

1 **UNOPENED ARTICLES – TENTATIVE AGREEMENT**

2 The parties agree that neither side has opened the following Articles during Protec17 2025-  
3 2027 contract negotiations. As such they will remain current contract language and are  
4 considered tentative agreements.

5 Article 1 – Union Recognition

6 Article 2 – Non-Discrimination

7 Article 5 – Performance Evaluations

8 Article 8 – Training and Employee Development

9 Article 9 – Developmental Advancement

10 Article 13 – Shared Leave

11 Article 14 – FMLA, Pregnancy Disability Leave, and WA Paid Family Medical Leave

12 Article 17 – Disaster Services – Volunteer Leave

13 Article 18 – Uniform Services Shared Leave Pool

14 Article 19 – Leave Without Pay

15 Article 21 – Uniform, Tools, and Equipment

16 Article 26 – Agency Policies

17 Article 27 – Personnel Files

18 Article 28 – Privacy and Off-duty Conduct

19 Article 30 – Presumption of Resignation

20 Article 31 – Union Activities

21 Article 32 – Grievance Procedure

22 Article 33 – Employee Assistance Program

23 Article 35 – Seniority

24 Article 37 – Management Rights

25 Article 41 – Classification

26 Article 44 – Strikes

27 Article 45 – WSP Communication Officer Temporary Reassignment

28 Article 47 – Entire Agreement

29 Article 48 – Savings Clause

30 Article 49 – Printing/Posting of Agreement

31

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **PREAMBLE**

2 This Agreement is entered into by the State of Washington, referred to as the “Employer,”  
3 and the Professional and Technical Employees, Local 17, referred to as the “Union.”

4 It is agreed by the parties that it is in their best interest to establish employment relations  
5 based on mutual respect and cooperation, provide for fair treatment to all employees,  
6 promote efficient and cost-effective service delivery to the customers and citizens of the  
7 State of Washington, improve the performance results of state government, recognize the  
8 value of employees and the work they perform, specify wages, hours, and other terms and  
9 conditions of employment, and provide methods for prompt resolution of differences.

10 The Preamble is not subject to the grievance procedure in [Article 32](#).

11 Furthermore, parties are committed to developing and maintaining a high performing  
12 public workforce that provides access, meaningful services, and improved outcomes for all  
13 Washingtonians. The ever-increasing diversity of our population and workforce defines  
14 who we are as a people and drives the public’s expectations of us as public service  
15 employees. An important goal is to build work environments that are respectful, supportive,  
16 and inclusive to everyone. Promoting diversity, equity, and inclusion furthers an  
17 environment of honesty, which can only occur when individuals feel safe speaking openly  
18 and with confidence that co-workers and leadership will hear and consider diverse  
19 contributions, opinions, and ideas.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 04/25/2024

/s/ 04/25/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

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**ARTICLE 3**  
**WORKPLACE BEHAVIOR**

3 3.1 The Employer and the Union agree that all employees ~~should~~will work in an  
4 environment that fosters mutual respect, diversity, equity, and  
5 inclusion~~professionalism~~. The parties agree that inappropriate behavior in the  
6 workplace does not further an agency's business needs, employee well-being, or  
7 productivity. All employees are responsible for contributing to such an  
8 environment and are expected to treat others with courtesy, dignity, and respect.

9 3.2 Inappropriate workplace behavior by employees, supervisors and/or managers will  
10 not be tolerated. If an employee believes they have been subjected to inappropriate  
11 behavior the employee is encouraged to report this behavior to the employee's  
12 supervisor or the Human Resources Office. The Employer will look into the  
13 reported behavior and take appropriate action as necessary. The employee will be  
14 notified whether or not a violation occurred.

15 3.3 Grievances related to this Article may be processed through the agency head or  
16 designee level only and are not subject to a pre-arbitration review meeting (PARM),  
17 mediation or arbitration.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 4/25/2024

/s/ 4/25/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

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**ARTICLE 4**  
**HIRING AND APPOINTMENTS**

**4.1 Filling Positions**

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

**4.2** An agency’s internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 36](#), Layoff and Recall, of this Agreement and are confined to each individual agency.

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

**4.4** A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

**4.5** A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.

**4.6** A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.

**4.7 Permanent Status**

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

1    **4.8    Recruitment and Application Process for Permanent Positions**

2           Agencies will determine the recruitment process that will be utilized to fill  
3           positions. When recruiting for bargaining unit positions, the recruitment  
4           announcement will be posted for a minimum of seven (7) calendar days.  
5           Recruitment announcements posted on the State of Washington’s primary  
6           recruitment website will include the minimum job requirements.

7    **4.9    Types of Appointment**

8           A.    Permanent

9           When filling a vacant position with a permanent appointment, candidates  
10          will be certified for further consideration in the following manner:

11          1.    The most senior candidate on the agency’s internal layoff list with  
12               the required skills and abilities who has indicated an appropriate  
13               geographic availability will be appointed to the position.

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

26          3.    Employees in the General Government Transition Pool Program  
27               who have the skills and abilities to perform the duties of the vacant

1 position may be considered along with all other candidates who have  
2 the skills and abilities to perform the duties of the position.

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

6 5. When recruiting for multiple positions, the agency may add an  
7 additional five (5) agency candidates and five (5) other candidates  
8 to the certified list for each additional position.

9 B. Non-Permanent

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

17 2. The Employer may convert a non-permanent appointment to a  
18 permanent appointment when the non-permanent employee is in an  
19 entry-level position. The Department of Transportation (DOT) may  
20 also convert Transportation Technician 2s and Transportation  
21 Planning Technician 2s. The Department of Licensing (DOL) may  
22 convert LSR2s, provided there are no eligible bid transfer candidates  
23 for the position. The converted employee will serve a probationary  
24 or trial service period. The Employer must follow Section 4.11,  
25 DOL and Washington State Patrol (WSP) Transfers, or appoint an  
26 internal layoff candidate, if one exists, before converting an  
27 employee from a non-permanent appointment to a permanent  
28 appointment. Time spent in a non-permanent appointment may

1 count towards the probationary or trial service period for a  
2 permanent position within the same job classification.

3 3. A permanent employee that accepts a non-permanent appointment  
4 within their agency will have the right to return to a position in the  
5 permanent classification they left at the completion of the non-  
6 permanent appointment; provided that the employee has not left  
7 their original, non-permanent appointment.

8 4. An employee with permanent status may accept a non-permanent  
9 appointment to another agency. At least fourteen (14) calendar days'  
10 prior to accepting the appointment, the employee must notify the  
11 current Appointing Authority of the intent to accept a non-  
12 permanent appointment. Upon notification of the employee's intent,  
13 the employee's permanent agency will notify the employee, in  
14 writing, of any return rights to the agency and the duration of those  
15 return rights. At a minimum, the agency must provide the employee  
16 access to the agency's internal layoff list.

17 5. The Employer may end a non-permanent appointment at any time  
18 by giving one (1) working day's notice to the employee. If an  
19 employee is terminated for misconduct and the misconduct for  
20 which the employee is terminated is documented in the personnel  
21 file, just cause will apply.

22 C. On-Call Employment

23 The Employer may fill a position with an on-call appointment where the  
24 work is intermittent in nature, is sporadic and it does not fit a particular  
25 pattern. The Employer may end on-call employment at any time by giving  
26 one (1) working day's notice to the employee. On-call employees may  
27 schedule annual leave. On-call employees may use accrued sick leave when  
28 they are scheduled to work.

1           D.     In-Training Employment

2                   1.     The Employer may designate specific positions, groups of positions,  
3                             or all positions in a job classification or series as in-training. The  
4                             Employer will document the training program, including a  
5                             description and length of the program. The Employer will discuss a  
6                             proposed in-training series at a Labor/Management Communication  
7                             Committee meeting prior to implementation.

8                   2.     A candidate who is initially hired into an in-training position must  
9                             successfully complete the job requirements of the appointment. The  
10                            Employer may separate from state service, any employee who has  
11                            completed the probationary period for an in-training appointment  
12                            but does not successfully complete the subsequent trial service  
13                            periods required by the in-training program. Employees who are not  
14                            successful may be separated at any time with one (1) working day's  
15                            notice from the Employer.

16                  3.     An employee with permanent status who accepts an in-training  
17                             appointment will serve a trial service period or periods, depending  
18                             on the requirements of the in-training program. The Employer may  
19                             revert an employee who does not successfully complete the trial  
20                             service period or periods at any time with one (1) working day's  
21                             notice. The employee's reversion right will be to the job  
22                             classification that the employee held permanent status in prior to  
23                             their in-training appointment, in accordance with [Subsections](#)  
24                             [4.12\(B\)\(3\)](#) and [4.12\(B\)\(4\)](#) of this Article.

25                  4.     A trial service period may be required for each level of the in-  
26                             training appointment, or the entire in-training appointment may be  
27                             designated as the trial service period. The Employer will determine



1 the length of the trial service period or periods to be served by an  
2 employee in an in-training appointment.

3 5. If a trial service period is required for each level of the in-training  
4 appointment, the employee will attain permanent status upon  
5 successful completion of the training program at each level. Nothing  
6 in this section precludes the employee from requesting a reduction  
7 in the time served in the in-training plan at each level, as long as the  
8 employee satisfies all the requirements at that level.

9 6. If the entire in-training program—meaning all levels within the in-  
10 training appointment—is designated as a trial service period, the  
11 employee will attain permanent status upon successful completion  
12 of the training requirements for the entire in-training program.  
13 Nothing in this section precludes the employee from requesting a  
14 reduction in the time served in the in-training plan at each level, as  
15 long as the employee satisfies all the requirements at that level.

16 E. Project Employment

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

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

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

- 1 a. Promote to another job classification within the project; or
- 2 b. Transfer or voluntarily demote within the project to another
- 3 job classification in which they have not attained permanent
- 4 status.
- 5 3. The Employer may consider project employees with permanent
- 6 project status for transfer, voluntary demotion, or promotion to non-
- 7 project positions. Employees will serve a trial service period upon
- 8 transfer, voluntary demotion, or promotion to a non-project position
- 9 in a job classification that the employees have not previously
- 10 attained permanent status in.
- 11 4. When the Employer converts a project appointment into a
- 12 permanent appointment, the employee will serve a probationary or
- 13 trial service period.
- 14 5. The layoff and recall rights of project employees will be in
- 15 accordance with the provisions in [Article 36](#), Layoff and Recall.

16 F. Seasonal Career Employment

- 17 1. The Employer may make seasonal career appointments that are
- 18 cyclical in nature, recur at the same agency at approximately the
- 19 same time each year, and last for a minimum of five (5) months but
- 20 are less than twelve (12) months in duration during any consecutive
- 21 twelve (12) month period.
- 22 2. Upon completion of a twelve (12) month probationary period
- 23 completed in consecutive seasons at the same agency, employees in
- 24 seasonal career employment will assume the rights of employees
- 25 with permanent status.

1 3. The layoff and recall rights of seasonal career employees will be in  
2 accordance with the provisions in Article 36, Layoff and Recall.

3 G. The designation of a position as non-permanent, on-call, in-training or  
4 project, or the termination of a non-permanent, on-call, in-training or  
5 project appointment is not subject to the grievance procedure in [Article 32](#)  
6 except as noted in Subsection 4.9 (B)(5).

7 **4.10 WSDOT and DOL Prorate and Fuel Tax Auditors, Transfers and Internal**  
8 **Movement**

9 Prior to certifying candidates in Subsection 4.9 A, an Appointing Authority may  
10 grant a transfer, including hardship transfer, voluntary demotion, or elevation  
11 within an agency as long as the permanent employee has the skills and abilities to  
12 perform the duties of the position. Employees desiring a transfer, voluntary  
13 demotion or elevation will initiate a request electronically. The Employer will  
14 advise interviewees of the result.

15 Transfer candidates will be given consideration in order to mitigate the impacts of  
16 layoffs.

17 **4.11 DOL and WSP Transfers**

18 A. Department of Licensing (DOL)

19 Licensing Service Representatives 1 & 2 - This Section applies only to  
20 permanent status Licensing Service Representatives 1 & 2 at the DOL. This  
21 Section does not apply to the filling of non-permanent or project positions.

22 For purposes of this Section, seniority is defined per [Article 35](#), Seniority.

23 When a permanent full-time or part-time vacancy occurs and the Employer  
24 decides to fill the vacancy, the following process will occur:

- 1                   1.     If there are different work shifts within an office, the vacant work  
2                                 shift will be offered to the remaining staff by seniority within the  
3                                 office. Permanent part-time employees may not bid on a full-time  
4                                 work shift. However, they may apply for a full-time vacancy as a  
5                                 transfer applicant.
  
- 6                   2.     Notice of vacancies for Licensing Services Representative (LSR) or  
7                                 Enhanced Driver License Licensing Services Representative (EDL  
8                                 LSR) positions will be posted as follows:
  - 9                                 a.     For LSR positions, the notice for the vacancy with location,  
10   days, office hours and the cut-off date for application is  
11   electronically posted statewide. Applicants responding are  
12   accepting the location, days, and office hours posted.
  
  - 13                                 b.     For EDL LSR positions, the notice for the EDL LSR  
14   vacancy with location, days, office hours and the cut-off date  
15   for application is electronically posted statewide to current  
16   EDL LSRs and candidates in the EDL LSR pool. Applicants  
17   responding are accepting the location, days, and office hours  
18   posted.
  
- 19                   3.     The office supervisor of the vacant position is given the names of  
20                                 the five (5) most senior transfer applicants unless one of the  
21                                 following conditions exists:
  - 22                                 a.     The applicant is still in probationary service status; or
  
  - 23                                 b.     The applicant has been in Leave Without Pay (LWOP) status  
24   within three (3) months of the transfer request, except for  
25   authorized LWOP that has been taken in accordance with  
26   [Article 14](#), Family and Medical Leave, [Article 31](#), Union  
27   Activities, [Article 39](#), Labor/Management Communication

- 1 Committee, Military Leave, Domestic Violence Leave,  
2 Workers' Compensation, Volunteer Firefighting Leave,  
3 Military Family Leave, Child and Elder Care Emergencies,  
4 Reducing the Effects of a Layoff, pre-approved LWOP; or
- 5 c. The applicant has been reprimanded or has been under a  
6 work plan within three (3) months of the transfer request; or
- 7 d. The applicant has had other disciplinary action within the  
8 last six (6) months; or
- 9 e. The applicant does not possess the skills and abilities to  
10 perform the essential functions of the job; or
- 11 f. The applicant has already accepted a transfer once within the  
12 twelve (12) month period prior to the date the vacancy is  
13 advertised unless approved by management as an exception  
14 on a case-by-case basis; or
- 15 g. Appointment of the applicant would result in a violation of  
16 agency policy PER.13C (Employment of Related Persons);  
17 or
- 18 h. Other conditions as agreed to by the Administrator and the  
19 Staff Representative, including requests for hardship  
20 transfer.
- 21 4. If there are only two (2) eligible transfer candidates available for a  
22 position, the office supervisor may request a certification of  
23 candidates per [Section 4.9](#). The transfer candidates will be  
24 considered along with all other candidates. The office supervisor of  
25 the vacant position will consider the eligible applicants, selecting  
26 the most qualified for the vacancy. If the transfer candidates are not  
27 selected, they will be notified of their non-selection.

1                   5.     If there are no eligible transfer candidates available for a position,  
2                             the Appointing Authority, in consultation with the office supervisor  
3                             and District Manager of the vacant position, may grant an  
4                             administrative transfer, voluntary demotion, or elevation as long as  
5                             the permanent employee has the skills and abilities to perform the  
6                             duties of the position.

7            B.     Washington State Patrol (WSP) – Methods of Requesting a Transfer

8                   1.     WSP – Communications Officers or Communications Officer  
9                             Assistants:

10                             a.     Employees desiring to transfer will initiate a request using  
11                                     the agency’s electronic system for doing so. If more than one  
12                                     (1) employee requests a transfer to the same location, the  
13                                     request with the earliest submission date will receive first  
14                                     consideration. If two (2) or more employees have the same  
15                                     submission date for transfer, the position will be given to the  
16                                     employee with the longest most recent period of unbroken  
17                                     service in the classification. Employee requests to transfer  
18                                     will be honored prior to the filling of any position.

19                             b.     In the event a vacancy occurs and there are no transfer  
20                                     candidates for the location in question, advertisement of the  
21                                     vacancy will be made in the Daily Bulletin and posted at all  
22                                     twenty-four (24) hour facilities. Employees will be given a  
23                                     minimum of three (3) calendar days to submit a written  
24                                     transfer request. Appointment will be made from among the  
25                                     three (3) candidates with the longest most recent period of  
26                                     unbroken service in the classification. Supervisors will  
27                                     attempt to contact any employee who is on any form of leave  
28                                     with the information of the advertised vacancy.



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c. VIN Officers:

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When a vacancy occurs, it will be advertised to all eligible employees via the Daily Bulletin and posting at twenty-four (24) hour facilities (where applicable). Employees will be given a minimum of ten (10) calendar days to submit a written transfer request. Appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service with the classification. Supervisors will attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.

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3. WSP – Guidelines on Transfers for All Employees:

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Employees who have a hardship may request a hardship transfer. Before such transfers are granted, the department must determine an actual hardship exists. When such transfers are granted, the department will advise those on the regular transfer list that another employee has been selected due to a hardship.

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WSP employees will not be allowed to transfer if one of the following conditions is present:

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b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#), Labor/Management Communication Committee, Military Leave, Domestic Violence Leave, Workers' Compensation, Volunteer Firefighting Leave,

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- 1 Military Family Leave, Child and Elder Care Emergencies,  
2 Reducing the Effects of a Layoff, pre-approved LWOP; or
- 3 c. The applicant has been reprimanded or has been under a  
4 work plan within three (3) months of the transfer request; or
- 5 d. The applicant has had other disciplinary action within the  
6 last six (6) months; or
- 7 e. The applicant does not possess the skills and abilities to  
8 perform the essential functions of the job; or
- 9 f. The applicant has already accepted a transfer once within the  
10 twelve (12) month period prior to the date the vacancy is  
11 advertised unless approved by management as an exception  
12 on a case-by-case basis; or
- 13 g. Appointment of the applicant would result in a violation of  
14 agency policy; or
- 15 h. Other conditions as stated below or agreed to by the Division  
16 Commander and the Staff Representative.
- 17 4. Other Guidelines for Transfers:
- 18 a. The Chief or designee will have the final approval on all  
19 transfer requests.
- 20 b. Only if there are no eligible transfer candidates interested in  
21 a position that has been advertised in the Daily Bulletin, the  
22 Appointing Authority may grant an administrative transfer,  
23 voluntary demotion, or elevation as long as the permanent  
24 employee has the skills and abilities to perform the duties of  
25 the position.

1                   5.       Acceptance or Rejection of Transfer or Promotion:

2                                   An employee will have a maximum of twenty-four (24) hours to  
3                                   accept or reject an offer. Extensions may be granted on a case-by-  
4                                   case basis.

5                   6.       Promotional Testing (CVEO2):

6                                   On a bi-annual or as needed basis, eligible CVEOs will be allowed  
7                                   to test for promotional opportunities. Upon request to WSP Human  
8                                   Resources Division, an employee will be advised of their test results.

9       **4.12   Review Periods**

10           A.       Probationary Period

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

14                   2.       The Employer may separate a probationary employee at any time  
15                                   during the probationary period, and such separation will not be  
16                                   subject to the grievance procedure in [Article 32](#). The Employer will  
17                                   provide the employee five (5) working days' written notice prior to  
18                                   the effective date of the separation. If the Employer fails to provide  
19                                   five (5) working days' notice, the separation will stand and the  
20                                   employee will be entitled to payment of salary for up to five (5)  
21                                   working days, which the employee would have worked had notice  
22                                   been given.

23                   3.       The Employer will extend an employee's probationary period, on a  
24                                   day-for-a-day basis, for any day(s) that the employee is on leave  
25                                   without pay or shared leave, except for leave taken for military  
26                                   service. An employee's probationary period will not be extended

1                                    due to time spent on temporary layoff unless there is mutual  
2                                    agreement between the Employer and the employee.

