

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

# **INTERIM AGREEMENT<sup>1</sup> BETWEEN THE STATE OF WASHINGTON AND THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

## **Re: Non-Economic Terms**

On April 27, 2025, the Legislature rejected the submission for the request for funds necessary to implement the tentative collective bargaining agreement between the parties for the 2025-2027 biennium.

Pursuant to [RCW 41.80.010](#)(3), the parties reopened negotiations on June 4, 2025. Pursuant to [RCW 41.80.010](#)(6), after the expiration of the 2023-2025 collective bargaining agreement on June 30, 2025, the following terms and conditions specified in the 2023-2025 collective bargaining agreement will remain in effect beginning July 1, 2025, until the effective date of a subsequently negotiated agreement, not to exceed one year.

### Preamble

Article 1:	Recognition Clause
Article 2:	Non-Discrimination
Article 5:	Performance Evaluation
Article 6:	Hours of Work
Article 8:	Training
Article 9:	Licensures, Certifications, and Other Qualifications of Employment
Article 10:	Holidays
Article 11:	Vacation Leave
Article 13:	Shared Leave
Article 15:	Family and Medical Leave, Parental Leave, Pregnancy Disability Leave, and Paid Family and Medical Leave
Article 16:	Non-Operational Worksites/Inability to Report to Work
Article 18:	Leave Without Pay
Article 21:	Crew Supervision of Incarcerated Individuals – DNR
Article 22:	Uniforms, Tools, and Equipment
Article 25:	Off-Duty Conduct
Article 26:	Employee Activity and Privacy
Article 27:	Residency Requirements – WSP
Article 28:	Discipline
Article 29:	Presumption of Resignation

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<sup>1</sup> Because these terms are not wholly dependent on funding, they will go into effect on July 1, 2025. The parties intend for the non-economic terms identified in this interim agreement to be incorporated into the complete tentative agreement that the parties are currently negotiating that will be timely submitted to the Director of the Office of Financial Management for a financial feasibility determination and subsequent request and approval of funding by the Legislature.

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Article 30:	Grievance Procedure
Article 31:	Legal Defense
Article 32:	Personnel Files and Other Employee Information
Article 33:	Fitness for Duty/Reasonable Accommodation/Disability Separation
Article 34:	Seniority
Article 36:	Management Rights
Article 37:	Labor Management Communication Committee
Article 38:	Union Activities
Article 39:	Union Dues Deductions and Status Reports
Article 43:	Aviation Insurance
Article 44:	Voluntary Employee Benefits Association (VEBA)
Article 46:	Strikes
Article 47:	Entire Agreement
Article 48:	Savings Clause
Article 49:	Mandatory Subject
Article 50:	Employee Assistance Program
Article 51:	Printing of Agreement
Appendix A:	Layoff Units
Appendix F:	Special Pay Ranges and Notes
Appendix H:	Redeployment

The parties further agree through their signature to this interim agreement that the following non-economic terms and conditions will be implemented on July 1, 2025 until the effective date of a subsequently negotiated agreement, not to exceed one year. These agreed upon terms are provided in their entirety below.

### ARTICLE 3 PROMOTIONS AND VACANCIES

- 3.1 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.
- 3.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 35](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- 3.3 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](#).
- 3.4 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.

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- 3.5** A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- 3.6** 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.
- 3.7** When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
  - B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
  - C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
  - D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.
- 3.8 Washington State Patrol (WSP) – Methods of Requesting a Transfer**  
When filling a vacant Commercial Vehicle Enforcement Officer 3 ~~or Communications Officer 3~~ position with a permanent appointment, the agency will announce the availability of the position for transfer within the Commercial Vehicle Enforcement Bureau ~~respective division~~. The first email announcement and consideration will be for qualified employees within the assigned work area within the ~~division~~ bureau. If the position remains unfilled, the Employer will seek qualified employees from within the entire ~~division~~ bureau. Employees who were not selected may meet with the appointing authority to discuss their non-selection.

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### A. WSP Communications Officer 3s

1. Employees desiring to transfer will initiate a request using the Agency's electronic system for doing so. If more than one (1) employee requests a transfer to the same location, the request with the earliest submission date will receive first consideration. If two (2) or more employees have the same submission date for transfer, the position will be given to the employee with the longest most recent period of unbroken service in the classification. Employee requests to transfer will be honored prior to the filling of any position.
2. In the event a vacancy occurs and there are no transfer candidates for the location in question, advertisement of the vacancy will be made in the Daily Bulletin. Employees will be given a minimum of three (3) calendar days to submit a written transfer request. When there are more than three (3) candidates requesting a transfer, appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service in the classification. Supervisors will attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.

## ARTICLE 4

### HIRING AND APPOINTMENTS

#### **4.1 Recruitment and Application Process**

Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days.

#### **4.2 Permanent Status**

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

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

Prior to certifying candidates in accordance with [Article 3](#), Section 3.7, an Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, voluntary demotion or elevation will initiate a request in writing and Appointing Authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision.

#### **4.4 Types of Appointment**

##### A. Non-Permanent

1. The Employer may make non-permanent appointments [under the following circumstances](#):
  - a. \_\_\_\_\_ to fill in for the absence of a permanent employee;

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- b.            during a workload peak;<sub>1</sub>
- c.            while recruitment is being conducted;<sub>1</sub>
- d.            to reduce the possible effects of a layoff;<sub>1</sub> ~~or~~
- e.            ~~for~~ paid internships;<sub>1</sub> ~~or~~
- f.            staff development opportunities;<sub>1</sub> or
- g.            Special Employment Programs within the Department of Natural Resources.

2.            Non-permanent appointments will not exceed eighteen (18) months except when filling in for the absence of a permanent employee. Special Employment Programs within the Department of Natural Resources may, upon request, extend non-permanent appointments to no more than twenty-four (24) months. A non-permanent appointee must have the skills and abilities required for the position.

23. A permanent employee who accepts a non-permanent appointment within an agency will have the right to return to their position in the agency or to a position in the permanent classification the employee left at the completion of the non-permanent appointment, provided, that the employee has not left the original non-permanent appointment, unless the original Appointing Authority agrees otherwise. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify their current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

34. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process pursuant to Section 4.1 to fill the non-permanent appointment. In such circumstances, the employee may serve a probationary or trial service period. The Employer must appoint an internal layoff candidate with the required skills and abilities who has indicated an appropriate geographic availability, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment. Time spent in a non-permanent appointment may count towards the probationary or trial service period for the permanent position.

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45. The Employer may end a non-permanent appointment at any time by giving one (1) working day<sup>2</sup>s notice to the employee.

### B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving notice to the employee.

### C. In-Training Appointment

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

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

The training plan may include any of the following components:

- a. On-the job training;
- b. Classroom or field instruction;
- c. Courses conducted by an educational institution, vocational school, or professional training organization; and/or
- d. Written, oral and/or practical examinations(s).

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

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service period(s) required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's written notice from the Employer. Within seven (7) days of the effective date of a separation, the

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employee may request a review of the separation by the Director or Secretary of the agency or designee.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with two (2) working days' notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsection 4.5](#) B of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment; the trial service period may be adjusted during the course of the in-training plan; however, the cumulative total of the trial service period(s) for the entire in-training appointment will not exceed thirty-six (36) months [unless mutually agreed to otherwise. The appointment letter will inform the employee of how the trial service period\(s\) will be applied during the in-training appointment.](#)
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status in each classification upon successful completion of the concurrent training program and trial service period at each level.
6. If the entire in-training program (meaning all levels within the in-training appointment) is designated as a trial service period, the employee will attain permanent status in the goal classification upon successful completion of the training requirements and concurrent trial service period for the entire in-training program.

### D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

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

- a. Promote to another job classification within the project; or
  - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer will consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
  4. The Employer may convert a project appointment into a permanent appointment if the Employer used a competitive process pursuant to Section 4.1 to fill the project appointment. When the Employer converts a project appointment into a permanent appointment, the employee may be required to serve a probationary or trial service period unless the employee has held the position for six (6) months or more. Time spent in the project appointment may count towards the probationary or trial service period for the permanent position. The Employer must appoint an internal layoff candidate with the required skills and abilities who has indicated an appropriate geographic availability, if one exists, before converting an employee from a project appointment to a permanent appointment.
  5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 35](#), Layoff and Recall.

