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ARTICLE 1
RECOGNITION

3 **1.1 Recognition**

4 In accordance with the actions of the Washington Public Employment Relations
5 Commission (PERC) on November 16, 1987, the Employer recognizes the
6 Association as the exclusive bargaining representative for all employees in the
7 classifications covered by this Agreement, as identified in Section 1.2 of this
8 Article, for the purpose of establishing terms and conditions of employment in
9 accordance with the provisions of [RCW 41.56](#).

10 **1.2 Bargaining Unit**

11 The Washington PERC shall determine which commissioned officers shall be
12 included within the bargaining unit. Temporary employees, trooper cadets, and all
13 other employees of the Agency are excluded from the bargaining unit.

14 **1.3 Employees**

15 For the purpose of this Agreement, the term "employee(s)" shall mean those
16 persons holding probationary or permanent status in positions included in the
17 bargaining unit.

18 **1.4 New Classifications**

19 If new classifications such as corporal or senior trooper ranks are established by the
20 Employer and are added to the bargaining unit by the PERC, this Agreement will
21 then be subject to reopening for the sole purpose of negotiating the wages, hours
22 and working conditions for the new classification(s).

23 **1.5 Probationary Employees**

24 Probationary employees are members of the bargaining unit, and pursuant to [RCW](#)
25 [43.43.070](#) may not be discharged except for cause, but pursuant to [43.43.060](#) may
26 be suspended or demoted at the sole discretion of the Employer. Neither the reason
27 for, nor the suspension or demotion, may be the subject of an appeal processed
28 through the provisions of this Agreement.

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ARTICLE 2
MANAGEMENT RESPONSIBILITIES

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the Agency and to command and direct the employees of the Washington State Patrol in all aspects, except as specified in this Agreement. These authorities and responsibilities include, but are not limited to, the following:

- A. To exclusively determine and execute its mission, policies, and all standards of service provided to the public;
- B. To plan, direct, schedule, command, and control the service operations furnished by the members of the Employer;
- C. To set standards of service, including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations;
- D. To determine the methods, means, and number of personnel needed to carry out the operations and services of the Employer;
- E. To command and direct the work force;
- F. To hire, commission, train, assign, test, evaluate, and transfer employees within the Agency;
- G. To promote, demote, suspend, discipline, or discharge employees for cause pursuant to applicable law and the regulations of the Employer as well as the provisions of this Agreement;
- H. To establish, publish, and enforce reasonable rules and regulations, which govern the routine functions of the Employer;
- I. To establish and govern reasonable rules and regulations pertaining to on- and off-duty employment and conduct if that conduct affects an employee's

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ARTICLE 3
COMPLETE AGREEMENT

3 **3.1 Obligations**

4 Pursuant to their statutory obligation to bargain in good faith, the Employer and the
5 Association have met in full and free discussion concerning matters appropriate for
6 collective bargaining as defined in [RCW 41.56](#).

7 **3.2 Complete Agreement**

8 This Agreement incorporates the sole and complete agreement between the
9 Employer and the Association resulting from these negotiations. The Association
10 agrees that the Employer has no obligation during the term of this Agreement to
11 bargain wages, hours or working conditions except as set forth in [Section 3.6](#) below.
12 Therefore, the Employer and the Association, for the life of this Agreement and any
13 extension thereof, each agrees that the other shall not be obligated to bargain
14 collectively or negotiate in any form with the other with respect to any subject
15 matter referred to or covered in this Agreement or with respect to any subject or
16 matter not specifically referred to or covered in this Agreement.

17 **3.3 Existing Standards**

18 Except as set forth in [Section 3.6](#) below, the Employer is not limited, confined, or
19 restricted by past practice, rule, custom, or regulation in carrying out the mission of
20 the Employer.

21 **3.4 Precedence**

22 Should any Article, Section, or portion of this Agreement conflict with the
23 provision of Washington State Patrol regulations, this Agreement shall take
24 precedence.

25 **3.5 Savings Clause**

26 If any Article, Section, or portion thereof of this Agreement is held unlawful or
27 invalid by any court or board of competent jurisdiction, or is in conflict with
28 existing laws, such invalidity shall apply only to the specific Article, Section, or
29 portion thereof directly affected. The parties agree to meet within sixty (60)

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ARTICLE 4
NON-DISCRIMINATION

4.1 Association Activities

The parties agree employees shall have the right to form, join, and participate in the lawful activities of the Association for the purpose of representation in matters of employment relations. No employee shall be interfered with, restrained, coerced, or discriminated against because of the exercise of such rights.

4.2 Non-discrimination

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination. Claims of discrimination otherwise covered by applicable state or federal law shall not be subject to the grievance procedure.

4.3 Representation

The provisions of this Agreement shall be applied equally to all bargaining unit members, and the Association recognizes its responsibility as the sole collective bargaining agent to fairly represent all employees in the bargaining unit pursuant to [RCW 49.60](#). The provisions of Section 4.3 shall not be subject to the grievance procedure in this Agreement.

4.4 Decisions

If a bargaining unit member pursues remedies for alleged unlawful discrimination through federal or state agencies charged with investigating such matters, or through the courts, then the decision of such agency, agencies, or court affecting that issue shall supersede any decisions, settlements, or agreements reached through the grievance procedure in this Agreement.

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ARTICLE 5
ASSOCIATION BUSINESS

3 **5.1 President of Association**

4 A. The Association President shall remain a full member of the Washington
5 State Patrol and shall be assigned to the Association office. The President
6 will be subject to the rules of the Employer and will attend all mandatory
7 training on paid status at times mutually agreed upon. The Association
8 President will not be issued a State Patrol vehicle; however, mileage at the
9 prevailing state employee rate will be paid whenever the President must
10 attend training.

11 B. While serving in this office, the President shall remain eligible for
12 retirement service credits, medical and dental benefits, seniority, and all
13 other benefits called for by this Agreement. The Association will reimburse
14 the Employer for the full cost of the President's salary and benefits by the
15 twentieth (20th) of each month. The President shall be paid at the rate of
16 pay and be eligible for all benefits of a top step Sergeant in the bargaining
17 unit.

18 C. The reporting of all leave will be submitted to the appropriate bureau
19 chief/director. All leave requests shall be submitted within the Employer's
20 required time limits.

21 D. At the conclusion of the President's term of office or upon vacating that
22 office, the President shall be assigned to the geographical area in which
23 he/she served immediately prior to assuming the duties and responsibilities
24 of the office of Association President, or may negotiate with the Employer
25 for another available position. The President is eligible to apply for
26 reassignment through the regular transfer process or may apply for any other
27 position for which the President has previously qualified. At the conclusion
28 of the President's term of office or upon vacating that office the wage rate
29 shall return to the rate paid prior to assuming the duties and responsibilities

1 of the office of Association President but the President shall have the benefit
2 of longevity or other applicable contract benefit commensurate with their
3 total years of service.

4 **5.2 Vice President of Association**

5 Up to fifteen (15) workdays of paid release time shall be granted to the Vice
6 President of the Association each calendar year. Such leave shall require prior
7 supervisory approval and shall be subject to operational necessity. The Association
8 will reimburse the Employer for the full cost of the salary and benefits paid to the
9 Vice President during the period(s) of such leave.

10 **5.3 Association Executive Officers**

11 A. Members of the bargaining unit selected to serve as Executive Board
12 officers of the Association shall be certified in writing to the Chief of the
13 Washington State Patrol within fifteen (15) calendar days of the
14 appointment.

15 B. Non-paid release time shall be granted to the Executive Board officers. It is
16 agreed that the opportunities granted by this Section are subject to the
17 operational requirements of the Employer and require prior supervisory
18 approval. Whenever possible, such approval shall be sought ten (10)
19 calendar days in advance but shall not be unreasonably denied.

20 C. Each Executive Board officer will usually be expected to perform his/her
21 duties as a representative of the Association on his/her own time. However,
22 it is recognized that from time to time it will be necessary for Association
23 activities to be carried on during the working hours of the Executive Board
24 officer for the processing of written grievances and the representation of
25 Association members. When the Association activities involving
26 processing written grievances and representation of Association members
27 occur during an Association representative's regularly scheduled duty
28 hours, the activities will be performed on duty. If the activities require the
29 Association representative to travel to a district other than his/her own, then

1 actual travel time up to three (3) hours shall be on duty. No overtime,
2 compensatory time, call-out pay, or shift adjustment penalty shall be
3 authorized. Investigation of grievances shall be on the Executive Board
4 member's own time.

5 **5.4 Bargaining Time**

6 A. No more than five (5) members of the Association's negotiating team shall
7 be allowed to attend collective bargaining negotiations for a successor to
8 this Agreement on on-duty status. If a negotiation session is scheduled on
9 the regular workday of a member, the member shall be entitled to his/her
10 regular compensation for that day, but shall not be entitled to any overtime
11 payments, regardless of the duration of the negotiation session. All travel
12 associated with the bargaining process shall be on off-duty time. If a
13 negotiation session is scheduled on the regular day off of a member, the
14 member shall be entitled to a makeup day off, to be scheduled at the mutual
15 convenience of the member and the Employer.

16 B. All expenses incurred by the members of the Association's bargaining team
17 shall be the responsibility of the Association, not the Employer.

18 C. Before bargaining sessions are scheduled, both parties shall agree on the
19 location of the negotiations, the date and time, and the Articles that will be
20 negotiated at the meeting. Penalty payments as the result of a meeting date
21 being changed or postponed shall not be allowed.

22 **5.5 State Equipment**

23 State equipment shall not be used for Association business, except as authorized by
24 the Chief or his designee. However, the use of the Agency telephone systems ~~such~~
25 ~~as SCAN or Microwave~~ is authorized only to allow the employee the opportunity
26 to notify his/her representative that he/she is seeking advice or guidance pertaining
27 to a grievance or disciplinary issue. The initial telephone call shall be of short
28 duration and not exceed ten (10) minutes. No other telephone calls are authorized.

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Tentative Agreement
WSPTA 2025-2027 Negotiations
July 30, 2024
Page 4 of 4

1 In a critical incident involving an Association member, Association representatives
2 are authorized to use Agency equipment.

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For the Employer

For the Union

/s/ 7/30/2024

/s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 6
EMPLOYER FACILITIES

3 **6.1 Bulletin Boards**

4 The Employer agrees to provide bulletin boards in each detachment and section
5 office, not to exceed three (3) feet by four (4) feet, to be used by the Association
6 for the posting of notices and bulletins relating to the Association. The Association
7 shall limit its posting of notice and bulletins to such bulletin boards. The
8 Association shall be responsible for keeping bulletin boards neat and clean.

9 **6.2 Posting of Notices**

10 All postings will be signed and dated by an appropriate Association officer, and
11 identified as Association literature. The Association may post materials on the
12 bulletin boards which are appropriate to the workplace, not sexually or racially
13 derogatory, politically non-partisan, and in compliance with state ethics laws. The
14 Employer shall not pay for any incidental costs of preparing and posting
15 Association material.

16 **6.3 Meetings**

17 The Association may use the Employer's conference room(s) for the purpose of
18 having Association meetings with pre-approval from the district/division
19 commander, provided that the Employer's business always takes priority in
20 scheduling.

21 **6.4 Access to Cadets**

22 The Employer agrees that, with an adequate prior request, up to three (3) Association
23 representatives will be permitted, on non-paid status, access to cadets during the basic
24 Academy class for a one (1) hour period of time during the hours of eight (8:00) a.m. to
25 five (5:00) p.m. Such visits shall be scheduled for a classroom at the Academy and shall
26 not be held during the lunch hour. Up to three (3) Association members may remain at the
27 Academy to further discuss the Association after the cadets' regularly-scheduled day ends
28 on the same day of the scheduled visit.

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Tentative Agreement
WSPTA 2025-2027 Negotiations
July 30, 2024
Page 2 of 2

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ARTICLE 7
ASSOCIATION SECURITY

7.1 Dues Deduction

Upon written notice from the union of an employee's notice of authorization, the Employer shall deduct Association dues from the salary every month of employees who are members of the Association. The amounts deducted shall be transmitted within twenty (20) calendar days to the Association. An employee's revocation of authorization must be made in writing to the Association. The Employer will not be held liable for good-faith check-off errors, but will make proper adjustments with the Association for errors within a thirty (30) calendar day period. Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's implementation of the above provisions, or the result of any check-off errors.

7.2 Bargaining Unit Information

A. The Employer will provide the Association with electronic access to a bargaining unit membership report of current employees by July 15 of each year. The report will include the following data:

1. Personnel Area
2. Organizational Code
3. Organizational Title
4. Personnel Number
5. Employee Name
6. Home Address
7. Job Class Code
8. Job Class Title
9. Bargaining Unit Code
10. Personnel Area Title
11. Personnel Subarea Title
12. Work Phone

- 1 13. Work County
- 2 B. Each month the Employer will provide the Association with electronic
- 3 access to a report of new bargaining unit members, promotions, or
- 4 separations of employees in the bargaining unit. This will contain newly-
- 5 commissioned RCW troopers. The report will include the following data:
- 6 1. Employee Name
- 7 2. Personnel Number
- 8 3. Home Address
- 9 4. Effective Date of Action
- 10 5. Action Type Code
- 11 6. Action Type Description
- 12 7. Action Reason Code
- 13 8. Action Reason Description

14 **7.3 Changes in Dues**

15 If the Association desires to change its dues during the term of this Agreement, the

16 Employer will notify the Association of the reasonable costs to accommodate the

17 change in dues.

18 If the Association elects to change its dues after receiving such notice, the reasonable costs

19 of reprogramming shall be borne solely by the Association.

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/s/ 7/30/2024

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ARTICLE 8
SENIORITY

8.1 Definition

Seniority shall be defined as the length of service by the employee within the Washington State Patrol following the date of the employee’s commission as a RCW trooper or sergeant. Effective July 1, 2021, any time away from the bargaining unit as defined in Section 8.2 (D) below shall not be counted for seniority purposes, however, the Employer will base pay calculations (i.e. salary step and ranges) on the WSP commission date.

8.2 Adjustments

- A. Time spent in the armed forces (if called to active duty in accordance with [RCW 43.43.130](#) (5), while serving as a commissioned officer of the Washington State Patrol), shall be included in length of service.
- B. Time lost because of temporary disability leave and authorized leaves with pay shall be included in length of service.
- C. Suspension or leave without pay for more than fifteen (15) consecutive calendar days shall cause the anniversary date to be adjusted. This period of time shall be deducted from total state service for leave and retirement purposes.
- D. When a bargaining unit employee leaves and returns to employment in the bargaining unit, his/her seniority shall date from the day he/she returned to employment until his/her probation is completed. Upon completion of probation, the employee’s seniority shall be determined in accordance with Section 8.1 above. Effective July 1, 2021, the employee shall not be credited with the time that the employee was voluntarily away from the Washington State Patrol.

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ARTICLE 9
RESIDENCE REQUIREMENT

9.1 The Employer will determine the boundaries of assigned patrol areas (APAs) and geographic areas; however, the Employer will continue to satisfy its collective bargaining obligations regarding changes to these boundaries.

9.2 Troopers issued a state vehicle shall:

A. When assigned as a line trooper, live within fifteen (15) miles from the boundary of their APA or assigned geographic area or forty-five (45) miles from their assigned duty station (detachment office) provided they meet all of the requirements of Section 9.5 below. However, employees in District 2, for whom residency was established outside of the fifteen (15) miles before July 1, 2007 and in accordance with previous residency requirements, may continue to live at their current residence. These employees will be required to comply with the new residency requirement for any future changes of residence.

B. When not assigned as a line trooper, live within forty-five (45) miles of their assigned duty station.

9.3 Sergeants issued a state vehicle shall reside within forty-five (45) miles of their assigned duty station. Line sergeants with an assigned APA shall reside within 15 miles of that APA or within forty-five (45) miles of their assigned duty station.

9.4 If compliance with the residency requirement is not practical (e.g., lack of available housing, freeway assignment, employee currently resides within a reasonable commute distance), the Chief or designee may grant an exception on an individual basis.

9.5 Commute

Line employees shall be required to be in their APA or geographic area at the start and end of their work shift and shall advise Radio when they enter and leave their APA. Employees shall sign in service and travel to and from their APA on off-duty

1 status, but shall be obliged to take appropriate action in the event of a disabled
2 vehicle, an accident, or a criminal traffic violation observed while commuting.
3 When such appropriate action is taken:

- 4 A. The employee shall go on on-duty status while commuting;
- 5 B. The employee shall be in overtime status for the period of time preceding
6 his/her normal scheduled shift;
- 7 C. The employee shall not be on call-out status; and
- 8 D. The employee's normal shift will end at the regularly-scheduled time for
9 that shift.

10 In such event, the employee shall immediately request assistance from on-
11 duty personnel, and the on-duty status of the employee shall cease as soon
12 as assistance arrives that relieves the employee of the need to take
13 appropriate action. Employees shall not abuse the "take appropriate action"
14 provisions of this Section in an attempt to earn overtime, and employees
15 who so abuse this Section shall be subject to discipline.

16 **9.6** Overtime for court, callout, etc., for employees residing more than fifteen (15)
17 miles from their areas of assignment shall commence and terminate when they
18 reach the fifteen (15) mile boundary of their assigned area.

19 **9.7 Measuring Distance for Residency Compliance**

20 For troopers wanting to live outside the boundary of their geographic assignment
21 and for sergeants, the following shall apply:

- 22 A. Google Maps website (currently maps.google.com)(fastest route) will be
23 the official measurement of the distance from the boundary of the APA or
24 assigned geographic area, or from the division, district or detachment office
25 or the duty station, to the employee's residence. If Google Maps does not
26 recognize a street name or address, the employee will be responsible for

1 finding the nearest address that Google Maps does recognize and then
2 driving the remaining distance with the supervisor to determine whether the
3 residence is within the mileage limitations.

4 B. If an employee claims that there is a shorter route over improved public
5 roads not shown by Google Maps, the distance shall be verified by the
6 district/division commander or his/her designee.

7 C. The mileage determination on Google Maps will not contain water (ferry)
8 miles, airline, straight line or any other method of mileage measurement
9 other than all season, paved, maintained streets recognized by Google Maps
10 that are generally open, passable, and available to be used by employees to
11 travel to and from their APA at the beginning and end of each shift twelve
12 (12) months each year. In the case of a new street, the employee must get a
13 determination from his/her supervisor as to whether the street meets the
14 definition of an all season, maintained, paved street, road, highway, etc.

15 D. Any trooper who wants to live outside his/her geographic assignment or any
16 sergeant will be required to send an Interoffice Communication (IOC)
17 through the chain of command, which must be approved by the bureau
18 chief/director before moving. The IOC will provide notice of the intent to
19 move to a residence that complies with the terms of this Article,
20 accompanied by a copy of the Google Maps map showing compliance.

21 E. The Association will not support requests for a waiver of the mileage
22 limitations outlined in this Article by its bargaining unit members other than
23 requests that meet the WSP Hardship Regulation.

24 **9.8** The Employer may transfer employees living outside their area of assignment to
25 the area in which they reside, provided that these transfers shall not supersede the
26 transfer list. This provision shall not apply to employees who were transferred by
27 the Employer to an assignment outside the area in which they resided.

1 **9.9** The issue of the residency of outpost and remote area troopers shall be handled on
2 a case-by-case basis by each district commander.

3 **9.10** Employees shall have one hundred twenty (120) calendar days from the date of
4 transfer, appointment, or promotion to comply with these guidelines.

5 **9.11** Employees shall not be required to move in order to comply with this Article as a
6 result of their assignment in effect at the time of the signing of this Agreement.
7 Compliance shall be required in all future assignments.

8 **9.12** Any employee contemplating a move where the potential exists of incompatibility
9 with the present assignment shall obtain permission from the Chief or designee.

