrections — See DOC Addendum

- Community Corrections Officer 1
- Corrections and Custody Officer 1

~~5. — Department of Financial Institutions~~

- ~~Financial Legal Examiner 2~~

1 ~~6. Department of Labor & Industries~~

2 ~~Industrial Hygienists 2, 3, 4 (DOSH only)~~

3 ~~Safety and Health Specialists 1, 2, 3, 4 (DOSH only)~~

4 ~~7. Department of Licensing~~

5 ~~Business and Professions Auditor 1, 3, and 4~~

6 ~~Vehicle Service Liaison Officer 1 and 2~~

7 ~~8. Department of Social and Health Services~~

8 ~~Adult Training Specialist 1~~

9 ~~Attendant Counselor 1~~

10 ~~Claims Officer 1—Department of Social and Health Services~~

11 ~~DDS Adjudicator 1~~

12 ~~Developmental Disabilities Case/Resource Manager Trainee~~

13 ~~Public Benefits Specialist 2 (9 months, excluding HCS)~~

14 ~~Public Benefits Specialist 2 (HCS only)~~

15 ~~Procurement and Supply Specialist 1~~

16 ~~Social Service Specialist 1, 2, 3, and 4~~

17 ~~Support Enforcement Officer 1~~

18 ~~Vocational Rehabilitation Counselor 2 and 3~~

19 ~~9. Department of Transportation~~

20 ~~Highway Maintenance Worker 1 and 2~~

21 ~~10. Horse Racing Commission~~

22 ~~Racing License Specialist~~

23 ~~Racing Official Assistant~~

24 ~~Racing Official 1 and 2~~

25 ~~Racing Pari-Mutuel Inspector~~

26 ~~Racing Steward~~

1 ~~11.— Office of the Attorney General~~

2 ~~AGO Investigator/Analyst~~

3 ~~AGO Senior Investigator/Analyst~~

4 ~~AGO Investigator/Analyst Supervisor~~

5 ~~Clinical Health Care Investigator~~

6 ~~Financial Examiner 1~~

7 ~~Financial Examiner 2~~

8 ~~Financial Examiner 3~~

9 ~~Financial Examiner 4~~

10 ~~Financial Legal Examiner 1~~

11 ~~Financial Legal Examiner 2~~

12 ~~Financial Legal Examiner 3~~

13 ~~Financial Legal Examiner 4~~

14 ~~12.— Office of the Insurance Commissioner~~

15 ~~Health Insurance Advisor 1 and 2~~

16 ~~13.— Parks and Recreation Commission~~

17 ~~Park Ranger 1, 2, 3, and 4~~

18 ~~14.— Services for the Blind~~

19 ~~Vocational Rehabilitation Counselor 3 and 4~~

20 ~~15.— Utilities and Transportation Commission~~

21 ~~Transportation Engineers 3 (Federal Rail Inspectors)~~

22 ~~Rail Carrier Compliance Specialist (State Rail Inspectors)~~

23 ~~Investigator 3 (Motor Carrier Inspectors)~~

24 ~~Energy/Utilities Engineer 3 (Pipeline Inspectors)~~

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SECTION ~~2710~~
SUPPLEMENTAL ~~DOC~~ APPENDIX S
SPECIFIC INCREASES

Classification Code	Classification	Range Increase
105F	Administrative Assistant 2	2
105G	Administrative Assistant 3	2
383F	Community Corrections Officer 1	1--07/01/23 1--07/01/24 <u>2</u>
383G	Community Corrections Officer 2	1--07/01/23 1--07/01/24 <u>2</u>
383H	Community Corrections Officer 3	1--07/01/23 1--07/01/24 <u>3</u>
674G	Cook 1	3 <u>2</u>
674H	Cook 2	3 <u>2</u>
674I	Cook 3	3 <u>2</u>
421C	Correctional Hearings Officer 3	3
421D	Correctional Hearings Officer 4	3
350D	Corrections Specialist 3	1--07/01/23 1--07/01/24 1--01/01/25
350F	Corrections Specialist 4	1--07/01/23 1--07/01/24 1--01/01/25
119G	Human Resource Consultant 3	4