### E. Seasonal Career Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and are anticipated to last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with [Subsection 4.5](#) A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in [Article 35](#), Layoff and Recall.

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- F. The termination of a non-permanent or on-call appointment is not subject to the grievance procedure in [Article 30](#).

### 4.5 Review Periods

#### A. Probationary Period

1. Except for those employees in an in-training appointment, every part-time and full-time employee, following an initial appointment to a permanent position, will serve a probationary period of six (6) months performing assigned duties; except that any class for which the probationary period was twelve (12) months on July 1, 2014 and certified employees at the Washington State Center for Deaf and Hard of Hearing Youth (CDHY) and Washington State School for the Blind (WSSB), will continue to have a twelve (12) month probationary period. The Employer may extend the probationary period for an individual employee or for all employees in a classification, as long as the extension does not cause the total period to exceed twelve (12) months [unless the probationary period is extended per Subsection 4.2 A.3](#). The Employer agrees to notify the Union in writing when it intends to extend the probationary period of an employee or for all employees in a classification beyond six (6) months. If the extension is based on performance issues, the employee will receive a performance improvement plan.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 30](#). The Employer must give a minimum of one (1) calendar day's written notice prior to the effective date of separation.
3. The Employer may extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or a temporary reduction of work hours under ~~Section 35.7~~[Section 35.6](#), Temporary Reduction of Work Hours or Layoff – Employer Option.
4. An employee who transfers or is promoted prior to completing an initial probationary period will serve a new probationary period. The length of the new probationary period will be as in Subsection A.1 above, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Appointing Authority may credit time worked in the non-permanent appointment toward completion of the probationary period as defined in Subsection A.1 above.

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

### B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) months performing assigned duties. The Employer agrees to comply with the trial service period that the Office of the State Human Resources Director has designated for each classification. An employee moving to a different position within the same job classification that requires different job skills and abilities will serve a trial service period. The Employer may extend the trial service period for an individual employee or for all employees in the classification, as long as the extension does not cause the total period to exceed twelve (12) months, on a case-by-case basis, unless the trial service period is extended per Subsection 4.5 B.2. The Employer agrees to notify the Union in writing when it intends to extend the trial service period of an employee or for all employees in a classification beyond six (6) months.
2. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or a temporary reduction of work hours under ~~Section 35.7~~Section 35.6, Temporary Reduction of Work Hours or Layoff – Employer Option.
3. An employee who is appointed to a different position prior to completing a trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 4.5 B.1, unless adjusted by the Appointing Authority for time already served in trial service status. In no case, however, will the total trial service period be less than six (6) consecutive months.
4. An employee serving a trial service period may voluntarily revert to their former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After fifteen (15) days, employees may revert to their former position with Employer approval.
5. With prior written notice by the Employer, all employees failing a trial service period or employees meeting the Section 41.14 Reversion definition

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may be offered an opportunity to revert to a position in the same agency, that is:

- a. Vacant or filled by a probationary or non-permanent employee and is within the trial service employee's previously held job classification; or
- b. Vacant or filled by a probationary or non-permanent employee at or below the employee's previous salary range.

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

6. Any employee failing a trial service period who has no reversion options may request that their name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where they had previously attained permanent status.
7. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 30](#).

### 4.6 Return-to-Work Initiative Program

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

## ARTICLE 7 OVERTIME

### 7.1 Definitions

#### A. Overtime:

Overtime is defined as time that an overtime-eligible employee:

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees);
2. Works on a holiday;
3. Works in excess of one-hundred sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period; or
4. Works overtime as specifically defined in [Section 41.28](#), Wildfire Suppression and Other Emergency Duties Compensation – Department of Natural Resources.

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B. Overtime Rate:

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

C. Work:

The definition of work for overtime purposes only, includes:

1. All hours actually spent performing the duties assigned;
2. Holidays;
3. Sick leave;
4. Vacation leave;
5. Compensatory time;

6. [Department of Natural Resources Article 20, Section 20.8 and Appendix X, Section X.4 Rest and Recuperation Days Miscellaneous Leave that occurs on a regularly scheduled work shift;](#) or

67. Any other paid time not listed below.

D. Work does not include:

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

5. [Department of Natural Resources Article 20, Section 20.8 and Appendix X, Section X.4 Rest and Recuperation Days Miscellaneous Leave that occurs on the one \(1\) paid regularly scheduled day off.](#)

## 7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

- A. Overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek shall be compensated at the overtime rate. An employee whose workweek is less than forty (40) hours will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

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- B. A part-time overtime-eligible shift employee will be paid at their regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.
- C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one-hundred sixty (160) hours in a twenty-eight (28) day period shall be compensated at the overtime rate.

### 7.3 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime, the number, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are on duty. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.
- B. If an employee was not offered overtime for which they were qualified, the employee will be offered the next available overtime opportunity for which they are qualified.
- C. Under no circumstances shall an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

### 7.4 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility  
At the employee's request and with the agency's approval, compensatory time off may be earned in lieu of cash. Compensatory time must be granted at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked.
- B. Maximum Compensatory Time  
Employees may accumulate no more than two hundred forty (240) hours of compensatory time, or four hundred eighty (480) hours for law enforcement employees or employees engaged in public safety or emergency response activities.
- C. Compensatory Time Use  
Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave or the employee is using vacation leave for Domestic Violence Leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave. The employee may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). The Employer may schedule an employee to use their accrued compensatory time with seven (7) calendar days' notice.
- D. Compensatory Time Cash Out [Except WSP Communications Officer 3s](#)

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

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

### E. Compensatory Time Cash Out for WSP Communications Officer 3s and Commercial Vehicle Enforcement Officer 3s

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

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

## ARTICLE 12 SICK LEAVE

~~\* This Article has been modified by an MOU effective January 1, 2025.~~

### 12.1 Sick Leave Accrual

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

### 12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments and for reasons

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allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).

- B. Care of family members as required by the Family Care Act, [WAC 296 130](#) and ~~to provide care for family members~~ as allowed under [RCW 49.46.210](#).
- C. Qualifying absences for Family and Medical Leave ([Article 15](#)).
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.
- F. Illness of or household members, up to five (5) days for each occurrence or as extended by the Employer.
- G. A death of a relative in cases where the employee is not eligible for bereavement leave under [Article 17](#), or when the employee elects to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. The Employer may require verification.
- H. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Article 18, Section 18.12](#).
- I. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- J. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, [as defined in WAC 296-128-600](#), or when an employee's child's school or place of care has been closed for such a reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason does not include closure for inclement weather.
- K. Terms:
  - 1. Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

## INTERIM AGREEMENT

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2. Child means, including a biological, adopted, or foster child, stepchild, a child's spouse, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status.
3. Grandchild means a child of the employee's child.
4. Grandparent means a parent of the employee's parent.
5. Parent means biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
6. Spouse;
7. State registered domestic partner as defined by RCW 26.60;
8. Relative means ~~is defined as~~ an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
9. Household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

### 12.3 Use of Compensatory Time, Exchange Time, Personal Holiday, or Vacation Leave for Sick Leave Purposes

The Employer will allow an employee to use compensatory time, exchange time, personal holiday, or vacation leave for sick leave purposes in the same manner as the use of accrued sick leave. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, or vacation leave requests for sick leave purposes will indicate that the compensatory time, exchange time, personal holiday, or vacation leave is being requested in lieu of sick leave. For full-time employees, a personal holiday must be used in full shift increments. For part-time employees, the use of a personal holiday for sick leave purposes will be calculated in accordance with [Article 10](#), Section [10.3 D](#).

### 12.4 Restoration of Vacation Leave

When a condition listed in [Subsection 12.2 A](#), above, arises while the employee is on vacation leave, the employee will be granted accrued sick leave, in lieu of the approved vacation leave, provided that the employee requests such leave within fourteen (14) calendar days of their return to work. The equivalent amount of vacation leave will be restored.

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### 12.5 Sick Leave Reporting Certification and Verification

An employee must promptly notify their supervisor or designee in accordance with agency policy or their work unit procedure, on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. Upon returning to work, the employee shall report the general reason per [Section 12.2](#) for the sick leave. A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employee from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. The Employer will not require continuous medical verification for longer than seven (7) months as a result of the suspected abuse. A medical certificate must be required if the reason was personal illness and the absence continued for more than ten (10) continuous working days. For employees in overtime-eligible positions, medical certification or verification that is required when there is cause to suspect sick leave abuse will be in accordance with [RCW 49.46.210](#) and this Agreement. Medical certification and/or medical verification will be provided to the Human Resources Department.