10 **9.13** Homeland Security Division (HSD) Residency

11 A. Troopers assigned to the HSD shall be assigned a terminal as their assigned
12 duty station. The assigned terminal will be the terminal within the
13 employee's assigned region that is closest to the employee's residence.
14 Terminals within each region are:

15 Region 1: Bremerton, Bainbridge Island, and Kingston.

16 Region 2: Fauntleroy and Colman.

17 Region 3: Edmonds, Mukilteo, and Anacortes.

18 B. HSD troopers must live within forty-five (45) miles of one (1) of the
19 terminals within their assigned region, and HSD sergeants must live within
20 forty-five (45) miles of their assigned office. However, employees for
21 whom residency was established outside of the forty-five (45) miles before
22 July 1, 2007 and in accordance with former District Vessel and Terminal
23 Security (VATS) residency requirements, may continue to live at their
24 current residence. These employees will be required to comply with the new
25 residency requirement for any future changes of residence.

26 C. Commute:

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Tentative Agreement
WSPTA 2025-2027 Negotiations
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Page 6 of 6

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For the Employer

For the Union

/s/ 7/30/2024

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Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
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Spike Unruh, President
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1 **ARTICLE 10**
2 **PROMOTIONAL PROCESS**

3 **10.1** The promotional process shall be in accordance with [RCW 43.43](#) and the
4 Washington State Patrol Regulation Manual, except as specifically provided below.

5 **10.2** In preparing an eligible list for promotion to the rank of sergeant, the Employer
6 shall consider the results of an assessment center, the results of a written
7 examination, an employee's two (2) most recent Job Performance Appraisals
8 (JPAs), education, and seniority. The weight given to these components of a
9 promotion examination shall be one hundred percent (100%) of a promotional
10 examination, weighted as follows:

- 11 • Assessment center, sixty-five percent (65%)
- 12 • Written examination, fifteen percent (15%)
- 13 • Job Performance Appraisals (JPAs), twelve percent (12%)
- 14 • Education, five percent (5%)
- 15 • Seniority, three percent (3%)

16 ~~**10.3** When the Employer is filling a vacancy in a sergeant position, the Employer shall~~
17 ~~request a pool of five (5) candidates for consideration. This pool shall be composed~~
18 ~~of those individuals who are at the top of the then-current eligible list for such~~
19 ~~position. In the event there are multiple vacancies, the candidate pool that will be~~
20 ~~considered for promotion to such vacancies shall be increased on a one (1) to one~~
21 ~~(1) basis (i.e., if there are two (2) vacancies, the top six (6) candidates shall be~~
22 ~~considered).~~

23 **10.34** New sergeant lists will be effective on the first day of the month following the
24 announcement and certification of the examination results. Sergeant vacancies
25 filled prior to the 16th day of that month (Effective date) shall be filled from the
26 previous list in order of ranking as described in Article 10.3. From the 16th of the
27 month to the end of the month no sergeant vacancies will be filled from either list.
28 Vacancies shall be filled from the new sergeants list as described in Article 10.3 on

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1 the first day of the month following the effective date of the list. ~~The Chief shall~~
2 ~~have discretion to select the candidate of his/her choosing from the pool of certified~~
3 ~~candidates. The Chief shall undertake an impartial review of each candidate in the~~
4 ~~pool and base his/her decision on such review.~~

5 **10.45** Upon request, candidates for promotion to sergeant shall be entitled to review a
6 copy of the notes of assessment center evaluators applicable to the employee's own
7 promotional examination. The names of the evaluators shall be redacted and not
8 disclosed to the candidate.

9 **10.56 Line Sergeant Positions**

10 A. When the Employer is filling a vacancy in a line sergeant position, the
11 Employer shall promote the candidates in the order that they are scored on
12 the current sergeant's list, (i.e. #1 on the list shall be promoted first #2 on
13 the list shall be promoted second, and so on) except in those instances
14 covered by Article 10.910-112, in which the Chief retains discretion on
15 filling vacancies.

16 B. In those instances where a candidate ~~in the pool~~ ~~is passed over (a candidate~~
17 ~~lower on the eligible list is selected to fill a vacancy)~~ for a line position, the
18 passed-over candidate will be afforded an opportunity to meet with the
19 Chief (no designee) within a reasonable amount of time after being notified
20 that he/she has been passed over. During the meeting with the Chief, the
21 candidate will be informed of the reason for the decision to pass him/her
22 over and any perceived deficiencies in the candidate's acceptability for
23 promotion. The candidate will be allowed to take notes but there will not be
24 any written documentation prepared in regard to this aspect of the meeting.
25 Any concerns or performance problems raised in the feedback meeting and
26 serving as a basis for denying a candidate a promotion must have previously
27 been brought to the candidate's attention and the candidate must have
28 previously been given a chance to correct them.

1 CB. In the event the passed-over candidate declines the opportunity to meet with
2 the Chief, the Chief may, upon notice to the candidate and the Association,
3 exempt the candidate from consideration for promotion and the candidate
4 will be removed from the eligible list. Such a candidate may be returned to
5 the eligible list upon successful completion of an action plan for future
6 promotion in accordance with Section 10.78 below.

7 **10.67 Non-line Sergeant Positions**

8 A. When the Employer is filling a vacancy in a non-line sergeant position, the
9 Employer shall request a pool of five (5) candidates for consideration. This pool
10 shall be composed of those individuals who are at the top of the then-current
11 eligible list for such position. In the event there are multiple vacancies, the
12 candidate pool that will be considered for promotion to such vacancies shall be
13 increased on a one (1) to one (1) basis (i.e., if there are two (2) vacancies, the top
14 six (6) candidates shall be considered). The Chief shall have discretion to select the
15 candidate of his/her choosing from the pool of certified candidates. The Chief shall
16 undertake an impartial review of each candidate in the pool and base his/her
17 decision on such review.

18 B. In those instances where a candidate in the pool is passed over (a candidate
19 lower on the eligible list is selected to fill a vacancy) for a non-line position
20 where there is no performance issue involved, the passed-over candidate
21 will be offered an opportunity to meet with the decision maker and be
22 informed of the reason for the decision to pass him/her over.

23 CB. In those instances where a candidate in the pool is passed over (a candidate
24 lower on the eligible list is selected to fill a vacancy) for a non-line position
25 where there is a performance issue involved, the passed-over candidate will
26 be afforded an opportunity to meet with the Chief (no designee) within a
27 reasonable amount of time after being notified that he/she has been passed
28 over. This meeting will be held in accordance with Subsection 10.56 A,
29 above. In the event the passed-over candidate declines the opportunity to

1 meet with the Chief, the Chief may, upon notice to the candidate and the
2 Association, exempt the candidate from consideration for promotion and
3 the candidate will be removed from the eligible list. Such a candidate may
4 be returned to the eligible list upon successful completion of an action plan
5 for future promotion in accordance with Section 10.78 below.

6 **10.78 Action Plans for Future Promotions**

7 A. Unless requested otherwise by a passed-over candidate with identified
8 performance deficiencies, the Chief and the candidate's captain, in
9 consultation with the candidate, will prepare an action plan setting forth
10 proposed steps that the candidate can take to address the concerns set forth
11 in the feedback meeting. The design and contents of the final action plan
12 shall be at the Chief's discretion and both the candidate and the Chief shall
13 sign the plan. A passed-over candidate may not grieve the design and
14 contents of the final action plan.

15 B. The plan shall be composed of objective elements and be possible to
16 complete with reasonable effort within one hundred eighty (180) calendar
17 days. The candidate's captain shall meet with the candidate at least every
18 thirty (30) calendar days to review the candidate's progress. If the action
19 plan has been successfully completed, the candidate shall be so notified.

20 C. If, after a total of one hundred eighty (180) calendar days, the Chief decides
21 the candidate has not successfully completed the action plan, the Chief may,
22 upon notice to the candidate and the Association, exempt the candidate from
23 consideration for promotion and remove the candidate from the eligible list.
24 The candidate may appeal this decision using the grievance procedure of
25 this Agreement.

26 D. If a passed-over candidate who has been advised of perceived deficiencies
27 chooses not to participate in the action plan process or fails to sign the action
28 plan, the Chief may, upon notice to the candidate and the Association,

1 exempt the candidate from consideration for promotion and the candidate
2 will be removed from the eligible list.

3 **10.89** In no event shall a candidate on an eligible sergeant list be passed over more than
4 three (3) times.

5 **10.910 Candidates under Internal Affairs Investigation**

6 A. The Chief has the discretion not to promote a candidate who is under
7 investigation for committing an act or acts of misconduct that, if proven,
8 could result in a suspension of twenty (20) days or more.

9 Such a candidate shall be notified on an Interoffice Communication (IOC)
10 from the Chief that he/she is exercising his/her discretion not to promote the
11 candidate.

12 B. If said act or acts of misconduct is/are the sole basis for not promoting the
13 candidate, the action plan procedure set forth in Section 10.78 above shall
14 not apply to the candidate, nor shall the decision to pass over the candidate
15 be subject to challenge until findings are entered in the investigation.

16 C. The candidate will remain on the eligible list during the investigation. If,
17 upon completion of the disciplinary investigation, the charges are not
18 proven or are determined to be unfounded, or if the candidate is exonerated,
19 the candidate will be considered for the next promotion. If the candidate is
20 promoted, he/she will receive retroactive seniority and back pay to the date
21 of the filling of the first position for which the candidate was passed over.
22 The expiration of an eligible list shall not affect any obligation to consider
23 a candidate for the next promotion under the provisions of this Subsection.

24 D. If said act or acts of misconduct is/are not the sole basis for not promoting
25 the candidate, the action plan procedure set forth in Section 10.78 above
26 shall apply to the candidate, but the Chief is not obligated to promote the

1 candidate after successful completion of the action plan until after findings
2 are entered in the investigation.

3 **10.10~~1~~ Candidates under Investigation by Independent Investigation Team**

4 A. The Chief has the discretion not to promote a candidate who is subject to an
5 Independent Investigation Team (IIT). Such a candidate shall be notified on
6 an Interoffice Communication (IOC) from the Chief that he/she is
7 exercising his/her discretion not to promote the candidate.

8 B. In such a situation, the action plan procedure set forth in Section 10.7~~8~~
9 above shall not apply to the candidate, nor shall the decision to pass over
10 the candidate be subject to challenge until findings are entered in the
11 investigation.

12 C. The candidate will remain on the eligible list during the investigation. Upon
13 completion of the investigation, the candidate will be considered for the
14 next promotion, subject to the provisions of Article 10.9~~10~~. The mere fact
15 that a candidate was subject to an investigation by an IIT team shall not be
16 used as a reason to not promote the candidate. If the candidate is promoted,
17 he/she will receive retroactive seniority and back pay to the date of the
18 filling of the first position for which the candidate was passed over. The
19 expiration of an eligible list shall not affect any obligation to consider a
20 candidate for the next promotion under the provisions of this Subsection.

21 **10.11~~2~~ Candidates Who Have Been Suspended**

22 The Chief has the discretion not to promote a candidate who has been the subject
23 of a recent disciplinary investigation that has resulted in a disposition of proven and
24 a suspension of twenty (20) days or more.

25 A. If the disciplinary action resulting from the recent disciplinary investigation
26 is finalized (there is no active grievance or pending Trial Board or
27 Disciplinary ~~Arbitration~~~~Review Board (DRB)~~ proceeding), the Chief may,
28 upon notice to the candidate and the Association, exempt the candidate from

1 consideration for promotion and the candidate will be removed from the
2 eligible list.

3 B. If the disciplinary action resulting from the recent disciplinary investigation
4 is not finalized (there is an active grievance or pending Trial Board or
5 Disciplinary Arbitration ~~DRB~~ proceeding), the candidate will remain on the
6 eligible list during the appeal.

7 1. If the candidate/Association is not successful with the
8 appeal/grievance, the Chief, at his/her reasonable discretion, may
9 exempt the candidate from consideration for promotion and the
10 candidate will be removed from the eligible list.

11 2. If the candidate/Association is successful with the appeal/grievance
12 and the Trial Board or Disciplinary Arbitration ~~DRB~~ concludes that
13 the Employer did not carry its burden of proving that the candidate
14 was guilty of wrongdoing, the candidate will receive the next
15 promotion and if promoted, will receive retroactive seniority and
16 back pay to the date of the filling of the first position the candidate
17 was passed over for.

18 3. If the candidate/Association is successful with the appeal/grievance
19 and the Trial Board or Disciplinary Arbitration ~~DRB~~ reduces the
20 penalty to something less than a suspension of twenty (20) days, the
21 candidate will receive the next promotion but the candidate will not
22 receive retroactive seniority and back pay if promoted.

23 The expiration of an eligible list shall not affect any obligation to consider a
24 candidate for the next promotion under the provisions of ~~Section 10.11~~ Section
25 10.10.

26 **10.12~~3~~** Challenges to the promotional process shall be subject to the grievance procedure
27 in accordance with the following:

ARTICLE 11
TRANSFER

11.1 Employee Transfers

The transfer and/or reassignment of any employee shall be reviewed by the bureau chief/director(s) involved, with final approval by the Chief. The employee and the district/section commander(s) involved shall be notified of the transfer at least thirty (30) calendar days prior to the effective date, except in exigent circumstances or if waived by mutual agreement. The required approvals and notifications shall be initiated and records maintained by the Human Resource Division (HRD). On all transfers, the employee shall comply with the Employer's residency requirements.

11.2 Employee Requested Transfers

An employee may request a transfer from one working location to another.

A. Transfer requests shall be submitted to the HRD using the Employer's electronic system for making transfer requests. If at the time of notification and acceptance of a promotion, the employee is not able to readily access the WSP network (such as being out of town on vacation), the employee may submit transfer requests via email to the Human Resource Consultant that communicated the promotional offer. Transfer requests will be ranked by submittal date and time. Once employees accept a transfer to a specific location, their name will be removed from all transfer lists. Employees may still request another location, but the employee's name will be placed at the bottom of the existing list. When an employee does not accept a transfer when one is offered from the transfer list, the transfer will be offered to the next employee on the list. An employee who declines transfers on two (2) occasions will be removed from the list and may reapply.

B. Employees may contact the HRD to find out their position on any transfer list or to find out how many other employees are on any transfer list.

1 C. An employee on administrative reassignment due to an Office of
2 Professional Standards (OPS) and/or criminal investigation or on a Job
3 Performance Improvement Plan (JPIP) when eligible to transfer may be
4 passed over by the bureau chief/director. An employee who has been passed
5 over due to a JPIP may appeal that decision through the grievance procedure
6 of this Agreement.

7 D. Employees are limited to applying for a maximum of four (4) transfer
8 locations at any one (1) time. When the Employer has approved an
9 employee transfer, a representative of the HRD will notify the employee of
10 the transfer at least thirty (30) calendar days prior to its effective date, either
11 in person or by direct contact on the telephone, except under exigent
12 circumstances or if waived by mutual agreement. Upon notice of a transfer
13 opportunity, the employee offered a transfer will notify the HRD before two
14 (2) p.m. on the following business day whether the offered transfer is
15 accepted or declined. The employee may request an extension of time to
16 respond due to exigent circumstances. If the employee fails to notify the
17 HRD by two (2) p.m. the following business day the transfer will be
18 considered declined.

19 E. Employees may rescind the acceptance of a transfer at any time up to 48
20 hours from acceptance. -Rescission after 48 hours is subject to the
21 discretion of the Employer.

22 11.3 Employer Assignments/Transfers

23 In the interest of the most efficient management by the Employer and the best use
24 of its resources, the involuntary transfer of employees may at times be necessary;
25 provided, however, that the involuntary reassignment, removal, or transfer of
26 employees from a specialty position shall be for cause only, subject to the
27 provisions of [Subsection 11.5](#) E below.

28 A. Any employee who is involuntarily reassigned due to reorganization or
29 reduction in the size of the Employer or due to other non-disciplinary

1 reasons shall have reversion rights at the option of the employee to one (1)
2 of the following positions:

3 1. An assignment in a detachment where the employee will be able to
4 comply with the residence requirements in this Agreement without
5 moving his/her residence. An assignment under this Subsection
6 shall supersede the transfer list; or

7 2. An assignment in the geographic area where the employee was
8 assigned immediately prior to his/her transfer into the position from
9 which the employee is being transferred. An employee reassigned
10 under this Subsection must comply with the residency requirements
11 within one hundred twenty (120) calendar days. An assignment
12 under this Subsection shall supersede the transfer list.

13 B. No other employee shall be reassigned as a result of an employee's exercise
14 of reversion rights in accordance with Subsection 11.3 A.

15 C. Employees who are transferred pursuant to this Section shall be entitled to
16 receive moving cost reimbursement in accordance with Office of Financial
17 Management guidelines.

18 D. Employees who are involuntarily transferred pursuant to this Section will
19 not be removed from transfer lists except for cause.

20 **11.4 Voluntary Demotion**

21 Any employee holding the rank of RCW sergeant who decides to voluntarily
22 demote back to the rank of RCW trooper will be treated as an involuntary transfer,
23 except that the employee will be allowed to return to the location of his/her last line
24 trooper assignment prior to being promoted to RCW sergeant or to a line trooper
25 assignment that would allow him/her to meet residency in the current geographic
26 area. The employee will not be allowed to involuntarily transfer back to a specialty
27 assignment, nor to any other assignment outside of a line trooper assignment with

1 the Washington State Patrol. In addition, the employee's moving expenses will not
2 be paid for this voluntary demotion and subsequent transfer, if he/she decides to
3 move from the current geographic area.

4 **11.5 Specialty Assignments**

5 A. Selection for a specialty assignment will be treated as a reassignment and
6 will not be considered a promotion.

7 To assist the Chief in selecting the best-qualified candidate for the
8 assignment, minimum qualifications may be established for specialty
9 assignments.

10 B. Selection Process

11 1. Specialty assignment openings will be advertised in the Daily
12 Bulletin at least five (5) business days prior to the start of the
13 selection process. The advertisement shall include the number of
14 openings to be filled in the specialty assignment, a brief job
15 description, any minimum qualifications, and a description of the
16 testing procedure to be used. An applicant pool resulting from an
17 advertisement may be used to fill additional vacancies that occur
18 within six (6) months for the same type of position and
19 qualifications.

20 2. Qualified employees, including probationary employees, can apply
21 for any specialty assignments that are advertised statewide, unless
22 the advertisement specifies otherwise.

23 3. Specialty assignments may be given on a temporary basis without
24 following the above process in exigent circumstances. Temporary
25 assignments will not normally last more than six (6) months. At the
26 conclusion of the temporary assignment or when the exigent
27 circumstances no longer prevail, the assignment shall be advertised
28 in accordance with this Article.

1 C. An employee who accepts a specialty assignment will not be removed from
2 transfer lists. However, an employee who accepts a specialty assignment
3 that requires a minimum commitment will not be offered transfers that occur
4 before the end of that minimum commitment. If a specialty assignment
5 requires a minimum commitment, the notice will so indicate, and the
6 selected employee must sign an acknowledgement of the commitment
7 before assuming the position.

8 D. When a trooper assigned to a specialty position and the WSP both agree that
9 it would be in the best interest of the trooper and the Agency to allow the
10 trooper to transfer out of a specialty position, then the following provisions
11 will apply:

12 1. The trooper will only be allowed to transfer back to the district and
13 geographic area where he/she was assigned prior to assignment to
14 the specialty position; and

15 2. All costs associated with any move relating to this voluntary transfer
16 request will be borne by the employee.

17 E. The involuntary reassignment, removal or transfer of an employee from a
18 specialty position shall not be subject to the grievance-arbitration procedure
19 pursuant to [Article 21](#) of this Agreement, but may be appealed in accordance
20 with the procedure set out below.