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

10                                   5.        If the Employer converts the status of a non-permanent appointment  
11                                   to a permanent appointment, the incumbent employee will serve a  
12                                   probationary period. However, the Employer may credit time  
13                                   worked in the non-permanent appointment toward completion of the  
14                                   twelve (12) month probationary period

15                                   B.        Trial Service Period

16                                   1.        Except for those employees in an in-training appointment, all other  
17                                   employees with permanent status who are promoted, or who  
18                                   voluntarily accept a transfer or demotion into a job classification for  
19                                   which they have not previously attained permanent status, will serve  
20                                   a trial service period of twelve (12) consecutive months. The  
21                                   appointment letter will indicate the length of the trial service period.  
22                                   The Employer may reduce the trial service period to no less than six  
23                                   (6) consecutive months.

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

1 will not be extended due to time spent on temporary layoff unless  
2 there is mutual agreement between the Employer and the employee.

3 3. Any employee serving a trial service period may voluntarily revert  
4 to their former position within fifteen (15) days of the appointment,  
5 provided that the position has not been filled, abolished or an offer  
6 has not been made to an applicant.

7 An employee serving a trial service period may voluntarily revert at  
8 any time to a funded permanent position in the same classification  
9 as determined by the Employer that is:

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

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

14 The reversion option, if any, will use the order listed above, with the  
15 Employer determining the position the employee may revert to. The  
16 employee must have the skills and abilities required for the position.  
17 The reversion option will be within a reasonable commuting  
18 distance for the employee.

19 4. With prior written notice by the Employer, an employee who does  
20 not successfully complete their trial service period may be offered  
21 an opportunity to revert to a position in the same agency, that is:

22 a. Vacant or filled by a non-permanent employee and is within  
23 the trial service employee's previously held job  
24 classification; or

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

1 In either case, the employee being reverted must have the skills and  
2 abilities required for the vacant position.

3 5. Any unsuccessful employee who has no reversion options may  
4 request that their name be placed on the agency’s internal layoff list  
5 and into the General Government Transition Pool Program for  
6 positions in job classifications where they had previously attained  
7 permanent status.

8 6. The reversion of employees who are unsuccessful during their trial  
9 service period is not subject to the grievance procedure in [Article](#)  
10 [32](#). An employee who is separated during their trial service period  
11 may request a review of the separation by the Director or Secretary  
12 of the agency or designee within twenty-one (21) calendar days from  
13 the effective date of the separation.

14 **4.13 Return-to-Work Initiative Program**

15 Benefits under this program will be applied in accordance with [WAC 357-19-525](#)  
16 through [WAC 357-19-535](#).

17 **4.14 Interviews – WSDOT Only**

18 The Employer will offer at least four (4) internal candidates, if available, the  
19 opportunity to interview for permanent positions, in accordance with [Article](#)  
20 [4.9\(A\)\(2\)](#). Candidates who have been interviewed will be advised of the result.

21 **4.15 Background Checks—Enhanced Drivers License LSRs**

22 All applicants for EDL LSR position will be subject to a background check, which  
23 will consist of a fingerprint-based FBI criminal history background check, a  
24 validation of references (if employed by DOL for less than five [5] years), and a  
25 verification of U.S. citizenship. The failure of a background check shall not be  
26 subject to the grievance procedure.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

  /s/  5/07/2024

  /s/  5/07/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 6**  
2 **HOURS OF WORK**

3 **6.1 Definitions**

4 A. Engineering Employees

5 Overtime-eligible employees who work in positions in the Engineering  
6 Services and Engineering Technician bargaining units.

7 B. Full-time Employees

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

10 C. Overtime-Eligible Position

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

14 D. Overtime-Exempt Position

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

18 E. Part-time Employees

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

21 F. Shift Employees

22 Overtime-eligible employees who work in positions that normally require  
23 shift coverage for more than one (1) work shift.

1 G. Workday

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

4 H. Work Schedules

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

8 I. Work Shift

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

10 J. Workweek

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

17 K. Telework

18 Telework is the practice of performing required job functions at an alternate  
19 work location that would normally be performed at the employee's official  
20 duty station. An approved telework agreement will outline the details of the  
21 telework expectations. [Additional information about telework can be found](#)  
22 [in section 6.14 of this Agreement.](#)



1     **6.2     Determination**

2                     Per federal and state law, the Employer will determine whether a position  
3                     is overtime-eligible or overtime-exempt. In addition, the Employer will  
4                     determine if an overtime-eligible position is a shift position or an  
5                     engineering position.

6     **6.3     Overtime-Eligible Employees (Excluding Engineering Positions)**

7             A.     Regular Work Schedules

8                     The regular work schedule for overtime-eligible employees will not be more  
9                     than forty (40) hours in a workweek, with starting and ending times as  
10                    determined by the requirements of the position and the Employer. The  
11                    regular work schedule will include two (2) consecutive scheduled days off,  
12                    except as required by operational necessity or as modified in this Article.  
13                    Upon appointment the Employer will notify each employee in writing of  
14                    their workweek, work shift and work schedule.

15            B.     When adjusting a Licensing Service Representative’s (LSR) work schedule  
16                    under this section, the Employer will consider an employee’s preference as  
17                    long as the agency can meet the business and customer needs and without  
18                    causing an additional cost to the agency.

19            C.     Daily Work Shift Adjustment

20                    The Employer may adjust the regular work schedule with prior notice to the  
21                    employee in accordance with [Article 7](#), Overtime, [Subsections 7.4](#) A-C.

22                    If the Employer extends an overtime-eligible employee’s daily work shift,  
23                    the Employer will not adjust another work shift or the employee’s work  
24                    schedule to avoid the payment of overtime or accrual of compensatory time.

25                    This provision will not apply:

1                   1.       When an employee requests to adjust their hours within the work  
2    shift and works no more than forty (40) hours within the workweek.

3           D.       Alternate Work Schedules

4                   Workweeks and work shifts of different numbers of hours may be  
5                   established for overtime-eligible employees by the Employer in order to  
6                   meet business and customer service needs, as long as the alternate work  
7                   schedules meet federal and state laws. When there is a holiday, employees  
8                   may be required to switch from their alternate work schedules to regular  
9                   work schedules. The Employer will consider the employees' health and  
10                  welfare as well as the operational needs of the Employer to assure that safe,  
11                  effective services are provided.

12          E.       WSP Workweek Defined - Overtime-Eligible Shift Employees

13                  For the purpose of this Agreement, the workweek is defined as continuous  
14                  five (5) work-days-per-week shifts which rotate each twenty-eight (28)  
15                  calendar days to a different schedule of regular days and hours per week.  
16                  The rotation involves extended or shortened time off between the ending  
17                  shift of one schedule and the beginning shift of the next, but does not require  
18                  more than eight (8) hours work in any one (1) twenty-four (24) hour period  
19                  within a schedule or more than fifty-two (52) forty (40) hour workweeks  
20                  per year.

21                  Washington State Patrol (WSP) employees will not be expected to report to  
22                  work with less than ten (10) hours between shifts, except in extreme  
23                  emergencies.

24          F.       Temporary Schedule Changes

25                  Employees' workweeks and/or work schedules may be temporarily changed  
26                  with prior notice from the Employer. The notice will state the duration of  
27                  the change. A temporary schedule change is defined as a change lasting

1 thirty (30) calendar days or less. Overtime-eligible employees will receive  
2 five (5) calendar days' written notice of any temporary schedule change.  
3 The day that notification is given is considered the first day of notice.  
4 Adjustments in the hours of work of daily work shifts during a workweek  
5 do not constitute a temporary schedule change.

6 If the Employer makes a temporary change to the permanent work schedule  
7 of an overtime-eligible employee without giving at least five (5) days'  
8 notice of the change, employees will be paid for all time worked outside the  
9 scheduled hours or days at one and one-half (1 1/2) times their base rate for  
10 the duration of the notice period.

11 G. Permanent Schedule Changes

12 Employees' workweeks and work schedules may be permanently changed  
13 with prior notice from the Employer. Overtime-eligible employees will  
14 receive seven (7) calendar days' written notice of a permanent schedule  
15 change. The day notification is given is considered the first day of notice.  
16 Adjustments in the hours of work of daily work shifts during a workweek  
17 do not constitute a permanent schedule change.

18 If the Employer changes the permanent work schedule of an overtime-  
19 eligible employee without giving at least seven (7) days' notice of the  
20 change, employees will be paid for all time worked outside the scheduled  
21 hours or days at one and one-half (1 1/2) times their base rate for the  
22 duration of the notice period.

23 H. When changes in overtime-eligible employees' assigned hours or days are  
24 made without proper notice, employees may work their scheduled hours or  
25 days unless the Employer deems the employees are unable to perform  
26 satisfactorily as a result of excessive hours or the work that normally would  
27 have been performed within the scheduled hours or days cannot be  
28 performed. The Employer is not obligated to pay for those scheduled hours

1 or days unless the employee is on paid leave. Overtime pay and shift or  
2 schedule change penalty pay will not be paid for the same incident.

3 I. Emergency Schedule Changes

4 The Employer may adjust an overtime-eligible employee's workweek and  
5 work schedule without prior notice in emergencies, for highway snow, ice  
6 or avalanche removal, or extraordinary unforeseen operational needs.

7 J. Employee-Requested Schedule Changes

8 Overtime-eligible employees' workweeks and work schedules may be  
9 changed at the employee's request and with the Employer's approval.  
10 Requests will not be denied provided the Employer's business and customer  
11 service needs are met and no overtime expense is incurred. An employee  
12 may elect to waive shift premium.

13 K. Notice to Employees of Overnight Travel Status

14 Employees required to be in travel status overnight will be given seven  
15 calendar (7) days' notice of the travel requirement. If the Employer requires  
16 overnight travel of an overtime-eligible employee without giving at least  
17 seven (7) days' notice, employees will be paid one and one-half (1 1/2)  
18 times their base rate for the duration of the notice period not to exceed eight  
19 (8) hours.

20 **6.4 Overtime-Eligible Engineering Employee Work Schedules**

21 A. Regular Work Schedules

22 The regular work schedule for overtime-eligible engineering employees  
23 will not be more than forty (40) hours in a workweek, with starting and  
24 ending times as determined by the requirements of the position and the  
25 Employer. The regular work schedule will include two (2) consecutive

1 scheduled days off, except as required by operational necessity or as  
2 modified in this Article. The Employer may adjust the regular work  
3 schedule with prior notice. Upon appointment the Employer will notify each  
4 employee in writing of their workweek, work shift and work schedule.

5 B. Alternate Work Schedules

6 Workweeks and work shifts of different numbers of hours may be  
7 established for overtime-eligible engineering employees by the Employer  
8 in order to meet business and customer service needs, as long as the  
9 alternate work schedules meet federal and state laws. When there is a  
10 holiday, employees may be required to switch from their alternate work  
11 schedules to regular work schedules. The Employer will consider the  
12 employees' health and welfare as well as the operational needs of the  
13 Employer to assure that safe, effective services are provided.

14 C. Temporary Schedule Changes

15 Employees' workweeks and/or work schedules may be temporarily changed  
16 with prior notice from the Employer. The notice will state the duration of  
17 the change. A temporary schedule change is defined as a change lasting  
18 thirty (30) calendar days or less. The day that notification is given is  
19 considered the first day of notice. Overtime-eligible engineering employees  
20 will receive three (3) calendar days' written notice of any temporary  
21 schedule change. Failure to provide the proper notice under this provision  
22 will result in payment at one and one-half (1 1/2) times their base rate for  
23 the duration of the notice period not to exceed eight (8) hours. This payment  
24 will not be paid for any portion of the temporary schedule change that  
25 overlaps the employee's regular work schedule and/or shift.

26 D. Permanent Schedule Changes

1 Employees' workweeks and work schedules may be permanently changed  
2 with prior notice from the Employer. Overtime-eligible engineering  
3 employees will receive seven (7) calendar days' written notice of a  
4 permanent schedule change. The day notification is given is considered the  
5 first day of notice. Failure to provide the proper notice under this provision  
6 will result in payment at one and one-half (1 1/2) times their base rate for  
7 the duration of the notice period not to exceed eight (8) hours. This payment  
8 will not be paid for any portion of the permanent schedule change that  
9 overlaps the employee's original schedule and/or shift.

10 E. When a change in an overtime-eligible engineering employee's assigned  
11 hours or shift is made on a same day basis, the employee may work their  
12 scheduled shift for that day only, unless the combined total hours would  
13 exceed sixteen (16) hours in a twenty-four (24) hour period. Overtime pay  
14 and shift or schedule change penalty pay will not be paid for the same  
15 incident.

16 F. Emergency/Unforeseen Schedule Changes

17 The Employer may adjust an overtime-eligible engineering employee's  
18 workweek, work schedule, and/or work shift without prior notice in  
19 emergencies, for highway snow, ice or avalanche removal, or unforeseen  
20 operational needs. Adjustments as prescribed in this provision will not  
21 result in penalty pay.

22 G. Employee-Requested Schedule Changes

23 Overtime-eligible engineer employees' workweeks and work schedules  
24 may be changed at the employee's request and with the Employer's  
25 approval. Requests will not be denied provided the Employer's business and  
26 customer service needs are met and no overtime expense is incurred. An  
27 employee may elect to waive shift premium. An employee-requested

1 schedule change will not constitute a permanent or temporary schedule  
2 change.

3 H. Overtime-eligible engineering employees will not be required to work in  
4 excess of sixteen (16) hours in any twenty-four (24) hour period except in  
5 extreme emergencies. After working sixteen (16) hours in a twenty-four  
6 (24) hour period (meal and rest periods notwithstanding), DOT employees  
7 will be allowed a rest period of at least eight (8) hours off. If the eight (8)  
8 hours off overlap the employee's regular shift, up to eight (8) hours of such  
9 an overlap will be a paid reassignment to home for resting purposes.

10 I. Overtime-Eligible Engineering Employees in the Statewide Travel &  
11 Collision Data and the GIS & Roadway Data Offices

12 Positions assigned to field crews in the Travel Data & Analysis and  
13 Roadway Branch in the Statewide Travel & Collision Data and the GIS &  
14 Roadway Data Offices within the Washington State Department of  
15 Transportation require conditions of employment that necessitate  
16 adjustment of hours by employees. These positions will be assigned preset  
17 schedules and task assignments, which may require attendance at certain  
18 hours, arranged in such a manner so as to be accomplished within forty (40)  
19 hours within a workweek.

20 The employees are responsible to adjust their hours and breaks when  
21 assigned to field work to best accomplish their workload within forty (40)  
22 hours within the workweek, with the exception of those hours of an  
23 emergent nature.

24 These employees continue to be covered by [Subsections 6.4](#) A-I.

25 J. When a vacancy occurs or when a new schedule is made available, current  
26 qualified ~~Northwest Region~~ Traffic Management Center (TMC) employees  
27 in the same classification may request to move into the available schedule.

1                   The Employer will consider, by current TMC seniority, the employee's  
2                   request and make every effort to grant the request as long as the agency can  
3                   meet business and customer service needs.

4           K.       Notice to Employees of Overnight Travel Status

5                   Employees required to be in travel status overnight will be given three  
6                   calendar (3) days' notice of the travel requirement. If the Employer requires  
7                   overnight travel of an overtime-eligible employee without giving at least  
8                   three (3) days' notice, employees will be paid one and one-half (1 ½) times  
9                   their base rate for the duration of the notice period not to exceed eight (8)  
10                  hours.

11   **6.5   Overtime-Eligible Unpaid Meal Periods**

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



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

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

7    **6.7    Overtime-Eligible Rest Periods**

8           The Employer and the Union agree to rest periods that vary from and supersede the  
9           rest periods required by [WAC 296-126-092](#). Employees will be allowed rest  
10          periods of fifteen (15) minutes for each one-half (1/2) shift of four (4) or more hours  
11          worked at or near the middle of each one-half (1/2) shift of four (4) or more hours.  
12          Rest periods do not require relief from duty. Where the nature of the work allows  
13          employees to take intermittent rest periods equivalent to fifteen (15) minutes for  
14          each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may  
15          not be used for late arrival or early departure from work and rest and meal periods  
16          will not be combined.

17   **6.8    Positive Time Reporting – Overtime-Eligible Employees**

18          Overtime-eligible employees will accurately report time worked in accordance with  
19          a positive time reporting process as determined by each agency using agency  
20          timesheets.

21   **6.9    Overtime-Exempt Employees**

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

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

3           B.     Overtime-exempt employees are expected to work as many hours as  
4                    necessary to accomplish their assignments or fulfill their responsibilities  
5                    and must respond to directions from management to complete work  
6                    assignments by specific deadlines. Overtime-exempt employees may be  
7                    required to work specific hours to provide services, when deemed necessary  
8                    by the Employer.

9           C.     The salary paid to overtime-exempt employees is full compensation for all  
10                   hours worked.

11          D.     Appointing authorities may approve overtime-exempt employee accrual of  
12                   exchange time for extraordinary and excessive hours worked. Exchange  
13                   time may be accrued at straight time to a maximum of eighty (80) hours.  
14                   When an employee accrues forty (40) hours of exchange time, the employee  
15                   and the Employer will develop a plan for the employee to use the accrued  
16                   exchange time in the next ninety (90) days. Employees may request to use  
17                   exchange time in lieu of sick leave and vacation leave. Exchange time has  
18                   no cash value and cannot be transferred between agencies.

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

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

25    **6.10 Clean up Time**

26           When necessary, employees will be allowed cleanup time during work hours.

1    **6.11    WSP Shift Coverage, Bidding and Assignment**

2            A.     Shift Coverage

3                    After the Employer determines shift coverage requirements, it will decide,  
4                    by each station, how shifts will be assigned.

5            B.     Shift Bidding

6                    All stations will use voting procedures described below to determine shift  
7                    bidding. A “show of interest” is defined as fifty-five percent (55%) of  
8                    affected employees submitting their interest in writing:

9                    1.     Locations Not Currently Bidding Shifts:

10                    If the station wants to adopt shift bidding, change the type of bidding  
11                    (i.e., “straight” to “block”), or wants to change the duration of bids,  
12                    a show of interest is required. Where there is a show of interest, the  
13                    Employer will conduct a vote in November. If there is no show of  
14                    interest, the station will return to rotating shifts.

15                    2.     Locations Currently Bidding Shifts:

16                    Each November, the Employer will conduct a vote to decide  
17                    whether shift bidding will continue for the following year. At the  
18                    same time, if there is a show of interest for changing the type or  
19                    duration of bids, the vote will include these options as applicable.

20                    a.     All votes require fifty-five percent (55%) consent to pass. A  
21                    non-vote or no preference vote is a “no” vote.

22                    b.     By mutual agreement between the Employer and employees  
23                    in each location, bid duration will be for three (3) months,  
24                    six (6) months.

1 c. The Employer can use up to twenty-five percent (25%) of  
2 the shifts as rotating shifts if necessary.

3 d. Vacated or newly established shifts will not be available for  
4 bidding until the next bid cycle. An employee transferring  
5 into a location utilizing a shift bidding process will be  
6 scheduled into the vacated or new shift for the remainder of  
7 the current bidding period. A newly hired employee may be  
8 scheduled into the vacated or new shift for the remainder of  
9 the current bidding period.

10 When a new shift bid is presented, the employee will bid in  
11 order based on the criteria set forth in Subsections 3 and 4  
12 below.

13 In the event of an emergency, the shift will be filled in the  
14 following order:

15 i. The most senior volunteer, determined by time in  
16 classification then time in bargaining unit; and

17 ii. The least senior employee on a shift compatible with  
18 the operational need.

19 3. Communications Officers and Communications Officer Assistants  
20 Shift Bidding:

21 a. Bidding will be by unbroken seniority in the classification,  
22 then by unbroken seniority in the bargaining unit. If two (2)  
23 or more employees have the same seniority date, ties will be  
24 broken by lot for each shift.



- 1 a. Longest continuous time with the agency;
- 2 b. Longest continuous time in state service;
- 3 c. By lot.

4 6. Vote on Fifty-Six (56) Day Shift Rotation:

5 If a station does not bid shifts, employees may vote to request an  
6 extension of the shift rotation to fifty-six (56) days. The vote will be  
7 conducted under the same guidelines in Subsection 2, above.  
8 Employees will submit the request to the immediate supervisor for  
9 discussion. If the supervisor approves the request, they will forward  
10 the request up the chain of command for approval or denial. A denial  
11 will be in writing and state the reason(s). A request may be granted  
12 on a trial basis. The Employer may discontinue its approval with  
13 thirty (30) calendar days' notice to affected employees with an  
14 explanation.

15 7. Staff Meetings for Shift Employees:

16 No employee will be required to return to work for a meeting if the  
17 employee has just worked a graveyard shift, unless the meeting  
18 takes place within one (1) hour of the end of the shift or within four  
19 (4) hours before the beginning of the next graveyard shift. The  
20 Employer will make all best efforts to schedule training for  
21 graveyard shift consistent with the above.