### 12.6 Sick Leave Annual Cash Out

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

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

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

### 12.7 Sick Leave Separation Cash Out

At the time of death, an eligible employee's estate will receive compensation for their total sick leave balance on a one (1) hour for four (4) hours basis. At the time of retirement from state service, an eligible employee will receive compensation for their sick leave balance on a one (1) hour for four (4) hours basis, which will be forwarded to their Voluntary Employee Beneficiary Association. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

### 12.8 Reemployment

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

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### ARTICLE 14 UNIFORMED SERVICE SHARED LEAVE POOL

#### 14.1 Purpose

The uniformed service shared leave pool was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The uniformed service shared leave pool allows state employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. ~~The Military Department, Department of Personnel and Office of Financial Management administer~~ Administration of the pool is set forth in RCW 41.04.685.

#### 14.2 Definitions

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

- A. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. “Military salary” includes base, specialty, and other pay, but does not include allowances like the basic allowance for housing.
- C. “Monthly salary” includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. “Monthly salary” does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. “Service in the uniformed services” means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.
- E. “Uniformed services” means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty for training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard and any other category of persons designated by the President of the United States in time of war or national emergency.

#### 14.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
  - 1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday;

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2. The employee has been called to service in the uniformed services;
  3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment;
  4. The employee's absence and the use of shared leave are justified;
  5. The employee has depleted or will shortly deplete their vacation leave and paid military leave – the employee is not required to deplete all of their annual leave and paid military leave allowed under [RCW 38.40.060](#) and can maintain up to forty (40) hours of annual leave and up to forty (40) hours of paid military leave; and
  6. The employee has followed agency rules regarding military leave.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
  2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
  3. The donating employee may donate all or part of a personal holiday.

### 14.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.
- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide to their Agency Head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.

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- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board (PEBB), regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing, the employee may be required to repay all of the shared leave received from the pool.

**14.5** This Article is not subject to the grievance procedure.

## ARTICLE 17 MISCELLANEOUS LEAVE

**17.1** Leave with pay will be allowed during scheduled work time:

- A. For participating in life-giving procedures or blood, platelets, fluid, or plasma donations, subject to [Section 17.3](#);
- B. When required to report for jury duty service, subject to [Section 17.4](#);
- C. To appear in court or an administrative hearing, subject to [Section 17.5](#);
- D. For twenty-one (21) days for active duty or active duty training, subject to [Section 17.6](#);
- E. For bereavement leave, subject to [Section 17.7](#);
- F. To allow an employee to receive an assessment through the Employee Assistance Program, subject to [Section 17.8](#); and
- G. For examinations or interviews with a state Employer during scheduled work hours subject to [Section 17.9](#).
- H. For Vaccination Leave, as specifically provided for in [Section 17.13](#).
- I. For Wildfire Disaster Leave, as specifically provided for in [Section 17.14](#).

**17.2** Subject to Employer approval, leave with pay may be allowed during scheduled work time for an employee to perform civil duties as a volunteer, including but not limited to firefighting, or search and rescue efforts.

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### 17.3 Leave for Life-Giving Procedures or Leave for Blood, Platelet, Fluid, or Plasma Donations

#### A. Leave for Life-Giving Procedures

When approved, employees will receive paid leave, not to exceed thirty (30) working days in a two (2) year period, for participating in and any subsequent incapacity to work due to recovery from life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required.

“Life-giving procedure” is defined as a medically supervised procedure involving the testing, sampling, or donation of organs, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. “Life giving procedure” does not include the donation of blood, platelets, fluids, or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician, or other medical professional that the employee participated in a life-giving procedure. The notice will include any expected duration of incapacity to work for recovery purposes. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures and any subsequent recovery.

#### B. Leave for Blood, Platelet, Fluid, or Plasma Donations

When approved, employees will receive paid leave, not to exceed five (5) working days or forty (40) hours in a two (2) year period, for the donation of blood, platelets, fluids, or plasma to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician, or other medical professional that the employee participated in the donation procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for these donations.

### 17.4 Jury Duty

The Employer may require documentation or verification of jury service. Employees are allowed to keep any compensation they receive for serving as a member of a jury in addition to their regular pay.

### 17.5 Respond to Subpoena

A subpoenaed employee will receive leave with pay, during scheduled work time, to appear in court or an administrative hearing to testify about a job-related matter unless they are a party in the matter or have an economic interest in the matter. The Employer may grant leave with pay during scheduled work time, when an employee is subpoenaed for other legal proceedings unrelated to the personal and financial matters of the employee. The employee will provide a copy of the subpoena to the Employer when requesting leave.

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### 17.6 Military Leave

In accordance with RCW 38.40.060, employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1 and ending the following September 30, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status. ~~In addition to twenty-one (21) days of paid leave granted to employees each year (October 1 through September 30) for required military duty or to take part in training or drills including those in the National Guard or state active status, uUnpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.~~

### 17.7 Bereavement Leave

- A. An employee is entitled to ~~three~~ five (35) days of paid bereavement leave if a family member or household member dies or for loss of pregnancy, as defined in Subsection 17.7 D. An employee may request less than ~~three~~ five (35) days of bereavement leave.
- B. The Employer may require verification of the family member's or household member's death.
- C. In addition to paid bereavement leave, the Employer may approve an employee's request to use compensatory time, sick leave, vacation leave, exchange time, personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

For purposes of this Section: ~~family members are those defined in Article 12, Section 12.2 K.1 and household members are defined in Article 12, Section 12.2 K.3.~~

- 1. Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.
- 2. Child means a biological, adopted, or foster child, stepchild, grandchild, or child who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency.
- 3. Parent means a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child.

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4. Spouse means husband, wife, or state registered domestic partner as defined by RCW 26.60.

5. Grandparent means a parent of the employee's parent.

6. Grandchild means a child of the employee's child.

D. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, or employee parent-to-be, including through surrogacy or adoption, where the employee would have been the parent.

~~D~~E. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, child-in-law, great-grandparent, great-grandchild, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of seven (7) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in [Article 10, Section 10.1](#), Holidays.

### 17.8 Employee Assistance Program

When approved, employees will receive paid leave to receive an assessment through the Employee Assistance Program.

### 17.9 Examinations/Interviews

Employers may limit the number of occurrences or the total amount of paid leave that will be granted to an employee to participate in an interview or take an examination during scheduled work hours. Employers may deny an employee's request to participate in an interview or take an examination during scheduled work hours based upon operational necessity.

### 17.10 Travel for Miscellaneous Leave

Employees shall not be eligible for per diem, travel time, and/or travel expenses under this Article, except as on a case-by-case basis the Appointing Authority may approve part or all expenses under this Article.

17.11 Except as required in [Section 17.12](#), employees will give reasonable advanced notice for miscellaneous leave request(s).

### 17.12 Personal Leave

- A. Employees may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:

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1. The employee has given at least fourteen (14) calendar days' written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. The pay of an employee's personal leave day is equivalent to the employee's permanent work shift on the day selected.
- D. Personal leave may not be carried over from one (1) fiscal year to the next.
- E. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. Upon request, an employee will be approved to use part or all of their personal leave day for:
  1. The care for family members as required by the Family Care Act, [WAC 296-130](#);
  2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 18](#), Section 18.12; or
  3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

### **17.13 Vaccination Leave**

An employee will be allowed to take a reasonable amount of leave with pay for the employee to travel and receive the Centers for Disease Control and Prevention (CDC) recommended vaccine(s) during a declared state of emergency due to a pandemic, if the vaccine is not offered at the workplace. An Employer may authorize leave in excess of one (1) day in extraordinary circumstances, such as accommodating travel where the CDC-recommended vaccine(s) are unavailable locally. The Employer may require that the request for leave be supported by documentation, which may include proof of the vaccination.