21 1. The employee will be afforded an opportunity to meet with the
22 decision maker within a reasonable amount of time after being
23 notified that he/she has been involuntarily reassigned, removed, or
24 transferred from a specialty position.

25 During the meeting with the decision maker, the employee will be
26 informed of the cause (reasons) for the decision to involuntarily
27 reassign, remove, or transfer him/her from the specialty position.

- 1 2. In the event the employee or the Association does not believe that
2 there is cause for the involuntary reassignment, removal or transfer,
3 the employee or Association may request and will be afforded an
4 appeal to the person in the chain of command who is one (1) level
5 higher than the person making the initial decision to involuntarily
6 reassign, remove, or transfer the employee from the specialty
7 position.
 - 8 a. In the event of an appeal, the employee and the Association
9 will be afforded an opportunity to meet with the person in
10 the chain of command who is one (1) level higher than the
11 person making the initial decision to involuntarily reassign,
12 remove, or transfer the employee from the specialty position.
 - 13 b. The meeting will occur within ten (10) calendar days after
14 the appeal is requested, unless otherwise mutually agreed to
15 by the Association and the Employer.
 - 16 c. At the meeting, the employee and the Association will be
17 given a full opportunity to present all of the facts and
18 circumstances the employee and the Association feel are
19 relevant.
 - 20 d. Within ten (10) calendar days after the conclusion of the
21 meeting, the employee and Association shall be presented
22 with a written decision on the appeal from the person in the
23 chain of command who is one (1) level higher than the
24 person making the initial decision to involuntarily reassign,
25 remove, or transfer the employee from the specialty position.
- 26 3. The decision of the person in the chain of command who is one (1)
27 level higher than the person making the initial decision to
28 involuntarily reassign, remove, or transfer the employee from the

1 specialty position shall be final and binding upon the employee and
2 the Association.

3 4. The Employer will not involuntarily reassign, remove, or transfer
4 the employee from the specialty position until the appeal procedure
5 set forth in this Subsection 11.5 E has been exhausted.

6 **11.6 Intra-district Transfers**

7 District commanders may unilaterally reassign employees from one detachment to
8 another in the same geographic location within their district on a last-in first-out
9 basis, but may not do so for disciplinary purposes unless there is a conflict between
10 fellow employees or a conflict in a superior-subordinate relationship, or when an
11 incident occurs that impairs the credibility of the employee and/or the Employer in
12 the employee's current work site but that does not hamper the employee from
13 performing work in another work site. Transfers from one geographic area to
14 another within the district shall be governed by the transfer list.

15 **11.7 Probationary Employees**

16 Probationary employees shall be granted transfers only in the case of hardship
17 except as set forth below:

18 A. The probationary sergeant:

19 1. Shall have the right to place his/her name on transfer lists upon or
20 after acceptance of a promotion to the rank of sergeant, and at any
21 time during his/her probationary period. If his/her name comes up
22 on a transfer list, the employee will be able to accept one (1) transfer
23 during the period between the acceptance of the promotion and the
24 end of the probationary period.

25 2. Such transfer shall be on the same terms and conditions as any non-
26 probationary sergeant.

27 B. The probationary trooper:

- 1 1. Upon being commissioned, the probationary trooper will be allowed
- 2 to submit and maintain up to four (4) transfer requests to the HRD.
- 3 2. If the probationary trooper's name comes up on the transfer list
- 4 he/she will be eligible to accept one (1) transfer during his/her
- 5 probationary period.
- 6 3. As with any transfer request, the Chief or designee maintains the
- 7 right to approve/disapprove the transfer request.

8 **11.8 Hardship Transfers**

9 Employees who have a hardship that involves the immediate family may request a
10 hardship transfer. Before such transfers are granted, the Employer must determine
11 an actual hardship exists. Because the hardship transfer takes priority over the
12 regular list, the Employer shall advise those on the regular transfer list of the reason
13 for the hardship transfer.

14 A. Hardship Defined

15 A hardship is a medical, financial, marital, or safety-threatening situation
16 causing specific loss or suffering to an employee or the employee's spouse,
17 children, parents, or spouse's parents. This provision includes stepchildren
18 and stepparents.

19 B. Request Procedure

20 Hardship transfer requests shall be sent to the HRD following the HRD's
21 procedures, which are posted on the WSP Intranet or are available by
22 contacting the HRD.

23 C. Care for Parents

24 If the request is to care for parents of the employee or spouse (including
25 stepparents), the transfer shall be granted only if:

- 26 1. No other relative is available to provide care.

- 1 2. The parent(s) cannot be moved to the employee’s current area.
- 2 3. The employee will reside within the geographic area of the
- 3 parent(s).
- 4 4. The parent’s physician verifies that the employee’s presence will
- 5 help alleviate the hardship.

6 D. Verification

7 Each request shall be investigated at the district/section level. Upon
8 receiving a request, the HRD may ask OPS or the district/section to provide
9 further verification. After all investigations are completed, investigators
10 shall submit the reports to the HRD.

11 E. Decision

12 The HRD shall provide a summary and recommendations to affected bureau
13 chief/director(s). If the bureau chief/director(s) agree to the transfer, the
14 HRD shall inform the employee and shall arrange the transfer. The
15 emergency transfer procedure may be invoked if necessary. The HRD shall
16 notify the employee if the request is denied.

17 F. Notification

18 Employees with pending transfer requests to the affected location shall be
19 notified in writing of the hardship transfer. Such notice shall verify that the
20 regular transfer list remains unchanged.

21 **11.9 Moving**

22 The Employer shall pay moving costs for employees upon initial assignment from
23 the Academy, upon promotion, and when the employee is transferred at the
24 Employer’s direction. The Employer may pay moving costs when advertising open
25 positions and requesting volunteers and shall include notice of willingness to pay
26 when advertising for the position. Moving expenses shall not be paid for routine
27 employee-requested transfers. Employees accepting Employer-requested transfers

TENTATIVE AGREEMENT ONLY.

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

1 shall have the expense of moving household items paid by the Employer, up to the
2 maximum limit authorized by Office of Financial Management regulations.

3 When the Employer pays moving expenses, the Employee shall contact Budget and
4 Fiscal Services to obtain the most recent expense regulations and procedures.
5 Employees who are transferred shall be allowed to use accrued annual leave and/or
6 compensatory time off in the two (2) weeks prior and/or subsequent to the moving
7 date.

8 **11.10 Intra-Division Transfers**

9 Within a non-FOB division, transfers shall be available in the following manner.
10 Before a position is filled, the Employer will announce the availability of the
11 position for transfer within the division. The first email announcement and
12 consideration will be for qualified employees within the assigned work area within
13 the division. If the position remains unfilled, the Employer will seek qualified
14 employees from within the entire division. Employees who were not selected may
15 meet with the appointing authority to discuss their non-selection.

16 **11.11 Assigned Vehicles**

17 The Employer will continue to provide assigned take home vehicles, and agrees to
18 bargain over any changes in its take home vehicle 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/ 5/10/2024

/s/ 5/10/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 12
HOURS OF WORK

3 **12.1 Regular Hours**

4 Except for specific provisions of this Article to the contrary, the regular hours of
5 work each day shall normally be consecutive. Any employee may, with the
6 Employer's approval, split his/her shift into two (2) segments. Employees shall not
7 be discriminated against for failure to volunteer for a split shift. When an employee
8 works a split shift, the number of hours worked must total a minimum of eight (8)
9 hours in a twenty-four (24) hour period.

10 **12.2 Workweek**

11 The normal workweek, except for specific provisions of this Article to the contrary,
12 shall consist of seven (7) days, with five (5) consecutive eight (8) hour workdays
13 and two (2) consecutive days off, except for shift changeovers, relief shifts, and
14 rotating days off. Other arrangements may be made by mutual agreement between
15 the Association and the Employer.

16 **12.3 Workday**

17 Except for specific provisions of this Article to the contrary, the workday shall
18 consist of an eight (8) hour period within a twenty-four (24) hour period, including
19 meal period, rest periods, and briefing periods. In accordance with past practice,
20 employees who have been scheduled to attend training for one (1) or more full
21 workdays, or employees whose assignments do not require immediate response to
22 emergency situations and who work in offices that must comply with state business
23 office hours, may be scheduled to work a workday with an unpaid meal period. For
24 such employees, the workday shall be a nine (9) hour day with a one (1) hour meal
25 period, or an eight and one-half (8-1/2) hour day with a one-half (1/2) hour meal
26 period. Length of the meal period will be based on operational needs. Other
27 arrangements may be made by mutual agreement between the Association and
28 Employer.

1 **12.4 Work Shift**

2 Except for specific provisions of this Article to the contrary, and except for shift
3 changeovers, relief shifts, and rotating days off, each employee shall be scheduled
4 to work eight (8) continuous hours within a twenty-four (24) hour period. Other
5 arrangements may be made by mutual agreement between the Association and the
6 Employer.

7 **12.5 Rest and Meal Periods**

8 A. Rest Periods

9 Subject to the reasonable operating needs of the Employer, two (2) rest
10 periods of fifteen (15) minutes each shall be permitted for all employees
11 during each shift, and these rest periods shall be considered on-duty time.
12 With the approval of the Employer, the two (2) rest periods may be
13 combined into one (1) thirty (30) minute rest period, or a fifteen (15) minute
14 rest period may be combined with the meal period for a maximum of a forty-
15 five (45) minute break. Rest periods shall not occur at the beginning or end
16 of the shift without Employer approval.

17 B. Meal Periods

18 Subject to the reasonable operating needs of the Employer, employees shall
19 be granted a meal period during each work shift, which shall be considered
20 on-duty time. The meal period shall be thirty (30) minutes and shall not
21 occur at the beginning or end of a shift.

22 **12.6 Work Schedule(s)**

23 A. A tentative twenty-eight (28) day work schedule shall be posted seven (7)
24 calendar days in advance of the beginning of the twenty-eight (28) day work
25 period. The Employer is not bound in any way by this schedule, and no
26 liability or penalty payments accrue if this schedule changes at any time due
27 to emergencies. An emergency shall be defined as "a spontaneous or
28 unplanned occurrence, which could present a significant public hazard

1 requiring additional person power." An employee may voluntarily consent
2 to the waiver of the seven (7) day notice requirement.

3 B. Schedule changes due to events with advance notice are not considered
4 emergencies and penalty hours apply if the employee is not given seven (7)
5 calendar days notice. Examples of non-emergencies are: monthly shift
6 changes; court appearances; training; implied consent hearings; emphasis
7 patrols; adjustments for beat coverage due to vacations, sick leave use,
8 compensatory days, or holiday credits taken; and special holiday patrol
9 coverage.

10 **12.7 Shift Trades**

11 Subject to supervisory approval based upon operating needs, employees may
12 voluntarily trade shifts. The Employer will not incur any overtime liability as a
13 result of the shift trade.

14 **12.8 Day Off Trade**

15 Subject to supervisory approval based upon operating needs, employees may
16 voluntarily trade days off. The Employer will not incur any overtime liability as a
17 result of the trade of days off.

18 **12.9 Shift Selection**

19 A. District and section commanders are responsible for scheduling employees
20 for duty. Shifts shall not be scheduled for rotation more frequently than
21 twenty-eight (28) days, except in emergency situations as defined in this
22 Article. Except as specified below, shift selection shall be determined by
23 the Employer.

24 B. Shifts in an assignment shall be selected by seniority provided the majority
25 of the employees in the assignment vote for the assignment of shifts by
26 seniority. Shift bidding shall occur once per year between October 15th and
27 November 30th. These dates may be changed by agreement of the parties.
28 Employees whose transfer into a location that has been accepted before a

1 shift bid begins shall be allowed to shift bid. A vote to start or stop shift
2 bidding shall be conducted if at least thirty percent (30%) of the bargaining
3 unit members in the assignment request such a vote. Such a vote shall be
4 conducted no more than once annually and must be completed 60 days prior
5 to the start of the shift bidding. The vote shall be supervised by one (1)
6 representative of the Employer and one (1) representative of the
7 Association. The Employer shall post the results of the vote no later than
8 two (2) weeks after the vote. An employee involuntarily transferred to an
9 assignment shall have the right to exercise his/her seniority to select a shift
10 no sooner than thirty (30) calendar days after the initial date of transfer; an
11 employee voluntarily transferred to an assignment may not use his/her
12 seniority to select a shift until the next annual shift selection. Shift
13 assignments selected under Subsection 12.9 B shall be evidenced by an
14 Interoffice Communication (IOC) and shall not require a Memorandum of
15 Understanding (MOU).

16 C. The supervisor has the right to change both the schedule and the assigned
17 employee at any time if an emergency arises or if overriding reasonable
18 operating needs exist which require the change.

19 **12.10 Assignment**

20 The Employer shall deploy and schedule employees as it is operationally necessary
21 to do so.

22 **12.11 Experimental Schedules**

23 Provided that a majority of the employees in a detachment agree, the detachment
24 can elect to work a schedule other than a five (5) day/eight (8) hour workweek. The
25 employees in the detachment shall work with the division/district/section
26 commander when developing experimental schedules; such development shall
27 include all factors which affect the operating needs of the Employer. The schedule
28 may be denied by the Employer if the schedule does not meet the Employer's
29 operating needs. At any time, the experimental schedule may be jointly reviewed

1 by the Association and the Employer upon the request of either party. However, the
2 Employer has the authority to discontinue any experimental schedule with thirty
3 (30) calendar days notice based on operating needs. The guidelines for the voting
4 for and implementation of any experimental schedule shall be the same as those
5 contained in [Subsection 12.9](#) B above. For the purposes of this Subsection, a group
6 of detachments in the same autonomous patrol area may be considered to be a single
7 detachment. Experimental schedules selected under this Subsection shall be
8 evidenced by an IOC and shall not require an MOU. Individual employees assigned
9 to a specialty position within a line detachment or a remote assignment may apply
10 for an individual experimental schedule.

11 **12.12 Overtime**

12 A. Overtime is defined as time for all necessary agency activities occurring
13 before or after a shift or on a regular day off. Employees shall get pre-
14 approval from a supervisor prior to working overtime, unless an employee
15 is unable to contact a supervisor.

16 B. Overtime compensation shall be calculated at one and one-half (1 ½) times
17 the employee's regular rate. The regular rate shall include all remuneration
18 received by the employee, including any shift differential, education
19 incentive, longevity premium, specialty pay, certification pay, and working
20 out of classification pay; and shall be calculated in accordance with the Fair
21 Labor Standards Act.

22 C. Overtime shall be compensated by pay unless the employee requests
23 compensatory time in lieu of pay. However, the Employer may deny
24 requests for compensatory time and require compensation by pay. Requests
25 for compensatory time shall not be unreasonably denied.

26 D. Employees may accumulate compensatory time to a maximum of forty (40)
27 hours. Compensatory time accrued in excess of forty (40) hours shall
28 become paid overtime. It shall be the responsibility of the employee and his

1 or her supervisor to monitor accrued compensatory time and to make
2 mutually agreeable arrangements for its use.

3 E. When calculating hours worked only the following activities will be
4 excluded from the total: shared leave, leave without pay, additional
5 compensation for the time worked on a holiday and minimum call-
6 back/call-out hours that are not actually worked. All other activities,
7 including sick time hours and other leaves shall be used to calculate the total
8 hours worked.

9 **12.13 Contract Overtime Lists**

10 A. Contract overtime includes but is not limited to various types of agency-
11 managed overtime contracts: Washington Traffic Safety Commission
12 (WTSC) annual block grants, WTSC special emphasis grants, WTSC other
13 grants (e.g. Corridor Project), Department of Transportation (DOT) work
14 zones, DOT ferry security and other state and federal grants (e.g. Ruad,
15 McNeil Island, Grand Coulee Dam, etc.).

16 B. For purposes of contract overtime, employees shall be placed on the
17 overtime list(s) for their district of assignment. If contract overtime
18 assignments cannot be filled from the district overtime list where the
19 contract assignment is located, then the assignment may be filled from other
20 district lists. Employees assigned to Headquarters shall be placed on the
21 overtime list for the district in which they reside.

22 C. The Field Operations Bureau (FOB) Deputy Chief and district captains have
23 the authority to select employees from any overtime list for WTSC special
24 emphasis grants such as roving “click it or ticket” seat belt and speed
25 emphasis teams; provided, however, that such special emphasis grant
26 overtime shall not exceed twenty percent (20%) of the total overtime dollars
27 allotted to members of the bargaining unit represented by the Association
28 in any calendar year.

1 **12.14 Call Out**

2 Call out is defined as response from off-duty status to a nonscheduled assignment
3 or task.

4 A. An employee working overtime as a result of a call out shall be compensated
5 at one and one-half (1 ½) times the employee’s regular rate for the time
6 actually worked, or for a minimum of three (3) straight-time hours,
7 whichever is greater. Payment for attending court on an employee’s day off
8 shall be in accordance with Subsection 12.15 C below.

9 B. When called out by Communications or supervisory employees, troopers
10 shall be on the air within thirty (30) minutes of the reporting time identified
11 by Communications or the supervisor.

12 C. Overtime shall be paid for up to thirty (30) minutes prior to the time of
13 required reporting to the assignment.

14 **12.15 Court Appearances**

15 A. All court time is normally scheduled in advance. The immediate supervisor
16 shall adjust the employee's shift to ensure that a reasonable shift length,
17 including court time, shall not exceed twelve (12) hours.

18 B. An employee attending court on a scheduled annual leave day shall be
19 compensated at one and one-half (1 ½) times the employee’s regular rate
20 for the time actually worked, or for a minimum of four (4) hours straight
21 time, whichever is greater. Additionally, the annual leave day will be
22 returned to the employee's balance.

23 C. An employee attending court on a regularly-scheduled day off shall be
24 compensated at one and one-half (1 ½) times the employee’s regular rate
25 for the hours actually worked, or for a minimum of four (4) hours straight
26 time, whichever is greater. This same compensation shall apply when an
27 employee attends court on a scheduled workday when the time spent for

1 court requires the employee to respond to court from off-duty status and the
2 employee returns to off-duty status at the end of court.

3 D. When court is scheduled for a previously-approved compensatory day or
4 holiday credit day off, such court time shall be considered work time, unless
5 it exceeds eight (8) hours.

6 **12.16 Aviation and Executive Protection**

7 A. Employees assigned to the Aviation and Executive Protection sections shall
8 have hours of work consistent with the provisions of [Sections 12.1](#) through
9 12.5 and [Subsection 12.6](#) A of this Article. Subsection 12.6 B shall not apply
10 to these employees, provided the Employer makes all reasonable efforts to
11 provide advance notice of schedule changes.

12 B. The use of contract pilots to perform bargaining unit work is a mandatory
13 subject of bargaining, and the Employer will not use contract pilots unless
14 and until the bargaining obligation required by [RCW 41.56](#) is met.

15 **12.17 Rest Period**

16 When an employee has had to work an amount of involuntary overtime that would
17 be coded on a TAR as “shift extension” or “callout,” and it impacts the employee’s
18 wellness because of an inability to rest appropriately for their next regularly
19 scheduled shift, that employee’s direct supervisor shall provide direction to the
20 employee to rest for an appropriate amount of time. If this rest time overlaps the
21 employee’s next regularly scheduled shift, the employee will be in a rest period and
22 will be allowed to continue to rest for an amount of time agreed between the
23 employee and their supervisor, up to six (6) hours, without having to adjust their
24 next shift or utilizing any form of the employee’s leave. This rest period time will
25 be covered by the agency. In extraordinary circumstances a rest period may be
26 denied.

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The time that a rest period overlaps the employee’s next regularly scheduled shift will be coded on the TAR under “rest period time.” Rest period time shall not exceed six (6) hours past the start of the next regularly scheduled shift.