22 8. Multiple Shift Assignments within a Workweek:

23 No employee will be required to work all three (3) shifts (day,  
24 swing, and graveyard) during a workweek.

1    **6.12    Licensing Services Office Weekly Schedules**

2           The regular weekly schedule of all Licensing Services Offices will be either  
3           Monday through Friday or Tuesday through Saturday with a start time no earlier  
4           than 7:00 a.m. and an ending time no later than 6:00 p.m.

5    **6.13    Workplace Pregnancy Accommodations**

6           Workplace pregnancy accommodations for an employee’s pregnancy and  
7           pregnancy-related health condition, including the need to express breast milk, shall  
8           be done in accordance with [RCW 43.10.005](#).

9    **6.14    Telework Position Eligibility**

10           The parties agree that teleworking can improve employee morale, reduce climate  
11           change, and create efficiencies for both the Employer and the employee.

12           Employees who work in positions that are eligible for telework can submit a request  
13           to telework. [A request for telework, or a change in the telework status of a position](#)  
14           [will be evaluated on a case-by-case basis. All reasonable requests will be](#)  
15           [considered and approved if no operational business need exists precluding](#)  
16           [approval.](#)

17           -The Employer will document and maintain approved telework requests on an  
18           agency telework agreement. Approved telework agreements will include the  
19           following:

- 20           1.     No change in the employee’s duty station solely due to the telework  
21                    agreement;
- 22           2.     Approved telework agreements shall terminate upon transfer to a new  
23                    division or work unit;
- 24           3.     Transferring employees must submit a new request;

1           4.       Telework agreements, and any modification, will be kept on file at the  
2                       employee's primary worksite and in the employee's official personnel file.

3           The Employer may require an employee to attend meetings in person or report to  
4           the office/field on an approved telework day. The Employer will consider the  
5           employee's personal and family needs.

6           The Employer will provide the employee three (3) calendar days' notice to report  
7           to the office/field on an approved telework day unless an emergency or operational  
8           business need arises as determined by the Employer.

9           A requirement to come into the office with fewer than three (3) days' notice shall  
10           be in writing from the employee's Appointing Authority or designee.

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

- 14          1.       Articulated business needs;
- 15          2.       Articulated customer service needs;
- 16          3.       Documented performance and/or attendance concerns;
- 17          4.       Failure to comply with the terms of the telework agreement.

18          The Employer will respond to an employee's request to telework within fourteen  
19          (14) calendar days of the request. The decision to deny, modify, suspend, or  
20          terminate a telework request will be in writing and will include the reason(s) for the  
21          denial, modification, suspension, or termination.

22          The denial, modification, suspension, or termination of a telework agreement may  
23          only be processed through Step 3 of the grievance process.



1 Employees will not normally be required to telework, unless circumstances arise  
2 under [Article 15](#), Severe Inclement Weather, Natural Disaster, Disaster Leave, and  
3 Other Emergency Closures Leave.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

\_\_\_\_\_  
Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

4

5

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

3 **7.1 Definitions**

4 A. Overtime

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

- 6 1. Works in excess of forty (40) hours per workweek; or
- 7 2. Works in excess of their scheduled work shift and the employee is a  
8 shift employee; or
- 9 3. Works in excess of their scheduled work shift and the employee is  
10 an overtime-eligible engineering employee, excluding the field  
11 crews in the Travel Data & Analysis and Roadway Branch in the  
12 Statewide Travel & Collision Data and the GIS & Roadway Data  
13 Office within the Washington State Department of Transportation.

14 B. Overtime Rate

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

18 C. Work

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

- 20 1. All hours actually spent performing the duties of the assigned job.
- 21 2. Travel time required by the Employer during normal work hours  
22 from one work site to another or travel time outside of normal work  
23 hours to a different work location that is greater than the employee's  
24 normal home-to-work travel time.

- 1                   3.     Vacation leave.
- 2                   4.     Sick leave.
- 3                   5.     Compensatory time.
- 4                   6.     Holidays.
- 5                   7.     Any other paid time not listed below.

6           D.    Work does not include:

- 7                   1.     Shared leave.
- 8                   2.     Leave without pay.
- 9                   3.     Additional compensation for time worked on a holiday.
- 10                  4.     Time compensated as standby, callback, or any other penalty pay.

11   **7.2   Overtime-Eligibility and Compensation**

12           Employees are eligible for overtime compensation under the following  
13           circumstances:

14           A.    Full-time overtime-eligible employees who have prior approval and work  
15           more than forty (40) hours in a workweek shall be compensated at the  
16           overtime rate. Part-time overtime-eligible employees will be paid at their  
17           regular rate of pay for all work performed up to forty (40) hours in a  
18           workweek and paid at the overtime rate for authorized work of more than  
19           forty (40) hours in a workweek.

20           B.    Full-time overtime-eligible shift employees who have prior approval and  
21           work more than their scheduled shift will be compensated at the overtime  
22           rate. Part-time overtime-eligible shift employees will be paid at their regular  
23           rate of pay for all work performed up to forty (40) hours in a workweek and



1           D.     WSP COs Only

2                     Overtime will be offered to communications center employees from a shift  
3                     compatible with the operational need (i.e., normally the same type of shift)  
4                     on the basis of seniority in the classification in the bargaining unit, unless:

5                     1.       The overtime is a shift extension, in which case seniority of those  
6                     working in the communications center at the time of the shift  
7                     extension will be the determining factor, and

8                     2.       Employees will be called on days off, but calls to employees on  
9                     vacation leave will be avoided. Where possible, callback will be  
10                    avoided.

11                    3.       The assignment of overtime will be made with due regard for the  
12                    welfare, health, and safety of the employees as well as the  
13                    operational needs of the Employer to assure that services are  
14                    provided in a safe and effective manner.

15                    4.       Employees will not be required to work in excess of twelve (12)  
16                    hours in any twenty-four (24) hour period except in an extreme  
17                    emergency or in the case of a regular shift change.

18                    5.       Prior to overtime being posted on the schedule, employees may  
19                    voluntarily sign up for overtime shifts. When more than one  
20                    employee signs up for an overtime shift, the employee with higher  
21                    seniority will be granted.

22                    6.       At the conclusion of the voluntary selection of overtime shifts, the  
23                    remaining uncovered overtime shifts will be assigned to the most  
24                    junior employee on the adjoining shift who is not already at 12-  
25                    hours for the adjoining shift.

1                                    A. Once posted on the schedule, the overtime assigned or  
2                                    voluntarily selected by the employee is no longer subject to  
3                                    change based on seniority-based selections. Employees may  
4                                    mutually agree to voluntarily take on an overtime shift to  
5                                    relieve another employee's burden.

6    **7.5    Compensatory Time for Overtime-Eligible Employees**

7            A.    Compensatory Time Eligibility

8                                    Overtime-eligible employees may choose compensatory time in lieu of cash  
9                                    payment for overtime. Compensatory time must be granted at the rate of  
10                                   one and one-half (1 1/2) hours of compensatory time for each one (1) hour  
11                                   of overtime worked.

12           B.    Maximum Compensatory Time

13                                   Employees may accumulate no more than ~~one hundred and sixty (160)~~  
14                                   ~~hours of compensatory time.~~ the maximum number of hours of  
15                                   compensatory time allowed under the Fair Labor Standards Act (currently  
16                                   240 hours).

17           C.    Compensatory Time Use

18                                   Agencies may allow an employee to use accrued vacation leave prior to  
19                                   using their compensatory time. Agencies will allow an employee to use  
20                                   accrued vacation leave prior to using their compensatory time when it will  
21                                   result in a loss of their accrued vacation leave. Compensatory time will be  
22                                   used and scheduled in the same manner as vacation leave, as in [Article 11](#),  
23                                   Vacation Leave. An employee may use compensatory time for Domestic  
24                                   Violence Leave.

25           D.    Compensatory Time Cash Out

1 All compensatory time will be used by June 30th of the last year of the  
2 biennium. If compensatory time balances are not scheduled to be used by  
3 the employee by April of the last year of the biennium, the supervisor shall  
4 contact the employee to review their schedule. The employee's  
5 compensatory time balance will be cashed out by June 30th of the last year  
6 of the biennium or when the employee:

- 7 1. Leaves state service for any reason;
- 8 2. Transfers to a position in their agency with different funding sources; or
- 9 3. Transfers to another state agency.

10 E. Compensatory Time Rollover for CVEOs

11 CVEOs may accumulate compensatory time to a maximum of forty (40)  
12 hours. Compensatory time accrued in excess of forty (40) hours shall  
13 become paid overtime. It shall be the responsibility of the employee and  
14 their supervisor to monitor accrued compensatory time and to make  
15 mutually agreeable arrangements for its use.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 5/22/2024

/s/ 5/22/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

16

17

1 **ARTICLE 10**  
2 **HOLIDAYS**

3 **10.1 Paid Holidays**

4 Employees will be provided the following paid non-working holidays per year:

5	New Year's Day	January 1
6	Martin Luther King Jr.'s Birthday	Third Monday in January
7	Presidents' Day	Third Monday in February
8	Memorial Day Last	Monday in May
9	Juneteenth	June 19
10	Independence Day	July 4
11	Labor Day	First Monday in September
12	Veteran's Day	November 11
13	Thanksgiving Day	Fourth Thursday in November
14	Native American Heritage Day	The Friday following the fourth Thursday in
15		November
16	Christmas Day	December 25

17 If the above paid non-working holidays are amended by the legislature during the  
18 term of this Agreement, the amended holidays will apply.

19 **10.2 Holiday Rules**

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

21 A. Employees will be paid at a straight-time rate even though they do not work.



1           B.     In addition to Subsection A above, employees will be paid for the hours  
2                     actually worked on a holiday at the overtime rate, in accordance with Article  
3                     7, Overtime.

4           C.     For full-time employees with a Monday-through-Friday work schedule:

5                     1.     When a holiday falls on a Saturday, the Friday before will be the  
6                             holiday.

7                     2.     When a holiday falls on a Sunday, the following Monday will be the  
8                             holiday.

9           D.     For full-time employees who do not have a Monday-through-Friday work  
10                    schedule:

11                    1.     When a holiday falls on the employee's scheduled workday, that day  
12                             will be considered the holiday.

13                    2.     When a holiday falls on the employee's scheduled day off, the  
14                             agency will treat the employee's workday before or after as the  
15                             holiday.

16                    3.     Upon approval, an employee may schedule an alternate day off as  
17                             their holiday as long as the requested day off falls within the same  
18                             pay period as the holiday or in either workweek adjacent to that pay  
19                             period.

20           E.     The holiday for night shift employees whose work schedules begin on one  
21                     calendar day and ends on the next will be determined by the agency. It will  
22                     start either at:

23                     1.     The beginning of the scheduled night shift that begins on the  
24                             calendar holiday, or

25                     2.     The beginning of the shift that precedes the calendar holiday.

1 The decision will be the same for all employees in a facility unless there is  
2 agreement to do otherwise between the agency and one (1) or more affected  
3 employees, or with the Union, which will constitute agreement of the employees.

4 F. Part-time employees who were employed before and after the holiday and  
5 for a period of at least twelve (12) calendar days during the month (but not  
6 including the holiday) will be compensated in cash or compensatory time  
7 for the holiday in an amount proportionate to the time in pay status during  
8 the month to that required for full-time employment.

9 G. A full-time employee will qualify for holiday compensation if they are  
10 employed before the holiday and is in pay status:

- 11 1. For the entire work shift preceding the holiday; or  
12 2. For at least eighty (80) non-overtime or non-standby hours during  
13 the month, not counting the holiday.

### 14 **10.3 Personal Holidays**

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

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

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

- 23 1. The employee has given at least fourteen (14) calendar days' written  
24 notice to the supervisor. However, the employee and supervisor may  
25 agree upon an earlier date, and

- 1                   2.     The number of employees selecting a particular day off does not  
2                   prevent the agency from providing continued public service.
- 3                   C.     Personal holidays must be taken during the calendar year or the entitlement  
4                   to the day will lapse, except that the entitlement will carry over to the  
5                   following year when an otherwise qualified employee has requested a  
6                   personal holiday and the request has been denied.
- 7                   D.     Agencies may establish qualifying policies for determining which of the  
8                   requests for a particular date will or will not be granted when the number of  
9                   requests for a personal holiday would impair operational necessity.
- 10                  E.     Part-time employees who are employed during the month in which the  
11                  personal holiday is taken will be compensated for the personal holiday in  
12                  an amount proportionate to the time in pay status during the month to that  
13                  required for full-time employment.
- 14                  F.     A personal holiday for full-time employees will be equivalent to their work  
15                  shift on the day selected for personal holiday absence.
- 16                  G.     Part or all of a personal holiday may be donated as shared leave, in  
17                  accordance with [Article 13](#), Shared Leave. Any portion of a personal  
18                  holiday that remains or is returned to the employee, will be taken in one (1)  
19                  absence, not to exceed the work shift on the day of the absence, subject to  
20                  the request and approval as described in Subsections 10.3 B, C, and D  
21                  above.
- 22                  H.     Upon request, an employee will be approved to use part or all of their  
23                  personal holiday for the care of family members as required by the Family  
24                  Care Act, [WAC 296-130](#). Any portion of a personal holiday that remains  
25                  will be taken by the employee in one (1) absence, not to exceed the work  
26                  shift on the day of the absence, subject to the request and approval as  
27                  described in Subsections 10.3 B, C, and D above.

- 1 I. Upon request, an employee will be approved to use part or all of their
- 2 personal holiday as provided for by the Military Family Leave Act, [RCW](#)
- 3 [49.77](#). Any portion of a personal holiday that remains will be taken by the
- 4 employee in one (1) absence, not to exceed the work shift on the day of the
- 5 absence, subject to the request and approval as described in Subsections
- 6 10.3 B, C, and D above.
  
- 7 J. Upon request, an employee will be approved to use part or all of their
- 8 personal holiday as provided for by the Domestic Violence Leave Act,
- 9 [RCW 49.76](#). Any portion of a personal holiday that remains will be taken
- 10 by the employee in one (1) absence, not to exceed the work shift on the day
- 11 of the absence, subject to the request and approval as described in
- 12 [Subsections 10.3](#) B, C, and D above.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

  /s/                9/18/2024

  /s/                9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 11**

2 **VACATION LEAVE**

3 **11.1 Vacation Leave Credits**

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

6 **11.2 Vacation Leave Accrual**

7 Full-time employees who have been in pay status for eighty (80) non-overtime hours in a  
8 calendar month will accrue vacation leave according to the rate schedule provided in  
9 Section 11.3 below. Vacation leave accrual for part-time employees will be proportionate  
10 to the number of hours the part-time employee is in pay status during the month to that  
11 required for full-time employment. Employees on approved military leave will continue to  
12 accrue vacation leave proportionate to the number of hours the employee is in pay status  
13 during the month to that required for full-time employment.

14 **11.3 Vacation Leave Accrual Rate Schedule**

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

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

1 **11.4 Vacation Scheduling for 24/7 Operations at the Washington State Patrol**

2 A. By January 31st of each year, employees who work in operations that are twenty-  
3 four (24) hours, seven (7) days a week, may submit in writing to their supervisor  
4 their preferences for different segments of vacation for the period March 1st of the  
5 same year through the end of the following February.

6 A “segment” is five (5) or more contiguous days of vacation leave. When all  
7 employees have selected their first vacation segment, employees may then pick a  
8 second vacation segment.

9 The Employer will compile and post a vacation leave schedule. Employees on this  
10 schedule will have priority and will be granted vacation leave at the times specified,  
11 if possible.

12 B. In the event that two (2) or more employees request the same vacation period and  
13 the supervisor must limit the number of people who may take vacation leave at one  
14 (1) time due to business needs and work requirements, preference will be first by  
15 vacation segment (first or second), then by classification (i.e., CO2, then CO1/CO,

1 then COA), then by seniority in the classification (i.e., CO2, then CO1/CO, then  
2 COA), then unbroken seniority in the bargaining unit. In the event two (2) or more  
3 employees have the same seniority date, ties will be broken by lot for each segment.  
4 Employees who voluntarily demote or complete trial service for six (6) months or  
5 less in state service outside of the bargaining unit, including six (6) months or less  
6 in an exempt position, will be accorded unbroken seniority in the classification and  
7 bargaining unit upon return to their previous classification.

8 Employees who revert or voluntarily demote from a classification within the  
9 bargaining unit will be accorded unbroken seniority in the classification and  
10 bargaining unit upon return to their previous classification.

11 C. In addition to vacation leave approved in Subsection B above, employees may  
12 submit supplemental vacation leave requests at any time on a first-come, first-  
13 served basis. Approval of supplemental requests will take into consideration the  
14 annual vacation leave schedule, which will take precedence, as well as operational  
15 needs. Every effort will be made to grant supplemental vacation leave requests.

16 D. Employees who have been approved to transfer to a new station prior to December  
17 31 and will report to their new station by March 1, shall submit vacation requests  
18 to the employee's new station in accordance with Subsections A, B, and C above.  
19 Employees who have been approved to transfer to a new station after December 31  
20 shall submit vacations requests to the employee's new station in accordance with  
21 Subsection C above.

## 22 **11.5 Vacation Scheduling for DOL-LSRs**

23 A. During November of each calendar year, LSRs will be given the opportunity to  
24 submit tentative requests for vacation leave throughout the following year; these  
25 requests will be considered as simultaneous. Leave will be granted based on  
26 business needs and work requirements, with consideration made to grant requests

1 for the same time off when possible. Up to two (2) LSRs will be authorized for  
2 vacation leave in LSOs with fourteen (14) to nineteen (19) LSRs.

3 As part of the tentative leave process, up to two (2) LSRs will be authorized for  
4 vacation leave during non-peak months (October 1 – April 1) in LSOs with ten (10)  
5 to nineteen (19) LSRs. For LSOs with twenty (20) or more LSRs, up to three (3)  
6 LSRs will be authorized for vacation leave.

7 B. The supervisor will then compile all tentative leave requests onto one (1) calendar  
8 or list and post. Leave requests will remain confidential until posting. Employees  
9 will have ten (10) working days to resolve any conflicts between requests. An  
10 employee's attempt to resolve a conflict cannot cause a new conflict with another  
11 tentative leave request.

12 C. After the ten (10) day period, if more than one (1) employee has submitted a  
13 tentative leave request for the same time period, and all requests cannot be granted,  
14 the leave time will be granted by rotation based on seniority using the procedure  
15 approved by the Driver Examining Administrator. This process will be completed  
16 by the end of each calendar year.

17 D. Seniority for this Section is defined as the last unbroken time worked in that  
18 Licensing Services Office.

19 E. LSRs who transfer to another Licensing Services Office during the year will not  
20 maintain any pre-approved leave status. Should there be a conflict with the existing  
21 tentative vacation leave schedule in the new office, the LSR transferring in will be  
22 placed at the bottom of the tentative leave list.

23 F. Leave slips for pre-approved tentative leave must be submitted electronically two  
24 (2) weeks or more prior to the requested leave. Failure to submit leave slips as  
25 required may result in the leave being cancelled.



1           G.       Outside of the tentative leave process, LSRs may request vacation leave at any time  
2                   on a first-come, first-served basis. Approval of supplemental vacation leave  
3                   requests will take into consideration the tentative leave schedule, which will take  
4                   precedence, as well as operational needs. Every effort will be made to grant  
5                   supplemental vacation leave requests.

6   **11.6   Vacation Scheduling for All Employees**

7           A.       Vacation leave will be charged in one-tenth (1/10th) of an hour increments. At the  
8                   employee's discretion, vacation leave may be used by the employee in all  
9                   circumstances where another form of leave may be granted, excluding  
10                  compensatory time in accordance with [Article 7](#), Overtime, Subsection 7.4 (C).

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

14          C.       Vacation leave will be approved or denied within five (5) working days of the  
15                  request. If the leave is denied, a reason will be provided in writing. Vacation leave  
16                  may be approved on short notice.

17          D.       Vacation leave will be approved for parental leave in accordance with [Article 14](#),  
18                  Family and Medical Leave.

19          E.       Employees will not request or be authorized to take scheduled vacation leave if they  
20                  will not have sufficient paid leave (vacation leave, personal holiday, compensatory  
21                  time or exchange time) to cover such absence.