119H	Human Resource Consultant 4	4
677E	Food Services Manager 1	3 <u>2</u>
677F	Food Services Manager 2	3 <u>2</u>
677G	Food Services Manager 3	3 <u>2</u>
626J	Maintenance Mechanic 1	2-07/01/23 1-07/01/24 <u>2</u>
626K	Maintenance Mechanic 2	2-07/01/23 1-07/01/24 <u>2</u>
626L	Maintenance Mechanic 3	2-07/01/23 1-07/01/24 <u>2</u>
626M	Maintenance Mechanic 4	2-07/01/23 1-07/01/24 <u>2</u>
100J	Office Assistant 3	4
100K	Office Assistant Lead	4
100S	Secretary	2
100T	Secretary Senior	2
100U	Secretary Lead	2
100V	Secretary Supervisor	2
354O	Corrections Mental Health Counselor 2	4
354P	Corrections Mental Health Counselor 3	4
384A	Corrections & Custody Officer 1	4
384B	Corrections & Custody Officer 2	2
384C	Corrections & Custody Officer 3	2

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~~DOC MOU A.~~
~~MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Uniforms~~

~~The parties recognize the need for uniforms to be provided for those employees with arrest authority who work in the community.~~

~~The parties agree to continue discussions on the exact makeup of these uniforms.~~

~~The parties will continue discussions of uniform requirements at statewide Security Advisory Committee meetings through the 2023 fiscal year.~~

~~Once the uniform requirements are established based on those discussions, the employer will furnish the required professional quality and gender appropriate uniforms for staff. These uniforms may include pants, shirts, jackets, hats, safety, cold and/or foul weather apparel, boots/shoes, belts, and undershirts.~~

~~The Employer will furnish personnel badges. All other custody and specialty team uniforms will be provided in accordance with Agency policy.~~

~~This agreement will expire June 30, 2025.~~

~~Dated November 10, 2022~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Lane Hatfield, OFM
Labor Negotiator~~

~~Ton Johnson, WFSE~~

~~TENTATIVE AGREEMENT REACHED~~

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~~DOC MOU B.~~
~~MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~Department of Corrections – Vaccine Booster Incentives~~

~~It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment.~~

~~Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up to date COVID-19 booster vaccination, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1000.00) one time lump sum payment to be paid no earlier than July 25, 2023. All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file only. This information will only be accessed by the Employer on a need to know basis.~~

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

1 ~~This agreement will expire June 30, 2025.~~

2 ~~Dated November 10, 2022~~

For the Employer:

For the Union:

~~/s/~~

~~/s/~~

~~Scott Lyders, OFM
Labor Negotiator~~

~~Kurt Spiegel, WFSE/AFSME
Council 28 Interim Executive
Director~~

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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/~~ ~~8/20/2024~~

~~/s/~~ ~~8/26/2024~~

~~Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees~~

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DOC MOU
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

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~~CASE-MANAGER~~ FIELD TRAINING OFFICER PROGRAM

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Support, training and education are imperative in order to retain new officers and to have a comprehensive and ready work force. The parties recognize the need for a ~~case manager~~ field training officer program to be provided for those employees with arrest authority who work in the community. The Department of Corrections ~~Case Manager Field Training program~~ is committed to helping newly appointed case managers cultivate the skills they learned in Community Corrections Officer Academy (CCOA) and ensure their success through peer support, training, regular reviews, and evaluation in an effort to improve ~~facility~~ safety and overall excellence. The parties agree to continue discussions on the training to be provided.

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This MOU will expire June 30, 2027.

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Dated [Insert Date]

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/ 6/26/2024

/s/ 8/12/2024

Rachel Barckley-Miller, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Ton Johnson, Law Enforcement Labor Advocate
Washington Federation of State Employees

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