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For the Employer

For the Union

 /s/ 7/30/2024

 /s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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1 **ARTICLE 13**
2 **HOLIDAYS**

3 **13.1 General**

4 Holidays will normally be considered paid, non-working days off. Actual hours of
5 work required on holidays will be reimbursed in accordance with agency
6 regulation. When a regular day off falls on a holiday, the employee will be given
7 either the preceding or following workday as the holiday. The provisions of this
8 Section do not apply to those employees on annual, sick, or disability leave, or any
9 leave identified in [Article 16](#) (Other Leaves of Absence) of this Agreement. If a
10 holiday occurs during an employee's annual leave, the employee shall not have a
11 day of annual leave deducted or accumulate a holiday credit.

12 **13.2 Holiday Days**

13 New Years Day
14 Martin Luther King Jr.'s Birthday
15 Presidents Day
16 Memorial Day
17 Juneteenth (June 19th)
18 Independence Day
19 Labor Day
20 Veterans Day
21 Thanksgiving Day
22 Native American Heritage Day
23 Christmas Day

24 **13.3 Designated Holiday**

25 A. For employees normally working a Monday through Friday schedule: If a
26 holiday falls on Saturday, the preceding Friday shall be designated as the
27 holiday. If a holiday falls on Sunday, the following Monday shall be the
28 holiday.

1 B. For employees not working a Monday through Friday schedule: If a holiday
2 falls on a regularly-scheduled day off, either the last preceding or the next
3 following workday will be the holiday. Supervisors shall designate which
4 day will be the holiday on an individual basis.

5 **13.4 Personal Holiday**

6 All full-time employees, after four (4) full months of employment, are entitled to
7 one (1) added day of personal leave with pay each calendar year. Such leave may
8 be taken as mutually agreed to by the supervisor and the employee, and is not
9 cumulative from year to year unless the employee has requested a personal holiday
10 and the holiday is denied.

11 **13.5 Holiday Credits.**

12 Employees working a holiday shall submit a Time and Activity Report (TAR) on
13 the first working day after the holiday. Employees may accrue a maximum of ninety
14 (90) hours of holiday credits.

15 A. Use by Anniversary Date

16 If an employee accrues excess hours of holiday credits, such excess hours
17 shall be taken before the employee's next anniversary date of employment
18 or the credits shall be lost. The employee is responsible for working with
19 his/her supervisor to ensure that excess holiday credit hours are used prior
20 to the employee's anniversary date. If the employee is not allowed to use
21 holiday credit hours due to operational necessity the credits will not be lost.

22 B. Use by Retirement Date

23 Upon retirement, an employee will lose any holiday credits in excess of
24 eighty (80) hours. An employee who is retiring with holiday credits in
25 excess of eighty (80) hours will be allowed to use up to eighty (80) hours of
26 holiday credits prior to the employee's retirement date, or the employee's
27 retirement date will be extended by up to eighty (80) hours, at the
28 Employer's discretion. The employee is responsible for working with
29 his/her supervisor to ensure that excess holiday credit hours are used prior

1 to the employee’s retirement date. The Association will not support any
2 request(s) for exceptions to this Section.

3 **13.6 Separation**

4 Employees shall be paid for all accrued holiday credits up to a maximum of eighty (80)
5 hours when separating from employment. Payment shall not be made for the personal
6 holiday. However, in the case of separation by retirement, only those hours (up to a
7 maximum of eighty (80) hours) accrued for holidays actually worked during the two (2)
8 years on which retirement benefits are based will be used to compute final average salary.

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TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/30/2024

/s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
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Washington State Patrol Troopers
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ARTICLE 14
VACATION

14.1 Annual Leave

The provisions of this Article will remain generally compatible with those leave policies established by the Washington Personnel Resources Board as defined in [RCW 43.01.040](#).

14.2 Rate of Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month shall be credited monthly with the following annual leave accrual.

Previous state service is not considered until the total equals five (5) years when combined with current state employment.

Full Years of Service	Hours Per Year	Monthly Accrual
During the first and second years of current continuous employment	One hundred twelve (112)	Nine (9) hours and twenty (20) minutes
During the third year of current continuous employment	One hundred twenty (120)	Ten (10) hours
During the fourth year of current continuous employment	One hundred twenty-eight (128)	Ten (10) hours and forty (40) minutes
During the fifth, and sixth, years of total employment	One hundred thirty-six (136)	Eleven (11) hours and twenty (20) minutes
During the seventh, eighth and ninth, years of total employment	One hundred forty-four (144)	Twelve (12) hours
During the tenth, eleventh, twelfth, thirteenth and fourteenth years of total employment	One hundred sixty (160)	Thirteen (13) hours and twenty (20) minutes

Full Years of Service	Hours Per Year	Monthly Accrual
During the fifteenth, sixteenth, seventeenth, eighteenth and nineteenth year of total employment	One hundred seventy-six (176)	Fourteen (14) hours and forty (40) minutes
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)	Sixteen (16) hours
During the twenty-fifth year of total employment and thereafter	Two hundred (200)	Sixteen (16) hours and forty (40) minutes

1 **14.3 Accrual Limitations**

2 Employees may accrue an unlimited amount of annual leave hours during the year
 3 until they reach their anniversary date. At that time, the maximum accrual shall not
 4 exceed two hundred ~~eighty~~forty (2840) hours. Any hours in excess of two hundred
 5 ~~eighty~~forty (2840) hours on the anniversary date shall be lost.

6 **14.4 Exception to Maximum Accrual**

7 If the balance of two hundred ~~eighty~~forty (2840) hours is exceeded on the
 8 anniversary date due to denial of a leave request based on an operational necessity
 9 or incapacitation, an Interoffice Communication (IOC) explaining the denial shall
 10 be submitted to the Human Resource Division (HRD) with the leave request. The
 11 Employer shall grant an extension for each month that the Employer defers the
 12 employee's request for annual leave. The excess leave shall be taken as soon as
 13 possible.

14 **14.5 Sick Leave While on Annual Leave**

15 Employees on annual leave who become ill or injured, qualifying for sick leave,
 16 may change their annual leave request to sick leave within five (5) calendar days of

1 returning to duty, or by the fifth (5th) of the following month if at the end of the
2 month.

3 **14.6 Vacation Requests**

4 Vacation is defined as annual leave taken for a period of one (1) or more
5 consecutive working days. Employees shall submit all vacation requests to their
6 immediate supervisor no later than December 31 of each year. After the deadline
7 for requests, changes to scheduled vacations and/or additional vacation requests
8 may be authorized by the supervisor on a case-by-case basis. Seniority shall control
9 approving scheduled vacation requests that are made before December 31. Vacation
10 requests made after December 31 of any year shall be handled on a first come, first
11 served basis.

12 **14.7 Vacation Seniority**

13 Vacation requests shall be submitted in order of seniority within a working unit.
14 The senior employee may select one (1) vacation period, followed by the other
15 employees in order of seniority. When all employees have selected their vacation
16 choice, employees having time remaining may, by seniority, choose a second
17 vacation period. After this second selection, additional vacation periods, if desired,
18 shall be arranged with the supervisor. The minimum scheduled vacation period
19 shall be one (1) working day. No employee may exercise seniority to select a
20 vacation block of more than twenty-five (25) vacation days.

21 **14.8 Coverage**

22 If the Employer determines adequate coverage can be maintained, more than one
23 (1) employee may be on leave at the same time within a work unit. Adequate
24 coverage shall be coverage maintained without planned overtime expenditures.

25 **14.9 Miscellaneous**

26 Employees shall not be required to begin their vacation on a specific date (shift
27 change, first of the month, etc.). A Time and Activity Report (TAR) shall be
28 submitted prior to the taking of leave.

1 **14.10 Eligibility**

2 After six (6) months of full-time employment, employees shall be eligible for
3 vacation leave.

4 **14.11 Vacation Callback**

5 In the event that an employee is called back to work by the Employer for any
6 purpose during authorized vacation leave, the employee shall not be charged for
7 vacation days worked. If the employee receives notice that a callback for a court
8 appearance or for other purposes conflicts with a previously-scheduled vacation
9 period, the employee shall promptly notify his/her supervisor of the conflict.

10 If the supervisor is unable to resolve the conflict, the Employer shall reimburse the
11 employee for all of her/his own travel costs reasonably associated with traveling to
12 and from the work site to accommodate the callback if the employee is directed by
13 the Employer to return.

14 **14.12 Vacation Callback — Office of Professional Standards (OPS) Investigations**

15 A. When an employee is on other than regularly-scheduled days off (annual
16 leave, compensatory time or holiday credits), the employee will not be
17 contacted by the OPS regarding an investigation, unless such contact is the
18 result of an emergency as defined in [Article 12.6 A](#).

19 B. If an employee is contacted while on other than regularly-scheduled days
20 off, the employee shall be compensated at one and one-half (1 ½) times the
21 employee's regular rate for the time actually worked, or for a minimum of
22 four (4) hours straight time, whichever is greater. The annual leave day will
23 be returned to the employee's balance.

24 **14.13 Vacation Callback — Criminal Investigations**

25 A. If an employee is contacted while on other than regularly-scheduled days
26 off (annual leave, compensatory time or holiday credits), and the contact is
27 for longer than fifteen (15) minutes, the employee shall be compensated at
28 one and one-half (1 ½) times the employee's regular rate for the time

1 actually worked, or for a minimum of four (4) hours straight time,
2 whichever is greater. The annual leave day will be returned to the
3 employee's balance.

4 B. If the contact is for fifteen (15) minutes or less, the employee will be
5 reimbursed at one and one-half (1 ½) times the employee's regular rate for
6 the time actually worked.

7 **14.14 Vacation after Transfers**

8 The Employer shall honor pre-approved vacation requests of transferring
9 employees. If the vacation requests coincide with the pre-approved vacation
10 requests of other employees, the Employer shall honor all pre-approved vacation
11 requests, subject to operational necessity.

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/ 5/10/2024

/s/ 5/10/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
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ARTICLE 15
SICK LEAVE

15.1 Sick Leave Accrual

The provisions of this Article will remain generally compatible with the sick leave policies established by the Washington Personnel Resources Board as defined in [RCW 41.48.140](#).

A. Sick leave credits are granted as a form of insurance to minimize loss of compensation to employees due solely to:

1. Personal illness, injury, preventative health care, exposure to contagious disease which would jeopardize the health of others, or disability due to pregnancy and for reasons mandated under [RCW 49.46.210](#).
2. Illness, injury, or preventative health care of relatives (spouse, child, stepchild, grandchild, foster child, parent, stepparent, grandparent), registered domestic partner or household members requiring the employee's attendance and for additional reasons and family members mandated under RCW 49.46.210.
3. For any other reason authorized in accordance with RCW 49.46.210 and/or federal and/or state law.

Employees eligible for disability status, whose condition has been determined to be fixed and stable, shall be allowed the option of using all their accrued sick leave prior to being placed on disability status.

B. After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave. A full-time employee who is in pay status for less than eighty (80) non-overtime hours in a calendar month will accrue sick leave

1 in an amount proportionate to the number of hours they are in pay status in
2 the month up to eight (8) hours per month. If an employee separates and is
3 re-employed within five (5) years, sick leave accruals at the time of
4 separation shall be reinstated.

5 **15.2 Reporting**

6 A. Sick leave shall be reported at or before the beginning of the employee's
7 shift each day, unless other arrangements have been made with the
8 supervisor. Upon returning to work, the employee shall complete a Time
9 and Activity Report (TAR). If the employee is on extended sick leave at the
10 end of the month, the supervisor shall complete the TAR.

11 B. A physician's statement, on official letterhead, may be required for any
12 length of sick leave taken, but shall be required if the leave is continuous
13 for ten (10) or more days. It shall be the employee's responsibility to provide
14 the physician's statement within fifteen (15) working days after the first day
15 of sick leave. The request for a physician's statement shall comply with
16 state and federal law. A request for a physician's statement for verification
17 of sick leave must be in accordance with [RCW 49.46.210](#), [WAC 296-128](#),
18 and this agreement.

19 The employee's supervisor shall forward the physician's statement, through
20 the chain of command, to the Human Resource Division (HRD). No copies
21 of the physician's statement shall be retained locally.

22 **15.3 Notification of Illness or Injury**

23 Employees who know they will be unable to report for duty due to illness or injury
24 shall immediately notify the on-duty supervisor, advising him/her of the nature of
25 the injury or illness, where they will be recuperating, and the expected date of return
26 to duty. The supervisor shall also be advised of a change in any of the above which
27 may occur after the original notification is given. If there is no on-duty supervisor,
28 the employee shall attempt to notify the on-call supervisor. If no on-duty or on-call
29 supervisors can be reached, the employee shall notify Communications of his/her

1 absence. Employees injured while on duty shall report such injury to their
2 supervisor as soon as possible and shall comply with the provisions of existing
3 regulations pertaining to such injuries. Employees who become ill while on duty
4 and find it necessary to leave an assigned post or duty shall report this fact to their
5 supervisor before leaving the assignment or post.

6 **15.4 Sick Leave without Pay**

7 If the employee does not have enough accrued sick leave, other leave accruals may
8 be substituted or the employee may be granted leave without pay. If leave without
9 pay is necessary, the HRD shall be notified prior to the effective date. Failure to
10 make such notification may result in overpayment and require reimbursement or
11 the cancellation of pay warrants.

12 **15.5 Sick Leave Buy-Out Option**

13 The sick leave buy-out option shall be in accordance with state law.

14 **15.6 Retirement Counseling**

15 Employees within ten (10) years of retirement shall be granted up to two (2) days
16 off with pay during their careers to attend retirement planning programs. Such days
17 off must be approved in advance by the Employer.

18 **15.7 Workers' Compensation**

19 Any employee who is off work due to an injury which is compensable under the
20 Washington Workers' Compensation Act will receive compensation under the Act
21 in addition to an amount from the Employer; the total of the two (2) shall ~~not be~~ be
22 ~~not less than~~ equal to the employee's regular monthly base salary.

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TENTATIVE AGREEMENT ONLY.

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For the Employer

For the Union

 /s/ 4/22/2024

 /s/ 4/22/2024

Lane Hatfield, Labor Negotiator
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ARTICLE 16
MISCELLANEOUS LEAVE AND LIMITED DUTY

16.1 Leave without Pay

A. Requests for leave without pay shall be submitted on a Time and Activity Report (TAR) with an Interoffice Communication (IOC) of explanation at least thirty (30) calendar days prior to the first day of the requested leave. Requests for leave without pay for fifteen (15) days or less may be authorized by the appropriate bureau chief/director. Leave without pay exceeding fifteen (15) days shall require the approval of the Chief.

The Human Resource Division (HRD) shall be advised immediately by telephone of any leave without pay request.

B. Employees on leave without pay for newborn or adoptive child care, or who are on leave without pay in lieu of sick leave for personal illness shall, if they so request, be allowed to use their accrued annual leave during such leave without pay period.

C. Leave without pay exceeding fifteen (15) consecutive calendar days shall be deducted from the employee's anniversary and periodic increment dates, and the employee will not accrue annual and sick leave hours.

D. Employees on leave without pay shall be allowed to retain their leave balances and to use whatever amount of leave per month is necessary in order to maintain Employer-paid medical and dental benefits.

16.2 Civil Leave

Civil leave may be allowed for employees to serve as members of a jury, take examinations for state positions, or perform other civil duties.

1 **16.3 Military Leave**

2 The Employer will provide paid military leave to allow an employee to report to
3 required military duty, training drills or active duty status in accordance with state
4 and federal law. The leave shall be recorded as follows:

5 A. A TAR for the period of time requested shall be submitted. In addition, a
6 copy of the military order or drill orders (if available) will be submitted with
7 the TAR. If the military order or drill orders are not available prior to the
8 employee going on military leave, the military order or drill orders shall be
9 submitted when the employee returns from leave.

10 B. Any regular days off shall not be included in the military leave. Holidays
11 which fall within the training period shall not be counted as military leave.

12 C. Any portion of the allotted military leave hours not used for training periods
13 may be taken to attend monthly meetings of military units. Employees shall
14 provide a schedule of military monthly meetings to their supervisor at least
15 thirty (30) calendar days in advance.

16 D. If employees do not have enough military leave to cover training periods or
17 meetings, other leave accruals, except sick leave, may be used. Employees
18 may take leave without pay for such training periods.

19 **16.4 Educational Leave**

20 Educational leaves of absence without pay may be granted at the discretion of the
21 Chief, subject to the following provisions:

22 A. No employee shall be eligible while on probation.

23 B. The leave of absence shall be for the purpose of full-time attendance at an
24 accredited college or university.

- 1 C. The employee shall provide the HRD with a quarterly or semester transcript
2 of grades and proof of registration (C average or better, or equivalent,
3 required for continuation of the leave).

- 4 D. No employee shall be permitted to contribute to, nor withdraw from, the
5 retirement system while on educational leave.

- 6 E. Employees shall not exercise authority as police officers during the leave.
7 Any employee returning from leave may be disciplined by the Employer for
8 actions taken during the leave, provided the discipline meets the standards
9 for discipline contained in Agency regulations.

- 10 F. Educational leaves of absence shall be for one (1) year or less, subject to
11 revocation or renewal by the Chief.

12 **16.5 Pregnancy/Parental Leave**

13 A. Maternity Leave, Newborn Care, or Adoptive Care

14 Pregnancy is not an unexpected incident in the life of a woman and will not
15 in any way limit her job opportunities or penalize her in terms or conditions
16 of employment.

17 B. Limited Duty

18 Illness or disability caused or contributed to by pregnancy, miscarriage,
19 childbirth, and recovery is considered a temporary condition. The Employer
20 will make a reasonable effort to provide a limited duty assignment for the
21 employee who cannot perform the essential functions of her job because of
22 illness or disability caused or contributed to by pregnancy, miscarriage,
23 childbirth, or recovery. The physical demands of the assignment shall be
24 considered along with recommendations from the employee's health care
25 professional.

26 C. Notification of Pregnancy

1 As soon as an employee realizes she is pregnant, she shall submit an IOC
2 through the chain of command and a written statement from her physician,
3 including the following:

- 4 1. Verification of pregnancy;
- 5 2. Anticipated delivery date;
- 6 3. Ability to perform full or limited duties.

7 D. Change in Medical Status

8 If the employee's medical status changes, requiring changes to duty
9 assignment, a written statement from her physician is required immediately.

10 E. Ninety (90) Day Notice

11 The employee shall submit an additional IOC ninety (90) calendar days
12 prior to taking leave, outlining her leave plans. This shall be waived if some
13 complication occurs and the employee is unable to work prior to the ninety
14 (90) day date.

15 F. Parental Leaves of Absence

16 Any full-time employee may request a leave of absence without pay for
17 pregnancy, childbirth, recovery, or other pregnancy-related disabilities; or
18 newborn adoptive child care; or a new child in the family by birth, adoption
19 or placement in foster care, for the purpose of bonding with his or her
20 natural newborn, adoptive, or foster child. Sick leave may be taken in
21 accordance with [Article 15](#), Sick Leave.

22 G. Duration of Leave of Absence

23 The duration of the leave requested under Subsection F above shall not
24 exceed six (6) consecutive months during the first year after the child's birth
25 or placement, including time covered by the Family Medical Leave Act
26 (FMLA), unless additional leave without pay is granted by the Chief.
27 Accrued leave may be used at the employee's option during this six (6)
28 month period in accordance with WSP policy and this Agreement.

1 H. Human Resource Division (HRD)

2 It shall be the responsibility of the employee to contact the HRD concerning
3 the effect a leave of absence without pay may have upon any employee
4 benefits and for insurance information.

5 I. Credit of Leave

6 Full-time employees who have been in pay status for eighty (80) non-
7 overtime hours in a calendar month, including holidays, shall be credited
8 monthly with annual and sick leave. One (1) day in a pay status each month
9 is necessary to retain insurance benefits (i.e., day of work, annual leave, sick
10 leave, etc.).