22   **11.7   Family Care**

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

1 **11.8 Military Family Leave**

2 Employees may use vacation leave for up to fifteen (15) days, per deployment, for leave  
3 as provided for by the Military Family Leave Act, [RCW 49.77](#) and in accordance with  
4 [Article 19.8](#).

5 **11.9 Domestic Violence Leave**

6 Employees may use vacation leave for leave as provided for by the Domestic Violence  
7 Leave Act, [RCW 49.76](#).

8 **11.10 Vacation Cancellation**

9 Should the Employer be required to cancel scheduled vacation leave because of an  
10 emergency or exceptional business needs, affected employees may select new vacation  
11 leave from available dates. In the event the affected employee has incurred non-refundable,  
12 out-of-pocket vacation expense, the employee may be reimbursed by the Employer. Proof  
13 of payment may be required. Vacations approved prior to notification of reassignment will  
14 be honored for employees who are reassigned in accordance with [Article 42](#),  
15 Compensation, [Section 42.10](#).

16 **11.11 Vacation Leave Maximum**

17 Employees may accumulate maximum vacation balances not to exceed two hundred ~~forty~~  
18 [eighty \(240~~280~~\)](#) hours. However, there are two (2) exceptions that allow vacation leave to  
19 accumulate above the maximum;

20 A. If an employee's request for vacation leave is denied by the Employer, and the  
21 employee is close to the vacation leave maximum, an employee's vacation leave  
22 maximum will be extended for each month that the Employer must defer the  
23 employee's request for vacation leave.

24 B. An employee may also accumulate vacation leave days in excess of two hundred  
25 ~~forty~~ [eighty \(240~~280~~\)](#) hours as long as the employee uses the excess balance prior  
26 to their anniversary date. Any leave in excess of the maximum that is not deferred

1 in advance of its accrual as described above, will be lost on the employee's  
2 anniversary date.

3 **11.12 Separation**

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

- 6 A. Resign with adequate notice;
- 7 B. Retire;
- 8 C. Are laid-off; or
- 9 D. Are terminated by the Employer.

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

**TENTATIVE AGREEMENT REACHED**

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original signature.*

For the Employer

For the Union

/s/ 5/07/2024

/s/ 5/07/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

12  
13



- 1                   3.     Spouse;
- 2                   4.     Registered domestic partner as defined by [RCW 26.60](#);
- 3                   5.     Grandparent;
- 4                   6.     Grandchild; or
- 5                   7.     Sibling
  
- 6           C.     In accordance with [RCW 49.46.210](#), when an employee’s place of business  
7                   has been closed by order of a public official for any health-related reason,  
8                   or when an employee’s child’s school or place of care has been closed for  
9                   such a reason. Health-related reason, as defined by [WAC 296-128-600](#) (8),  
10                   means a serious public health concern that could result in bodily injury or  
11                   exposure to an infectious agent, biological toxin, or hazardous material.  
12                   Health-related reason does not include closure for inclement weather.
  
- 13           D.     Qualifying absences for Family and Medical Leave ([Article 14](#)).
  
- 14           E.     Exposure of the employee to contagious disease when attendance at work  
15                   would jeopardize the health of others.
  
- 16           F.     Preventative health care of relatives or household members, up to one (1)  
17                   day for each occurrence. A household member is defined as persons who  
18                   reside in the same home who have reciprocal duties to and do provide  
19                   financial support for one another. This term does not include persons  
20                   sharing the same house when the living style is primarily that of a dormitory  
21                   or commune. A relative is defined to include an aunt, uncle, niece, nephew,  
22                   sibling-in-law, first cousin, and corresponding relatives of the employee’s  
23                   spouse or domestic partner.
  
- 24           G.     Illness of relatives or household members, up to five (5) days for each  
25                   occurrence or as extended by the Employer.

1 H. Up to fifteen (15) days, per deployment, for leave for Military Family Leave  
2 as provided for by [RCW 49.77](#) and in accordance with [Article 19.8](#).

3 I. Leave for Domestic Violence as provided for by [RCW 49.76](#).

#### 4 **12.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes**

5 The Employer will allow an employee who has used all of their sick leave to use  
6 compensatory time or vacation leave for sick leave purposes. All compensatory  
7 time or vacation leave requests for sick leave purposes will indicate that the  
8 compensatory time or vacation leave is being requested in lieu of sick leave. An  
9 employee may be denied the ability to use compensatory time or vacation leave for  
10 sick leave purposes if the employee has documented attendance problems.

#### 11 **12.4 Restoration of Vacation Leave**

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

#### 16 **12.5 Sick Leave Reporting and Verification**

17 A. An employee must promptly notify their supervisor on the first day of sick  
18 leave and each day after, unless there is mutual agreement to do otherwise.  
19 With supervisor approval, notification may occur by phone, email, or other  
20 forms of technology. If the employee is in a position where a relief  
21 replacement is necessary, the employee shall notify their supervisor as soon  
22 as possible, and must provide at least two (2) hours' notice prior to their  
23 scheduled time to report to work (excluding leave taken in accordance with  
24 Domestic Violence Leave). The supervisor may engage in a conversation  
25 with the employee regarding the potential duration of their absence but will  
26 not inquire regarding specific medical information that is protected by law.

1           B.     If the Employer suspects abuse, the Employer may require a written medical  
2                   certificate for any sick leave absence. The employer will notify the  
3                   employee of the basis for the suspected abuse. Upon the employee’s written  
4                   request, the Employer will consider removal from medical verification  
5                   requirement and respond to the request in writing.

6           C.     An employee returning to work after any sick leave absence may be  
7                   required to provide written certification from their health care provider that  
8                   the employee is able to return to work and perform the essential functions  
9                   of the job with or without reasonable accommodation.

10          D.     Medical certification or verification required for employees in overtime-  
11                   eligible positions shall be in accordance with [RCW 49.46.210](#) and [WAC](#)  
12                   [296-128-660](#) and this agreement.

13    **12.6 Sick Leave Annual Cash Out**

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

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

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

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

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

1    **12.7 Sick Leave Separation Cash Out**

2           At the time of retirement from state service or at death, an eligible employee or the  
3           employee’s estate will receive cash for their total sick leave balance on a one (1)  
4           hour for four (4) hour basis. For the purposes of this Section, retirement shall not  
5           include “vested out of service” employees who leave funds on deposit with the  
6           retirement system. In accordance with state and federal law, agencies and  
7           employees in bargaining units may agree to form Voluntary Employee Beneficiary  
8           Associations (tax-free medical spending accounts) funded by the retiree sick leave  
9           cash out described above.

10          Beginning July 1, 2006, and every even-numbered year thereafter, the Employer  
11          shall offer a ratification ballot on the continuation of the Voluntary Employee  
12          Beneficiary Associations for each Local 17 bargaining unit at each agency. All  
13          bargaining unit employees eligible to retire within those two (2) years will be  
14          eligible to vote.

15    **12.8 Re-employment**

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

18    **12.9 Carry Forward and Transfer**

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

22



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For the Employer

For the Union

  /s/  7/24/2024

  /s/  7/24/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 15**  
2 **SEVERE INCLEMENT WEATHER, NATURAL DISASTER, AND OTHER**  
3 **EMERGENCY CLOSURES LEAVE**

4 **15.1** If the Employer decides that a state office or work location is non-operational or  
5 inaccessible due to severe inclement weather or natural disaster, or conditions  
6 caused by severe inclement weather or natural disaster, or other emergency  
7 circumstances the following will apply:

8 A. Non-emergency employees may be released with no loss of pay during the  
9 disruption of services.

10 B. Eligible, non-emergency employees may be assigned to telework or may be  
11 reassigned to similar positions at locations within a reasonable driving  
12 distance from the non-operational location during the disruption of services.

13 C. At the discretion of the Employer, non-emergency employees may be  
14 subject to a temporary layoff consistent with Subsection 36.5 of [Article 36,](#)  
15 Layoff and Recall, of this Agreement.

16 **15.2** Employees who work their normal hours during the disruption will not receive  
17 additional compensation.

18 **15.3** If a work location remains fully operational but an employee is unable to physically  
19 report to work, remain at work, or telework because of severe inclement weather, a  
20 natural disaster, or other emergency circumstances, the employee's leave will be  
21 charged in the following order:

22 A. Any earned compensatory time, accrued vacation leave, and/or Personal  
23 Holiday.

24 B. Accrued sick leave, up to three (3) days in a calendar year, provided the  
25 employee has first exhausted all of their accrued leave in Section A  
26 immediately above.

1 Employees may take Leave Without Pay in lieu of Section A or Section B  
2 immediately above.

3 Upon mutual agreement between the Employer and the employee, an employee  
4 may be allowed to make up lost work time in lieu of using paid leave. The make up  
5 of lost work time must be performed within the same workweek the lost work time  
6 occurred.

7 The Employer may allow telework during severe inclement weather, where  
8 possible.

9 **15.4** Employees who report to work late due to severe inclement weather, natural  
10 disaster, or other emergency circumstances will be allowed up to one (1) hour of  
11 paid time. The Employer may grant additional time if deemed reasonable under the  
12 circumstances, which may include early release. Section 15.3 will apply to any  
13 additional time.

14 **15.5** If the Director or Secretary or designee of an agency determines a state office or  
15 work location is non-operational after the work shift has begun, employees will be  
16 released for the balance of the day without loss of pay. An employee who was  
17 unable to report to work because of conditions caused by severe inclement weather  
18 natural disaster, or other emergency circumstances and is on leave in accordance  
19 with Subsection 15.3 of this Article, will be compensated for the balance of their  
20 work shift remaining after the determination that the state office or work location  
21 is non-operational and will not be charged leave for that time. An employee who is

22

- 1 on approved leave for reasons other than severe inclement weather or a natural disaster will  
2 not have their leave restored.

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For the Employer

For the Union

/s/ 9/17/2024

/s/ 9/17/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

3

1 **ARTICLE 16**  
2 **MISCELLANEOUS LEAVE**

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

- 5 A. Examinations or interviews for state employment;
- 6 B. To receive assessment from the Employee Assistance Program;
- 7 C. To serve as a member of a jury; or
- 8 D. To appear in court or an administrative hearing, as specifically provided  
9 below.
- 10 E. Bereavement leave may be used for a death of any relative that requires the  
11 employee's absence from work. Leave for bereavement is limited to ~~three~~  
12 five (35) days or as extended by the agency for travel. Relatives are defined  
13 for this purpose as spouse, domestic partner as defined by [RCW 26.60.020](#)  
14 and [26.60.030](#), significant other, child, stepchild, grandchild, foster child,  
15 custodial child, unborn or miscarried child, child-in-law, grandparent,  
16 parent, stepparent, sibling, sibling-in-law, aunt, uncle, niece, nephew, first  
17 cousin, and corresponding relatives of employee's spouse, domestic partner  
18 as defined by [RCW 26.60.020](#) and [26.60.030](#), ~~or~~ significant other, or any  
19 individual who regularly resides in the employee's home or where the  
20 relationship creates an expectation that the employee care for the person,  
21 and that the employee depends on for care, except that it does not include  
22 an individual who simply resides in the same home with no expectation that  
23 the employee care for the individual.

24 In addition to paid bereavement leave, The Employer may approve an  
25 employee's request to use compensatory time, sick leave, vacation time,  
26 exchange time, personal holiday, personal leave day or leave without pay  
27 for purposes of bereavement and in accordance with this Agreement.

1 [Employees may request use of their accrued compensatory time, vacation](#)  
2 [time, sick leave, personal holiday, personal leave day, or leave without pay](#)  
3 [for purposes of loss for individuals who do not qualify for bereavement](#)  
4 [leave.](#)

5 F. For life-giving procedures, when approved in advance

6 When approved, employees will receive paid leave, not to exceed thirty (30)  
7 working days in a two (2) year period, for participating in life-giving  
8 procedures. Such leave shall not be charged against sick leave or annual  
9 leave, and use of leave without pay is not required. "Life-giving procedure"  
10 is defined as a medically-supervised procedure involving the testing,  
11 sampling, or donation of, organs, tissues, and other human body  
12 components for the purposes of donation, without compensation, to a person  
13 or organization for medically necessary treatments. "Life giving procedure"  
14 does not include the donation of blood or plasma. Employees will provide  
15 reasonable advance notice and written proof from an accredited medical  
16 institution, physician or other medical professional that the employee  
17 participated in a life-giving procedure. Agencies may take into account  
18 program and staffing replacement requirements in the scheduling of leave  
19 for life-giving procedures.

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

1    **16.2 Examinations/Interviews**

2           When approved, employees will receive paid leave for attendance at examinations  
3           or interviews for state employment. Leave may include reasonable travel time,  
4           travel expenses, and/or per diem.

5    **16.3 Employee Assistance Program**

6           When approved, employees will receive paid leave to receive assessment from the  
7           Employee Assistance Program. Leave may include reasonable travel time.

8    **16.4 Jury Duty**

9           Employees will receive paid leave and be allowed to retain any compensation paid  
10          to them for their jury duty service. Employees will promptly inform the Employer  
11          when notified of their jury summons.

12   **16.5 Witness/Subpoena**

13          Employees will promptly inform the Employer when they receive a subpoena. A  
14          subpoenaed employee will receive paid leave, during scheduled work time, to  
15          appear as a witness in court or an administrative hearing for work-related cases, or  
16          as a witness in a criminal proceeding unless they:

17          A.     Are a party in the matter and are not represented by the Attorney General's  
18                 Office of the State of Washington; or

19          B.     Have an economic interest in the matter.

20                 However, nothing in this Section shall preclude an employee from receiving  
21                 regular pay to appear in court or an administrative hearing on behalf of the  
22                 Employer.

23   **16.6** Except as otherwise noted in this Article, employees shall not be eligible for per  
24          diem or travel expenses under this Article.

1    **16.7    Personal Leave Day**

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

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

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

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

12                  3.    For positions requiring backfill or relief, the release from duty will  
13                       not cause an increase in agency costs due to the need to provide  
14                       coverage for the employee's absence.

15           C.    Personal leave may not be carried over from one (1) fiscal year to the next.

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

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

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

24                   2.    Leave as required by the Military Family Leave Act, [RCW 49.77](#)  
25                       and in accordance with [Article 19.8](#); or



- 1                   3.     Leave as required by the Domestic Violence Leave Act, [RCW](#)  
2                             [49.76](#).

3     **16.8   WSP – CVEO Work-Required Court Appearances**

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

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

11            An employee attending court on a regularly-scheduled day off shall be compensated  
12            at one and one-half (1 ½) times the employee's regular rate for the hours actually  
13            worked, or for a minimum of four (4) hours straight time, whichever is greater. This  
14            same compensation shall apply when an employee attends court on a scheduled  
15            workday when the time spent for court requires the employee to respond to court  
16            from off-duty status and the employee returns to off-duty status at the end of court.

17            When court is scheduled for a previously-approved compensatory day, such court  
18            time shall be considered work time, unless it exceeds eight (8) hours.

19     **16.9   Vaccination Leave**

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

1 **16.10 Wildfire Disaster Leave**

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

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

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For the Employer

For the Union

/s/ 9/18/2024

/s/ 9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

15

1                                   **ARTICLE 20**  
2                                   **SAFETY AND HEALTH**

3   **20.1** The Employer, employee and Union have a significant responsibility for workplace  
4   safety.

5           A.    The Employer will provide a work environment in accordance with safety  
6           standards established by the Washington Industrial Safety and Health Act.  
7           (WISHA). Reference: <http://www.lni.wa.gov/>.

8           B.    Employees will comply with all safety practices and standards established  
9           by the Employer.

10          C.    The Union will work cooperatively with the Employer on safety and health-  
11          related matters and encourage employees to work in a safe manner. The  
12          parties recognize the importance of a safe and healthy workplace, and will  
13          work together to address incidents involving pandemic diseases in the  
14          workplace.

15   **20.2** Employees will take an active role in creating a safe and healthy workplace by  
16   reporting immediate safety issues to their supervisor(s), following the chain of  
17   command, and take other safety issues to their safety committee and/or safety  
18   officer for review and action, as necessary. The Employer will address reported  
19   unsafe working conditions and take appropriate action.

20   **20.3** The Employer will determine and provide the required safety devices, personal  
21   protective equipment and apparel, which employees will wear and/or use.

22   **20.4** Each agency will form joint safety committees in accordance with WISHA  
23   requirements. Meetings will be conducted in accordance with [WAC 296-800-](#)  
24   [13020](#). Committee recommendations will be forwarded to the appropriate authority  
25   for review and action, as necessary.

26   [20.5 Department of Licensing Health and Safety](#)

1            DOL will provide annual relevant workplace-specific safety training.

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For the Employer

For the Union

/s/                      5/7/2024

/s/                      5/7/2024

\_\_\_\_\_  
Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

2

1 **ARTICLE 22**

2 **DRUG AND ALCOHOL FREE WORKPLACE**

3 **22.1** All employees must report to work in a condition fit to perform their assigned duties  
4 unimpaired by alcohol or drugs.

5 **22.2 Possession of Alcohol and Illegal Drugs**

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

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

12 **22.3 Prescription and Over-the-Counter Medications**

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

17 **22.4 Drug and Alcohol Testing – Safety Sensitive Functions**

18 A. Employees required to have a Commercial Driver’s License (CDL) are subject to  
19 pre-employment, post-accident, random and reasonable suspicion testing in  
20 accordance with the Federal Omnibus Transportation Employee Testing Act of  
21 1991. The testing will be conducted in accordance with current agency policy.

22 B. In addition, employees who perform other safety-sensitive functions are subject to  
23 pre-employment, post-accident, post-firearm shooting incidents and reasonable  
24 suspicion testing. The testing will be conducted in accordance with agency policy.

1 For the purposes of this Article, employees who perform other safety-sensitive  
2 functions are those issued firearms.

### 3 **22.5 Reasonable Suspicion Testing**

4 A. Reasonable suspicion testing for alcohol or controlled substances may be directed  
5 by the Employer for any employee when there is reason to suspect that alcohol or  
6 controlled substance usage may be adversely affecting the employee's job  
7 performance or that the employee may present a danger to the physical safety of  
8 the employee or another. Specific objective grounds must be stated in writing that  
9 support the reasonable suspicion.

10 Examples of specific objective grounds may include:

- 11 1. Physical symptoms consistent with controlled substance and/or alcohol use;
- 12 2. Evidence or observation of controlled substance or alcohol use, possession,  
13 sale, or delivery; or
- 14 3. The occurrence of an accident(s) where a trained manager, supervisor or  
15 lead worker suspects controlled substance/alcohol use may have been a  
16 factor.

#### 17 B. Referral

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

#### 22 C. Testing

- 23 1. When reasonable suspicion exists, employees must submit to alcohol and/or  
24 controlled substance testing when required by the Employer. A refusal to

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

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

13 3. An employee who has a positive alcohol test and/or a positive controlled  
14 substance test may be subject to disciplinary action, as outlined in [Article](#)  
15 [29](#), Discipline, up to and including dismissal based on the incident that  
16 prompted the testing, including a violation of the drug and alcohol free  
17 workplace rules.

## 18 **22.6 Training**

19 Training will be made available to all managers and supervisors. The training will include:

- 20 A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- 21 B. The effects of drugs and alcohol in the workplace;
- 22 C. Behavioral symptoms of being affected by controlled substances and/or alcohol;  
23 and
- 24 D. Rehabilitation services available.

1 **22.7 Voluntary Request for Assistance**

2 A. An employee who requests assistance for a drug or alcohol problem will be  
3 afforded an opportunity during the thirty (30) days following such request to seek  
4 assistance from the Employee Assistance Program or other agency-recognized  
5 assistance program. Asking for assistance will not stop an investigation or  
6 preclude testing requirement(s) in accordance with Article 22 and Article 25.

7 B. Assessment and Treatment

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

17  
18 C. Return to Work

19 Upon returning to work after entering an out-patient program or successfully  
20 completing an in-patient rehabilitation program, the employee will be subject to  
21 random testing for a period of one (1) year. If the employee tests positive for  
22 drugs/alcohol during this period they will be discharged.

23 D. Release of Information

24 Employees participating in such treatment will agree to provide the Employer

25



1                                    with a release of medical information sufficient to ensure the employee's  
2                                    compliance with the requirements of the rehabilitation program.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/                                    6/20/24

/s/                                    6/20/24

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees Local 17

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**ARTICLE 23**  
**TRAVEL AND PER DIEM**

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

**23.2 Official Duty Station**

Each bargaining unit employee will be assigned an official duty station. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty-five (35) miles (one-way) in addition to the current commute, the employee may exercise their rights under [Article 36](#), Layoff and Recall.

