
COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

COALITION

(AIAJ, AWP, FOP, IAFF, IBEW, MM&P, Teamsters 174, Teamsters760, UA, UPW, WAFHP, WSNA, WSPTA, WSPSTA)

EFFECTIVE

JULY 1, 202~~3~~⁵ THROUGH JUNE 30, 202~~7~~⁵



~~2023-2025~~
2025-2027

TENTATIVE AGREEMENT ONLY.

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

COALITION
~~2023-2025~~2025-2027

*PLACEHOLDER

PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and a coalition of all of the exclusive bargaining representatives described in Appendix A, “Coalition Exclusive Bargaining Representatives,” who are subject to [RCW 41.80.010](#) and represent fewer than a total of five hundred (500) employees each, referred to as the “Union.”

If a new general government bargaining unit is certified by the Public Employment Relations Commission (PERC) during the term of this Agreement and that exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply.

If a Coalition exclusive bargaining representative exceeds five hundred (500) members during the term of this Agreement, the Agreement will remain in full force and effect for that union until the expiration of the Agreement and negotiation of a successor Agreement.

ARTICLE 1 RECOGNITION CLAUSE

- 1.1 This Agreement covers the employees in the bargaining units described in Appendix A, “Bargaining Units Represented by the Coalition Exclusive Bargaining Representatives,” but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the classifications listed in Appendix A are listed for descriptive purposes only.
- 1.2 If the Public Employment Relations Commission (PERC) certifies a new bargaining unit in general government during the term of this Agreement and the exclusive bargaining representative represents fewer than a total of five hundred (500) employees, the terms of this Agreement will apply. The Employer agrees to enter into negotiations regarding mandatory subjects with the newly added group to discuss any bargaining unit specific concerns which are not addressed in this Agreement. The Employer shall provide copies of any agreement reached with that group to the remaining representatives.
- 1.3 The parties recognize that PERC has the exclusive authority to determine appropriate bargaining unit composition and exclusive representation.

ARTICLE 2 NON-DISCRIMINATION

- 2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, genetic information, creed, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, or union activities. Bona fide occupational qualifications based on the above traits do not violate this Article.
- 2.2 Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 2.1.
- 2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within seven (7) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.
- 2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

ARTICLE 3 BID SYSTEM

3.1 Applicability

- A. This Article applies only to employees in the Master, Mates & Pilots (MM&P), Washington State Nurses Association (WSNA), Union of Physicians of Washington (UPW), Washington State Patrol Communication Managers (IBT 174), Affiliated Washington Pharmacists (AWP), International Association of Fire Fighters (IAFF), and Washington Association of Fish Hatchery Professionals (WAFHP) (Sections 3.1 and 3.16 only).
- B. This Article does not apply to the filling of non-permanent, on-call, project or career seasonal positions.
- C. The Employer will comply with the provisions of this Article prior to filling vacancies in accordance with [Article 4](#), Filling of Vacancies.

3.2 Definitions

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

- A. Bid Positions
Positions filled as a result of a bid.
- B. Bid System
A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or to a lower classification within the bargaining unit for which they have previously held status. A permanent part-time employee will be eligible to bid for full-time positions after completing one thousand and forty (1,040) hours of employment within the job classification. A permanent full-time employee will be eligible to bid to a part-time position in the same job classification in which the employee currently holds permanent status or to a lower classification within the bargaining unit for which they have previously held status. Exceptions to these parameters are noted herein.
- C. Position
A particular combination of shifts and days off.

3.3 Components of a Bid

Bids shall indicate the employee's choice of shift, days off and job classification. Employees shall be responsible for the accuracy of their bids. Each bid shall remain active for a period of twelve (12) months from the date submitted by the employee.

3.4 Submittal, Withdrawal and Denial of Bids

Any bids submitted after the date a vacancy is considered to have occurred shall not be considered for that vacancy, unless otherwise provided for in this Article. Employees are expected to submit bids in writing. Employees may withdraw their bids, in writing, at any

time prior to the referral. An employee's bid request may be denied if the employee has documented attendance or performance problems or if the employee has not demonstrated they have the skills and abilities or licensing for that position as determined by Management.

A. MM&P

Bids will be submitted to the Marine Manager and upon receipt will be dated with a copy returned to the employee and the original maintained on file in the Marine Manager's Office.