11 J. Return to Duty

12 Employees returning from parental leave shall give two (2) weeks advance
13 notice and shall be reassigned to the same job classification and
14 commissioned rank in an area not requiring a change of residence.

15 **16.6 Physician's Statement**

16 Employees requesting Temporary Disability Leave shall submit to the Chief,
17 through the chain of command, a written statement from their physician verifying
18 their condition, recommending limited duty or leave of absence, and describing
19 their limitations and prognosis. The Chief may refer employees for additional
20 evaluation of their condition. A written medical release from a physician shall be
21 submitted prior to an employee's return to full or limited duty.

22 **16.7 Temporary Limited Duty and Long Term Limited Duty**

23 The following provisions shall govern temporary limited duty and long term limited
24 duty assignments.

25 A. Definitions

26 1. "Active service," "line duty," "other duty," and "disability" shall
27 have the respective meanings set forth in [WAC 446-40-020](#) in effect
28 as of the date of this Agreement.

1 month temporary limited duty extension is warranted based on medical
2 necessity. The employee will continue working under the conditions of their
3 temporary limited duty assignment if a six-month extension is granted by
4 the TSB Assistant Chief.

5 C. Long Term Limited Duty

6 The Employer shall use reasonable efforts to provide a long term limited
7 duty assignment within fifty (50) miles of the employee's current residence.
8 If after using reasonable efforts the Employer is unable to provide a long
9 term limited duty assignment within the fifty (50) mile distance, the
10 Employer will attempt to locate a long term limited duty assignment beyond
11 the fifty (50) mile distance. If the employee accepts, the employee shall
12 comply with the residence requirement. If it is necessary for the employee
13 to relocate, the Employer shall reimburse the employee's moving costs in
14 accordance with Office of Financial Management guidelines.

15 When an employee is placed on long term limited duty they shall be
16 restricted from wearing their uniform, carrying a department handgun,
17 driving a marked WSP vehicle, and performing law enforcement activities.
18 Employees shall commute to and from their assignment on their own time,
19 using their personal vehicle.

20 D. Requesting Limited Duty Assignments

21 An employee requesting any limited duty assignment shall submit the
22 request in writing with supporting medical documentation through the
23 commander to HRD. HRD will process the request in accordance with
24 HRD's standard operating procedures.

25 HRD shall coordinate selection of a limited duty assignment with the
26 employee's attending physician and, if necessary, with the Employer's
27 physician after an independent medical evaluation (IME). An employee
28 shall have the option to accept a limited duty position that is approved by

1 his/her attending physician and, if necessary, by the Employer's physician
2 after an IME, and that is in compliance with this Agreement.

3 E. Return to Full Duty

4 A temporary limited duty or long term limited duty assignment will end
5 when the employee is certified as capable of returning to full duty by his/her
6 physician and, if necessary, when an IME ordered by the Employer
7 determines that the employee is capable of return to full duty.

8 1. When an employee returns to full duty from temporary limited duty
9 the employee shall be returned to his/her former assignment.

10 2. When an employee returns from a long term limited duty assignment
11 the following shall apply:

12 a. Troopers shall be returned at the employee's option:

13 i. To a line assignment (or, at the discretion of the
14 Employer, a previously-held specialty assignment)
15 in a detachment where the employee will be able to
16 comply with the residence requirements in this
17 Agreement without moving his/her residence. An
18 assignment under this Subsection shall supersede the
19 transfer list; or

20 ii. To a line assignment (or, at the discretion of the
21 Employer, a previously-held specialty assignment)
22 in the geographic area where the employee was
23 assigned immediately prior to his/her transfer into
24 the position from which the employee is being
25 transferred. An employee reassigned under this
26 Subsection must comply with the residency
27 requirements within one hundred twenty (120)

1 calendar days. An assignment under this Subsection
2 shall supersede the transfer list.

3 b. Sergeants shall be returned at the employee's option:

4 i. To a line assignment (or, at the discretion of the
5 Employer, a previously-held specialty assignment)
6 in a detachment where the employee will be able to
7 comply with the residence requirements in this
8 Agreement without moving his/her residence. An
9 assignment under this Subsection shall supersede the
10 transfer list; or

11 ii. To a line assignment (or, at the discretion of the
12 Employer, a previously-held specialty assignment)
13 in the geographic area where the employee was
14 assigned immediately prior to his/her transfer into
15 the position from which the employee is being
16 transferred. An employee reassigned under this
17 Subsection must comply with the residency
18 requirements within one hundred twenty (120)
19 calendar days. If a sergeant assignment is not
20 available at the time this subsection applies, then the
21 employee shall have the right to the next available
22 sergeant position in that geographic area. An
23 assignment under this Subsection shall supersede the
24 transfer list.

25 F. If an employee on temporary limited duty does not improve to a point
26 permitting return to full duty then the Chief will either: (1) place the
27 employee on long term limited duty; or (2) place the employee on disability
28 as provided in [WAC 446-40-040](#).

1 G. Relation to Disability

2 Section 16.7 shall have no impact on an employee's eligibility for disability.

3 **16.8 Funeral Leave**

4 An employee shall be allowed sick leave time not to exceed three (3) days for a
5 death in the employee's immediate family (employee's spouse or household
6 member, children, stepchildren, parents, or spouse's/household member's parents).
7 Household members are persons who reside in the same home who have reciprocal
8 duties to and do provide financial support for one another. This term does not
9 include persons sharing the same house when the living style is primarily that of a
10 dormitory or commune. Additional sick leave or other accrued leave may be
11 allowed for necessary funeral travel time when approved by the immediate
12 supervisor.

13 **16.9 Life-Giving Procedures**

14 When approved, employees will receive paid leave, not to exceed five (5) working
15 days in a two (2) year period, for participating in life-giving procedures. "Life-
16 giving procedure" is defined as a medically-supervised procedure involving the
17 testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other
18 human body components for the purposes of donation, without compensation, to a
19 person or organization for medically necessary treatments. Employees will provide
20 reasonable advance notice and written proof from an accredited medical institution,
21 physician or other medical professional that the employee will participate or has
22 participated in a life-giving procedure. The Agency may take into account program
23 and staffing replacement requirements in the scheduling of leave for life-giving
24 procedures. Nothing in this Section should be construed to change existing practice
25 with respect to the donation of blood.

26 **16.10 Wildfire Disaster Leave**

27 In the event the Governor declares that a state of emergency exists in any area of
28 the state of Washington, the Employer may grant up to 24 hours of leave with pay
29 per occurrence to employees who are experiencing extraordinary or severe impacts,

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1 such as displacement from their homes temporarily or permanently through
2 evacuation or significant damage or loss.

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

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TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

 /s/ 7/30/2024

 /s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 17
PERSONNEL FILES AND OFFICE OF
PROFESSIONAL STANDARDS (OPS) FILES

17.1 Personnel Files and OPS Files

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

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

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

1. Employees requesting to examine their own file. Employees must have proper identification and examine their file in the presence of the Human Resource Division (HRD) Commander or designee. Employees shall not remove any material from their files, but may have the HRD provide, without charge, a copy of any material in the files.
2. The Chief.
3. The Deputy Chief, assistant chiefs and bureau directors.
4. A representative having written authorization from the employee.
5. Agency supervisors and managers in the employee's direct chain of command.
6. Staff employed by the Agency (other than those assigned to the HRD) whose official duties require access to personnel files and/or OPS files. After access has been approved by the HRD Commander or designee, an entry in the Personnel File Access Record (attached to the inside cover of the file jacket) shall be made, indicating the

1 name of the individual examining the file and the date of the
2 examination. No materials may be removed from the employee's file
3 except pursuant to the purging provisions of this Article. If an
4 authorized representative of the Employer, as determined above,
5 makes a copy of any document from an employee's personnel file
6 or disciplinary file, then a notation will be made in the file indicating
7 the person who made the copy, how many copies were made, and to
8 whom the copies were provided.

9 7. Staff employed by the HRD, for administrative purposes.

10 8. Assistant Attorneys General assigned to the Agency and their
11 authorized staff (i.e. paralegal, tort investigator).

12 **17.2 Outside Inquiries**

13 The Employer shall refuse to disclose information in personnel files or OPS files if
14 that disclosure would violate the employee's right to privacy, as defined by [RCW](#)
15 [42.56.050](#). All requests for information (other than routine employment
16 information, e.g., confirmation of employment, length of service, current status of
17 employee, or prior assignments) shall require a proper public disclosure request.

18 A. Upon receiving a request for all or part of these files, the affected employee
19 and the Association shall be notified of the request. The affected employee
20 shall be given a period of five (5) business days to object to release of the
21 requested documents. Such objection shall be provided in writing. The WSP
22 Labor and Policy Advisor or the Assistant Attorney General will be
23 consulted regarding the reasons given by the affected employee.

24 B. If the Employer agrees that the employee's right to privacy would be
25 violated, it will not release the document and will provide a defense in court,
26 if necessary.

1 If the Employer does not agree, it will so notify the affected employee and
2 the Association in writing. The documents will not be released until the time
3 period in Subsection 17.2 C below has expired, during which time the
4 employee shall have an opportunity to prevent the release under [RCW](#)
5 [42.56.540](#) at the expense of the Association or the employee.

6 C. If an employee files an objection, then prior to the disclosure of any
7 documents from the personnel files or OPS files, the Employer shall either:
8 (1) provide a copy of the redacted documents to be disclosed; or (2) provide
9 an opportunity for the affected employee to review the redacted documents.
10 The employee shall then have up to ten (10) calendar days to review the
11 documents. If the affected employee has a question regarding the redactions
12 he/she may discuss the questions with the Employer's representative.

13 D. If the Employer refuses to disclose requested information and there is a
14 court hearing on that refusal, the affected employee may attend the hearing
15 on Employer time. No overtime or compensatory time will be paid.

16 **17.3 No Secret Files**

17 Only one (1) official personnel file and/or OPS file shall be maintained on an
18 employee, though a copy of the file may be maintained at the district level. No
19 secret personnel file and/or OPS file will be kept on any employee. [Supervisors](#)
20 [may maintain a temporary supervisory file that contains](#) ~~This does not preclude a~~
21 ~~supervisor from maintaining~~ notes on an employee's job performance for the
22 explicit purpose of preparing employee performance evaluation reports. [Such notes](#)
23 [shall be destroyed by the supervisor once the job performance appraisal is](#)
24 [completed, unless the information is related to pending legal action or to legal](#)
25 [action\(s\) that may reasonably be expected.](#)

26 **17.4 Adverse Comments**

27 A. Employees shall not have any comment adverse to their interest entered in
28 their personnel file and/or OPS file without having first read and signed the
29 document containing the adverse comment indicating they are aware of the

1 comment; except that such entry may be made if, after reading the
2 document, the employee refuses to sign it. Should an employee refuse to
3 sign, that fact shall be noted on the document.

4 B. Employees shall have ten (10) calendar days to file a written response after
5 being made aware of an adverse comment entered in their personnel file
6 and/or OPS file. Such written response shall be attached to and shall
7 accompany the adverse comment.

8 C. This Agreement establishes the confidentiality, maintenance, and
9 disposition of personnel files and/or OPS files. The files are maintained for
10 each employee and contain documents having a significant relevance to
11 employee careers.

12 **17.5 Retention**

13 Retention schedules shall be in compliance with state law. Material attached to and
14 a part of any document shall carry the same retention period as the document itself.

15 Except for oral reprimands, written reprimands and other disciplinary actions, all
16 other reports, letters, and other correspondence shall be retained for four (4) years.
17 Disciplinary actions shall be retained for the employee's career with the agency
18 plus ten (10) years. If an employee is disciplined, evidence of oral and written
19 reprimands up to one (1) year prior to the date of the discipline, and any other
20 notices of disciplinary action up to five (5) years prior to the date of the discipline
21 shall be admissible in any proceedings concerning the disciplinary action, including
22 appeals from the disciplinary action. Only discipline showing a pattern of similar
23 behavior occurring outside of those parameters may be admissible in any
24 disciplinary action. The relevancy of prior actions may be argued and considered
25 under just cause.

26 Records will be purged from an employee's personnel file in accordance with state
27 law. All purged materials shall be provided to the employee along with notice to

1 the employee that he/she should consult with an Association representative
2 concerning retention.

3 **17.6 Changes in Personnel Files and/or OPS Files**

4 Employees shall be provided copies of all performance or assignment-related
5 changes in their personnel files.

6 **17.7 Contents**

7 A personnel file shall be defined as any document pertaining to the employee's
8 employment status, work history, training, or other personnel-related matters
9 pertaining to the employee. It is further understood that a personnel file does not
10 include material relating to medical records, pre-appointment interview forms,
11 payroll or life insurance documents, Internal Affairs files, or applicant background
12 investigation documents such as, but not limited to, psychological evaluations and
13 polygraph results.

14 **17.8 Access**

15 Nothing herein shall be construed as limiting any rights the Association has under
16 the law to access to records.

17 **17.9 Office of Professional Standards (OPS) Files**

18 All files related to complaints and disciplinary actions will be retained at the OPS
19 for the period of time set forth in [Section 17.5](#) above. By no later than one (1) month
20 following the expiration of a retention period set out in Subsection 17.5 A above,
21 the OPS will purge and destroy all complaint and disciplinary files that meet the
22 retention cutoff. This Section does not apply to records and data kept for statistical
23 purposes without any identification of the employees involved.

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determined to be financially feasible by OFM and subsequently
funded by the Legislature in the 2025-2027 budget.

Tentative Agreement
WSPTA 2025-2027 Negotiations
June 3, 2024
Page 6 of 6

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/ 6/3/2024

 /s/ 6/3/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 18
JOB PERFORMANCE APPRAISAL (JPA)

18.1 The JPA process gives supervisors an opportunity to discuss performance goals and expectations that meet the Agency’s objectives with their employees; to assess and review the performance of their employees with regard to those goals and expectations; and to provide support to employees in their professional development, so that skills and abilities can be aligned with Agency requirements.

18.2 To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and to correct the problem before it is mentioned in a JPA. Ratings on the JPA will be supported by appropriate documentation.

18.3 Supervisors will meet with employees to review the JPA before it is finalized. An employee who disagrees with the final document may attach a letter of rebuttal to the completed JPA. An employee who does so will not be prohibited from challenging the content of the JPA in a future disciplinary appeal.

18.4 JPAs are not subject to the grievance procedure of this Agreement, except where supporting documentation was not completed in accordance with Subsection 18.2 above.

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For the Employer

For the Union

 /s/ 7/30/2024

 /s/ 7/30/2024

Lane Hatfield, Labor Negotiator
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ARTICLE 19
EMPLOYEE RIGHTS IN INVESTIGATIONS

19.1 The Employer has the authority to determine the method of conducting investigations, including the procedures contained in the Administrative Investigation Manual; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. Prior to implementation of changes to any term or provision of the Regulation Manual or the Administrative Investigation Manual concerning internal investigations, the Employer will send copies of the proposed changes to the President of the Association. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes. This Section shall not be interpreted to restrict the Association’s right, under state law, to bargain the decision and/or impact of changes in subjects of bargaining where the Employer is compelled to negotiate over the matter by state law.

A. The investigation of a complaint as described above includes an investigation of a complaint brought by a member against any other employee of the WSP. At a minimum, upon request the employer shall provide the complainant employee a closing letter following review of the matter.

19.2 Because police officers must be free to exercise their best judgment and to initiate law enforcement in a reasonable, lawful and impartial manner, and because the Employer is committed to respecting the rights of bargaining unit employees by providing procedural protection to all employees during the complaint and disciplinary process, complaints involving members of the bargaining unit shall be resolved in a manner that is expeditious, fair, just, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal.

1 **19.3** The Employer accepts and investigates complaints against employees. The
2 Employer shall continue to use an Internal Incident Report (IIR) form. The form
3 shall contain at least the following information:

- 4 A. The complainant's name and address;
- 5 B. The date of the complaint;
- 6 C. The specific allegations against the employee; and
- 7 D. A signature line for the complainant's use.

8 Anonymous complaints may be investigated. The Employer shall instruct its
9 employees on the Employer's procedures to be followed in accepting citizen
10 complaints.

11 **19.4** The provisions of this Article shall not apply to routine discussions with an
12 employee in the normal course of duty. These provisions shall apply when the
13 employee is subject to questioning by a supervisor or any other member of the
14 Agency, and where such questioning is about actions or a failure to act by the
15 employee that, if proven, could lead to discipline.

16 **19.5** De minimis (minor or insignificant) variations from the following provisions shall
17 not be the basis for overturning discipline or affect the admissibility of evidence.

18 **19.6** Prior to questioning, the employee under investigation shall be informed of the
19 name of the person in charge of the investigation and the name(s) of questioners,
20 and all other persons to be present during the questioning. The employee shall be
21 informed of what investigative section the investigator represents.

22 **19.7** The questioning shall be conducted at a reasonable hour, preferably at a time when
23 the employee is on duty or during the normal waking hours for the employee, unless
24 the seriousness of the investigation requires otherwise. If such questioning occurs
25 during off-duty time of the employee being questioned, the employee shall be
26 compensated for such off-duty time in accordance with regular Employer
27 procedures.

1 **19.8** Any questioning session shall be for a reasonable period, taking into consideration
2 the gravity and complexity of the issue being investigated. Employees being
3 questioned shall be allowed to attend to their own personal physical necessities as
4 needed.

5 **19.9** If prior to or during any questioning it appears the employee's actions or omissions
6 may amount to criminal conduct, the investigation shall stop and the Chief shall be
7 notified immediately. The Chief shall determine whether to continue the
8 administrative investigation or to conduct a criminal investigation or both.

9 **19.10** Any criminal investigation of an employee conducted by the Employer will be
10 conducted by the Investigative Services Bureau. Any attempt to obtain a written or
11 verbal statement from the suspected employee will be preceded by the giving of
12 and inquiring as to the understanding of the employee's constitutional rights. A
13 suspected employee is one for whom a criminal investigation has gone past the
14 investigatory stage to the accusatory stage.

15 **19.11** Employees are required to fully and truthfully answer all questions asked during,
16 and cooperate fully in, any and all administrative investigations. All questions
17 asked and actions taken during such administrative investigations will be
18 specifically, directly, and narrowly related to performance of duties within the
19 scope of employment and fitness to hold the position.

20 **19.12** Whenever an employee is being investigated, the employee shall be informed of
21 the general scope of the investigation prior to questioning. The notification shall
22 include the name of the complainant, the complaint form completed by the
23 complainant, the date of the incident, the specific rules the Employer alleges were
24 violated, whether the complainant has signed a complaint form, and a summary of
25 the factual allegations against the employee sufficient to reasonably apprise the
26 employee of the nature of the charges. The employee may agree to answer questions
27 at that time or request that questioning be delayed for up to five (5) calendar days
28 in order to obtain legal advice or other assistance. If the Employer decides to

1 substitute the Agency as the complainant, the Employer agrees to contact the
2 Association to discuss the reasons for doing so.

3 **19.13 Witness Interviews**

4 A. If during a witness interview an employee makes a self-incriminating
5 statement regarding a criminal offense that might lead to disciplinary action,
6 the interview will cease and the employee will be advised why the interview
7 is ending and what actions will be taken.

8 B. In situations where the employee believes that his or her answers in a
9 witness interview may disclose his or her own possible violations of the law
10 and/or regulations, the employee shall have the right to assert his or her
11 rights to Association representation and/or protection against self-
12 incrimination under Weingarten v. NLRB and/or Miranda v. Arizona.

13 C. An employee involved in a situation described in this Section will have the
14 opportunity to confer privately with his or her legal advisor or the
15 Association representative before questioning continues.

16 **19.14** If an employee is to be subjected to a form of discipline which, under the terms of
17 this Agreement, is not appealable, and such discipline is based upon an employee's
18 responses when the employee was questioned as a witness, the employee shall be
19 given an opportunity to present a response to the allegations against her/him before
20 the discipline is imposed.