**23.3 Continual Travel – Return Rights**

A. Employees assigned duties requiring continual travel away from their official duty station will be so advised prior to their selection to fill such positions. Employees who are assigned duties requiring continual travel will normally be provided the opportunity to return to the official duty station each week. Travel time for such returns will be considered time worked.

B. Employees who are assigned temporary out-of-state assignments will be allowed to return home every three (3) weeks. The cost of such travel will be paid by the Employer.

**23.4 Illness or Injury During Travel**

Whenever an employee in travel status takes leave due to incapacitation from illness or injury, reimbursement for subsistence and lodging will continue. The

1 Employer will transport the employee to the employee’s residence or to a hospital  
2 if the employee’s continued welfare is in jeopardy.

3 **23.5 Holiday – Returns**

4 When a holiday occurs on Tuesday, Wednesday, or Thursday, employees on  
5 temporary duty overnight may elect to remain at the temporary workstation and  
6 receive per diem. If the employee elects to return home for the holiday, travel to  
7 and from will be work time not to exceed two (2) hours outside a single work shift.  
8 In this event, the Employer will provide transportation.

9 **23.6 Use of Vehicles**

10 Use of private vehicles must be authorized in advance. Employees will not be  
11 required to transport other individuals in the employee’s personal vehicle; however,  
12 the Employer may require employees to carpool in a state vehicle.

13 The Employer may allow employees, with prior approval, to return directly to their  
14 home following assignment at a non-permanent work location with the agency  
15 vehicle returned to the permanent site the next day, when the distance from the non-  
16 permanent site to the employee’s home is less than the mileage to the permanent  
17 site.

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For the Employer

For the Union

/s/ 4/10/2024

/s/ 4/10/2024

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OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 24**  
2 **COMMUTE TRIP REDUCTION AND PARKING**

3 **24.1** The Employer will continue to encourage but not require employees covered by  
4 this Agreement to use alternate means of transportation to commute to and from  
5 work in order to reduce traffic congestion, improve air quality and reduce the need  
6 for parking.

7 **24.2** Agencies may provide commute trip reduction incentives consistent with agency  
8 policies and within available resources.

9 **24.3** The Employer may approve telework agreements consistent with [Article 6.14](#).

10 **24.4** During the term of this Agreement, agency-administered parking rates charged to  
11 employees who work at facilities located off the Capitol Campus will not be  
12 increased from **the facility parking rates in existence as of June 30, 2005**.

13 **24.5** The Department of Enterprise Services will manage parking on the Capitol Campus  
14 in accordance with [RCW 46.08.172](#).

15 **24.6** All Employees with King, Pierce, and Snohomish County Duty Stations

16 A. All benefit eligible bargaining unit employees assigned to an official duty  
17 station in King, Pierce, and Snohomish Counties will receive a card for  
18 travel on public transportation known as a “One Regional Card for All,”  
19 otherwise known as an ORCA card. Travel via ferry is specifically excluded  
20 from this benefit.

21 ~~B. All benefit eligible bargaining unit employees assigned an official duty~~  
22 ~~station in King, Pierce, and Snohomish Counties that participate in a Van~~  
23 ~~Pool through the ORCA program will be subsidized fifty dollars (\$50.00)~~  
24 ~~of the per monthly cost~~

25 B. A van pool subsidy will be available in the state where a public transit  
26 vanpool provider offers a vanpool service. Some rural areas may lack a

1 provider. Lack of provider in a region does not disqualify a rider from  
2 claiming a vanpool benefit. If a rider identifies a vanpool that meets a transit  
3 agency's ridership requirements, the transit agency has discretion for  
4 providing a vanpool service that exceeds its traditional service area. All full-  
5 time, part-time, temporary, or non-permanent employees who are benefit  
6 eligible and work for an agency that has completed an agreement with  
7 WSDOT will be eligible to receive the full subsidy vanpool benefit.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

                              /s/          9/17/2024

                              /s/          9/17/2024

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OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

8

9

1 **ARTICLE 25**  
2 **LICENSURE, CERTIFICATION, AND QUALIFICATIONS**

3 **25.1** The Employer and the Union recognize the necessity for employees to maintain  
4 appropriate licensure and/or certification to perform the duties of their assigned  
5 position and to meet the qualifications of their position.

6 **25.2** Agencies will continue their agency policy and/or practices related to licensure and  
7 certification.

8 **25.3** Employees will notify their Appointing Authority or designee if their work related  
9 license and/or certification has expired, or has been restricted, revoked or  
10 suspended within twenty-four (24) hours of expiration, restriction, revocation or  
11 suspension, or prior to their next scheduled shift.

12 **25.4** If the possession of a valid driver license and operating a motor vehicle is an  
13 essential function for the employee's position, the employee will, prior to their next  
14 scheduled shift, notify their supervisor of any driving citations involving controlled  
15 substances or alcohol.

16 **25.5** Employees who fail to maintain appropriate licensure and/or certification to  
17 perform the duties of their assigned position and/or to meet the qualifications of  
18 their position may be subject to a non-disciplinary separation. All reasonable efforts  
19 will be made by the employee and Employer to avoid separation under this  
20 provision.

21 **25.6 Professional Engineer Licensure**

22 The parties recognize the value that professional licensure brings to employees and  
23 WSDOT in their career advancement and wish to incentivize Transportation  
24 Engineer 2s (TE2) and Transportation Engineer 3s (TE3) to achieve their  
25 professional licensure and promote into the senior-level series.

1 TE2s and TE3s will receive a one-time lump sum payment of five-thousand dollars  
2 (\$5,000.00) when they obtain their Washington State Professional Engineer (PE)  
3 license on or after July 1, 2023 under the following conditions:

4 A. PE licensure shall not be a requirement of the job classification the  
5 employee is assigned to.

6 B. Employees are required to provide WSDOT with evidence of completion of  
7 the PE license in order to receive the lump sum payment and before the  
8 payment is made.

9 C. Employees who accept the lump sum payment are required to remain  
10 employed with WSDOT for at least two (2) years from the date they receive  
11 the lump sum payment.

12 D. Employees who do not remain employed with WSDOT as required above  
13 will have deducted from their final pay check, the amount equal to the lump  
14 sum payment.

15 E. WSDOT may pursue alternative methods to collect the funds from the  
16 employee in accordance with [RCW 49.48.210](#).

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For the Employer

For the Union

/s/ 9/18/2024

/s/ 9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 29**  
2 **DISCIPLINE**

3 **29.1** The Employer will not discipline any permanent employee without just cause.

4 **29.2** Discipline includes oral and written reprimands, reductions in base pay,  
5 suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

8 **29.3** The Employer has the authority to determine the method of conducting  
9 investigations. Upon request, the Employer will provide an explanation to the  
10 employee and the Union of the current status of the investigation (for example:  
11 interviews still being conducted, drafting of investigative report, waiting for  
12 analysis of data), next steps and approximate timeframe for completion. At the  
13 conclusion of any investigation where the Employer elects not to take disciplinary  
14 action, the employee will be provided with a notification that the investigation is  
15 completed and that no discipline will be imposed.

16 Upon request, an employee has the right to a union representative at an  
17 investigatory interview called by the Employer, if the employee reasonably  
18 believes discipline could result. An employee may also have a union representative  
19 at a pre-disciplinary meeting. If the requested representative is not reasonably  
20 available, the employee will select another representative who is available.  
21 Employees seeking representation are responsible for contacting their  
22 representative.

23 The role of the representative is to provide assistance and counsel to the employee  
24 and cooperate with the investigation, and not interfere with the Employer's right to  
25 conduct the investigation. Every effort will be made to cooperate in the  
26 investigation.



1 Employees placed on an alternate assignment during an investigation will not be  
2 prohibited from contacting their union steward unless there is a conflict of interest,  
3 in which case the employee may contact another union steward. This does not  
4 preclude the Employer from restricting an employee's access to agency premises.

5 **29.4** Prior to imposing discipline, except oral or written reprimands, the Employer will  
6 inform the employee in writing of the reasons for the contemplated discipline and  
7 an explanation of the evidence. The Employer will provide the Union with a copy.  
8 The employee will be provided an opportunity to respond either at a meeting  
9 scheduled by the Employer, or in writing if the employee prefers. A pre disciplinary  
10 meeting with the Employer will be considered time worked.

11 **29.5** The Employer has the authority to impose discipline, which is then subject to the  
12 grievance procedure set forth in [Article 32](#). The Employer will provide an employee  
13 with fifteen (15) calendar days' written notice prior to the effective date of a  
14 reduction in pay or demotion. If grieved, the effective date of the discipline will be  
15 considered the occurrence giving rise to the grievance. Oral and written reprimands,  
16 however, may only be processed through the agency head step of the grievance  
17 procedure.

18 **29.6 Removal of Documents**

19 A. Written reprimands will be removed from an employee's personnel file or  
20 from the WSP disciplinary file after three (3) years if:

- 21 1. Circumstances do not warrant a longer retention period; and
- 22 2. There has been no subsequent discipline; and
- 23 3. The employee submits a written request for its removal.

24 B. Records of disciplinary actions involving reductions-in-pay, suspensions or  
25 demotions, and written reprimands not removed after three (3) years will be  
26 removed after six (6) years if:

- 1                   1.       Circumstances do not warrant a longer retention period; and
- 2                   2.       There has been no subsequent discipline; and
- 3                   3.       The employee submits a written request for its removal.
- 4           C.       The Employer will provide a written response to the employee request in
- 5                   Sections A and B above.
- 6           D.       Nothing in this Section will prevent the Employer from agreeing to an
- 7                   earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- 8           E.       Any disciplinary action that meets the criteria in Sections A and B above
- 9                   will not be used as evidence to support additional discipline.

10   **29.7   WSP Non-Investigative Matters**

11           The parties are committed to resolving disciplinary matters involving WSP

12           bargaining unit employees in a manner that is expeditious, fair, reduces the amount

13           of formal process and is designed to resolve issues at the lowest possible level. The

14           Employer will use the Non-Investigative Matters (NIM) and Settlement Agreement

15           Process as mechanisms for accomplishing this goal.

16           This section does not apply to DataQ submissions; therefore, DataQ's will not

17           trigger the NIM process.

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/           4/9/2024

/s/           4/9/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 34**

2 **REASONABLE ACCOMMODATION AND DISABILITY SEPARATION**

3 **34.1** The Employer and the Union will comply with all relevant federal and state laws,  
4 regulations and executive orders providing reasonable accommodations to qualified  
5 individuals with disabilities.

6 **34.2** A. An employee who believes that they have a disability and requires a  
7 reasonable accommodation to perform the essential functions of their  
8 position may request such an accommodation by submitting a request to the  
9 Employer.

10 B. When the Employer receives such request or an inquiry from an employee  
11 regarding reasonable accommodation, the Agency's Human Resources  
12 Department will provide an explanation of the reasonable accommodation  
13 process, including disability separation, [employee's rights for](#)  
14 [representation and an informational flyer provided by the Union](#), ~~and as well~~  
15 ~~as~~ a copy of the agency policy to the employee. This subsection is not  
16 subject to the grievance procedure as outlined in [Article 32](#).

17 **34.3** Employees requesting accommodation must cooperate with the Employer in  
18 discussing the need for and possible form of any accommodation. The Employer  
19 may require supporting medical documentation and may require the employee to  
20 obtain a second medical opinion at the Employer's expense. Medical information  
21 disclosed to the Employer will be kept confidential.

22 **34.4** The Employer will determine whether an employee is eligible for a reasonable  
23 accommodation and the final form of any accommodation to be provided. The  
24 Employer will attempt to accommodate the employee in their current position prior  
25 to looking at accommodation in alternative positions. During the formal  
26 reassignment process for a permanent accommodation, the Employer will consider  
27 positions statewide based upon the employee's geographic availability. For  
28 temporary accommodations, the Employer may look outside the employee's

1 specific work organization and work location in determining whether a temporary  
2 accommodation is available.

3 **34.5** An employee with permanent status may be separated from service when the  
4 agency determines that the employee is unable to perform the essential functions of  
5 the employee's position due to a mental, sensory, or physical disability, which  
6 cannot be reasonably accommodated. Determinations of disability may be made by  
7 the agency based on an employee's written request for disability separation or after  
8 obtaining a written statement from a physician or licensed mental health  
9 professional. The agency can require an employee to obtain a medical examination  
10 at the agency's expense, from a physician or licensed mental health professional of  
11 the agency's choice. Evidence may be requested from the physician or licensed  
12 mental health professional regarding the employee's limitations.

13 **34.6** The agency will provide at least seven (7) calendar days' notice to the employee  
14 prior to separation when the agency has medical documentation of the employee's  
15 disability and has determined that the employee cannot be reasonably  
16 accommodated in any available position, or when the employee requests separation  
17 due to disability. The disability separation notice will include information on how  
18 to reapply for employment.

19 **34.7 Re-Employment by Former Agency**

20 Employers must provide special re-employment assistance to separated former  
21 permanent status classified employees of the Employer for two (2) years following  
22 separation due to disability.

23 **34.8** An employee separated due to disability will be placed in the General Government  
24 Transition Pool Program if they submit a written request for re-employment in  
25 accordance with [WAC 357-46-090](#) through 105 and has met the re-employment  
26 requirements of [WAC 357-19-475](#).

1 **34.9** Disability separation is not a disciplinary action. An employee who has been  
2 separated because of a disability may grieve their disability separation in  
3 accordance with [Article 32](#), Grievance Procedure, unless the separation was at the  
4 employee's request.

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For the Employer

For the Union

/s/ 4/10/2024

/s/ 4/10/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

5

1 **ARTICLE 36**  
2 **LAYOFF AND RECALL**

3 **36.1** Layoff is an Employer-initiated action, taken in accordance with Section 36.2  
4 below, that results in:

- 5 A. Separation from service with the Employer;
- 6 B. Employment in a class with a lower salary range;
- 7 C. Reduction in the work year; or
- 8 D. Reduction in the number of work hours.

9 The Employer will determine the basis for, extent, effective date and the length of  
10 layoffs in accordance with the provisions of this Article. Whenever possible, the  
11 Employer will notify the Union of major layoff actions, described in Subsections  
12 36.2 A, B and C below, thirty (30) days prior to implementation.

13 **36.2 Basis for Layoff**

14 Layoffs may occur for any of the following reasons:

- 15 A. Lack of funds.
- 16 B. Lack of work.
- 17 C. Good faith reorganization.
- 18 D. Ineligibility to continue in a position that was reallocated.
- 19 E. Termination of a project.
- 20 F. Fewer positions available than the number of employees entitled to such  
21 positions either by statute or other provision.

1    **36.3    Voluntary Layoff, Leave Without Pay or Reduction in Hours**

2           Appointing authorities may allow an employee to volunteer to be laid off, take leave  
3           without pay or reduce their hours of work in order to reduce layoffs. If it is  
4           necessary to limit the number of employees in an agency on unpaid leave at the  
5           same time, the Appointing Authority will determine who will be granted leave  
6           without pay and/or reduction in hours based upon staffing needs. Employees who  
7           volunteer to be laid off may request to have their names placed on the internal layoff  
8           list for the job classifications in which they held permanent status and/or participate  
9           in the General Government Transition Pool program.

10   **36.4    Non-Permanent and Probationary Employees**

11           Employees with permanent status will not be separated from state service through  
12           a layoff action without first being offered positions they have the skills and abilities  
13           to perform within their current job classification within the layoff unit currently  
14           held by non-permanent and probationary employees. Non-permanent employees  
15           will be separated from employment before probationary employees.

16   **36.5    Temporary Layoff – Employer Option**

17           A.       The Employer may temporarily lay off an employee for up to twenty-five  
18                      (25) calendar days per biennium due to an unanticipated loss of funding,  
19                      revenue shortfall, lack of work, shortage of material or equipment, or other  
20                      unexpected or unusual reasons. Employees will normally receive notice of  
21                      seven (7) calendar days of a temporary layoff. The Employer will not use a  
22                      temporary layoff for disciplinary purposes. WSDOT will pursue the  
23                      assignment of other regional work to affected employees prior to a  
24                      temporary layoff for lack of work.

25           B.       An employee who is temporarily laid off will not be entitled to:

26                      1.       Be paid any leave balance;

- 1                   2.     Bump to any other position; or
- 2                   3.     Be placed on the internal layoff list.
- 3           C.     A temporary layoff will not affect an employee’s periodic increment date,  
4                   will not constitute a break in service as defined by [Article 35.1](#)(A) and the  
5                   employee will continue to accrue vacation and sick leave credit at their  
6                   normal rate.

7   **36.6 Layoff Units**

- 8           A.     A layoff unit is defined as the geographical entity or  
9                   administrative/organizational unit in each agency used for determining  
10                  available options for employees who are being laid off.
- 11           B.     The layoff unit(s) for each agency covered by this Agreement are described  
12                  in Appendix B.

13   **36.7 Formal Options**

- 14           A.     Employees will be laid off in accordance with seniority, as defined in  
15                   [Article 35](#), Seniority, among the group of employees with the required skills  
16                   and abilities. Skills and abilities for layoff purposes are documented  
17                   qualifications that have been identified at least three (3) months prior to the  
18                   layoff and require a reasonable period to acquire, as determined by the  
19                   Employer. The Employer may require updated information from the  
20                   employee regarding their current skills and abilities. Employees being laid  
21                   off will be provided the following options to comparable positions in  
22                   descending order within the layoff unit:
- 23                   1.     A funded vacant position for which the employee has the skills and  
24                   abilities, within their current job classification.



- 1                    2.        A funded filled position held by the least senior employee for which  
2                    the employee has the skills and abilities, within their current job  
3                    classification.
- 4                    3.        A funded vacant or filled position held by the least senior employee  
5                    for which the employee has the skills and abilities, at the same or  
6                    lower salary range as their current permanent position, within a job  
7                    classification in which the employee has held permanent status.
- 8                    B.        Options will be provided in descending order of salary range and one (1)  
9                    progressively lower level at a time. Vacant positions will be offered prior to  
10                    filled positions.
- 11                    C.        If a job classification in which an employee has previously held status has  
12                    been abolished or revised, a crosswalk to the classification series will be  
13                    used to identify any layoff option(s). The employee must have the skills and  
14                    abilities of any identified position.
- 15                    D.        For employees who have transitioned into the IT Professional Structure on  
16                    July 1, 2019, layoff options within the layoff unit will be determined as  
17                    follows:
- 18                    1.        a.        A funded vacant position within their current permanent job  
19                    family and level for which the employee has the skills and  
20                    abilities.
- 21                               b.        A funded vacant position within another job family and level  
22                    at the same salary range for which the employee has the  
23                    skills and abilities.
- 24                    2.        a.        A funded filled position held by the least senior employee  
25                    within their current permanent job family and level for  
26                    which the employee has the skills and abilities.

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

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

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

20   **36.8 Informal Options**

21                   Employees being laid off may be offered funded vacant positions within their layoff  
22                                unit or funded vacant project positions, provided they meet the skills and abilities  
23                                required of the position and it is at the same or lower salary range as the position in  
24                                which they currently hold permanent status. The Employer may require updated  
25                                information from employees regarding their current skills and abilities.

1    **36.9    Notification to Employees with Permanent Status**

2           A.    Except for temporary layoffs as provided in [Subsection 36.5](#), employees  
3                   with permanent status will receive written notice at least fifteen (15)  
4                   calendar days before the effective layoff date. The notice will include the  
5                   basis for the layoff and any options available to the employee. The Union  
6                   will be provided with a copy of the notice.

7           B.    Except for temporary layoffs as provided in [Subsection 36.5](#), if the  
8                   Employer chooses to implement a layoff action without providing fifteen  
9                   (15) calendar days' notice, the employee will be paid their salary for the  
10                  days that they would have worked had full notice been given.

11          C.    Employees will be provided seven (7) calendar days to accept or decline, in  
12                  writing, any option provided to them. This time period will run concurrent  
13                  with the fifteen (15) calendar days' notice provided by the Employer to the  
14                  employee.

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

16    **36.10   Salary**

17           Employees appointed to a position as a result of a layoff action will have their salary  
18           determined as follows:

19          A.    Transfer or Bump

20                  An employee who accepts a transfer or bumps to another position within  
21                  their current job classification will retain their current base salary.

22          B.    Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

23                  An employee who bumps to another position with a lower salary range will  
24                  be paid an amount equal to their current salary provided it is within the  
25                  salary range of the new position. In those cases where the employee's

1 current salary exceeds the maximum amount of the salary range for the new  
2 position, the employee will be compensated at the maximum salary of the  
3 new salary range.