### **17.14 Wildfire Disaster Leave**

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

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

## ARTICLE 19 SAFETY AND HEALTH

**19.1** The Employer and the employee have a responsibility for workplace safety and health.

- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). Reference: <http://www.lni.wa.gov/safety>. Safety committees will be established in accordance with Washington Administrative Code. The Safety Officer's name and phone number will be posted on WISHA workplace posters.
- B. Employees will comply with all safety and health practices and standards established by WISHA and the Employer. The Employer's standards will not be lower than those established by WISHA.
- C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.
- D. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers, students, and the public to contagious conditions that could jeopardize the health of others. When an employee self-reports that they have a contagious health condition, upon determination and approval by the Employer that the employee is able to work at home or an approved alternative location and if the employee requests to work at home or an alternative location, the employee may be assigned to work from home or the alternative work location; otherwise, the Employer may require the employee to use leave.
- E. Grievances concerning safety conditions will be held in abeyance pending the outcome of any complaint filed with the Washington State Department of Labor and Industries.

**19.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, and ergonomic equipment that employees will wear and/or use.

- A. Employees shall wear or use Employer-provided safety equipment appropriate to the situation when working in an environment for which the safety equipment is required, and employees shall be furnished notice of such safety equipment requirements in writing.

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- B. Each employee shall be responsible for the safe operation and for the preventative maintenance of all assigned equipment within the resources provided by the Employer.
  - C. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely.
- 19.3** Smoking is prohibited within Employer facilities, buildings, and vehicles.
- 19.4** If the Employer determines there is a valid threat to the health and well-being of employees, the Employer will follow its written emergency and/or evacuation procedures.
- 19.5** Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.
- 19.6** Safety committees will consist of employees selected by the Union and Employer-selected members and may additionally include volunteer, non-management members. For purposes of this Section, Employer-selected shall mean "Employer-required participants" and shall not include volunteer members. For purposes of this Section, Employer-selected shall mean "Employer-required participants" and shall not include volunteer members. The number of employees selected by the Union must equal or exceed the number of Employer-selected members. The number of Union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. The composition of the safety committee will be determined by one of two methods, whichever method results in greater Union-designated representation:
- A. The number of employees selected by the Union must equal or exceed the number of Employer-selected members; or
  - B. The number of Union-designated employee representatives on the committee(s) must be proportionate to the number of employees represented by the Union at the permanent work location.
- Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.
- In those cases where the Union has attempted to provide Union-designated representatives for a safety committee and has been unable to do so, the Union may contact the agency to request assistance in providing notice of safety committee nominations. If the Union is still unable to provide representatives to the Employer, then the Employer and the Union together will hold an election and will appoint those elected representatives.
- 19.7** The Employer will follow its practices regarding blood-borne pathogens.

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**19.8** When an employee(s) worksite is impacted by a critical incident, the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the agency.

### **19.9 Ergonomic Assessments**

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workstation is completed by a person trained to conduct ergonomic assessments. Such employee requests should be made in writing. The Employer will ensure that an ergonomic assessment of the employee's workstation is scheduled, or that the employee is provided with the materials and support to conduct a self-assessment of their workstation which will be reviewed by a trained person, within thirty (30) business days from the receipt of the request for assessment. The Employer will complete the assessment as soon as operational needs allow, but not later than sixty (60) business days from the date of receipt of the request. Solutions to identified issues/concerns will be implemented within available resources.

### **19.10 Air Quality Assessments**

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with [Section 19.6](#).

## ARTICLE 23

### DRUG AND ALCOHOL- FREE WORKPLACE

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

### **23.2 Possession of Alcohol, Cannabis, and Illegal Drugs**

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

1. The agency premises are considered residences;
2. The premises or state vehicles are used for the transportation, purchase, distribution, and sale of alcohol pursuant to state law; or
3. The use or possession is required pursuant to a lawful investigation.

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

1. The premises are considered residences;
2. The premises or state vehicles are used for the transportation, purchase, distribution, and sale of cannabis pursuant to state law; or

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3. The use or possession is required pursuant to a lawful investigation or dictated by official duties.
- C. The unlawful use, possession, delivery, dispensation, distribution, manufacture, or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

### 23.3 Prescription Medications and Medical Cannabis

Employees are responsible for consulting their physician and/or pharmacist as to any limitations on their ability to perform the duties of their position as a result of taking physician-prescribed drugs or medical cannabis. Employees shall report any such limitations to their supervisor or other designated official before resuming their work duties.

### 23.4 Drug and Alcohol Testing – Safety Sensitive Functions

- A. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard are subject to post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules (49 CFR 382 and 383), U.S. Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with current agency policy.
- B. In addition, employees who perform safety-sensitive functions are subject to post-accident, post-firearm shooting incidents, and reasonable suspicion testing. The testing shall be conducted in accordance with agency policy. Safety-sensitive includes positions where an employee is eligible to be issued a firearm, works with minors or offenders, operates motorized equipment or vehicle(s) used for State business, or handles hazardous substances, ~~sells alcohol~~, dispenses medication, or transports clients, students, citizens, patients, residents, or offenders.

### 23.5 Reasonable Suspicion Testing

Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety sensitive functions or any employee of the WSP and LCB when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds that support the reasonable suspicion must be stated in writing and will be provided to the employee prior to testing whenever possible. Such written grounds shall be provided to the Union within fourteen (14) calendar days of testing.

### 23.6 Referral and Testing

- A. Referral  
Referral for testing will be made on the basis of specific objective grounds documented by an individual identified by the Employer who has attended the training on detecting the signs/symptoms of being affected by controlled

## INTERIM AGREEMENT

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substances/alcohol and verified by another trained individual identified by the Employer.

### B. Testing

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

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

## 23.7 **Discipline**

An employee who is found to be impaired on the job due to the use of controlled substances or alcohol may be subject to disciplinary action in accordance with existing laws and regulations, but the results of such drug or alcohol test shall provide no independent basis for disciplinary action. The agency may use the results of a drug or alcohol test to require an employee to successfully complete a rehabilitation plan. The rehabilitation plan terms may require the employee to pass all subsequent drug or alcohol tests. In this situation, the results of a subsequent drug or alcohol test may be the basis for disciplinary action.

In the event an employee is found to have used controlled substances or alcohol, the agency shall inform the employee of available assistance through the Employee Assistance Program or other similar program.

## 23.8 **Training**

Training will be made available to individuals designated by the Employer. The training will include:

- A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- B. The effects of drugs and alcohol in the workplace;
- C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
- D. Rehabilitation services available; and
- E. Medical confidentiality and HIPAA regulations regarding prescription and over-the-counter medications.

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### ARTICLE 24 USE OF PRIVATELY-OWNED AND STATE VEHICLES, COMMUTE TRIP REDUCTION, AND DUTY STATION(S)

\*This Article has been modified by an MOU

- 24.1** Employees are responsible for providing their own transportation between their home and duty station or field site. The Employer shall make a good faith effort, subject to the agency's operating, business and customer service needs, to meet the commute trip reduction goals identified in [RCW 70A.15](#) – Washington Clean Air Act and, where applicable, Executive Order 16-07.
- 24.2** The Employer may authorize an employee to take a state vehicle home, in accordance with Office of Financial Management regulations. Employees will report their taxable commute to payroll as necessary in order to comply with applicable Internal Revenue Service (IRS) regulations regarding the use of state vehicles.
- 24.3** Employees shall be notified upon hire of the necessity to use their privately-owned vehicle for state business, if such use is on a regular/frequent basis. The Employer agrees to compensate employees in accordance with agency policy/procedure and OFM regulations for the use of their privately-owned vehicle in the state's interest.
- 24.4** Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 24.5 Duty Stations**  
All bargaining unit employees, except WSP and DOL, will be assigned an official duty station ~~in accordance with OFM travel regulations~~ [as defined in the State Administrative and Accounting Manual \(SAAM\)](#). If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period if the employee agrees. If reassignment of an official duty station results in a commute in excess of thirty (30) miles in addition to the current commute, the employee may exercise their rights under Article 35, Layoff and Recall, unless the reassignment is the result of a disciplinary demotion.
- 24.6 All Employees with King, Pierce, or Snohomish County Duty Stations**
- A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a "One Regional Card for All," otherwise known as an ORCA card. Travel via ferry is specifically excluded from this benefit.
- B. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized in accordance with the WSDOT's state worker vanpool benefit program.