21 **19.15** If any employee refuses to answer questions based on the constitutional right
22 against compelled self-incrimination, and the Employer decides to continue the
23 meeting, the employee will be advised of his/her rights under Garrity v. New Jersey.
24 That is, the employee will be informed that the continued refusal to answer
25 questions can be the basis for disciplinary action including termination, and that
26 any answers to such questions or information derived from answers cannot be used
27 in any way in any subsequent criminal proceeding.

- 1 **19.16** Prior to questioning about an incident which could reasonably be expected to result
2 in discipline, the Employer's representative shall notify the employee of the
3 employee's right to be represented by either an Association representative or an
4 attorney during the course of the questioning, and of the right to five (5) calendar
5 days advance notice of questioning. Employees, at their request and own expense,
6 shall have the right to be represented by a person of their choice who may be present
7 at all times during the questioning. The employee's representative may counsel the
8 employee only to the extent allowed by law under Weingarten v. NLRB and its
9 progeny. At the employee's option, the employee may be accompanied by both an
10 attorney and an Association representative during the disciplinary interview;
11 provided, however, that only one (1) of them may speak at the interview.
- 12 **19.17** Employees shall not be subjected to any offensive language, nor shall investigators
13 make promises or threats as an inducement to answer questions.
- 14 **19.18** The Employer shall not cause employees being questioned to be subjected to visits
15 by the press or news media, nor shall their home address or photograph be given to
16 the press or news media without the employee's express consent, unless required
17 by public disclosure laws. The Employer will notify the employee before releasing
18 an employee photograph to the news media.
- 19 **19.19** The complete questioning of an employee may be recorded by the Employer, the
20 employee, and/or the employee's representative. If a tape recording is made of the
21 questioning, the employee shall be entitled to a copy of any tape recording in which
22 he/she participated. The employee shall be informed prior to the start of the
23 questioning that the session will be recorded.
- 24 **19.20** When the Employer receives a complaint about the action or inaction of an
25 employee that results in a criminal investigation, the employee will be notified of
26 the investigation (either in writing or orally) unless the Chief determines such
27 notification will endanger the investigation of the complaint.

1 **19.21** In the event an employee is involved in the use of lethal force, the Employer will
2 attempt to contact an Association representative and inform him/her that a lethal
3 force incident has occurred, the name of the involved employee, and the location
4 of the incident. A supervisor at the scene shall allow the employee to use Agency
5 equipment to consult with an Association representative or attorney. Employees
6 involved in the use of lethal force shall be allowed to consult with an Association
7 representative or an attorney prior to being asked to give an oral or written
8 statement about the use of lethal force. Such right to consult with a representative
9 or attorney shall not unduly delay the giving of the oral or written statement or
10 prevent the Employer from obtaining critical information regarding the status of the
11 incident, e.g. suspects still at large or the location of critical evidence.

12 **19.22 Investigation Timelines**

- 13 A. Complaints shall be accepted or rejected by the Employer within ten (10)
14 business days of receipt. Complaints shall be deemed accepted when the
15 Commander of the Office of Professional Standards (OPS) signs the IIR.
16 Timelines shall begin when a complaint is accepted.
- 17 B. In the event it becomes necessary to make a change or changes on an IIR,
18 whiteout or any similar method shall not be used. Any changes to language
19 shall be made clear (deletions shall be struck out) and the person making
20 the change(s) shall initial and date the change(s) and note the reason(s) for
21 the change(s) either on the document or in an Interoffice Communication
22 (IOC).
- 23 C. Within five (5) scheduled employee workdays of accepting a complaint
24 against an employee, the Employer shall forward a copy of the IIR and any
25 attachments to the employee, unless such notification will endanger the
26 investigation of the complaint. If an employee is on leave, the five (5)
27 scheduled employee workdays do not begin until the employee returns from
28 leave.

1 D. At the time that the OPS Commander and the appointing authority
2 determine the level of severity for investigative purposes (minor, moderate
3 or major category), they will also make a pre-determination of where the
4 alleged conduct would fall within the sanction matrix (if the allegations as
5 known at the time were proven true).

6 E. Investigations arising out of minor complaints shall be completed within
7 forty-five (45) calendar days. If the investigation is not completed within
8 forty-five (45) calendar days, no discipline shall issue. Supervisors will
9 normally investigate minor complaints unless otherwise directed by the
10 Chief or his/her designee. Complaints investigated under this Subsection
11 shall not require the due process meeting set forth in [Article 20](#).

12 F. Investigations arising out of moderate complaints shall be completed within
13 ninety (90) calendar days, and investigations arising out of major
14 complaints shall be completed within one hundred twenty (120) calendar
15 days. If the investigation cannot be completed within these timeframes, an
16 extension may be granted in accordance with Subsections 19.22 G and H
17 below. Investigations shall be deemed completed when the employee is
18 advised of the Employer's contemplated discipline.

19 G. Investigations arising out of moderate or major complaints may be extended
20 due to reasonably determined, exigent circumstances beyond the control of
21 the Employer. Such circumstances shall include the following:

- 22 1. Complexity of the investigation.
- 23 2. Pre-scheduled, extended leave (including extended annual leave or
24 mandatory training) or unexpected illness of personnel integral to
25 the investigation.
- 26 3. Unavailability of witnesses after reasonable efforts to locate.
- 27 4. Undue delays in transcription of interview tapes.

1 5. Delays caused by the Association or its representatives.

2 6. Emergencies.

3 Investigations covered by this Subsection may also be extended if the
4 appointing authority requests specific, additional investigation. An
5 extension on this basis shall require the notification in Subsection 19.22 H
6 below and shall be only for such time reasonably necessary to complete the
7 additional investigation.

8 H. The Employer shall notify the employee being investigated and the
9 Association of any extension. The notification shall include information on
10 when the Employer anticipates completing the investigation and a detailed
11 explanation of the reasons for the extension. If the investigation is not
12 completed by the anticipated completion date the notification shall be
13 repeated.

14 I. The Employer's obligation to limit extensions of investigations under
15 Subsection 19.22 G shall be subject to the grievance procedure in [Article](#)
16 [21](#), including arbitration under Step 3. If a grievance is sustained in
17 arbitration the Employer shall be assessed an amount equal to one hundred
18 dollars (\$100.00) for each day the investigation is extended for reasons not
19 deemed reasonably determined, exigent circumstances.

20 J. This Section 19.22 shall not affect any rights under [Article 21](#). Violation of
21 any timeline set forth in this Section shall not affect any discipline imposed
22 by the Employer. The Association may raise issues of timeliness of
23 investigations as a component of the elements of just cause in a Disciplinary
24 Review Board process; provided, however, that the resolution of any
25 grievance under this Section shall not be raised.

26

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Tentative Agreement
WSPTA 2025-2027 Negotiations
July 30, 2024
Page 9 of 9

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

/s/ 7/30/2024

/s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

1 **ARTICLE 20**
2 **DISCIPLINE AND DISCHARGE**

3 **20.1 Discipline**

- 4 A. The parties are committed to resolving disciplinary matters involving
5 bargaining unit employees in a manner that is expeditious, fair, reduces the
6 amount of formal process and is designed to resolve issues at the lowest
7 possible level. The Employer will continue to use the Non-Investigative
8 Matters (NIM) and Settlement Agreement Process as mechanisms for
9 accomplishing this goal.
- 10 B. With the exception of the suspension or demotion of probationary
11 employees pursuant to [RCW 43.43.060](#), the Employer will not discipline
12 any employee without just cause.
- 13 C. Discipline includes suspensions, demotions, and discharges. Written
14 reprimands and transfers as a result of a disciplinary sanction are not
15 considered discipline for purposes of appeal to a disciplinary arbitrator or
16 Trial Board. Written reprimands may be appealed only through Step 2 of
17 the grievance procedure; however employees may provide a written
18 response in accordance with [Subsection 17.4 B](#). An employee who does so
19 will not be prohibited from challenging the content of the reprimand in a
20 future disciplinary appeal. Transfers as a result of a disciplinary sanction
21 may be appealed through the grievance procedure. Corrective actions
22 including counseling and oral reprimands are not subject to appeal through
23 this Article or the grievance procedure; however employees may provide a
24 written response in accordance with [Subsection 17.4 B](#).
- 25 D. Except as set forth in this Agreement, the Employer has the authority to
26 determine the method of conducting investigations, including the
27 procedures contained in the Administrative Investigation Manual; however,
28 prior to implementation of changes to any term or provision of the
29 Regulation Manual or the Administrative Investigation Manual concerning

1 internal investigations, the Employer will send copies of the proposed
2 changes to the President of the Association. The Employer will consider
3 any comments or concerns of the Association before finalizing and
4 publishing the changes. This Section shall not be interpreted to restrict the
5 Association's right, under state law, to bargain the decision and/or impact
6 of changes in subjects of bargaining where the Employer is compelled to
7 negotiate over the matter by state law.

8 E. Upon completion of an investigation, the appointing authority shall review
9 the relevant documents and make a finding as to whether sufficient facts
10 exist to prove or disprove the allegation(s). If the appointing authority finds
11 that the allegation(s) are proven, he/she shall consult with the Commander
12 of the Office of Professional Standards (OPS).

13 In determining the appropriate discipline, the seriousness of the offense, the
14 individual employee's history, and the range of sanctions for similar
15 violations will be considered. The disposition of charges shall fall in one (1)
16 of the following categories: proven, undetermined, unfounded, exonerated,
17 policy error, or unintentional error.

18 F. If, at any time, the OPS Commander and the employee's appointing
19 authority cannot resolve any matters concerning the finding(s) or the proper
20 level of discipline, they shall meet with the appropriate bureau
21 chief/director. The bureau chief/director shall facilitate a resolution.

22 G. The Employer shall not institute numeric standards of performance without
23 discharging its obligations to bargain under [RCW 41.56](#).

24 H. Range of Sanctions

25 The following matrix will determine the possible range of sanctions for
26 proven allegations.

Level	First offense	Second offense	Third offense
Minor	Counseling – written reprimand	Counseling – written reprimand	Written reprimand
Moderate	Written reprimand – Two (2) working day suspension	One (1) working day suspension – Five (5) working day suspension	Three (3) working day suspension –Ten (10) working day suspension
Major	Three (3) working day suspension – termination	Six (6) working day suspension – termination	Eleven (11) working day suspension – termination

- 1 1. New information discovered in the investigative process could alter
 2 the final sanction or result in an employee being served with new
 3 charges.

- 4 2. Depending upon the employee’s disciplinary history, the appointing
 5 authority has the option of pre-determining that the new
 6 allegation(s) would fall within the first offense of the next higher
 7 level if there has been like or similar misconduct within the prior
 8 twelve (12) months. For example, if an allegation would normally
 9 be within second or third offense but prior sanctions warrant, it can
 10 be placed under the first offense at the next higher level (minor to
 11 moderate or moderate to major).

- 12 3. More than three (3) violations within a severity level will
 13 automatically move any subsequent violations to the first offense
 14 category in the next higher level.

1 **20.2 Due Process Meetings**

2 A. Prior to the final determination, the accused employee will be provided with
3 a copy of the completed investigative file and will be notified of the
4 contemplated discipline.

5 B. The employee will have a minimum of ten (10) working days for a major
6 complaint or seven (7) working days for a moderate or minor complaint to
7 review the case. This period may be extended if the employee has legitimate
8 justification for an extension.

9 C. The employee may choose to accept the proposed discipline. If the
10 employee does not accept the discipline, a conference shall be conducted
11 following the period described in Subsection 20.2 B above, unless an
12 extension has been granted or the employee has waived his or her right to
13 this due process meeting. Reasonable extensions shall be granted but there
14 shall be no undue delays between receipt of the contemplated discipline and
15 the scheduling of the conference. The accused employee will be afforded
16 the opportunity to present any mitigating evidence he/she deems pertinent.
17 The employee may submit his or her evidence verbally or in writing. The
18 session shall be tape-recorded. The employee may also record the session
19 or request a copy of the tape made by the employee's appointing authority.
20 The employee may be represented at the conference by his/her attorney and
21 Association representatives, the total not to exceed three (3) people for the
22 employee; provided, however, that only one (1) representative of the
23 employee may speak on behalf of the employee unless requested to do so
24 by the Employer.

25 D. The appointing authority may submit questions arising from the conference
26 to OPS for follow-up investigation if he/she deems necessary.

27 E. When making the final decision regarding discipline, the appointing
28 authority will evaluate the mitigating evidence presented by the employee
29 and may consult again with the Commander of OPS.

1 F. The accused employee will be notified by OPS of the final determination
2 and the employee and the Association will be provided with a copy of all
3 the charges.

4 **20.3 Election of Remedies**

5 Any non-probationary employee who receives a suspension, demotion, or
6 discharge shall be subject to the Disciplinary Arbitration procedures in Subsection
7 20.4 or the Trial Board procedures. Any probationary employee who receives a
8 discharge shall be subject only to the Trial Board procedures. Only the Association
9 may advance a case to a Disciplinary Arbitrator. If the Association denies the
10 employee's request to proceed to disciplinary arbitration, then the employee may
11 proceed to the Trial Board. If the employee elects the Trial Board, the provisions
12 of [RCW 34.05](#), [RCW 43.43](#), and [WAC 446-08](#) shall apply. An appeal from the
13 Trial Board to Thurston County Superior Court will not stay the Chief's decision.

14 **20.4 Disciplinary Arbitration**

15 A. The Association may not appeal a discipline to a disciplinary arbitrator
16 unless the employee subjected to discipline has executed a waiver of rights
17 to elect a Trial Board.

18 B. If the Association elects to appeal to disciplinary arbitration, the notice shall
19 be filed and served with the Chief's office within ten (10) business days of
20 receipt of the notice of disciplinary charges or within a mutually agreed time
21 period. If the Association elects to not appeal to disciplinary arbitration, the
22 employee will have ten (10) business days within which to proceed to the
23 Trial Board.

24 C. If the Association elects disciplinary arbitration, the discipline will be
25 imposed immediately after the time limit in Subsection 20.4 B has expired.

26 D. If the Association elects the disciplinary arbitration, the Parties will request
27 the appointment of an Arbitrator from the Public Employment Relations
28 Commission's Law Enforcement Roster within ten (10) business days.

1 E. Record
2 The arbitrator shall develop a record of the proceedings. There will be no
3 discovery. Charges shall be proven by a preponderance of the evidence. The
4 proceedings before the arbitrator shall be recorded.

5 F. Hearings
6 The arbitrator shall act as the presiding officer and shall make rulings on
7 evidence. Evidence shall be admitted as to whether written regulations of
8 the Employer contained in the Regulation Manual were violated; but the
9 arbitration is not the forum to contest the wisdom or efficacy of such
10 regulations. The parties shall be encouraged to stipulate to facts.

11 G. Work Record
12 The work record of the employee may be admitted only to assist the
13 arbitrator in fixing sanctions.

14 H. Other Discipline
15 Discipline in similar cases shall be relevant to the fixing of sanctions.

16 I. Costs
17 The parties will split the fees for the services of the arbitrator, court reporter,
18 the costs of the hearing facility, and any related costs. Witnesses shall be
19 compensated in accordance with state law. Each party will pay its own
20 attorney fees and any other expenses of its representatives.

21 J. Finality
22 The decision of the arbitrator, which shall be rendered in writing as soon as
23 reasonably possible after the close of the hearing, shall be final and binding
24 on the parties and subject to reversal only if the arbitrator has made an error
25 of law under [RCW 34.05](#) and the provisions of [RCW 7.04](#) A.

26 K. Jurisdiction

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Tentative Agreement
WSPTA 2025-2027 Negotiations
July 30, 3034
Page 8 of 8

1 The arbitrator shall not have the authority to interpret violations of
2 constitutional or statutory provisions.

3 L. Association's Duties

4 Consistent with its duty of fair representation, the Association may elect to represent a
5 member before an arbitrator.

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For the Employer

For the Union

 /s/ 7/30/2024

 /s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

6

1
2
ARTICLE 21
GRIEVANCE PROCEDURE

3 **21.1 Purpose**

4 The purpose of this grievance procedure is to establish effective procedures for the
5 fair, expeditious, and orderly resolution of grievances at the lowest possible level.
6 Within this spirit, the following procedure is not to substitute or in any way inhibit
7 open communications between the employee and supervisor. In addition, nothing
8 in this Article shall prevent the Association President from informally discussing
9 matters of concern to the Association with the Chief.

10 **21.2 Exclusivity**

11 This grievance procedure shall be the exclusive grievance procedure for the
12 resolution of disputes regarding the specific meaning, interpretation, or application
13 of the express provisions of this Agreement for all employees of the bargaining
14 unit.

15 **21.3 Definition**

16 A grievance is an allegation by an employee, or by a group of employees (with
17 respect to a single common issue), or by the Association, involving the meaning,
18 interpretation, or application of the express provisions of this Agreement.

19 **21.4 Filing**

- 20 A. Any employee, the Association, or any group of employees covered by the
21 Agreement who believe they have been aggrieved may file a grievance in
22 accordance with the provisions of this Article. In the presentation of
23 grievances, involved employees will not be discriminated against, interfered
24 with, restrained, or suffer any reprisals as a result of the grievance.
- 25 B. A grievance filed by an individual employee will be signed by the individual
26 employee and will cover only the individual employee filing the grievance.

1 C. A grievance filed by a group of employees will be signed by each aggrieved
2 employee and will cover only each individual employee signing the
3 grievance.

4 D. A grievance filed by the Association will be signed by a representative of
5 the Association and will cover all aggrieved bargaining unit employees in
6 accordance with [Section 21.10](#), Group Grievances.

7 E. When a grievance reaches the Step 2 level, the Employer shall provide the
8 Association President with a copy of the grievance. Failure to do so will
9 have no penalty or substantive effect on the grievance process.

10 **21.5 Suspension, Demotion, and Discharge**

11 The established statutory disciplinary process of the Trial Board and/or Superior
12 Court, or Disciplinary Arbitration, shall be the sole remedies for an employee who
13 is suspended, demoted, or discharged.

14 **21.6 Procedure**

15 A grievance shall be processed in the following manner:

16 **Step 1**

17 A. The affected employee(s) and/or the Association shall submit the grievance
18 in writing to the affected employee's immediate supervisor within twenty
19 (20) calendar days after the grievant becomes aware of its occurrence or
20 should have been aware of the occurrence. The supervisor shall promptly
21 forward the grievance to the district/division commander. The grievance
22 shall state the facts of the grievance, the date on which the incident occurred,
23 the Article and Section of the Agreement alleged to be violated, and the
24 remedy sought. The division/district commander shall respond in writing
25 within thirty (30) calendar days of receipt of the grievance. The
26 district/division commander shall consult with the WSP Labor and Policy
27 Advisor prior to making his/her decision on the grievance.

1 B. The response to a grievance up to and including the district/division level
2 shall not set a precedent for any future grievance and shall not be introduced
3 as evidence of past practice or for any other purpose in an arbitration
4 proceeding. This shall apply only to a grievance over matters which may
5 differ from district to district or division to division. Nothing in this Section
6 shall be interpreted to allow the Employer or the Association to violate this
7 Agreement.

8 **Step 2**

9 If the grievance is not resolved at Step 1 the grievant and/or Association may
10 present it in writing to the Chief within twenty (20) calendar days after the response
11 specified in Step 1 is received. The Chief or the Chief's designee shall schedule a
12 hearing with the Association and the grievant to discuss the grievance. The
13 grievant's participation shall not be mandatory but shall be strongly encouraged.
14 The WSP Labor and Policy Advisor, in consultation with the Chief, shall attempt
15 to resolve the grievance after considering the information provided by the grievant
16 and Association. The Chief or designee shall respond in writing within twenty (20)
17 calendar days after the hearing.