4 C. Appointment from an Internal Layoff List

5 1. Employees who are appointed from an internal layoff list to a  
6 position with the same salary range from which they were laid off  
7 will be paid at the same range and step that they were compensated  
8 when laid off, plus any across the board adjustments that occurred  
9 during the time they were laid off.

10 2. Employees who are appointed from an internal layoff list to a  
11 position with a lower salary range than the position from which they  
12 were laid off will be paid at the same range and step that they were  
13 receiving at the time they were laid off, provided it is within the  
14 salary range of the new position plus any across the board  
15 adjustments that occurred during the time they were laid off. In those  
16 cases where the employee's prior salary exceeds the maximum  
17 amount of the salary range for the new position, the employee will  
18 be compensated at the maximum salary of the new salary range.

19 **36.11 Transition Review Period**

20 A. The Employer will require an employee to complete a six (6) month  
21 transition review period when the employee accepts a layoff option to a job  
22 classification in which they have:

23 1. Not held permanent status,

24 2. Been appointed from the General Government Transition Pool  
25 Program, or

26 3. Been appointed from an internal layoff list.

1           B.     The Employer may extend the transition review period for an individual  
2                     employee as long as the extension does not cause the total period to exceed  
3                     twelve (12) months. Employees will receive a permanent appointment to  
4                     the position upon successful completion of the transition review period.

5           C.     The Employer may separate an employee or an employee may voluntarily  
6                     separate during the transition review period. Upon separation, and at the  
7                     employee's request, the employee's name will be placed on or returned to  
8                     the internal layoff list. The employee will remain on the list until such time  
9                     as their eligibility expires or they have been rehired. Separation during the  
10                    transition review period will not be subject to the grievance procedure in  
11                    [Article 32](#).

12   **36.12 Recall**

13           A.     The Employer will maintain an internal layoff list for each job  
14                     classification. Permanent employees who are laid off (including employees  
15                     who accept an option to a lower classification under [Section 36.7](#)) may  
16                     request to have their name placed on the list for the job classification from  
17                     which they were laid off or bumped. Additionally, employees may request  
18                     to have their name placed on the internal layoff list for all other job  
19                     classifications in which they have held permanent status. An employee will  
20                     remain on internal layoff lists for three (3) years from the effective date of  
21                     their layoff [or until the provisions of subsection 36.12B become applicable](#).

22           B.     When a vacancy occurs within an agency and when there are names on an  
23                     internal layoff list, the most senior candidate on the agency's internal layoff  
24                     list with the required skills and abilities who has indicated an appropriate  
25                     geographic availability will be appointed to the position. An employee will  
26                     remain on the internal layoff lists for other job classifications in which they  
27                     have held permanent status even if they are recalled to a lower classification.  
28                     An employee will be removed from the layoff list for a classification if they

1 are certified from the list and waives the appointment to a position two (2)  
2 times.

3 C. When the employee has accepted an option beyond a commuting distance  
4 of thirty (30) miles in lieu of separation or due to recall from layoff, the  
5 employee may request their name remain on the internal layoff list for job  
6 classifications in which the employee held permanent status with their  
7 previous work location, to assist the employee to return to their previous  
8 work location.

9 D. When filling a non-permanent vacancy through a competitive process, the  
10 employer may consider the most senior candidate from the agency's internal  
11 layoff list, within the classification, with the required skills and abilities  
12 who has indicated an appropriate geographic availability. The employee  
13 will remain on the internal layoff lists to be eligible for recall to a permanent  
14 position.

### 15 **36.13 General Government Transition Pool Program**

16 Employees who are notified that they are at risk of being laid off or have been laid  
17 off may request their names be placed into the General Government Transition Pool  
18 Program administered by the Department of Enterprise Services. When a vacancy  
19 occurs within an agency, the Employer may consider employees in the General  
20 Government Transition Pool Program along with all other candidates, all of whom  
21 must have the skills and abilities to perform the duties of a position being filled.

### 22 **36.14 Project Employment**

23 A. Project employees have layoff rights within their project. Formal options  
24 will be determined using the procedure outlined in [Section 36.7](#), above.

25 B. Permanent status employees, who left regular classified positions to accept  
26 project employment without a break in service, have layoff rights within the

1 agency in which they held permanent status to the permanent job  
2 classification they held immediately prior to accepting project employment.

3 C. Project employees who are separated from state service due to layoff, and  
4 have not held permanent status in classified service, may request their  
5 names be placed into the General Government Transition Pool Program.

6 **36.15 Seasonal Career Employment**

7 A. Seasonal career employees have layoff rights within their agency to other  
8 seasonal career positions within their layoff unit as provided in Subsection  
9 C below. Employees will be given no less than two (2) working days' notice  
10 of a layoff.

11 B. Formal options will be determined using the procedure outlined in Section  
12 36.7, above, to other seasonal career positions. Employees separated due to  
13 layoffs will be placed on a separate seasonal internal layoff list for the  
14 season in which they were laid off. Employees who have the skills and  
15 abilities to perform the duties of the position to be filled will be recalled  
16 based on seniority for other seasonal career positions.

17 C. The layoff unit for Department of Transportation seasonal employees is the  
18 county in which the seasonal employee's official duty station is located.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 4/9/2024

/s/ 4/9/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1  
2  
**ARTICLE 38**  
**MANDATORY SUBJECTS**

3 **38.1** The Employer will satisfy its collective bargaining obligation before changing a  
4 matter that is a mandatory subject. The Employer will notify the Union of these  
5 proposed changes in writing citing this Article and the Union may request  
6 discussions about and/or negotiations on the impact of these changes on employees'  
7 working conditions. The written notice requesting bargaining should include  
8 known impacts to be bargained and dates of availability. In the event the Union  
9 does not request discussions and/or negotiations within twenty-one (21) calendar  
10 days of receipt of the notice, the Employer may implement the changes without  
11 further discussions and/or negotiations. There may be emergency or mandated  
12 conditions that are outside of the Employer's control requiring immediate  
13 implementation, in which case the Employer will notify the Union as soon as  
14 possible.

15 **38.2** The parties will agree to the location and time for the discussions and/or  
16 negotiations. Each party is responsible for choosing its own representatives for  
17 these activities.

18 **38.3** When possible, the parties agree to conduct a bargaining session within thirty (30)  
19 calendar days of receipt of the request to bargain.

20 **38.4 Contracting Out**

21 In order to maintain a collaborative relationship as it pertains to the use of  
22 contracting service for work that has been historically and traditionally performed  
23 by PROTEC17 members, WSDOT agrees to provide the following information  
24 with any intent to contract notice given to PROTEC17:

- 25 1. A description of the work being contracted.
- 26 2. Any available information that may help the Union understand WSDOT's  
27 need for contracting.



- 1           3.       The estimated length and estimated amount of the contract, if known.
- 2           4.       A selection of dates and times WSDOT is available to meet with the Union.
- 3           Consistent with both the Personnel System Reform Act of 2002 and the
- 4           Construction Program Business Plan (CPBP) mandated by the Legislature in 2015,
- 5           WSDOT and PROTEC17 agree that it is in the best interest of the agency to
- 6           maintain a core workforce as outlined in the CPBP. WSDOT will make reasonable
- 7           but ambitious steps to recruit, train, and develop new and current employees to
- 8           ensure efficient and equitable succession planning and project delivery. WSDOT
- 9           will meet regularly with PROTEC17 to discuss progress being made to fulfill the
- 10          goals outlined in the CPBP.

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For the Employer

For the Union

                                /s/       9/17/2024

                                /s/       9/17/202

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1 **ARTICLE 39**

2 **LABOR/MANAGEMENT COMMUNICATION COMMITTEE**

3 **39.1 Purpose**

4 Upon agreement by the appropriate employer and union representatives, a  
5 Labor/Management Communication Committee(s) (LMCC) may be established at  
6 statewide and/or local levels of the Employer's agencies. The purpose of Labor  
7 Management Communications Committees (LMCC) ~~the committee(s)~~ is to provide  
8 continuing communication between the parties and to promote constructive  
9 labor/management relations.

10 ~~During the term of this agreement, the~~ The Employer and the Union will meet on a regular  
11 basis, as agreed between the Employer and the union quarterly – unless mutually agreed  
12 otherwise – via LMCC as described in Sections 39.1 and 39.2. LMCCs may be established  
13 ~~at statewide and/or local levels of the Employer's agencies.~~

14 **39.2 Committees**

15 If established, the committee(s) will meet, discuss and exchange information of a group  
16 nature and general interest to both parties:

17 A. Composition

18 Committees will consist of up to five (5) employer representatives and up to five  
19 (5) employee representatives. Additional staff representatives of the Union and the  
20 Employer may also attend. The Employer and Union will be responsible for the  
21 selection of their own representatives. If agreed to by both parties, additional  
22 employer and employee representatives may be added.

23 B. Participation

24 1. The Union will provide the Employer with the names of its committee  
25 members at least ten (10) calendar days in advance of the date of the  
26 meeting in order to facilitate the release of employees. The Employer will

1 release employee representatives to attend committee meetings if their  
2 absences do not cause a disruption of work.

3 2. Employees attending committee meetings during their work time will have  
4 no loss in pay. These employees may be granted reasonable travel time  
5 during their normal working hours, as determined by the Employer, to travel  
6 to and from LMCC meetings. Attendance at or travel to and from meetings  
7 during employees' non-work time will not be compensated for or  
8 considered as time worked. The Union is responsible for paying any travel  
9 or per diem expenses of employee representatives.

10 C. Meetings

11 All committee meetings will be scheduled on mutually acceptable dates and times.  
12 Agenda items will be exchanged prior to the meeting date.

13 D. Scope of Authority

14 Committee meetings will be used for discussions only, and the committee will have  
15 no authority to conduct any negotiations, bargain collectively or modify any  
16 provision of this Agreement. Nothing in this Article or any committee's activities  
17 will be subject to the grievance procedure in [Article 32](#).

18 E. Public Disclosure Requests

19 The Agency (WSDOT, WSP, or DOL) will notify the Union of any public  
20 disclosure requests the Agency receives made in regard to items discussed at  
21 LMCC meetings convened between the Agency (WSDOT, WSP, or DOL) and the  
22 Union.

23 **39.3 2025~~19~~-2027~~21~~ Master Agreement Negotiations**

24 A. Release Time

25 The Employer will provide up to sixty-four (64) person-days of paid leave for  
26 formal negotiations for union team members who are scheduled to work on the day  
27 negotiations are being conducted. After sixty-four (64) person days of formal

1 negotiations, the Union may request the parties meet and discuss additional paid  
2 release time for union team members. The Employer will approve compensatory  
3 time, vacation leave, exchange time or leave without pay, or, at the discretion of  
4 their supervisor, an employee may be allowed to adjust their work hours for all  
5 remaining formal negotiation sessions and for all travel to and from the sessions for  
6 union members, provided the absence of the employee for negotiations does not  
7 create significant and unusual coverage issues. Per diem and travel expenses will  
8 be paid by Local 17 for union team members. No overtime, compensatory time or  
9 exchange time will be incurred as a result of negotiations and/or travel to and from  
10 negotiations.

11 B. Confidentiality/Media Communication

12 Bargaining sessions will be closed to the press and the public unless agreed upon  
13 otherwise by the chief spokespersons. No proposals will be placed on the parties'  
14 websites. The parties are not precluded from generally communicating with their  
15 respective constituencies about the status of negotiations while they are taking  
16 place. There will be no public disclosure or public discussion of the issues being  
17 negotiated until resolution or impasse is reached on all issues submitted for  
18 negotiations.

19 C. Public Disclosure Requests

20 The OFM State Human Resources Labor Relations Section (LRS) will notify the  
21 Union of any public disclosure requests the LRS receives made in regard to master  
22 agreement negotiations convened between the LRS and the Union.

23 **39.4 Demand to Bargain – Release Time and Travel**

24 A. The Employer will approve paid release time for up to three (3) employee  
25 representatives who are scheduled to work during the time negotiations are being  
26 conducted. The Employer will approve compensatory time, vacation leave,  
27 exchange time or leave without pay for additional employee representatives  
28 provided the absence of the employee does not create significant and unusual

1 coverage issues. The Union will provide the Employer with the names of its  
2 employee representatives at least ten (10) calendar days in advance of the date of  
3 the meeting.

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

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

9 D. The Union is responsible for paying any travel or per diem expenses of employee  
10 representatives. Employee representatives may not use state vehicles to travel to  
11 and from a bargaining session, unless authorized by the agency for business  
12 purposes.

13 ~~39.5 — Labor Management Communications Committee — WSDOT~~

14 ~~During the term of this agreement, the Employer and the Union will meet quarterly via~~  
15 ~~LMCC as described in Sections 39.1 and 39.2. A re-occurring agenda item will be an~~  
16 ~~update on project delivery, in addition to any other mutually agreed upon topics.~~

**TENTATIVE AGREEMENT REACHED**

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For the Employer

For the Union

/s/ 4/25/2024

/s/ 4/25/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
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Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

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**ARTICLE 40**  
**UNION MEMBERSHIP AND PAYROLL DEDUCTION**

**40.1 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union’s exclusive representation status, and will notify the Union when the appointment is made if the employee will not attend a New Employee Orientation. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will make a reasonable effort to notify employees of their union status upon change in appointment.

**40.2 Union Membership and Dues Deduction**

When the Union provides written notice of an employee’s authorization for the deduction of membership dues to the Employer, the Employer agrees to deduct from the employee’s salary, an amount equal to dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union’s official headquarters each pay period.

**40.3 Voluntary Deductions**

When an employee provides written authorization to the Employer and the Union, the Employer shall provide for automatic payroll deduction from the employee’s salary to the Union. The amount shall be designated by the employee on the authorization form.

The parties agree this Section satisfies the Employer’s obligations and provides for the deduction authorized under [RCW 41.04.230](#).

1    **40.4    Revocation**

2           A.     An employee may revoke their authorization for payroll deduction of  
3                    payments to the Union by written notice to the Union. The cancellation will  
4                    become effective upon the Employer’s receipt of the revocation from the  
5                    Union no later than the second payroll after receipt of the notice.

6           B.     Upon promotion or transfer to a position outside the bargaining unit, the  
7                    Employer agrees to stop deducting dues from the employee’s paycheck.  
8                    This shall be effective the second paycheck after the promotion or transfer,  
9                    but no later than the third paycheck after the promotion or transfer.

10   **40.5    Indemnification**

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

15   **40.6    Bargaining Unit Lists**

16           A.     By August 1st of each calendar year, the Employer will provide the Union  
17                    with a list of all employees in the bargaining units coded for Local 17 dues  
18                    deductions within Local 17 job classifications (Appendix A). The list may  
19                    be written or sent electronically and will contain the personnel area title,  
20                    employee’s name, employee’s address, job classification title, personnel  
21                    number, organizational code and work county, union deduction code, work  
22                    contract type, employee group, personnel sub-area title, work phone number  
23                    (if available), work e-mail address (if available), and physical work  
24                    location. The report will also include dues deduction amount, dues  
25                    deduction start date and dues deduction end date.

26           B.     Twice per month, the Employer will provide the Union with a list of all  
27                    employees who have been appointed to, separated from, or moved out of

1 the bargaining units. The list may be written or sent electronically and will  
2 contain the personnel area title, personnel number, employee's name,  
3 employee's address, job classification title, organizational code and work  
4 county, personnel sub-area title work phone number (if available), work e-  
5 mail address (if available), physical work location, effective date of the  
6 action, action type code and description, action reason and description, and  
7 union deduction code.

8 C. Upon request, the Employer will provide reports listing all bargaining unit  
9 members including classification, employee's name, employee's address,  
10 organizational code, work county, work contract type, employee group,  
11 work phone number (if available), work e-mail address (if available),  
12 physical work location and any other information necessary to determine  
13 non-permanent appointment status.

14 D. In addition to the annual and quarterly reports provided in Subsection 40.6  
15 A and B, the Employer and/or covered agencies will provide the Union with  
16 a document listing the numeric codes used in the reports along with their  
17 associated meanings. The Employer and/or covered agencies will provide  
18 the Union with updates of this document whenever changes or revisions to  
19 the document are made.

20



1           E.       The Employer will cooperate with the Union to facilitate the process of  
2                   obtaining the reports listed in paragraphs A-D above and will make a good  
3                   faith effort to ensure that the reports are accurate and timely.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

\_\_\_\_\_  
/s/           9/18/2024

\_\_\_\_\_  
/s/           9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

4



1     **42.2   “SP” Pay Range Assignments**

2           A.     Effective July 1, ~~2023~~2025, each classification represented by the Union  
3                   will continue to be assigned to the same salary range of the “SP” Range  
4                   Salary Schedule – Effective January 1, ~~2023~~2025, through June 30,  
5                   ~~2023~~2027, that it was assigned on June 30, ~~2023~~2025. Effective July 1,  
6                   ~~2023~~2025, each employee will continue to be assigned to the same range  
7                   and step of the “SP” Range Salary Schedule that they were assigned on June  
8                   30, 2023.

9           B.     All employees will progress to Step M six (6) years after being assigned to  
10                  Step L in their permanent salary range. The Employer may increase an  
11                  employee’s step to Step M to address issues related to recruitment, retention  
12                  or other business needs.

13          C.     Effective July 1, ~~2023~~2025, all salary ranges and steps of the “SP” Range  
14                  Salary Schedule will be increased by ~~four~~three percent (~~4~~3%) as shown in  
15                  Compensation Appendix B. This salary increase is based on the General  
16                  Service Salary Schedule in effect on June 30, ~~2023~~2025.

17          D.     Effective July 1, ~~2024~~2026, all salary ranges and steps of the “SP” Range  
18                  Salary Schedule will be increased by ~~three~~two percent (~~3~~2%), as shown in  
19                  Compensation Appendix B. This salary increase is based on the General  
20                  Service Salary Schedule in effect on June 30, ~~2024~~2026.

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

25     **42.3   Pay for Performing the Duties of a Higher Classification**

26           A.     Employees who are temporarily assigned the full scope of duties and  
27                  responsibilities for more than fifteen (15) calendar days to a higher level

1 classification whose salary range maximum is less than fifteen percent  
2 (15%) higher than the salary range maximum of the former class will be  
3 notified in writing and will be advanced to a step of the range for the new  
4 class which is nearest to five percent (5%) higher than the amount of the  
5 pre-promotional step. The increase will become effective on the first day  
6 the employee was performing the higher- level duties.

7 B. Employees who are temporarily assigned the full scope of duties and  
8 responsibilities for more than fifteen (15) calendar days to a higher level  
9 classification whose salary range maximum is fifteen percent (15%) or more  
10 higher than the salary range maximum of the former class will be notified  
11 in writing and will be advanced to a step of the range for the new class which  
12 is nearest to ten percent (10%) higher than the amount of the pre-  
13 promotional step. The increase will become effective on the first day the  
14 employee was performing the higher-level duties.

15 C. Licensing Services Representatives Temporary Assignment of Supervisory  
16 Duties

17 When an employee is assigned to perform all of the supervisory duties of  
18 an LSR3 or LSR4 for ~~six~~ four (64) hours or more during the work shift, the  
19 employee will be compensated at the appropriate supervisory rate for the  
20 work shift(s) worked. Where possible, such appointments will be rotated  
21 among qualified LSR2 employees. This does not preclude LSR2s from  
22 performing supervisory functions in a training mode for career development  
23 purposes.

24 D. WSP Only

25 When an employee is assigned to perform the full scope of duties and  
26 responsibilities of a higher level classification for more than seven (7)  
27 calendar days, the employee will be compensated at the applicable step and  
28 range of that classification.

1    **42.4   Establishing Salaries for New Employees and New Classifications**

2           A.    The Employer will assign newly hired employees to the appropriate range  
3                   and step of the appropriate State Salary Schedules as described in  
4                   Compensation Appendices A, B, C and D, attached.

5           B.    In the event the Employer creates new classifications during the term of this  
6                   Agreement, the parties may meet to discuss the assignment of new  
7                   bargaining unit classes or the reassignment of existing bargaining unit  
8                   classes to pay ranges.

9    **42.5   Periodic Increases**

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

12           A.    For an employee hired prior to July 1 2005, the employee's periodic  
13                   increment date as of June 30, 2005, is retained. Employees will receive a  
14                   two (2) step increase to base salary annually, on their periodic increment  
15                   date, until they reach the top step of the pay range.