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### 24.7 **Employee Teleworking**

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

The Employer will maintain teleworking policies and procedures, which define telework and describe the processes to be utilized by the employee and Employer to initiate and agree to a teleworking plan.

The Employer will document and maintain approved telework requests on an agency telework agreement. Employees denied telework shall be provided the reasons in writing. Requests for telework will not be arbitrarily denied.

The Employer will respond to an employee's request to telework within fourteen (14) calendar days of the request.

~~Upon an employee's request, the agency will provide written guidance and expectations to them about telework eligibility or ineligibility. Telework is defined per agency policy.~~

## ARTICLE 35 LAYOFF AND RECALL

### 35.1 **Definition**

Layoff is an Employer-initiated action, taken in accordance with [Section 35.4](#) below, that results in:

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

**35.2** The Employer shall determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. The Employer agrees to explore opportunities to avoid or minimize layoff, such as transfers, voluntary demotion, voluntary reduced work schedule, or voluntary leave without pay.

### 35.3 **Notification to the Union**

The Employer will notify the President of the Union of pending layoffs described in [Subsection 35.4](#) A, B and C at least thirty (30) calendar days prior to the effective date of the reduction in force. The Union's request to bargain would be in accordance with [Article 49](#), Mandatory Subjects. The discussion will not serve to delay the onset of a layoff unless the Employer elects to do so.

### 35.4 **Basis for Layoff**

Layoffs may occur for any of the following reasons:

- A. Lack of funds;

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- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated;
- E. Termination of a project or end of season; and/or
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

### 35.5 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence, or reduce their hours of work, in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority shall determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status regardless of a break in service.

### ~~35.6 Non-Permanent and Probationary Employees~~

~~Permanent status employees will be offered positions they have the skills and abilities to perform currently occupied by non-permanent and probationary status employees in the same classification in the layoff unit prior to being laid off.~~

### 35.76 Temporary Reduction of Work Hours or Temporary Layoff – Employer Option

- A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours per week ~~for~~ over a period of no more than one-hundred twenty (120) calendar days in a calendar year due to ~~an unanticipated loss of funding,~~ a revenue shortfall, lack of work, shortage of material or equipment, an unanticipated loss of funding, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. Employees may use accrued vacation leave or compensatory time during a period of temporary layoff unless the basis for the layoff includes loss of funding or revenue shortfall.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off shall not be entitled to:

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1. Be paid any leave balance;
2. Bump to any other position; or
3. Be placed on the internal layoff list.

D. A temporary reduction of work hours or layoff will not affect an employee's periodic increment date. The Employer shall continue to provide benefits in accordance with [Article 42](#), Health Care Benefit Amounts, and the employee will continue to accrue vacation leave and sick leave at their normal rate.

### 35.87 Layoff Units

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

### 35.98 Formal Options

- A. Employees with permanent status will be laid off in accordance with seniority, as defined in [Article 34](#), Seniority, and the skills and abilities of the employee. Employees being laid off shall be provided the following options to comparable positions in descending order within the layoff unit:
  1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
  2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.
  3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status, or to a lower classification within their current job classification series for which the employee has the skills and abilities, even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have options to part-time positions. Full-time employees only have options to full-time positions.

Permanent status employees will be offered positions they have the skills and abilities to perform currently occupied by non-permanent and probationary status employees in the same classification in the layoff unit prior to being laid off.

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- B. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status.
- C. For employees who transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:
  - 1.
    - a. A funded vacant position within their current permanent job family and level at the same salary range for which the employee has the skills and abilities.
    - b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
  - 2.
    - a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
    - b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
  - 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

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

### **35.109 Informal Options**

Employees being laid off may be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

### **35.1110 Notification to Employees with Permanent Status**

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.67](#), employees with permanent status shall receive written notice at

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least fifteen (15) calendar days before the effective layoff date. The notice shall include the basis for the layoff and any options available to the employee. The Union shall be provided with a copy of the notice.

- B. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.67](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee shall be paid their salary for the days that they would have worked had full notice been given.
- C. Employees shall be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them, unless mutually agreed otherwise. This time period shall run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

### **35.1211 Salary**

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

- A. Transfer or Bump  
An employee who accepts a transfer or bumps to another position within their current job classification shall retain their current salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position  
An employee who bumps to another position with a lower salary range shall be paid an amount equal to their current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee shall be compensated at the maximum salary of the new salary range.
- C. Appointment from an Internal Layoff List
  - 1. Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off shall be paid the amount in which they were compensated when laid off plus any general wage increases that occurred during the time they were laid off.
  - 2. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off shall be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee shall be compensated at the maximum salary of the new salary range.

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### 35.1312 **Transition Review Period**

- A. Employees appointed to a comparable position with the same job duties as the position the employee held permanent status in prior to layoff shall not be required to serve a transition review period. The Employer determines the comparability of the position. The Employer shall require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which the employee has:
  - 1. Not held permanent status;
  - 2. Been appointed from the General Government Transition Pool Program; or
  - 3. Been appointed from an internal layoff list.
- B. The Employer may extend a transition review period as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name shall be placed on or returned to the internal layoff list. The employee shall remain on the list until such time as their eligibility expires or they have been rehired.

### 35.1413 **Recall**

- A. The Employer shall maintain an internal layoff list for each job classification. Employees who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status, at the same or lower salary range, regardless of a break in service. An employee will remain on internal layoff lists for two (2) years from the effective date of their layoff.
- B. When a vacancy occurs within an agency and when there are names on an internal layoff list, the Employer will consider all of the laid-off employees in accordance with [Article 3](#), Promotions and Vacancies, who have the skills and abilities to perform the duties of the position to be filled. An employee who is offered a position and refuses the offer shall have their name removed from the list.

### 35.1514 **General Government Transition Pool Program**

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

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### **35.1615 Project Employment**

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in [Section 35.89](#), above.
- B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights to the internal layoff list within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment. If the prior Employer has agreed to return the employee to a position in the previous classification, the employee must provide fourteen (14) calendar days' notice to the prior Employer of their intent to return to a permanent position, unless the employee and prior Employer agree otherwise.
- C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program. Upon layoff from the project, project employees who entered the project through the competitive process and remain in project status for two (2) years will be eligible to have their names placed on the internal layoff list for the classes in which permanent project status was attained. Bumping options will be limited to the project boundaries.

### **35.1716 Seasonal Career Employment**

- A. Seasonal career employees have seasonal layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Subsection C below. Employees shall be given no less than fifteen (15) calendar days' notice of a layoff. Layoff notices for DNR seasonal career fire employees will be given to employees at the beginning of each fire season. DNR may extend the fire season with one (1) day's notice due to uncertain weather or fire conditions.
- B. Formal options will be determined using the procedure outlined in Section 35.9 above, to other seasonal career positions. Employees separated due to layoffs shall be placed on a separate seasonal internal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled shall be recalled based on seniority for other seasonal career positions within the layoff unit.
- C. The layoff units for seasonal employees are listed in Appendix A.

## **ARTICLE 40 CLASSIFICATION**

For the purposes of this Agreement, the term "classification and/or class" is defined as a level of work within the statewide job classification system. Where there is a professional structure that includes a job family and a job level, the combination of the job family and the job level constitutes a class, and a change in job family, job level or both is a change in class.

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### 40.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications and/or occupational categories, as determined by the Office of the State Human Resources Director. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.
- B. When reallocation is necessary because the director of State Human Resources creates, abolishes, or revises a class, and an employee's duties have not changed, an employee's base salary is determined as follows:
  - 1. An employee occupying a position reallocated to a class with the same or lower salary range of the same assigned salary schedule must be paid an amount equal to their previous base salary.
  - 2. An employee occupying a position reallocated to a class with a higher salary range of the same assigned salary schedule must have their base salary adjusted to the same step in the new range as held in the previous range. In unique circumstances (e.g., minimum wage adjustments), the Employer may determine a different salary placement other than step for step. Upon request of the Union, the Employer will bargain the salary effect(s).
  - 3. Upon request of the Union, the Employer will bargain the salary effect(s) of the newly proposed classification when an employee occupying a position is reallocated to a new class that is assigned to a range in a different salary schedule as the previous job class.
- C. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan. The Employer will notify the Union when a position is being reallocated to a job classification that is excluded from a bargaining unit covered by this Agreement. Salary placement for new employees will be established per [Subsection 41.7](#) – Establishing Salaries for New Employees and New Classifications. Salary placement for classification reallocations of employees in existing positions that reflect a change in duties when an Employer changes the position's duties or when an employee submits a position review request (PRR), will be determined per [Subsection 40.4](#) – Salary Impact of Reallocation.