B. IAFF

Overtime eligible employees who work twenty-four (24) hour shifts will bid annually for shifts. Bidding order shall be based on seniority. Bidding shall be complete by November 15 of each year and the awarded bid shifts schedule shall start on the first day of the 27 day FLSA cycle after the beginning of the following calendar year.

Bids will be submitted to the Fire Chief and upon receipt will be dated with a copy returned to the employee and the original maintained on file in the Fire Chief's Office.

C. WSNA

WSNA members may submit a bid during the first seven (7) days of the posting period. DVA will announce the posting by sending an email to WSNA on the first day of the posting.

3.5 New Positions or Reallocated Positions

When a new position is established or a current vacant position is changed, the Employer will post the position for seven (7) calendar days if the combination of shift and days off does not currently exist.

3.6 Vacancy

For purposes of this Article, a vacancy occurs when:

A. An employee notifies management, in writing, that the employee intends to vacate their position; or

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

C. MM&P:

A position's assigned day(s) off change by one (1) or more days, or shift hours change by more than two (2) hours. In these cases, if the position is filled at the time of the change, the incumbent may elect to remain in the position. If the incumbent elects not to remain in the position, they may elect to assume a position currently occupied by an employee with less seniority than themselves within the same job classification providing they have demonstrated the skills and abilities or

licensing for that position as determined by Management. This process shall continue until all bargaining unit positions are filled.

3.7 Awarding a Bid for WSNA

When a permanent vacancy occurs, the Employer shall determine if any employee has submitted a bid request for the shift and days off. Seniority shall prevail provided the employee has the skills and abilities necessary to perform the duties of the position.

3.8 Awarding a Bid for MM&P

When a permanent vacancy occurs, the Employer shall determine if any employee has submitted a bid request for the shift and days off. Seniority within the Marine Department shall prevail provided the employee has the skills and abilities necessary to perform the duties of the position.

3.9 Awarding a Bid for UPW

When notice of a permanent vacancy occurs, physicians will be allowed to submit a bid within the first five (5) work days of the notice. Management shall consider all bids according to seniority provided the physician has the skills and abilities necessary to perform the duties of the opening. Each senior physician considered, but not appointed, shall be notified in writing of the reasons why they were not appointed. No UPW vacancies will be filled with classifications outside of the bargaining unit without first providing notice and an opportunity for a physician to submit a bid to fill the position, or through physician(s) extra duty coverage sufficient to fill the assigned hours for the position. A vacancy is defined as any position which has been funded for or traditionally filled by a bargaining unit member.

3.10 Awarding a Bid for IBT 174

When a permanent vacancy occurs, the Employer shall determine if any Communication Officer Manager (CO 4) has submitted a transfer request for that particular position. Management shall consider all requests in order of receipt provided the employee has the skills and abilities necessary to perform the duties of the position. Each employee considered but not appointed shall be notified in writing of the reasons why they were not appointed.

3.11 Awarding a Bid for IAFF

When a permanent vacancy occurs, with the exception of position WV98 (working title Assistant Fire Chief), the Employer shall determine if any employee has submitted a bid request for the shift. Seniority within the Fire Department shall prevail.

3.12 Awarding a Bid for AWP

When a permanent vacancy occurs, the Employer shall determine if any pharmacist has submitted a bid for that particular opening. Management shall consider all bids according to seniority provided the pharmacist has the skills and abilities necessary to perform the duties of the opening. Each senior pharmacist considered but not appointed shall be notified in writing of the reasons why they were not appointed.

3.13 Commitment Following an Award or Employee Refusal of a Bid

When an employee has been awarded a bid, or refuses an awarded bid, the employee will be prohibited from requesting other bids for a minimum of six (6) months. The six (6) month period will begin on the first day the employee is assigned the new shift and/or days off. All other active bids the employee has on file will be removed from the bid system.

3.14 Reassignment From a Bid Position

Nothing in this Article shall preclude management's right to reassign an employee from the employee's bid position to another position on a different shift or to a position with different days off, provided the employee is notified in writing of the reason(s) for the reassignment. Employees may request a reassignment into a position regardless of bid eligibility status.