18 **Step 3**

19 A. If the grievance is unresolved at Step 2 the Association may refer the
20 grievance to arbitration within thirty (30) calendar days after receipt of the
21 response specified in Step 2. The parties shall jointly attempt, within ten
22 (10) calendar days from the date of the written appeal of the grievance to
23 arbitration, to select an arbitrator. If the parties are unable to agree on a
24 neutral third party after ten days, either party may request a list of 9
25 arbitrators from either PERC's dispute resolution panel of arbitrators or
26 though FMCS; if the parties don't agree on which list to use, a coin flip will
27 determine the list. The parties shall use an alternate strike method after a
28 coin flip (winner choses who strikes first).~~The arbitrator shall be selected~~
29 ~~from the same list and in the same manner as set forth in Subsection 20.4 E.~~

1 The parties shall complete the striking of names within ten (10) calendar
2 days of the receipt of the list, unless otherwise agreed. The arbitrator shall
3 be notified of the selection by a letter from either the Employer or the
4 Association. All arbitration hearings shall be held in ~~Tacoma~~ Olympia,
5 Washington (unless the parties mutually agree otherwise).

6 B. The arbitrator shall act in a judicial, not legislative, capacity and shall have
7 no right to recommend to amend, modify, nullify, ignore, add to, or subtract
8 from the provisions of this Agreement. The arbitrator shall only consider
9 and make a decision with respect to the specific issue submitted and shall
10 have no authority to make a decision on any other issue not so submitted to
11 the arbitrator. In the event the arbitrator finds a violation of the terms of this
12 Agreement, the arbitrator shall fashion an appropriate remedy. The
13 arbitrator shall be without power to make a decision contrary to or
14 inconsistent with or modifying or varying in any way the application of laws
15 and rules and regulations having the force and effect of any state law. The
16 arbitrator shall submit, in writing, the decision within thirty (30) calendar
17 days following the close of the hearing or the submission of briefs by the
18 parties, whichever is later, unless the parties agree in writing to an
19 extension.

20 The decision shall be based solely upon the arbitrator's interpretation of the
21 meaning or application of the express terms of this Agreement to the facts
22 of the grievance presented. A decision rendered consistent with the terms of
23 this Agreement shall be final; however, a decision which exceeds the
24 authority granted herein may be appealed to a court of proper jurisdiction.

25 C. More than one (1) grievance may be submitted to the same arbitrator if both
26 parties mutually agree in writing.

27 **21.7 Expenses**

28 Expenses for arbitration shall be shared equally by both parties; however, each
29 party shall be responsible for compensating its own representatives and witnesses.

1 If either party desires a verbatim recording of the proceedings, it may cause such a
2 record to be made, provided it pays for the record. If the other party desires a copy,
3 both parties shall jointly share the cost of the transcript, all copies, and all other
4 recording and/or transcription costs.

5 **21.8 Time Limits**

6 A. Each party involved in a grievance shall act quickly so that the grievance
7 may be resolved promptly. Every effort should be made to complete actions
8 within the time limits contained in the grievance procedure; however, with
9 the mutual written consent of the parties, the time limitation for any step
10 may be extended.

11 B. If at any step of the grievance procedure the Employer fails to issue a
12 response within the time limits set forth in this Article, the grievance shall
13 automatically advance to the next step of the grievance procedure, unless
14 withdrawn by the grievant or the Association. If the employee or
15 Association fails to advance the grievance within the time limits specified
16 herein, the grievance will be considered withdrawn and it cannot be
17 resubmitted.

18 C. No grievance shall be entertained or processed unless it is submitted within
19 twenty (20) calendar days after the employee concerned has become aware,
20 or should have become aware, of the event or occurrence giving rise to the
21 alleged grievance. The time limits in this grievance procedure shall be
22 deemed to have been met if the response or submittal is faxed, emailed or
23 post-marked within those time frames.

24 **21.9 Release Time**

25 All grievances shall be heard on paid status for the aggrieved employee; however,
26 should it be necessary to adjust an employee's schedule on the day of the grievance
27 hearing, no overtime or penalty payment shall be incurred as a result of the schedule
28 change. If a grievance hearing extends beyond the employee's normal shift, no
29 overtime will be paid for the time beyond the employee's normal shift length.

1 Whenever possible the parties agree to conduct grievance hearings by telephone. In
2 those cases where the parties agree to conduct an in-person hearing, the aggrieved
3 employee may use a state vehicle to travel to the hearing. The aggrieved employee
4 may have the Association representative from the area of the aggrieved employee
5 accompany him/her through the grievance steps. The Association President or Vice
6 President may be substituted for the area representative at the Association's
7 discretion. The Association representative shall be authorized to use a state vehicle
8 for transportation and shall be in paid on-duty status while traveling to or from or
9 attending grievance hearings, without earning overtime.

10 **21.10 Group Grievances**

11 The Association may ~~join a file a group~~ grievance ~~without mutual agreement at~~
12 ~~Step 3 of the grievance procedure~~ within fifteen (15) calendar days of a Step 2
13 denial, if the Association determines the issue impacts a group of employees. ~~after~~
14 ~~the grievants become aware, or should have become aware, of its occurrence. Such~~
15 ~~grievance.~~ The Association shall identify the class of employees covered by the
16 grievance, the date on which the incident occurred, the Article and Section of the
17 Agreement alleged to be violated, the facts of the grievance, and the remedy sought.
18 The Employer's obligation to respond to the grievance shall not begin to run until
19 the Association submits to the Employer a list of the employees covered by the
20 grievance. If the Association does not submit this information within sixty (60)
21 calendar days of the filing of the grievance, the grievance is deemed to be
22 withdrawn. The Employer's potential liability extends only to the named class.
23 ~~Failure to identify the facts of an employee's grievance constitutes withdrawal from~~
24 ~~the group grievance of that employee. A group shall be defined as five (5) or more~~
25 ~~employees.~~—The Employer and the Association shall fully cooperate on the
26 identification of the individual members of the class. Only one (1) employee from
27 the group may attend in paid status in accordance with Section 21.9, Release Time,
28 unless more than one (1) employee is necessary in order to completely present the
29 facts through the group grievance process, and then only long enough to present the
30 testimony.

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WSPTA 2025-2027 Negotiations
June 3, 2024
Page 7 of 7

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For the Employer

For the Union

/s/ 6/3/2024

/s/ 6/3/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

1 **ARTICLE 23**
2 **GENERAL PROVISIONS**

3 **23.1 New Rules and Regulations**

4 The Employer agrees to make available a copy of new rules and regulations to each
5 employee. A copy of new statewide rules and regulations will be provided to the
6 Association's office within seven (7) calendar days of date of publication. New
7 local district policies will be provided to the Association district representatives
8 within seven (7) calendar days of implementation.

9 **23.2 Uniforms and Equipment**

10 A. The Employer agrees to provide required uniforms and equipment for
11 employees in the bargaining unit. The uniforms provided shall furnish
12 warmth, protection, and comfort to the employee.

13 B. The Employer agrees to repair or replace Employer-owned uniforms
14 damaged, destroyed, or excessively soiled on duty unless gross negligence
15 can be shown on the part of the employee.

16 C. The Employer agrees to repair or replace employee-owned equipment
17 damaged or destroyed beyond normal wear while on duty unless gross
18 negligence can be shown on the part of the employee. The Employer is only
19 obligated to reimburse the employee for personal property when the
20 employee has received prior written approval to use the personal property
21 while on duty. Repair or replacement of watches will be for actual cost not
22 to exceed fifty dollars (\$50); other items will be at "fair market" value.
23 Claims for damaged eyeglasses shall be processed through the Department
24 of Labor and Industries.

25 D. The Employer agrees that all changes to the current uniform and uniform
26 requirements shall be referred to the Labor Relations Advisory Committee
27 process at the Association's request.

28 **23.3 Individual Activity Record**

29 Upon request, an employee shall have access to activity reports kept by the
30 Employer of which he/she is the subject. If the activity records are used to

1 determine that an employee's performance is substandard, upon request, the
2 employee shall receive an explanation of the basis for the substandard
3 determination.

4 **23.4 Tuition Reimbursement**

5 A. The Employer will reimburse a full-time employee for the cost of tuition in
6 accordance with Regulation 10.12.060 and for the cost of books as long as
7 the subject matter of the specific course or course of study is job-related and
8 the tuition costs do not exceed those found at a state university. The
9 employee must receive approval from the Chief prior to taking the course.

10 Tuition reimbursement shall be approved for all job-related undergraduate
11 and graduate work. A request for tuition shall not be unreasonably denied.

12 B. If an employee receives a scholarship, the total amount of the
13 reimbursement from the Employer, combined with the scholarship, shall not
14 exceed one hundred percent (100%) of the cost of tuition and books.

15 C. A satisfactory grade of C or higher or equivalent is required for
16 reimbursement, and a copy of the course transcript showing satisfactory
17 completion, along with a copy of the approved reimbursement application,
18 a copy of the registration or receipt showing the amount paid, and a
19 taxability of tuition reimbursement Interoffice Communication shall be
20 submitted with the reimbursement request within sixty (60) calendar days
21 of receiving final grades.

22 D. In the event the Employer directs an employee to attend any formal training
23 course, the costs of all books and incidental fees will be paid by the
24 Employer. "Life experience" credits will be reimbursed on a per-credit
25 basis, not to exceed the University of Washington tuition rates.

26 E. Once a request for tuition reimbursement has been approved, the Employer
27 will reimburse the cost of tuition as provided above. Approved tuition
28 reimbursements shall be paid to the employee within sixty (60) calendar
29 days of timely submission to the Employer. An employee shall not receive

1 federal or state educational reimbursement funds that exceed the total
2 tuition for any course.

3 F. If an employee receiving tuition reimbursement misses two (2) consecutive
4 terms of school, the Employer shall send a letter requesting the employee
5 notify the Employer of whether the employee intends to continue to attend
6 school. If the employee does not attend school during the following two (2)
7 terms then the employee must reapply for tuition reimbursement when
8 attendance resumes.

9 G. When an employee completes an educational program, the employee shall
10 notify the Employer so the Employer can remove the employee's name from
11 the tuition reimbursement list. If the employee pursues an additional degree
12 then the employee must reapply for tuition reimbursement.

13 H. No more than twenty-five percent (25%) of the bargaining unit members
14 shall receive tuition reimbursement at any given time. If at any time the
15 maximum twenty-five percent (25%) limit is reached, then all subsequent
16 requests for tuition reimbursement shall be placed on a waiting list in order
17 of the date of application.

18 **23.5 Continuing Education**

19 The Employer will make a reasonable effort to accommodate the needs of
20 employees who wish to pursue their education without taking a leave of absence,
21 subject to the following regulations:

22 A. Employees shall submit a request to the district/division/section
23 commander.

24 B. Adequate availability of the employee shall be maintained.

25 C. Employees' work performance must continue at an acceptable level.

26 D. Classes shall not be attended on state time. Employees may not attend
27 classes in uniform, but may use state vehicles to drive to and from the
28 classes, and may split their shifts to enable attendance at the classes, subject
29 to supervisory approval, as long as the class is not disjunctive from the shift.

30 The Employer shall have full discretion as to the use of state equipment.

1 E. When several members of a detachment or section wish to attend classes,
2 the following shall be considered in resolving conflicts:

- 3 1. Seniority in rank/position, by commissioned time, Agency time, and
4 total state service time;
5 2. Date of request to attend classes; and
6 3. Evaluation of the employee's goals.

7 F. Upon completion of an educational program, employees shall forward to
8 the Human Resource Division copies of certificates, transcripts, or degrees
9 attached to a completed Employee Status Report.

10 **23.6 Defense Cost Reimbursement.**

11 Subject to the provisions set forth below, the Employer agrees to reimburse an
12 employee for reasonable, usual, and customary legal fees incurred as a direct result
13 of a criminal investigation or criminal charges arising out of the employee's
14 involvement in actions in the performance of his/her duty. Reimbursement will not
15 be made if: (1) the employee is convicted (by verdict or plea) of any criminal
16 charges arising out of the incident; or (2) the Employer sustains disciplinary charges
17 on the basis of the employee's actions that formed the basis of possible criminal
18 liability, and the disciplinary charges are sustained upon final appeal; or (3) the
19 employee resigns before a final determination on a disciplinary charge is made. The
20 following provisions shall apply to reimbursement under this Section:

21 A. Reimbursement shall be made only at the conclusion of all criminal and
22 disciplinary proceedings against the employee that arise out of the incident.

23 B. The defense costs subject to Employer reimbursement shall begin to accrue
24 only after: (1) either the Employer or an official of another law enforcement
25 agency conducting an investigation notifies the subject employee that a
26 statement or interview (voluntary or otherwise) is requested; or (2) criminal
27 charges are filed against the subject employee.

28 C. The maximum amount of defense costs subject to reimbursement under this
29 Section is five thousand dollars (\$5,000); provided, however, that the Chief

1 retains the right to reimburse defense costs in excess of such amount on a
2 case by case basis at the Chief's sole discretion.

3 D. If the Attorney General's office assumes representation of a subject
4 employee under [RCW 10.01.150](#), the Employer's obligation under this
5 Section shall be limited to the amount of costs incurred before the date
6 representation by the Attorney General's office commenced, up the
7 maximum amount in [Subsection 23.6](#) C above.

8 E. Prior to reimbursement being required, the Employer shall be presented
9 with an itemized, detailed invoice from the attorney. If the Employer
10 believes the charges exceed a reasonable, customary, and usual amount, the
11 Employer may submit the invoice to the Washington State Bar Association
12 for review. The decision of the Bar Association as to a reasonable amount
13 shall determine the Employer's reimbursement obligation under this
14 Agreement.

15 **23.7 Travel**

16 Employees required to travel in order to perform their duties will be reimbursed for
17 any authorized travel expenses (e.g. mileage and/or per diem), in accordance with
18 the regulations established by the Office of Financial Management. Subject to
19 operational necessity and availability of rooms, such per diem may be used for a
20 single room; provided, however, that the employee shall be responsible for any
21 difference between the per diem and the actual room rate.

22 **23.8 Overpayment Recovery**

23 A. Except for amounts of \$50 or less, when the Agency has determined that an
24 employee has been overpaid, the Employer will provide written notice to
25 the employee, which will include the following items:

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

- 1 B. Overpayment amounts of fifty dollars (\$50) or less will be automatically
2 deducted from the next paycheck.
- 3 C. An overpayment amount resulting from an error made by the Employer, as
4 determined by the Chief, shall be limited to the amount of overpayment
5 during the preceding six (6) months prior to the date of correction of the
6 error/overpayment. A supervisor’s signature on an incorrect TAR will not
7 be considered an Employer error.
- 8 D. All employees receiving a written notice of overpayment will have the
9 option to dispute the occurrence of an overpayment, and/or dispute the
10 amount of the overpayment, or repay the overpayment.
- 11 E. All employees choosing to repay an overpayment in accordance with
12 paragraph F, or who are required to repay an overpayment following
13 resolution of a dispute in accordance with Subsection 23.8 H, will have the
14 option to repay the overpayment over a period of time equal to the number
15 of pay periods during which the overpayment was made, unless a longer
16 period is agreed to by the employee and the Agency. All overpayments will
17 be collected through payroll deduction.
- 18 F. The Employer is authorized to deduct the overpayment owed from the
19 employee’s wages beginning with the pay period after an employee has
20 been notified. If an employee files a grievance, overpayment recovery will
21 be suspended until the appeal has been resolved or until separation.
- 22 G. Any overpayment amount, regardless of an active appeal/grievance that is
23 still outstanding at separation of employment, will be deducted from an
24 employee’s final pay.
- 25 H. Appeal Rights
26 Any dispute concerning the occurrence or the amount of the overpayment
27 will be resolved through the grievance procedure in [Article 21](#) of this
28 Agreement.

1 **23.9 Eligibility for Detective Assignments**

2 An employee is not eligible for detective assignments unless he/she has completed
3 four (4) years of commissioned service; however, if there is no qualified employee
4 with four (4) or more years of commissioned service who applies for the detective
5 assignment, the assignment may be filled with an employee with less than four (4)
6 years of commissioned service. Detective position vacancies shall be filled by first
7 allowing detectives within the division qualified to perform the work to apply for
8 lateral transfer. Transfer approval shall be at the discretion of the division
9 commander. Remaining vacancies will be filled according to the current detective
10 selection process.

11 **23.10 Motorcycles**

12 A. Employees shall be allowed to submit requests at any time for basic
13 Employer motorcycle training for motorcycle assignments. Requests for
14 training for motorcycle assignments shall be reasonably considered in order
15 of the date of request. Request for motorcycle training shall be logged on a
16 statewide motorcycle training request list maintained at Field Operations
17 Headquarters. Motorcycle assignments shall be classified as line
18 assignments.

19 B. The Employer will advertise all open positions for motorcycle officers in
20 the Daily Bulletin, and interested applicants may submit requests for
21 consideration via normal channels. Openings will be filled according to the
22 following:

- 23 1. Employees currently assigned as motorcycle officers will be given
24 first priority. In the event two (2) or more employees currently
25 assigned to motorcycles request transfer to the open position, the
26 employee with the most “motorcycle seniority” (total time spent
27 riding a motorcycle on a full-time basis during employment with the
28 Agency regardless of any breaks in motorcycle service) will be
29 given first consideration. If both applicants have equal motorcycle

- 1 seniority, the definition of seniority specified in [Article 8](#) of this
2 Agreement shall determine the selection.
- 3 2. If the open position is not filled in accordance with [Subsection 23.9](#)
4 (B)(1) above, employees who were previously: (a) trained to ride
5 motorcycles; (b) held motorcycle certifications; and (c) rode
6 motorcycles on a full-time basis will be considered. In the event two
7 (2) or more employees that meet the criteria set forth in this
8 Subsection request transfer to the open position, the employee with
9 the most motorcycle seniority will be given first consideration. If
10 both applicants have equal motorcycle seniority, the definition of
11 seniority specified in [Article 8](#) of this Agreement shall determine the
12 order of consideration. Employees considered but not selected shall
13 be notified of the reason for the denial, and may appeal that denial
14 to the Chief. The Chief's decision shall be final.
- 15 3. If the position is not filled by employees who meet the criteria in
16 either Subsection 23.9 (B)(1) or 2 above, employees who are
17 alternates will be given third priority for consideration. In the event
18 two (2) or more employees who are alternates apply for the open
19 position, the certified employee with the most motorcycle seniority
20 will be given first consideration. If both have equal motorcycle
21 seniority, the definition of seniority specified in Article 8 of this
22 Agreement shall determine the order of consideration. Employees
23 considered but not selected shall be notified of the reason for the
24 denial, and may appeal the denial to the Chief. The Chief's decision
25 shall be final.
- 26 4. If the position is not filled by employees who meet the criteria in
27 Subsection 23.9 (B)(1), 2 or 3 above, employees currently trained
28 but not assigned or certified as motorcycle officers will be given
29 fourth priority for consideration. In the event two (2) or more trained
30 but not assigned or certified employees apply for the open position,
31 the employee with the earliest date of graduation from basic

1 motorcycle training, notwithstanding breaks in motorcycle service,
2 will be given first consideration. If both have the same date of
3 graduation from basic motorcycle training, the definition of
4 seniority specified in [Article 8](#) of this Agreement shall determine the
5 order of consideration. Employees considered but not selected shall
6 be notified of the reason for the denial, and may appeal that denial
7 to the Chief. The Chief's decision shall be final.

8 5. If no employees who meet the criteria in Subsection 23.9 (B)(1), 2,
9 3 or 4 above apply for an opening, selection will be based on an oral
10 interview, resume review, Office of Professional Standards history,
11 Job Performance Appraisals, and evaluation of narrative command
12 recommendations. The interview panel will consist of
13 representatives from the Employer and one (1) representative from
14 the Association. The panel shall make their recommendation to the
15 district captain for final determination. This determination is not
16 subject to the grievance procedure of this Agreement.