### 40.2 Position Review

#### Employee-Initiated Review

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

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- A. The employee will complete and sign the appropriate form. Once completed, the employee will send the request to the supervisor for signature and the request to the agency's Human Resources Office to be date stamped.
- B. After each subsequent thirty (30) day period from the date of sending the request, the employee, upon request, will receive a status update of the position review from the Human Resources Office.
- C. The agency Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the agency within ninety (90) days from receipt of the request.
- D. In the event the employee disagrees with the reallocation decision of the agency, they may appeal the agency decision to the Office of the State Human Resources Director within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Office of the State Human Resources Director will then make a written determination, which will be provided to the employee.
- E. The Employer or employee may only appeal the determination of the Director of the Office of the State Human Resources Director to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of the Office of the State Human Resources Director. The board will render a decision that will be final and binding.
- F. The effective date of a reallocation resulting from an employee's request for a position review is the date the request was filed with the agency Human Resources Office.

### 40.3 Effect of Reallocation

- A. Reallocation to a Class with a Higher Salary Range Maximum
  - 1. If an employee has performed the higher-level duties for at least six (6) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.
  - 2. If a reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least six (6) months, the Employer may promote the employee without competition as long as the employee meets the competencies and any other position requirements. The Employer must give the employee the opportunity to compete for the position. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall, applies. If the employee is appointed, they must serve a trial service period.

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

If an employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status. If an employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies. The Employer may consider providing an in-training appointment in accordance with [Article 4, Section 4.4 C](#).

C. Reallocation to a Class with a Lower Salary Range Maximum

If an employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classifications that the employee has occupied with permanent status prior to the reallocation and in the General Government Transition Pool Program.

### 40.4 Salary Impact of Reallocation

An employee whose position is reallocated will have their salary determined as follows:

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

Upon appointment to the higher class, the employee's base salary will be increased as follows:

1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step. At the time of the reallocation, the agency head or designee may authorize an increase of the base salary up to a total of ten percent (10%).
2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

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

The employee retains their previous base salary.

C. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the salary range.

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### 40.5—Information Technology Professional Structure (ITPS) Definitions

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.  <del>IT Family includes: 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>
Level	The measure of complexity of work performed.  <del>IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager.</del>
Class, Classes, and Classification (where used in reference to job classification)	<del>Where these terms are used in this CBA, for the purposes of the ITPS, these shall be followed by “or job family/ies and level/s.”</del>

## APPENDIX G BARGAINING UNITS REPRESENTED BY THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

Agency	PERC Description	Decision No.
Agriculture	Non-Supervisory Microbiology Lab Non-Supervisory Classified <u>specified employees in the: (1) Food Safety and Consumer Services Division’s Food Safety and Consumer Services Laboratories Program, Food Safety Program, and Animal Feed Program; (2) Agricultural Environmental Services Division; and (3) the Chemical and Hop Laboratory.</u>	9066 <del>9390</del> <u>13805</u>
Blind, School for the	Non-Supervisory Teachers <del>Certified</del> <u>and Certified Staff</u>	9679
Center for Deaf and Hard of Hearing Youth	Non-Supervisory Teachers <u>and Certified Staff</u>	8391
Licensing	Non-Supervisory Vehicle Service Investigators	RU-550
Liquor & Cannabis Board	Non-Supervisory Office-Clerical Non-Supervisory Liquor License Specialists	10615 8942
Military	Non-Supervisory Trades	12402

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Natural Resources	Non-Supervisory Classified Supervisory Classified	10050 10051
Revenue	Non-Supervisory Classified	RU-498
State Patrol	Non-Supervisory Electronic Services Supervisors Technical Services Non-Supervisory Field Staff at State Fire Marshall's Office Supervisory Communications Commercial Vehicle Enforcement Officer 3 Non-Supervisory Information Technology Fleet Support Division	8363 10485 8436 RU-388 8568 RU-569

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### APPENDIX K ~~B. MEMORANDUM OF UNDERSTANDING~~ AGREEMENT

BETWEEN

THE STATE OF WASHINGTON

AND

THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

#### Data Sharing Agreement

This ~~Memorandum of Understanding (MOU)~~ Agreement by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association (Union) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the Union and which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the DSA.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares Category 3 or higher data. Additionally, ~~the Office of the Chief Information Officer~~ Washington Technology Solutions outlines in Policy ~~#141.10~~ SEC-08-01 that when an agency shares Category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to information requests, status reports, and voluntary deductions reporting as set forth in the collective bargaining agreement and covers both Categories 3 and 4 data, including Personal Information and Confidential Information that OFM may provide to the Union.

#### Category 3 – Confidential Information

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

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10;
- b. Information about public employees as defined in RCW 42.56.250;
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9); and/or
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

### Category 4 – Confidential Information Requiring Special Handling

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

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; and/or
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

### **In recognition of the above, the parties agree to the following:**

The Employer and the Union will strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- a. The data that will be shared;
- b. The specific authority for sharing the data;
- c. The classification of the data shared;
- d. Access methods for the shared data;
- e. Authorized users and operations permitted;
- f. Protection of the data in transport and at rest;
- g. Storage and disposal of data no longer required;
- h. Backup requirements for the data if applicable; and
- i. Other applicable data handling requirements.

The provisions contained in this Agreement become effective on July 1, 2025. This Agreement shall expire on June 30, 2027.

*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/

Valerie Inforzato, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steven Sloniker, Contract Administrator  
WPEA

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

### **A. MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON STATE DEPARTMENT OF REVENUE AND THE OFFICE OF FINANCIAL MANAGEMENT (OFM), STATE HUMAN RESOURCES, LABOR RELATIONS SECTION**

Following a demand to bargain with the WPEA in 2014, regarding the installation of cameras installed to protect the assets and security of staff due to the significant influx of cash, an MOU was reached regarding the purpose of the cameras, the use of footage, etc. The current MOU below reflects minor modifications as a result of additional bargaining that has occurred since 2014 related to security cameras used to protect assets and security of staff.

- ~~This agreement applies to the cameras installed and activated between August 2014 and September 2018.~~
- It is agreed that the sole purpose of the security system cameras is for ensuring the security of property and safety of employees and is not to be used for evaluating or monitoring of employees.
- Camera footage is to be primarily used to investigate criminal activity or security incidents involving the security of assets or safety of employees. Camera footage may also be used for training/coaching purposes for employees handling cash. When recorded video is reviewed in response to a security incident, DOR will have the option to investigate policy violations revealed in the recording even if they are not central to the initial incident.
  - a) In accordance with Part 1 of this agreement and CBA Article 26.7, no additional footage will be utilized in the secondary investigation of the alleged policy violation, unless the violation qualifies as a security incident or criminal activity.
- Recorded footage will be retained for no more than thirty (30) days, except in the case of investigating a security incident.
- Recorded camera footage and live feed will only be accessed by designated DOR employees in accordance with Agency Policy 6.3.3 and the Least Privilege Principle outlined therein. Should agency policy change, DOR will give WPEA notice and opportunity to bargain.
- If the Agency is considering utilizing the video content for disciplinary action, the footage shall be made available for WPEA review upon request.
- The DOR will provide WPEA an initial list of individuals who have access to the recorded footage and live feeds. The DOR will provide an updated version of the list at least semi-annually, upon request.

# INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

- If any modifications are performed to the cameras or their field of vision, the WPEA will be provided notice and an opportunity to bargain. Upon request, WPEA will also have an opportunity to review the modifications.