16           B.    Employees who are hired on or after July 1, 2005, at the minimum step of  
17                   their pay range will receive a two (2) step increase to base salary following  
18                   completion of six (6) months of continuous service and the date they receive  
19                   that increase will be the employee's periodic increment date. Thereafter,  
20                   employees will receive a two (2) step increase annually, on their periodic  
21                   increment date, until they reach the top of the pay range.

22           C.    Employees who are hired on or after July 1, 2005, above the minimum step  
23                   of the pay range will receive a two (2) step increase to base salary following  
24                   completion of twelve (12) months of continuous service, and the date they  
25                   receive that increase will be the employee's periodic increment date.  
26                   Thereafter, employees will receive a two (2) step increase annually, on their  
27                   periodic increment date, until they reach the top of the pay range.

1 D. Employees who are appointed to another position with a different salary  
2 range maximum will retain their periodic increment date and will receive  
3 step increases in accordance with paragraphs A-C above.

4 E. Seasonal career/cyclic employees periodic increment dates will be adjusted  
5 for time not worked.

6 **42.6 Salary Assignment Upon Promotion**

7 A. Employees promoted to a position in a class whose salary range maximum  
8 is less than fifteen percent (15%) higher than the salary range maximum of  
9 the former class will be advanced to a step of the range for the new class  
10 which is nearest to five percent (5%) higher than the amount of the pre-  
11 promotional step. The Appointing Authority may approve an increase  
12 beyond this minimum requirement, not to exceed the maximum of the salary  
13 range.

14 B. Employees promoted to a position in a class whose salary range maximum  
15 is fifteen percent (15%) or more higher than the salary range maximum of  
16 the former class will be advanced to a step of the range for the new class  
17 which is nearest to ten percent (10%) higher than the amount of the pre-  
18 promotional step. The Appointing Authority may approve an increase  
19 beyond this minimum requirement, not to exceed the maximum of the salary  
20 range.

21 C. Geographic Adjustments

22 The appointing authority may authorize more than the step increases  
23 specified in Subsections A and B, above, when an employee's promotion  
24 requires a change of residence to another geographic area to be within a  
25 reasonable commuting distance of the new place of work. Such an increase  
26 may not result in a salary greater than the range maximum.

1    **42.7   Salary Increases to Enhance Recruitment or Address Retention**

2           A.    The Employer may adjust an employee’s base salary within their salary  
3                   range to address issues that are related to recruitment, retention, or other  
4                   business related reasons. Such an increase may not result in a salary greater  
5                   than step M of the range.

6           B.    Additional Premiums and Lump Sum Recruitment or Retention Payments

7                   An employee may not receive more than fifteen percent of their annual base  
8                   salary over a twelve (12) month period under the provisions of this  
9                   subsection B.

10           1.    Within resources available for this purpose, the employer, at its sole  
11                   discretion, may authorize a premium of up to fifteen percent (15%)  
12                   added to the base salary to support the recruitment or retention of  
13                   the incumbent or candidate for a specific position.

14           2.    Within resources available for this purpose, the employer, at its sole  
15                   discretion, may authorize a lump sum recruitment or retention  
16                   payment. In advance of authorizing a lump sum recruitment or  
17                   retention payment, the employer must establish express conditions  
18                   in writing for the payment. The conditions must include a specified  
19                   period of employment or continued employment. Any lump sum  
20                   payment under this subsection must only be made after services  
21                   have been rendered in accordance with conditions established by the  
22                   employer and become part of the employee’s annual compensation  
23                   for work performed prior to receipt of any funds.

24                   Any additional pay granted under this subsection B is a premium that is not part of  
25                   base salary. The premium is to be used only as long as the circumstances it is based  
26                   on are in effect. Base salary for purposes of this premium pay is the dollar amount  
27                   of the salary within the salary range.

1     **42.8    Demotion**

2           An employee who voluntarily demotes to another position with a lower salary range  
3           maximum will be placed in the new range at a salary equal to their previous base  
4           salary. If the previous base salary exceeds the new range, the employee’s base  
5           salary will be set equal to the new range maximum.

6     **42.9    Transfer**

7           A transfer is defined as an employee-initiated move of an employee from one (1)  
8           position to another position within or between agencies in the same class or a  
9           different class with the same salary range maximum. Transferred employees will  
10          retain their current base salary.

11    **42.10 Reassignment**

12          Reassignment is defined as an agency-initiated move of an employee within the  
13          agency from one (1) position to another in the same class or a different class with  
14          the same salary range maximum. Upon reassignment, an employee retains their  
15          current base salary.

16    **42.11 Reversion**

17          Reversion is defined as voluntary or involuntary movement of an employee during  
18          the trial service period to the class the employee most recently held permanent  
19          status in, to a class in the same or lower salary range, or separation placement onto  
20          the employer’s internal layoff list. Upon reversion, the base salary of the employee  
21          will be set at the range and step the employee would be at if they had not left the  
22          original position, including any periodic increases or other adjustments.

23    **42.12 Elevation**

24          Elevation is defined as restoring an employee to the higher classification, with  
25          permanent status, which was held prior to being granted a demotion or to a class



1 that is between the current class and the class from which the employee was  
2 demoted. Upon elevation, an employee's salary will be determined in the same  
3 manner that is provided for promotion in [Section 42.6](#), above.

#### 4 **42.13 Part-Time Employment**

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

#### 8 **42.14 Callback**

##### 9 A. Work Preceding or Following a Scheduled Work Shift

10 Overtime-eligible shift employees, overtime-eligible engineering  
11 employees, LSRs, and employees in all overtime-eligible CVD  
12 classifications will be notified prior to their scheduled quitting time either  
13 to return to work after departing the worksite or to change the starting time  
14 of their next scheduled work shift.

15 1. Lack of such notice for such work will be considered callback and  
16 will result in a penalty of three (3) hours of pay at the basic salary in  
17 addition to all other compensation due, [or may be taken as](#)  
18 [compensatory time at the discretion of the employee](#). This penalty  
19 will apply to each call.

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

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

##### 25 B. Work on Scheduled Days Off or Holidays

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

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

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

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

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

19 D. Emergency Schedule Changes - Department of Transportation

20 If the Employer makes an emergency schedule change as defined in [Article](#)  
21 [6.3](#), Hours of Work, the affected employee will receive a penalty payment  
22 of three (3) hours pay at the basic salary, per occurrence, in addition to all  
23 other compensation due.

24 **42.15 Shift Premium**

25 A. For purposes of this Section, the following definitions apply:





1                   2.     The agency requires the employee to be prepared to report  
2                                 immediately for work if the need arises, although the need might not  
3                                 arise.

4           B.     Standby status will not be concurrent with work time.

5           C.     When the nature of a work assignment confines an employee during off duty  
6                                 hours and that confinement is a normal condition of work in the employee's  
7                                 position, standby compensation is not required merely because the  
8                                 employee is confined.

9           D.     Overtime-eligible employees on standby status will be compensated at a  
10                                rate of seven percent (7%) of their hourly base salary for time spent in  
11                                standby status.

12          E.     Overtime-exempt employees will be compensated twenty-five dollars  
13                                (\$25.00) for each day spent in standby status. A day is defined as a twenty-  
14                                four (24) hour period beginning on the first hour an employee is assigned  
15                                standby status.

16   **42.17 Relocation Compensation**

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

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

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

24          B.     If the employee receiving the relocation payment terminates or causes  
25                                termination of that employment with the state within one (1) year of the date

1 of employment, the state will be entitled to reimbursement for the moving  
2 costs which have been paid and may withhold such sum as necessary from  
3 any amounts due to the employee. Termination as a result of layoff or  
4 disability separation will not require the employee to repay the relocation  
5 compensation.

6 **42.18 Salary Overpayment Recovery**

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

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

13 B. Method of Payback

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

- 16 a. Voluntary wage deduction;
- 17 b. Cash; or
- 18 c. Check.

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

23 3. If the employee fails to choose one (1) of the three (3) options  
24 described above, within the timeframe specified in the agency's

1 written notice of overpayment, the agency will deduct the  
2 overpayment owed from the employee's wages. This overpayment  
3 recovery will take place over a period of time equal to the number  
4 of pay periods during which the overpayment was made.

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

7 C. Appeal Rights

8 Any dispute concerning the occurrence or amount of the overpayment will  
9 be resolved through the grievance procedure in [Article 32](#) of this  
10 Agreement.

11 **42.19 Assignment Pay Provisions**

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

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

18 B. Classes approved for Assignment Pay have the letters "AP" appearing after  
19 their class title in the compensation plan. All Assignment Pay rates and  
20 Special Pay Ranges and Notes are attached as Compensation Appendices C  
21 and D to this Agreement.

22 **42.20 Dependent Care Salary Reduction Plan**

23 The Employer agrees to maintain the current dependent care salary reduction plan  
24 that allows eligible employees, covered by this Agreement, the option to participate

1 in a dependent care reimbursement program for work-related dependent care  
2 expenses on a pretax basis as permitted by federal tax law or regulation.

3 **42.21 Pretax Health Care Premiums**

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

7 **42.22 Medical/Dental Expense Account**

8 The Employer agrees to allow insurance eligible employees, covered by this  
9 Agreement, to participate in a medical and dental expense reimbursement program  
10 to cover co-payments, deductibles and other medical and dental expenses, if  
11 employees have such costs, or expenses for services not covered by health or dental  
12 insurance on a pretax basis, as permitted by federal tax law or regulation.  
13 Employees may participate to the maximum amount allowable by federal law.

14 **42.23 Voluntary Separation Incentives – Voluntary Retirement Incentives**

15 Agencies will have the discretion to participate in a Voluntary Separation Incentive  
16 Program or a Voluntary Retirement Incentive Program, if such program is provided  
17 for in the ~~2023-2025~~2025-2027 operating budget. Such participation must be in  
18 accordance with the program guidelines. Program incentives or offering of such  
19 incentives are not subject to the grievance procedure.

20



1    **42.24 Premium Pay**

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

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

\_\_\_\_\_/s/ 9/18/2024

\_\_\_\_\_/s/ 9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

6

1

## ARTICLE 43

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:

10

11

12

13

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

18

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

22

23

24

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~~<sup>4</sup> and again in January 202~~7~~<sup>5</sup>, the Employer will make  
26 available ~~two~~ three hundred ~~fifty~~ dollars (~~\$300~~ 250) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member  
2 represented by a Union in the Coalition described in RCW 41.80.020(3),  
3 who meets the criteria in Subsection X.5 B below.

4 B. In accordance with IRS regulations and guidance, the Employer FSA funds  
5 will be made available for a Coalition bargaining unit employee who:

6 1. Is occupying a position that has an annual full-time equivalent base  
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty four thousand, five  
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~  
9 (\$68,004.00) or less on November 1 of the year prior to the year the  
10 Employer FSA funds are being made available; and

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

17 3. Hourly employees' annual base salary shall be the base hourly rate  
18 multiplied by two thousand, eighty-eight (2,088).

19 4. Base salary excludes overtime, shift differential and all other  
20 premiums or payments.

21 C. An ~~medical~~ FSA will be established for all employees eligible under this  
22 Section who do not otherwise have one. An employee who is eligible for  
23 Employer FSA funds may decline this benefit but cannot receive cash in  
24 lieu of this benefit.

25 D. The provisions of the State's salary reduction plan will apply. In the event  
26 that a federal tax that takes into account contributions to an FSA is imposed



1 **ARTICLE 46**

2 **WSP RESIDENCY REQUIREMENT**

3 **46.1 Applicability**

4 This Article applies only to WSP Bargaining Units.

5 **46.2 Employees Subject to Emergency Call Out But Not Assigned A State Vehicle**

6 A. Employees who, because of the nature of their duties, may be subject to emergency  
7 call-out, will be allowed to live seventy-five (75) miles from their assigned duty  
8 station; exceptions will be made by mutual agreement.

9 B. ~~The Internet website~~ Google (shortest route) will be the official measurement of the  
10 distance from the assigned duty station to the employee's residence. If Google does  
11 not recognize a street name or address, the employee will be responsible for finding  
12 the nearest address that Google does recognize and then driving the remaining  
13 distance with their supervisor to determine whether the residence is within the  
14 seventy-five (75) mileage limitation;

15 C. The mileage determination on Google will not contain water (ferry) miles, airline,  
16 straight line or any other method of mileage measurement other than all-season  
17 maintained streets recognized by Google. In the case of a new street, the employee  
18 will have to get a determination from their supervisor whether the street meets the  
19 definition of an all season maintained street, road, highway, etc.; ~~and~~

20 D. This Section will not affect anyone who has been previously approved for a waiver  
21 of the mileage limitations; however, if an individual moves from their previously  
22 approved residence, the new residence location must comply with this Article.

23 **46.3 Employees With Assigned Take-Home Vehicles**

24 A. Employees with assigned take-home vehicles shall live within forty-five (45) miles  
25 of their assigned ~~district, division, or~~ duty station. Exceptions for compliance

1 review, ~~and~~ safety auditor positions, and interior positions may be approved upon  
2 mutual agreement between the Employer and the employee.;

3 B. ~~The Internet website~~ Google (fastest route) will be the official measurement of the  
4 distance from the ~~division, district or~~ assigned duty station, to the employee's  
5 residence. If Google does not recognize a street name or address, the employee will  
6 be responsible for finding the nearest address that Google.com does recognize and  
7 then driving the remaining distance with their supervisor to determine whether the  
8 residence is within the mileage limitations.;

9 C. The mileage determination on Google will not contain water (ferry) miles, airline,  
10 straight line or any other method of mileage measurement other than all-season,  
11 paved, maintained streets recognized by Google that are generally open, passable,  
12 and available to be used by bargaining unit members to travel to and from their  
13 division, district or assigned duty station at the beginning and end of each shift  
14 twelve (12) months each year. In the case of a new street, the employee will have  
15 to get a determination from their supervisor as to whether the street meets the  
16 definition of an all-season, maintained, paved street, road, highway, etc.;

17 D. Any employee who decides to take advantage of the terms of this Article will be  
18 required to send an Interoffice Communication (IOC) through the chain-of-  
19 command, which must be approved by the Bureau Director before moving.;

20 E. The IOC will provide notice of the intent to move to a residence under the terms of  
21 this Article, accompanied by a copy of the Google map showing that the new  
22 residence complies with the terms of this Article.

23

1 **46.4 Compliance**

2 Employees will have one-hundred twenty (120) calendar days from the date of transfer,  
3 appointment, or promotion to comply with these guidelines.

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/ 4/9/2024

/s/ 4/9/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

5





1 for bargaining. Any additions to this Agreement shall be in writing and signed by  
2 the Employer and the Union.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 4/9/2024

/s/ 4/9/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

3

1                                   **A.     MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3   **THE WASHINGTON STATE PATROL**  
4   **AND**  
5                                   **THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**  
6

7 This Memorandum of Understanding (MOU) between the Washington State Patrol (the  
8 Employer) and the Professional and Technical Employees Local 17 (the Union) applies  
9 only to the Washington State Patrol (WSP) Commercial Vehicle Enforcement Officer  
10 (CVEO) positions.

11 Given the desire of the parties to hire new employees and transfer current employees in  
12 order to satisfy unprecedented recruitment needs for the CVEO classification,  
13 acknowledging the difficulty of making new appointments to the classification then  
14 scheduling employees for the CVEO Basic Academy at the State facility, and  
15 acknowledging the Employer's need to assess the performance of employees after  
16 completing the CVEO Basic Academy training, the parties agree to amend the Probation  
17 Period and Trial Service Period language in Article 4.12 A and B as follows:

18               1.     All personnel appointed to the CVEO classification will be placed as soon  
19                       as possible after appointment, upon completion of all pre-requisite course  
20                       work, into the next available CVEO Basic Academy class, but no later than  
21                       twelve (12) months after initial appointment or as extended by mutual  
22                       agreement by the Union, and

23               2.     All employees appointed to a CVEO position will serve a probationary or  
24                       trial service period. The probation or trial service period of each employee  
25                       will be considered complete no more than six (6) months after completion  
26                       of the CVEO Basic Academy class or twelve (12) months from appointment  
27                       date, whatever comes later. All other provisions of Article 4.12 apply.

28 The provisions of this MOU become effective for appointments made on or after this date  
29 and expires on June 30, ~~2025~~2027.

1 Dated September ~~22, 2022~~30, 2024.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/30/2024

/s/ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

2

**~~B. — MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND~~**

**~~THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17~~**

~~This Memorandum of Understanding (MOU) between the Washington State Patrol (WSP) and the Professional and Technical Employees Local 17 (Local 17) applies to the Communication Officer 1s (CO1), Communication Officer 2s (CO2) and Communication Officer Assistants (COA).~~

~~Overtime in District 2 (D2) will be offered in the following order:~~

- ~~1. — D2 part-time (intermittent and tandem) CO1s;~~
- ~~2. — D2 full-time COAs, CO1s and CO2s;~~
- ~~3. — Statewide part-time (intermittent and tandem) CO1s from other districts, full-time COAs, CO1s and CO2s as operationally needed.~~

1 ~~The provision of this MOU will expire on June 30, 2025.~~

2 ~~Dated September 22, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM  
Lead Negotiator~~

~~Sarah Lorenzini, Protec17  
Lead Negotiator~~

3

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

~~/s/~~ 9/30/2024

~~/s/~~ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

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~~C. — MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION  
(OFM/LRS)  
AND  
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17~~

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

~~I. — Definitions~~

~~The parties agree to the following terms and explanations for the purposes of  
implementation of the new IT Professional Structure.~~

<del>Term</del>	<del>Explanation</del>
<del>Job Family</del>	<del>A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.  <u>IT Families include:</u> Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.</del>
<del>Level</del>	<del>The measure of complexity of work performed.  <u>IT Levels include:</u> Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager</del>
<del>Allocation</del>	<del>The assignment of a position to a job family and level.</del>

<del>Reallocation</del>	<del>The assignment of a position to a different lever and/or job family.</del>
<del>Class, — Class, — and Classification — (where used in reference to job classification)</del>	<del>Where these terms are used in the CBA, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by “or job family/ies and level/s.”</del>

1

2



1 **~~H. Impacts~~**

2 ~~A. The following conditions of employment will not change because a position~~  
3 ~~is being transitioned into the new IT Professional Structure:~~

4 ~~i. The determination of a position as overtime-eligible or overtime-~~  
5 ~~exempt;~~

6 ~~ii. Required licensure and/or certifications;~~

7 ~~iii. The designation of a position as “required personnel” or “emergency~~  
8 ~~employee”;~~

9 ~~iv. The grievance procedure, as outlined in Article 32 of the CBA;~~

10 ~~v. The eligibility for and/or receipt of existing assignment pays;~~

11 ~~vi. Status as a non-permanent, on-call, in-training, project,~~  
12 ~~seasonal/cyclic, trial service, transition review or probationary~~  
13 ~~employee;~~

14 ~~vii. Non-permanent, on-call, in-training, project, season/cyclic, trial~~  
15 ~~service, transition review or probationary period.~~

16 ~~B. Formal Layoff Options for employees who have transitioned into the IT~~  
17 ~~Professional Structure on July 1, 2019 will be in accordance with~~  
18 ~~Attachment 1 to the MOU.~~

19 ~~C. Consistent with Article 38, Mandatory Subjects, the Employer will provide~~  
20 ~~notice of any proposed changes resulting in bargaining unit work leaving~~  
21 ~~the bargaining unit.~~

22 **~~III. Compensation~~**

23 ~~A. The parties agree that the chart in Attachment 2 to this MOU reflects the IT~~  
24 ~~Professional Structure, its job families and levels, and the assigned salary~~

1 ~~ranges effective July 1, 2019. The chart in Attachment 3 to this MOU~~  
2 ~~reflects the steps within those ranges effective July 2, 2019.~~

3 ~~B. Employees reallocated into the IT Professional Structure on July 1, 2019~~  
4 ~~will have their initial salary determined as follows:~~

5 ~~i. In those cases where the employee's current salary exceeds the~~  
6 ~~maximum amount of the salary range for the new position, the~~  
7 ~~employee will continue to be compensated at the salary they were~~  
8 ~~receiving prior to the reallocation downward, until such time as the~~  
9 ~~employee vacated the position or their salary falls within the new~~  
10 ~~salary range.~~

11 ~~ii. All other employees will have their salary in effect as of June 30,~~  
12 ~~2019 increased by 2.5% (two and one-half percent). Effective July~~  
13 ~~1, 2019 these employees will transition to the assigned range and~~  
14 ~~step on the IT salary schedule for their family and level that is~~  
15 ~~nearest to, but no less than, their adjusted salary, except that no~~  
16 ~~employee will be placed higher than Step M on the new salary~~  
17 ~~schedule.~~

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

21 ~~C. Question #16 of the Step M Q&A applies to positions transitioned due to~~  
22 ~~the implementation of the IT Professional Structure.~~

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

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

~~D. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.~~

~~E. Subject to legislative approval, this agreement will take effect July 1, 2019.~~

~~Dated May 21, 2019~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM  
Lead Negotiator~~

~~Sarah Lorenzini, Protec17  
Lead Negotiator~~

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/30/2024

/s/ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

11





1                                   **D.     MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3                                   **THE STATE OF WASHINGTON**  
4   **AND**  
5                                   **PROTEC17**

6   **SHARED COMMITMENTS**

7     **Dual Language**

8     The parties recognize and appreciate the value provided to the State by employees who  
9     provide dual language services as part of their assigned job responsibilities. The parties  
10    agree to continue to partner by engaging in conversations, both in LMCC's and as agencies  
11    create and revise their administrative policies.