17 C. There shall be one (1) alternate in each district where motorcycles are
18 assigned. District commanders have the authority to assign alternates to
19 motorcycle duties at their discretion, provided that the assignment meets the
20 operating needs of the district. The failure of an alternate to fill a temporary
21 vacancy arising in his/her district area in accordance with Subsection 23.9
22 D below shall result in the alternate being removed from consideration for
23 any future motorcycle position unless his/her refusal results from a
24 documented medical condition that prevents the alternate from riding.

25 D. In the event an employee currently assigned as a motorcycle officer on a
26 full-time basis is prevented from performing his/her motorcycle assignment
27 because of a medical condition for thirty (30) calendar days or more, the
28 employee's motorcycle position shall be filled by an alternate.

29 E. In the event the employee currently assigned as motorcycle officer on a full-
30 time basis is prevented from performing his/her motorcycle assignment for

1 six (6) months or less because of a medical condition, when he/she returns
2 from Temporary Disability Leave (TDL) he/she shall be returned to his/her
3 motorcycle assignment upon applying for the assignment and being
4 certified as able to perform the essential functions of the job.

5 F. In the event the employee currently assigned as motorcycle officer on a full-
6 time basis is prevented from performing his/her motorcycle assignment for
7 more than six (6) months because of a medical condition, the position may
8 be filled permanently in accordance with this Section. If, after TDL is
9 exhausted, the employee is placed on disability or in a long term limited
10 duty position and is subsequently returned from disability or the long term
11 limited duty assignment to a line assignment and is certified as being able
12 to perform the essential functions of the job, and his/her prior motorcycle
13 assignment was not filled by an alternate but filled by a permanent
14 replacement, the employee will be guaranteed the opportunity to fill the first
15 available motorcycle vacancy and each subsequent motorcycle vacancy
16 until he/she takes a motorcycle assignment.

17 **23.11 Canine Handlers**

- 18 A. Canine handlers will be selected in accordance with the Canine Unit
19 Manual.
- 20 B. Currently assigned canine handlers will have priority, by Agency seniority
21 or by selection by the Employer, in filling any new canine team vacancies.
- 22 C. Non-routine care of the canine, i.e., veterinary visits, etc., which occur off-
23 duty will be compensable, in addition to the scheduled workday.
- 24 D. Assignment as a canine handler will be a three (3) year minimum
25 commitment; however, the commitment is to the canine assignment, not the
26 location of the assignment, and handlers may apply for other canine
27 openings in other work assignments in the agency at any time. Additionally,
28 handlers will not be prevented from testing for, and receiving, promotional
29 opportunities while assigned as canine handlers.

- 1 E. The Employer acknowledges that the work of using canines to provide law
2 enforcement services at Washington State Ferry terminals and on
3 Washington State Ferry vessels is work that has historically been done by
4 members of the bargaining unit.
- 5 F. HSD Canine handlers will be allowed five (5) hours per week of their
6 regular schedule for the care and maintenance of their canine. The five (5)
7 hours per week, referred to as kennel time, offsets the time spent
8 maintaining the canine during the handler’s off duty time. Handlers will be
9 allowed an additional two (2) hours and thirty (30) minutes per week for
10 each additional departmental canine under their care.
- 11 G. When a canine is not in the care of a handler, such as boarding during a
12 vacation, kennel time will not be permitted.
- 13 H. HSD canine handlers will be scheduled for thirty-five (35) hours; eight (8)
14 hours and forty-five (45) minutes for a regular ten (10) hour workday, or
15 seven (7) hours for a regular eight (8) hour workday. The remaining five (5)
16 hours will be unscheduled kennel time. When a handler is using vacation,
17 compensatory time, holiday credits, or sick leave, and in care of their
18 canine, they will submit leave for only the hours scheduled. When a canine
19 is not in the care of a handler, leave shall be submitted for the entire regular
20 workday.
- 21 I. SHCAT canine handlers will schedule kennel time at the beginning or end
22 of the scheduled shift per their command staff. Should a call interfere with
23 scheduled kennel time, the handler’s shift will be adjusted to compensate
24 for the interrupted amount of scheduled kennel time. When a handler is
25 using vacation, compensatory time, holiday credits, or sick leave, and in
26 care of their canine, they will submit leave for the normal workday minus
27 scheduled kennel time. When a canine is not in the care of a handler, leave
28 shall be submitted for the entire normal workday (10 hours or 8 hours).
- 29 J. Only in extreme emergencies will canine maintenance be allowed after a
30 scheduled shift when it will be necessary to accrue overtime.

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ARTICLE 26
OFF DUTY EMPLOYMENT

3 **26.1** Employees, other than newly commissioned, probationary employees and
4 undercover detectives pursuant to Sections 26.2 and 26.3 below, may engage in off-
5 duty employment provided that the employee has submitted an annual written
6 request to the Chief and that the Chief's approval has been granted prior to engaging
7 in such employment. The Chief's approval will not be unreasonably withheld and
8 shall be based upon the following criteria:

9 A. That such employment does not interfere with performance of assigned
10 duties.

11 B. That such employment does not detract from the efficiency of the employee
12 and his/her work with the Employer.

13 C. That such employment is not a discredit to the Employer.

14 D. That the outside job, including self-employment, will not:

15 1. Result in a conflict of interest; or

16 2. Result in outside work during an employee's work shift.

17 **26.2 Probationary Employees**

18 A. Probationary employees shall not be permitted to engage in uniformed, off-
19 duty employment. This limitation shall not apply to Agency contract
20 overtime and/or re-commissioned troopers or sergeants.

21 B. Probationary sergeants may engage in uniformed, off-duty employment,
22 subject to the following:

23 1. Upon receipt of any assignment order during the sergeant's
24 probationary period, the probationary sergeant shall, prior to

1 engaging in any uniformed, off-duty employment, inform his/her
2 supervisor of any off-duty employment authorization(s); and

3 2. The probationary sergeant's chain of command may revoke, limit or
4 suspend uniformed, off-duty employment authorization(s) for the
5 probationary sergeant on a case-by-case basis.

6 **26.3 Detectives**

7 A. Any detective assigned undercover to a narcotics investigation unit and any
8 detective assigned undercover to an Organized Crime (OC) intelligence unit
9 will not be approved for uniformed, off-duty employment.

10 B. A detective assigned other than to an undercover narcotics investigation unit
11 or undercover to an OC intelligence unit who applies for uniformed, off-
12 duty work will be approved/disapproved on a case-by-case basis.

13 C. If a detective who is not approved for uniformed off-duty work disagrees
14 with the decision, he/she will be allowed to appeal the decision to the
15 Assistant Chief in charge of the Investigative Services Bureau for a review
16 of the record.

17 **26.4** Emergency short-term, off-duty employment requests may be verbally approved by
18 the Employer, when the approval cannot be expedited in a timely manner in writing.
19 Within seven (7) calendar days of verbal approval, a written report will be required
20 from the employee describing the type of work, hours incurred, and employer.

21 **26.5** If an employee submits an off-duty, uniformed employment application to work for
22 a company that has been approved by the WSP and that currently employs at least
23 twenty-five (25) other commissioned WSP officers, and the employee is approved
24 to work for that company, that approval will apply to all companies that meet the
25 criteria. The employee will not have to submit separate off-duty applications to
26 work for the other companies that meet the criteria. The employee will be bound

1 by the limitations on the off-duty employment application when working for any of
2 the approved companies.

3 A. The off-duty companies that employ more than twenty-five (25) WSP
4 commissioned officers will be required to submit to the WSP Labor and
5 Policy Advisor on January 15th of each year a complete list of all WSP
6 officers that have worked for their company during the previous year.

7 B. The off-duty companies that employ more than twenty-five (25) WSP
8 commissioned officers will be required to provide to the WSP each year a
9 copy of a liability insurance policy covering the WSP officers working
10 uniformed, off-duty in the amount of at least one million dollars
11 (\$1,000,000) for such things as false arrest, use of force, etc.. The policy
12 must be provided to the WSP on the issue date of the new policy. Failure to
13 maintain liability insurance as outlined above will result in an immediate
14 revocation of approval for any WSP commissioned officer to work off-duty
15 for that company.

16 **26.6** WSP Regulation 8.00.280 in effect as of the date of this Agreement shall govern
17 off-duty employment. Further changes to such regulation shall be subject to the
18 normal collective bargaining rules contained in [RCW 41.56](#).

19 **26.7** Where the use of vehicles is authorized, the reimbursement for the use of the WSP
20 vehicle will be at the prevailing state employee rate for mileage plus five dollars
21 (\$5.00) per hour for each hour the vehicle is in use by the off-duty uniformed
22 employee, to be calculated from the time the employee leaves his/her residence to
23 the time that he/she returns to the residence if the employee is driving his/her
24 assigned vehicle. If the employee is not driving his/her assigned vehicle,
25 reimbursement will be calculated from the time the employee leaves the location
26 where he/she picks up the vehicle to the time he/she returns the vehicle. An
27 employee not driving his/her assigned vehicle is required to use his/her personal
28 vehicle to reach the pick-up location. The WSP shall be provided in advance with
29 specific details of when the vehicle is used and the reason for the use, and the

- 1 A. Three percent (3%) longevity pay based upon the top pay step of the
- 2 Commissioned Officer Salary Schedule shall be added to the salaries
- 3 identified in the applicable Appendix for all employees with five (5) through
- 4 nine (9) years of commissioned service.

- 5 B. An additional two percent (2%) longevity pay shall be added for all
- 6 employees with ten (10) through fourteen (14) years of commissioned
- 7 service.

- 8 C. An additional two percent (2%) longevity pay shall be added for all
- 9 employees with fifteen (15) through nineteen (19) years of commissioned
- 10 service.

- 11 D. An additional two percent (2%) longevity pay shall be added for all
- 12 employees with twenty (20) through twenty-four (24) years of
- 13 commissioned service.

- 14 E. An additional one percent (1%) longevity pay shall be added for all
- 15 employees with twenty-five (25) or more years of commissioned service.

16 **28.5 Education Incentive**

- 17 A. The following monthly education incentive pay will be paid to each
- 18 employee upon completing the listed degree and providing proof of
- 19 completion to the Agency.

- 20 Associate Degree Two percent (2%)
- 21 Bachelor Degree Four percent (4%)

- 22 B. The above percentages will be based upon the employee’s base rate of pay.

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

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

1 **28.6 Shift Differential**

2 Shift differential will be paid at five percent (5%) of the employee’s regular rate of
3 pay for all hours worked between six (6:00) p.m. and six (6:00) a.m., including
4 overtime hours.

5 **28.7 Specialty Pay**

6 A. The Employer will pay specialty pay as follows to employees assigned
7 primarily to the following responsibilities:

<u>Premium</u>	<u>Monthly Rate</u>
Academy Staff	Five percent (5%)
Armorer	Two percent (2%)
Auto Theft of the Year (FOB troopers only)	Three percent (3%)
BAC Technician	Three percent (3%)
Bomb Technician	Five percent (5%)
Canine Handler	Three percent (3%)
Canine Training Officer	Five percent (5%)
Certified Reconstructionist	Three percent (3%)
Certified Technician of the Year	Three percent (3%)
Certified Technical Specialist	Two percent (2%)
Command Pilot	Fifteen percent (15%)
Detective	Three percent (3%)
Executive Protection Unit	Ten percent (10%)
Drug Recognition Expert (DRE)	Two percent (2%)
Motorcycle Officers	Four percent (4%)
Multi Engine Pilot	Ten percent (10%)
Single Engine Pilot	Five percent (5%)
SWAT Member	Three percent (3%)
Trooper of the Year	Three percent (3%)

8 B. In addition to the specialty pay listed above, the Detective of the Year will
9 receive a one-time lump sum payment of two hundred dollars (\$200).

- 1 C. The above percentages will be based upon the employee's base rate of pay.
- 2 D. Except as provided below, employees may hold up to two (2) full-time
3 percentage specialty assignments.
- 4 E. An employee is limited to holding one (1) full-time percentage specialty
5 assignment if the monthly rate for such assignment is ten percent (10%) or
6 above.
- 7 F. Subsection 28.7 D above shall not preclude any employee from receiving
8 one (1) or more lump sum payments in addition to his/her percentage
9 specialty payments.
- 10 G. Employees assigned to SWAT shall receive an additional 5% for all hours
11 while assigned to a SWAT mission.

12
13 **28.8 Field Training Officer (FTO)**

14 Troopers assigned as a FTO will be compensated an additional ten percent (10%)
15 of their regular rate of pay for all hours worked as a FTO. Sergeants will be
16 compensated an additional ~~ten~~five percent (10%) of their regular rate of pay for all
17 hours worked as a FTO supervisor.

18 **28.9 Geographic Assignment Pay**

19 A. The Employer will pay employees assigned to the following positions an
20 additional seven percent (7%) of their base rate of pay:

<u>District</u>	<u>Detachment</u>	<u>Location</u>	<u>Position #</u>
8	Port Angeles	Forks	6629
8	Port Angeles	Forks	6633
7	Burlington	Newhalem	6571
4	Colville	Republic	6911

21 B. In recognition of the fact that the higher cost of living impacts the ability to
22 recruit and/or retain employees and impairs the effective operation of the

1 Agency, the Employer will pay employees in positions located in King,
2 Pierce or Snohomish Counties the following additional percentage applied
3 to the employee's base rate of pay:

<u>County</u>	<u>Percent of base rate</u>
King	Ten percent (10%)
Pierce	Three percent (3%)
Snohomish	Five percent (5%)

4 **28.10 Employee-In-Charge Compensation**

5 A. To be compensated for temporarily assuming the duties of a supervisory
6 position, the supervisor must be gone for forty (40) or more consecutive
7 hours. If more than one (1) employee is appointed to work in the
8 supervisor's position, each employee will be compensated for the actual
9 time worked, provided each employee has worked at least eight (8)
10 consecutive non-overtime hours in the position.

11 B. Employees will not be compensated at the higher level for time not worked
12 while on any paid leave or while attending court in overtime status. If a
13 holiday occurs during the appointed time period that qualifies for in-charge
14 pay, the employee will be compensated as stated above and will be eligible
15 for holiday credits in accordance with [Article 13](#), Holidays.

16 C. Compensation for troopers assuming the duties of a sergeant in accordance
17 with this Section will be an additional fifteen percent (15%) of the trooper's
18 regular rate of pay. Compensation for sergeants assuming the duties of a
19 lieutenant in accordance with this Section will be an additional seventeen
20 and three-tenths percent (17.3%) of the sergeant's regular rate of pay.

21 **28.11 Salary upon Promotion**

22 Employees who are promoted will be compensated at the higher level based on
23 their longevity as a commissioned employee and education incentive pay.

1 **28.12 Clothing Allowances**

2 A. Upon selection as a detective, and annually thereafter on the anniversary
3 date of selection, detectives will receive a clothing allowance of one
4 thousand dollars (\$1,000).

5 B. Upon appointment to a polygrapher position, and annually thereafter on the
6 anniversary date of selection, polygraphers will receive a clothing
7 allowance of one thousand dollars (\$1,000). Polygraphers are required to
8 achieve and maintain certification as a polygrapher.

9 B. Upon selection for the Executive Protection Unit (EPU), and annually
10 thereafter on the anniversary date of selection, employees will receive a
11 clothing allowance of one thousand five hundred dollars (\$1,500).

12 **28.13 Parking**

13 The Department of Enterprise Services will manage parking on the Capitol Campus
14 in accordance with [RCW 46.08.172](#). The Employer will pay all applicable fees for
15 parking of Agency-issued vehicles for employees assigned to the Helen Sommers
16 Building and/or the Capitol Campus.

17 **28.14 Re-Commissioned Officers**

18 Upon returning to employment with the WSP, a commissioned officer will be paid
19 at the same salary range and step as when the officer left employment with the
20 WSP. The officer will serve a one year probation period. The returning officer's
21 seniority will be determined in accord with [Article 8](#).

22 **28.15 Temporary Assignments**

23 An officer shall receive the specialty pay under [Section 28.7](#) and the geographic
24 assignment pay under [Section 28.9](#) to which the officer is entitled by their
25 permanent assignment, even when that officer is on temporary assignment in a
26 different position or geographic location, including administrative reassignment.

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
WSPTA 2025-2027 Negotiations
July 30, 2024
Page 7 of 7

1 **28.16 Rapid Deployment Force**

2 Employees assigned to the Rapid Deployment Force (RDF) will be compensated
3 an additional 5% for all hours deployed with RDF.

4

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/ 7/30/2024

/s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 29
TERMS, AMENDMENTS, AND MODIFICATION OF THE AGREEMENT

29.1 Effective Dates

All provisions of this Agreement shall become effective July 1, 202~~5~~³, and will remain in full force and effect through June 30, 202~~7~~⁵, subject to the language of [Article 28.1](#).

29.2 Application

The terms and conditions of this Agreement shall apply prospectively. This Agreement may be reopened at any time during its effective term only by mutual consent of both parties. Any and all requests for negotiations on mid-term changes shall be in writing and shall specify items proposed for consideration.

29.3 Supplemental Agreements and Memoranda of Understanding (MOU)

The authority to negotiate supplemental agreements or MOUs rests within the OFM State Human Resources Labor Relations Section (LRS). In the event the LRS delegates the authority to negotiate supplemental agreements or MOUs to the Chief of the State Patrol or designee during the term of this Agreement, the following will apply:

- A. All supplemental agreements or MOUs will be considered tentative agreements until approved by the LRS; and
- B. No supplemental agreements or MOUs may be entered into which conflict with the Agreement without the approval of the LRS.

29.4 Successor Negotiations

Either party may request negotiation of a successor Agreement. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties. This Agreement shall remain in full force and effect during the negotiations for any successor Agreement, but shall remain in effect for no more than a total of three (3) years.

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
WSPTA 2025-2027 Negotiations
July 30, 2024
Page 2 of 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/ 7/30/2024

/s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

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ARTICLE 30
SAFETY AND HEALTH

~~30.1 — COVID-19 Vaccination Incentive~~

~~A. — Employees who choose to voluntarily provide their employer with proof of up to date COVID-19 vaccination, which must include any boosters recommended by the CDC at the time proof is provided to the employer, between January 1, 2023 and December 31, 2023, shall receive a \$1,000 one-time lump sum payment. Payments will begin July 1, 2023. Employees will receive the lump sum payment only once during their employment with the State.~~

~~The lump sum will be reflected in the employee’s paycheck subject to all state and federal withholdings and be provided as soon as practicable based on WSP’s Human Resources and/or payroll processes.~~

~~B. — The parties to this collective bargaining agreement expressly agree that there is ongoing litigation between the parties (PERC, Arbitration, Court action) as a result of Proclamation 21-14.1 and its implementation. The parties preserve all arguments in the current pending litigation and PERC cases between the parties regarding these issues. Section A is subject to re-opening based upon final adjudication of such litigation (e.g., PERC, Arbitration, Court action) between the parties to this collective bargaining agreement or by agreement of 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/ 7/30/2024

 /s/ 7/30/2024

Lane Hatfield, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Spike Unruh, President
Washington State Patrol Troopers
Association

TENTATIVE AGREEMENT ONLY.
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ARTICLE X

2

HEALTH CARE BENEFITS AMOUNTS

3

X.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.

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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:

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1. In ways to support value-based benefits designs; and

14

2. To comply with or manage the impacts of federal mandates.

15

C. Value-based benefits designs will:

16

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

17

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2. Use clinical evidence; and

19

3. Be the decision of the PEBB.

20

~~D.~~ Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

21

X.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

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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 **X.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 **X.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 **X.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

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1 2025-2027 budget. 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