/s/	12/18/18	/s/	12/18/18
Betty Devos	Date	Lane Hatfield	Date
Labor Relations Manager		Contract Administration Director	
Dept. of Revenue		WPEA	

/s/	12/18/18
Shea Gomez, Labor Negotiator	Date
OFM/SHR/LRS	

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

### ~~C. MEMORANDUM OF UNDERSTANDING~~ ~~BETWEEN~~ ~~THE STATE OF WASHINGTON~~ ~~AND~~ ~~THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION~~

#### ~~Re: Health & Safety and COVID-19 Vaccination Lump Sum Payment~~

This Memorandum of Understanding (MOU) is entered into between the State of Washington (State/Employer) and the Washington Public Employees Association (WPEA/Union), as part of the parties' 2023-2025 Collective Bargaining Agreement (CBA) negotiations, regarding health and safety and an up-to-date COVID-19 vaccination with the parties agreeing as follows:

#### ~~1. Health and Safety~~

~~It is the duty of the Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures.~~

#### ~~2. One-Time Lump Sum Payment for Providing Proof of Up-to-Date COVID-19 Vaccination~~

~~a. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment if they meet the following conditions:~~

~~(1.) Employees who choose to voluntarily provide their Employer with proof of an up-to-date COVID-19 vaccination, which must include any vaccinations recommended by the U.S. Centers for Disease Control and Prevention at the time proof is provided to the Employer, between January 1, 2023, and December 31, 2023, shall receive a one thousand dollar (\$1,000) one-time lump sum payment to be paid no earlier than July 25, 2023. All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file.~~

~~(2.) The lump sum payment will be reflected in the employee's paycheck subject to all required state and federal withholdings and paid as soon as practicable based upon their agency's Human Resources and/or payroll processes.~~

~~(a.) Bargaining unit employees will only receive one (1) lump sum payment regardless of whether they occupy more than one (1) position within State government. Eligibility for the lump sum payment will be:~~

# INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

- i. ~~Based upon the position in which work was performed on the date the up-to-date status is verified; or~~
- ii. ~~If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.~~
- b. ~~Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023, and December 31, 2023.~~
- c. ~~Employees who are no longer employed on July 1, 2023, are not entitled to receive the lump sum.~~

~~This MOU will continue to be subject to the applicable provisions of RCW 41.80, including those of submission to OFM by October 1, 2022, financial feasibility determination, and legislative funding.~~

**~~Dated: October 13, 2022~~**

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Valerie Inforzato Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section~~

~~Amanda Hacker, WPEA  
Contract Administration Director~~

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

### ~~**D. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**~~

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

~~This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Washington Public Employees Association (Union) is entered into for the purposes of implementing a recognition and retention lump sum payment.~~

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

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

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

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

~~1. For employees who hold more than one position within State government or higher education, the position for which they work the majority of their hours will be responsible for processing the lump sum payment.~~

~~2. Payment eligibility is based on the 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.~~

~~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).~~

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

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

~~For the State/Employer:~~

~~For the Union:~~

~~/s/~~

~~Valerie Inforzato, OFM/SHR  
Labor Negotiator~~

~~/s/~~

~~Amanda Hacker, WPEA  
Contract Administration Director~~

For the Employer

For the Union

/s/

Tanya Aho Labor Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

/s/

Steve Sloniker, WPEA  
Contract Administration Director

## INTERIM AGREEMENT

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### **GB. MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

#### **THE STATE OF WASHINGTON**

#### **OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION (OFM/LRS)**

#### **AND**

#### **WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION (WPEA)**

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure for the General Government (GG) Collective Bargaining Agreement:

### **I. Definitions**

<b>Term</b>	<b>Explanation</b>
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.  <u>IT Family/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.
Level	The measure of complexity of work performed.  <u>IT Levels include:</u> Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
<u>Allocation</u>	<u>The assignment of a position to a job family and level.</u>
<u>Reallocation</u>	<u>The assignment of a position to a different level and/or job family.</u>
Class, Classes, and Classification ( <i>where used in reference to job classification</i> )	Where these terms are used in the <del>WPEA-GG</del> <u>this CBA</u> , for the purposes of the <del>implementation of the new</del> IT Professional Structure, they shall be followed by “or job family/ies and level/s.”

### **II. Impacts**

- A.** The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure:
- The determination of a position as overtime-eligible or overtime-exempt;
  - Required licensure and/or certifications;

## INTERIM AGREEMENT

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- c. The designation of a position as “required personnel” or “emergency employee;”
- d. The grievance procedure, as outlined in Article 30;
- e. The eligibility for and/or receipt of existing assignment pays;
- f. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;
- g. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary periods.

### **B. Layoff and Recall in the IT Professional Structure**

Layoff options for employees who have transitioned into the IT Professional Structure on July 1, 2019, will be as follows:

- 1.
  - (a) A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.
  - (b) A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
- 2.
  - (a) A funded filled position held by the least senior employee, within their current permanent job family and level for which the employee has the skills and abilities.
  - (b) A funded filled position held by the least senior employee, within another job family and level with the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
- 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee’s written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only

## INTERIM AGREEMENT

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have formal options to full-time positions. For employees in the IT Professional Structure hired on or before June 30, 2019, the IT Assessment form will be one of the tools used to identify available layoff options within the IT Professional Structure.

### **C. Layoff and Recall in Other Job Classifications**

1. Informal layoff options for employees who have transitioned from the previous IT-related job classifications that were abolished on July 1, 2019 will have informal layoff options as outlined below.

#### Informal Options:

Employees being laid off will be offered funded vacant positions within their layoff unit provided they meet the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

2. The provisions of this section (II.C.1) will expire on June 29, 2021.

## **III. Compensation**

### **A. Supervisory Differential**

Positions at the Entry, Journey, Senior/Specialist level in the IT Professional Structure that are designated as and performing all the duties of a supervisor will receive a 5% supervisory pay differential in addition to the base salary.

### **B. Step M**

Question #16 on the Step M Q&A applies to positions transitioned into the IT Professional structure:

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

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.

### **C. Classification Structure and Salary Grid**

Attachment 1 reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019.

### **D. Salary Transition into IT Professional Structure**

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

# INTERIM AGREEMENT

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- i. In those cases where the employee's June 30, 2019, salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacated the position or their salary falls within the new salary range.
- ii. All other employees will have their salary in effect as of June 30, 2019, increased by two and one-half percent (2.5%). Effective July 1, 2019, these employees will transition to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.
- iii. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.

~~This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 bargaining for WPEA and is not precedent setting. If fully funded by the State of Washington, the provisions of this agreement will become effective July 1, 2019.~~

For the Employer

For the Union

/s/

/s/

Valerie Inforzato Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, WPEA  
Contract Administration Director

INTERIM AGREEMENT

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H. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION

Leave with Pay in Response to Emergency Proclamation 23-05

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

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

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

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

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

Dated: August 30, 2023

For the State/Employer:

For the Union:

/s/

Valerie Inforzato, OFM/SHR  
Labor Negotiator

/s/

Amanda Hacker, WPEA  
Contract Administration Director

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

*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/

Tanya Aho, Labor Relations Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, WPEA  
Contract Administrator

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

# ~~I. MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND WASHINGTON PUBLIC EMPLOYEES ASSOCIATION~~

## ~~WSP Communications Officer~~

### ~~Recruitment and Retention Payment Program~~

~~The parties recognize that retention and recruitment of Communications Officers to the Washington State Patrol is challenging in the current economic climate. In recognition of these ongoing staffing challenges and the impact to the Washington State Patrol and to public safety, the Legislature has allocated one-time 23-25 biennium funds for a recruitment and retention program.~~

The parties agree to the following:

- ~~1. Two (2) retention incentive payments of one thousand two hundred and fifty dollars (\$1,250) each, will be paid to all Communications Officers that were hired on or before December 31, 2023, and remain in the Communications Officer series on the dates outlined below:~~
  - ~~• First payment will be on the second February 2024 paycheck to all Communications Officers that were hired on or before December 31, 2023, and remain in the series on January 31, 2024.~~
  - ~~• Second payment will be on the second February 2025 paycheck to all Communications Officers that were hired on or before December 31, 2023, and remain in the series on January 31, 2025.~~
- ~~2. Two (2) recruitment incentive payments of two thousand dollars (\$2,000) each, will be paid to each Communications Officer 1 hired after December 31, 2023.~~
  - ~~• First payment will be received on the employee's first paycheck after hire depending on the WSP's payroll practices and procedures.~~
  - ~~• Second payment will be received on the second February 2025 paycheck or after the employee's successful completion of the Communications Training Program, whichever comes later.~~
    - ~~o If the Communications Training Program will not be completed prior to June 30, 2025, and the employee is still employed in the Communication Officer series on June 30, 2025, the employee will receive the payment on their paycheck covering the last pay period of the 2023-2025 fiscal biennium. If the employee does not~~