12    Either party at any time can request a Labor Management Communication Committee  
13    meeting to discuss the topics outlined in this Memorandum of Understanding. This MOU  
14    expires on June 30, ~~2025~~2027.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/           7/23/2024

/s/           7/23/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

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1                                   **E.     MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3   **THE STATE OF WASHINGTON**  
4   **AND**  
5   **PROTEC17**

6   **Diversity, Equity and Inclusion**

7     The State of Washington and PROTEC17 recognized the need to embrace workforce  
8     diversity, equity, and inclusion, through the elimination of barriers to growth and  
9     opportunity, allowing each employee to contribute their full measure of talent, and building  
10    our capacity to deliver innovative, effective, and culturally relevant services to all the  
11    people of Washington.

12    At the request of the Governor, agencies throughout the State of Washington will be  
13    engaged in efforts to reassess training, policy compliance, and data reporting toward the  
14    goal of ensuring a respectful, diverse, equitable, and inclusive work environment.  
15    PROTEC17 is a vital partner in reaching this goal. The parties recognize there is important  
16    work to be done collectively to achieve diversity, equity, and inclusion and are committed  
17    to creating a positive work environment where employees are its most valuable resource.

18    To that end, as agencies modify their policies to support this work, PROTEC17, whether  
19    through informal discussions at UMCC or LMC meetings, or through other more formal  
20    notice, will be provided an opportunity to review and give input on these changes before  
21    they are adopted by the agencies.

22    Nothing in this Memorandum of Understanding should be construed as a waiver of the  
23    rights and obligations of either party as it relates to mandatory subjects.

24    This Memorandum of Understanding is not subject to the grievance procedure.

- 1 This Memorandum of Understanding will become effective on the date of final signature
- 2 of the parties and shall expire on June 30, ~~2025~~2027.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 6/20/2024

/s/ 6/20/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17



1 MEMORANDUM OF UNDERSTANDING

2 BETWEEN

3 THE STATE OF WASHINGTON

4 AND

5 PROTEC17

6 **Article 40, Union Membership and Payroll Deduction**

7 This Memorandum of Understanding (MOU) is between the State of Washington and the  
8 Technical and Professional Employees Local 17 (PROTEC17).

9  
10 In accordance with Article 40.6 of the parties' collective bargaining agreement (CBA), the  
11 Employer will provide the Union with a list of employees in the bargaining units coded for  
12 PROTEC17 dues deductions within PROTEC17 job classifications (Appendix A).

13  
14 Should changes be made to the Employer's systems that make it possible to provide PROTEC17  
15 with the personal e-mails and personal phone numbers of employees to the Union, efforts will be  
16 made to begin providing this information to PROTEC17 in accordance with Article 40.6.

17  
18 The provisions of this MOU will expire on June 30, 2027<sup>5</sup>.

19 **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/ 5/22/2024

/s/ 5/22/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sara Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1                                    **G. — MEMORANDUM OF UNDERSTANDING**  
2    **BETWEEN**  
3    **THE STATE OF WASHINGTON**  
4    **AND**  
5    **PROTEC17**

6    **COVID-19 Vaccination**

7 ~~Employees who provide proof of up-to-date vaccination, to include boosters, may receive~~  
8 ~~a one-time lump sum payment.~~

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

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

16 ~~The lump sum payment will be reflected in the employee’s paycheck, subject to all required~~  
17 ~~state and federal withholdings and be provided as soon as practicable based on their~~  
18 ~~agency’s Human Resources and/or payroll processes.~~

19                    ~~A. — Bargaining unit employees will only receive one lump sum payment~~  
20                    ~~regardless of if they occupy more than one position within State~~  
21                    ~~government. Eligibility for the lump sum payment will be:~~

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

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

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

5 **Dated September 20, 2022**

For the Employer

For the Union

/s/

/s/

Tanya Aho, OFM  
Lead Negotiator

Sarah Lorenzini, Protec17  
Lead Negotiator

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/ 9/30/2024

/s/ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

7

1                                   **H. — MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3   **THE STATE OF WASHINGTON**  
4   **AND**  
5   **PROTEC17**

6                                   **Implementing Recognition and Retention Lump Sum Payment**

7   ~~This Memorandum of Understanding (MOU) by and between Washington State~~  
8   ~~(Employer), the Washington State Office of Financial Management, State Human~~  
9   ~~Resources, Labor Relations Section, and PROTEC17 is entered into for the purposes of~~  
10 ~~implementing a recognition lump sum payment.~~

11           A. — ~~In recognition of the service state employees have provided the citizens of~~  
12           ~~Washington throughout the COVID pandemic and the need to retain critical~~  
13           ~~state employees in all state agencies; a one-time bonus will be provided.~~  
14           ~~Effective July 1, 2023, bargaining unit employees will be eligible to receive~~  
15           ~~a one-time lump sum payment of one thousand dollars (\$1,000.00) if they~~  
16           ~~meet the following condition:~~

17                   1. — ~~Was hired on or before July 1, 2022 and still employed on July 1,~~  
18                   ~~2023 and did not experience a break in service. Employees who~~  
19                   ~~meet the definition of career seasonal are not considered to have a~~  
20                   ~~break in service.~~

21           B. — ~~The lump sum bonus will be reflected within the employee's paycheck~~  
22           ~~subject to all required state and federal withholdings and will be paid no~~  
23           ~~earlier than July 25, 2023. The one-time bonus will not be subject to union~~  
24           ~~dues or other union fees.~~

25           C. — ~~Bargaining unit employees will only receive one lump sum payment~~  
26           ~~regardless, of whether they occupy more than one position within State~~  
27           ~~government or higher education.~~

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~~a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.~~

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

~~D. The amount of the lump sum payment for part time and on call employees will be proportionate to the number of hours the part time employee was in pay status during fiscal year 2023 in proportion to that required for full time employment.~~

~~1. For employees who hold more than one part time and/or on call position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).~~

1 ~~The provisions contained in this MOU become effective on July 1, 2023. This MOU shall~~  
2 ~~expire on July 30, 2023.~~

3 ~~Dated September 20, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM  
Lead Negotiator~~

~~Sarah Lorenzini, Protec17  
Lead Negotiator~~

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/~~ 9/30/2024

~~/s/~~ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

5

1 **I. — MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE STATE OF WASHINGTON**  
4 **AND**  
5 **PROTEC17**

6 ~~PERC-facilitated Interest-Based Labor Management Communications Committee~~  
7 ~~Meetings~~

8 ~~The State of Washington and PROTEC17 agree that several items discussed during the~~  
9 ~~2023-2025 bargaining cycle remain unresolved. In order to expedite the ratification~~  
10 ~~process, the parties agree to work with the Public Employment Relations Commission~~  
11 ~~(PERC) to conduct interest-based LMCCs to address the following items that weren't~~  
12 ~~resolved at the bargaining table:~~

13 1. ~~Article 46 — WSP Residency Requirement 46.2 (A) and 46.3 (B)~~

14 2. ~~Article 10 — Tuesday through Saturday Licensing Service Offices 10.2 (D)~~  
15 ~~and Holiday Pay~~

16 3. ~~LSR re-examination discussion~~

17 ~~The Union will initiate these discussions through PERC between January 1, 2023 and~~  
18 ~~January 1, 2025.~~

19 ~~The employer also agrees to pull lists of all employees at step L of their salary range and~~  
20 ~~assess whether it's appropriate to move those employees to step M of that salary range.~~

21 ~~Any adjustments made to this MOU will be by mutual agreement, and will expire on June~~  
22 ~~30, 2025.~~

23 ~~Dated September 20, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM~~  
~~Lead Negotiator~~

~~Sarah Lorenzini, Protec17~~  
~~Lead Negotiator~~







1                                   **K.     MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3   **THE STATE OF WASHINGTON**  
4   **AND**  
5   **PROTEC17**

6   **Data Sharing Agreement**

7 This Memorandum of Understanding (MOU) by and between Washington State  
8 (Employer), the Washington State Office of Financial Management, State Human  
9 Resources, Labor Relations Section, and PROTEC17 (PROTEC17) is entered into for the  
10 purposes of obtaining a Data Sharing Agreement (DSA) with PROTEC17 which ensures  
11 that OFM confidential information is provided, protected, and used only for purposes  
12 authorized by the data sharing agreement.

13 DSAs are part of a suite of tools designated to safeguard and protect employee information.  
14 DSAs are a best practice when an agency shares category 3 or higher data. Additionally,  
15 ~~the Office of the Chief Information Officer (OCIO)~~ [Washington Technology Solutions](#)  
16 outlines in policy #[141.10SEC-08-01](#) that when an agency shared category 3 or higher data  
17 outside of their agency, an agreement must be in place unless otherwise prescribed by law.

18 Data shared under the DSA will be in response to, but not limited to, information requests,  
19 status reports, and voluntary deductions reporting as set forth in the parties' collective  
20 bargaining agreement and covers both Category 3 and 4 data, including personal  
21 information and confidential information that OFM may provide.

22 Category 3 – Confidential Information

23 Confidential information is information that is specifically protected from either release or  
24 disclosure by law. This includes, but is not limited to:

- 25           a.       Personal information as defined in [RCW 42.56.590](#) and [RCW 19.255.10](#).
- 26           b.       Information about public employees as defined in [RCW 42.56.250](#).

1 c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#)  
2 (9).

3 d. Information about the infrastructure and security of computer and  
4 telecommunication networks as defined in [RCW 42.56.420](#).

5 Category 4 – Confidential Information Requiring Special Handling

6 -Confidential information requiring special handling is information that is specifically  
7 protected from disclosure by law and for which:

8 a. Especially strict handling requirements are dictated, such as by statutes,  
9 regulations, or agreements.

10 b. Serious consequences could arise from unauthorized disclosure, such as  
11 threats to health and safety, or legal sanctions.

12 **In recognition of the above, the parties agree to the following:**

13 The Employer and Protec17 strive to ensure that any sharing of personal or confidential  
14 information is supported by a written DSA, which will address the following:

15 (1) The data that will be shared.

16 (2) The specific authority for sharing the data.

17 (3) The classification of the data shared.

18 (4) Access methods for the shared data.

19 (5) Authorized users and operations permitted.

20 (6) Protection of the data in transport and at rest.

21 (7) Storage and disposal of data no longer required.

22 (8) Backup requirements for the data if applicable.

1 (9) Other applicable data handling requirements.

2 The parties agree that this agreement does not limit PROTEC17's rights to information  
3 under state Statute, PERC caselaw, Public Disclosure Laws, or as otherwise provided in  
4 this Agreement.

5 The provisions contained in this MOU become effective on July 1, ~~2023~~2025. This MOU  
6 shall expire June 30, ~~2025~~2027.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/18/2024

/s/ 9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

7

1                                   **L. MEMORANDUM OF UNDERSTANDING**  
2   **BETWEEN**  
3   **THE STATE OF WASHINGTON**  
4   **AND**  
5   **PEBB COALITION OF UNIONS**

6                                   **Medical Flexible Spending Arrangement Work Group**

7       Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the  
8       State of Washington, the parties have agreed to a benefit involving a Medical Flexible  
9       Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees  
10      did not use some or all of this benefit.

11     The parties agree to use the already scheduled quarterly series of meetings between Health  
12     Care Authority (HCA), Office of Financial Management (OFM) and Union staff  
13     representatives to review data and discuss possible options and solutions to increase  
14     represented employees' awareness and utilization of the FSA benefit. The parties will focus  
15     their efforts on the following items:

- 16     1.       Creating an introductory paragraph explaining the FSA benefit for represented  
17             employees for use in HCA communications. This communication shall include all  
18             the participatory unions' logos and/or names provided by the unions as well as  
19             HCA/PEBB branding.
- 20     2.       Exploring the option of sharing a list of all eligible employees who did not use the  
21             ~~three two~~ hundred ~~fifty~~ dollar (~~\$250~~ 300) benefit for the previous calendar year.
- 22     3.       Creating a timely and targeted communication for those employees who have not  
23             yet accessed their FSA benefit.
- 24     4.       Reviewing existing communications provided to new employees about the FSA  
25             benefit.
- 26     5.       Assisting the Coalition of Unions with providing information to their members  
27             about the FSA benefit.



1 **M. — MEMORANDUM OF UNDERSTANDING**  
2 **BETWEEN**  
3 **THE STATE OF WASHINGTON**  
4 **AND**  
5 **PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17**

6 **Leave with Pay in response to Emergency Proclamation 23-05**

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

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

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

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

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

3 ~~August 29, 2023~~

For the Employer

For the Union

/s/

/s/

Tanya Aho, OFM  
Lead Negotiator

Sarah Lorenzini, Protec17  
Lead Negotiator

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/ 9/30/2024

/s/ 9/30/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

5





1           ~~• First payment will be received on the employee's first paycheck~~  
2           ~~after hire depending on the WSP's payroll practices and procedures.~~

3           ~~• Second payment will be received on the second February 2025~~  
4           ~~paycheck or after the employee's successful completion of the~~  
5           ~~Communications Training Program, whichever comes later.~~

6           ~~o If the Communications Training Program will not be~~  
7           ~~completed prior to June 30, 2025, and the employee is still~~  
8           ~~employed in the Communication Officer series on June 30,~~  
9           ~~2025, the employee will receive the payment on their~~  
10           ~~paycheck covering the last pay period of the 2023-2025~~  
11           ~~fiscal biennium. If the employee does not successfully~~  
12           ~~complete the Communications Training Program, the second~~  
13           ~~payment will be considered an overpayment and will be~~  
14           ~~repaid based on the terms of the CBA.~~

15           ~~3. Should WSP determine prior to June 30, 2025, that the funds have been~~  
16           ~~exhausted or committed based on the above payments, any recruits after that~~  
17           ~~determination will not be eligible for any retention payments.~~

18           ~~4. The Employer will provide no later than May 1, 2025, a report to the~~  
19           ~~exclusive bargaining representatives that includes the amount of funds that~~  
20           ~~remain unspent and the number of current employees who have received the~~  
21           ~~first recruitment payment but not the second. Any funds that remain unspent~~  
22           ~~or uncommitted will be used for an additional retention payment to all~~  
23           ~~Communications Officers who were hired on or before December 31, 2023,~~  
24           ~~and remain in the series as of June 1, 2025. The amount of the retention~~  
25           ~~payment will be equal for said Communications Officers based on the~~  
26           ~~remaining balance of the funds. Payment will be received in a June 2025~~  
27           ~~paycheck, depending on the WSP's payroll practices and procedures.~~

1 ~~All payments in this agreement or arising from subsequent bargaining will be subject to all~~  
2 ~~state and federal withholdings.~~

3 ~~This agreement is effective on the date of the final signature below and will expire on~~  
4 ~~June 30, 2025.~~

5 ~~Dated: January 23, 2024~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Lane Hatfield, Labor Negotiator~~

~~Karen Estevenin, Executive Director~~

~~OFM/SHR Labor Relations &  
Compensation Policy Section~~

~~PROTEC17~~

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/~~ ~~9/20/204~~

~~/s/~~ ~~9/20/204~~

~~Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section~~

~~Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17~~

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE STATE OF WASHINGTON**

**AND**

**THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**

This Memorandum of Understanding (MOU) is between the State of Washington and the Professional and Technical Employees Local 17 (PROTEC17).

Whereas the 2024 Washington State Legislature and Governor Jay Inslee signed into law House Bill 2246, amending RCW 43.01.044, 41.40.010, and 43.43.120, and reenacting and amending RCW 43.01.040, increasing the maximum number of hours of unused vacation leave a state employee may accrue from two hundred forty (240) hours to two hundred eighty (280) hours, the State agrees to extend this provision to PROTEC17 represented employees. Further, the parties agree to modify Article 11, Section 11.11—Vacation Leave Maximum as follows:

**~~11.11—Vacation Leave Maximum~~**

~~Employees may accumulate maximum vacation balances not to exceed two hundred forty eighty (240280) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:~~

~~A.——If an employee’s request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, an employee’s vacation leave maximum will be extended for each month that the Employer must defer the employee’s request for vacation leave.~~

~~B.——An employee may also accumulate vacation leave days in excess of two hundred forty eighty (240280) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee’s anniversary date.~~

**~~Modifications to Article 11.11 as shown above are not effective until June 6, 2024.~~**

1 ~~This MOU will expire on June 30, 2025.~~

2 ~~Dated April 11, 2024~~

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

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Melanie Schwent, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section~~

~~Sarah Lorenzini, Lead Negotiator  
ProTec 17~~

3

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

~~/s/ 9/30/2024~~

~~/s/ 9/30/2024~~

~~Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section~~

~~Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17~~

4

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND**

**PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)**

**TELEWORK POLICY AGREEMENT**

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and PROTEC17 is entered into for the purposes of implementing a revised telework policy within the Washington State Department of Transportation (WSDOT).

Telework is a business practice that provides benefits to WSDOT, its employees, and meets the goal of creating a Modern Work Environment as addressed in the Governor's Modern Work Environment Executive Order 16-07. In recognition of today's work environment, WSDOT will be implementing a revised telework policy that will:

- Enhance employees' productivity, satisfaction and ability to collaborate.
- Improve recruitment and retention.
- Support a modern work environment.
- Expand job opportunities to more areas of the state via virtual work.
- Reduce vehicle trips and associated pollutants, congestion and energy use.

The parties agree to the benefits of implementing the revised telework policy and assess effectiveness over the course of the 2025-2027 biennium to ensure the policy goals meet the needs of the agency as well as the employees.

As such, the parties enter into this Agreement that endorses the implementation of a best practice telework policy in accordance with WSDOT Policy #M3020.05. The parties further agree to meet on a regular or as-needed basis via the Labor Management Communication Committee to share information and discuss any successes or concerns of

the revised telework policy. The Employer will provide to the Union twenty-one (21) days' notice of any proposed changes to Policy # M3020.05.

Where the parties' CBA and Policy # M3020.05 conflict, the CBA will prevail.

**This MOU will expire on June 30, 2027.**

**Dated** \_\_\_\_\_.

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/ 9/18/2024

/s/ 9/18/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17

1                                   **MEMORANDUM OF UNDERSTANDING**

2   **BETWEEN**

3           **THE STATE OF WASHINGTON AND THE WASHINGTON STATE DEPARTMENT OF**  
4                                   **TRANSPORTATION (WSDOT)**

5   **AND**

6                   **PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)**

7                                   **REGARDING LICENSURE INCENTIVES AT WSDOT**

8   PROTEC17 and the Washington State Department of Transportation (WSDOT) agree that it's in  
9   the best interest of the agency to recruit, train, and retain employees with specialized skills,  
10   licenses, and certifications. Such licenses and certifications include but are not limited to the  
11   Fundamentals of Engineering (FE), Professional Land Surveyor In-Training (PLSIT),  
12   Professional Land Surveyor (PLS), Professional Landscape Architecture (PLA), Geologist In-  
13   Training (GIT), and Licensed Professional Geologist (PG). As such, WSDOT agrees to the  
14   following:

- 15           A. Initiate a process to establish incentives, premiums, or other economic provisions for  
16           the above-mentioned licenses and certifications, [dependent on budgetary constraints](#).  
17           B. Include this process as a recurring agenda item at quarterly LMCCs for discussion,  
18           feedback, and input from PROTEC17 members and staff

**TENTATIVE AGREEMENT REACHED**

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

For the Employer

For the Union

/s/           9/17/2024

/s/           9/17/2024

Melanie Schwent, Lead Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator  
Professional and Technical Employees  
Local 17