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

~~successfully complete the Communications Training Program, the second payment will be considered an overpayment and will be repaid based on the terms of the CBA.~~

- ~~3. Should WSP determine prior to June 30, 2025, that the funds have been exhausted or committed based on the above payments, any recruits after that determination will not be eligible for any retention payments.~~
- ~~4. The Employer will provide no later than May 1, 2025, a report to the exclusive bargaining representatives that includes the amount of funds that remain unspent and the number of current employees who have received the first recruitment payment but not the second. Any funds that remain unspent or uncommitted will be used for an additional retention payment to all Communications Officers who were hired on or before December 31, 2023, and remain in the series as of June 1, 2025. The amount of the retention payment will be equal for said Communications Officers based on the remaining balance of the funds. Payment will be received in a June 2025 paycheck, depending on the WSP's payroll practices and procedures.~~

~~All payments in this agreement or arising from subsequent bargaining will be subject to all state and federal withholdings.~~

~~This agreement is effective on the date of the final signature below and will expire on June 30, 2025.~~

**Dated: January 23, 2024**

For the Employer

For the Union

/s/

/s/

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

Abbie Hart, Labor Advocacy Specialist  
WPEA

*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/

Tanya Aho, Labor Relations Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, Contract Administrator  
WPEA

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

**J. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**Vacation Leave Accrual Maximum**

Due to the passage of House Bill 2246 amending RCW 43.01.044, 41.40.010, and 43.43.120; and reenacting and amending RCW 43.01.040 which increases the maximum number of hours of unused vacation leave a state employee may accrue from 240 hours to 280 hours effective June 6, 2024, the parties agree to modify Article 11, Vacation Leave, Section 11.9 – Vacation Leave Maximum, as follows:

**11.9 – Vacation Leave Maximum**

Employees may accumulate maximum vacation balances not to exceed two hundred fortyeighty (240280) hours, which is currently the statutory limit in accordance with RCW 43.01.040. 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 fortyeighty (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.

The above modifications to Section 11.9 are not effective until June 6, 2024.

This MOU will expire on June 30, 2025.

**Dated: April 11, 2024**

For the Employer

For the Union

/s/

/s/

Valerie Inforzato, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

Amanda Hacker, President  
Washington Public Employees Association

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

**K. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**THE WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**ORCA PROGRAM VAN POOL SUBSIDY**

Due to the passage of Engrossed Substitute House Bill 2134 and the Washington State Department of Transportation's (WSDOT) efforts to implement a state worker vanpool benefit program that is fully subsidized consistent with ESHB 2134 (Sec. 221[18]), the parties agree to modify Article 24, Use of Privately Owned and State Vehicles, Commute Trip Reduction, and Duty Stations, Section 24.6—All Employees with King, Pierce, or Snohomish County Duty Stations, Subsection B, as follows:

**24.6—ALL EMPLOYEES WITH KING, PIERCE, OR SNOHOMISH COUNTY DUTY STATIONS**

- A.——All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a “One Regional Card for All,” otherwise known as an ORCA card. Travel via ferry is specifically excluded from this benefit.
- B.——All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars (\$50.00) towards the monthly cost.

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

~~The above modifications to Subsection 24.6 B are effective on the below date of the Union's signature.~~

~~THIS MOU WILL EXPIRE ON JUNE 30, 2025.~~

~~DATED: APRIL 22, 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/

\_\_\_\_\_  
Valerie Inforzato, Labor Negotiator  
OFM/SHR Labor Relations &  
Compensation Policy Section

\_\_\_\_\_  
STEVEN SLONKER, CONTRACT  
ADMINISTRATOR WPEA

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

**L. MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**

**Sick Leave Use**

~~Due to the passage of Engrossed Substitute Senate Bill 5793 amending RCW 49.46.210; creating a new section; and providing an effective date; which expands the purposes for which an employee may use sick leave and the definition of family for the purpose of sick leave effective January 1, 2025, the parties agree to modify Article 12, Section 12.2 — Sick Leave Use, as follows:~~

**~~12.2 — Sick Leave Use~~**

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

- ~~A. — A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments and for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210.~~
- ~~B. — Care of family members as required by the Family Care Act, WAC 296-130 and to provide care for family members as allowed under RCW 49.46.210.~~
- ~~C. — Qualifying absences for Family and Medical Leave (Article 15).~~
- ~~D. — Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.~~
- ~~E. — Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.~~
- ~~F. — Illness of or household members, up to five (5) days for each occurrence or as extended by the Employer.~~
- ~~G. — A death of a relative in cases where the employee is not eligible for bereavement leave under Article 17, or when the employee elects to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel. The Employer may require verification.~~
- ~~H. — Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 18, Section 18.12.~~

## INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

- I. ~~Leave for Domestic Violence Leave as required by RCW 49.76.~~
- J. ~~In accordance with RCW 49.46.210, when an employee's place of business has been closed by order of a public official for any health-related reason as defined in WAC 296-128-600, or when an employee's child's school or place of care has been closed for such a reason or after the declaration of an emergency by a local or state government or agency, or by the federal government. Health-related reason, as defined in WAC 296-128-600 (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.~~
- K. ~~Family, Relative and Household Member Defined Terms:~~
  - 1. ~~Family member is defined as means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.~~
  - 2. ~~a. Child means, including a biological, adopted, or foster child, stepchild, a child's spouse, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;~~
  - 3. ~~Grandchild means a child of the employee's child.~~
  - 4. ~~Grandparent means a parent of the employee's parent.~~
  - 5. ~~Parent means b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;~~
  - 6. ~~c. Spouse;~~
  - 7. ~~State registered domestic partner as defined by RCW 26.60;~~
    - d. ~~Registered domestic partner as defined by RCW 26.60;~~
    - e. ~~Grandparent;~~
    - f. ~~Grandchild; or~~
    - g. ~~Sibling~~

INTERIM AGREEMENT

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8. ~~Relative is defined as an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.~~
9. ~~Household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.~~

~~This MOU shall be effective January 1, 2025, through June 30, 2025.~~

~~Dated December 18, 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/

Tanya Aho, Labor Relations Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, CAD  
WPEA

INTERIM AGREEMENT

This agreement will be incorporated into the tentative agreement bargained by the parties and will only become final when the complete tentative agreement is determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2026-2027 budget.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION (OFM/LRS)  
AND  
WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION (WPEA)  
Washington State Department of Agriculture's (WSDA) Laboratory Safety Inspections for  
FY26

This MOU sets forth the WSDA's acknowledgements and agreements regarding the Yakima Chemical and Hop Lab Independent Safety Inspection:

- Employees working in the WSDA Yakima Chemical and Hop Laboratory have unique and significant safety risks associated with their work.
- WSDA is aware from employees that recent critical incidents in the laboratory have undermined employee confidence in laboratory safety protocols.
- WSDA agrees with WPEA and WSDA employees that safety in the laboratory is of paramount importance, as is employee confidence in the sufficiency of safety protocols.
- Between July 1, 2025 and June 30, 2026, the Yakima Chemical and Hop Lab will coordinate to have an independent safety evaluation of the Lab and its safety protocols conducted by a ~~qualified outside party~~. The Washington State Department of Labor and Industries (L&I) Safety and Health Program.
  - ~~— The qualified outside party will be selected by WSDA based on cost and availability.~~
  - ~~The Washington State Department of Labor and Industries Safety and Health Program is considered a qualified outside party.~~
- The final report and any recommendations from the independent safety evaluation will be shared by WSDA with WPEA.

INTERIM AGREEMENT

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- Between July 1, 2025 and June 30, 2026, special UMCC meetings focused on WSDA laboratories and laboratory-related issues, including safety concerns can be scheduled once every six months, unless otherwise mutually agreed to by WSDA and WPEA.

**This MOU will expire on June 30, 2026.**

*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/

Tanya Aho, Labor Relations Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, Contract Administrator  
WPEA

**This Interim Agreement shall become effective on July 1, 2025 and shall expire on June 30, 2027.**

*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/

Tanya Aho, Labor Relations Manager  
OFM/SHR Labor Relations &  
Compensation Policy Section

Steve Sloniker, Contract Administrator  
WPEA