3.15 Department of Fish and Wildlife - WAFHP**A. Fish Program – Hatcheries Division**

1. When a vacancy occurs or a new position is created, the opening will be posted via department e-mail to all hatchery facilities for a period of fourteen (14) calendar days from the date of the official written notification to Personnel of the need to open a recruitment. ~~Employees who hold permanent status in the job classification of the position they are interested in transferring into may bid on openings.~~ To bid, employees must send an e-mail outlining their qualifications for the position to the agency's personnel office during the posting period indicating the position and geographic location of the position they wish to bid on. E-mail notification by the employee must occur during the fourteen (14) day period and it is the sole responsibility of the employee to ensure the e-mail is sent and received during this time frame. Employees submitting an e-mail indicating an interest and desire to transfer to a vacancy or a new position will accept the vacancy should it be offered to them.

~~Only those employees who have worked at their current location in excess of four (4) years, with the exception of those employees described in Subsection C below, and who have the required skills and abilities of the position will be eligible to bid. E-mail notification by the employee must occur during the fourteen (14) day period and it is the sole responsibility of the employee to ensure the e-mail is sent and received during this time frame. Employees submitting an e-mail indicating an interest and desire to transfer to a vacancy or a new position will accept the vacancy should it be offered to them.~~

2. With the exception of those employees described in Subsection C of this article, employees who have the required skills and abilities of the position will be eligible to bid as long as they meet the following eligibility criteria:
 - (a) Employees must hold permanent status in the job classification of the bid position and have worked at their current location in excess of four (4) years; OR

(b) Employees must be career seasonal employees with permanent status in the job classification of the bid position and have held permanent status of the bid position at their current location for forty-eight (48) months.

3. In accordance with Subsection (A)(1) above, when a vacancy occurs or a new position is created, the Department will award the bid on the basis of seniority as defined in [Article 34](#), except as provided for in Subsection B and C below. Seniority will prevail provided the employee has, as determined by the Employer, the skills and abilities necessary to perform the duties of the position and the employee does not have any documented attendance or performance problems within the calendar year immediately preceding the bid transfer request.

B. Hardship Transfers

For purposes of this Article, a “hardship” transfer is defined as a military deployment a medical or safety-threatening situation causing specific loss or suffering to an employee or the employee’s spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), children, parents, or spouse’s parents. This provision includes stepchildren and stepparents. Employees who have a hardship may request a hardship transfer to a vacant or new position. To maintain confidentiality of private and/or medical information, requests for hardship will be submitted to the WAFHP legal counsel. Those supported by the WAFHP legal counsel will be forwarded with a written record of support, including the original employee request and all supporting documentation, to the Appointing Authority for consideration.

WAFHP

Another condition that would prioritize a bid candidate as a hardship is a hatchery employee who accepted a relocation layoff option and is requesting to return to the location worked immediately preceding that layoff. This type of bid for hardship transfer will only be available for three (3) years from the date of the original layoff.

The Appointing Authority’s decision on the request for a hardship transfer will be final and is not subject to the grievance procedure.

C. For Fish Hatchery Technicians and Fish Hatchery Specialists 1, 2, 3, and 4 impacted by a layoff/bump who accepted a relocation to a different facility to remain employed, the time spent at the facility immediately prior to the layoff/bump will, for the purposes of determining eligibility to bid, count toward the calculation of having worked at one (1) facility for three (3) years.

The Agency will pay moving expenses of five hundred dollars (\$500) per move for those who have spent at least four (4) years in their current facility. The Agency will pay three hundred seventy-five dollars (\$375) for those who have spent three (3) years in their current facility. The Agency may authorize additional moving expenses under special circumstances.

ARTICLE 4 FILLING OF VACANCIES

- 4.1 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. If the Employer intends to convert a position which results in it no longer being in the bargaining unit, the Employer will fulfill its obligation to bargain. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
- 4.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 35](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- 4.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- 4.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the Agency.
- 4.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the Agency.
- 4.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the Agency.
- 4.7 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.
- E. 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.

ARTICLE 5 HIRING AND APPOINTMENTS

5.1 Filling Positions

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

- A. IBEW/UA
Recruitment announcements will remain open for a minimum of fourteen (14) calendar days for the following job classifications:
 - 1. Electrical Construction Field Supervisor/Technical Specialist;
 - 2. Electrical Construction Inspector/Electrical Construction Inspector Lead;
 - 3. Electrical Plans Examiner;
 - 4. Compliance Specialty Supervisor;
 - 5. Specialty Compliance Technical Specialist;
 - 6. Construction Compliance Inspector; and
 - 7. Factory and Mobile Home Plans Examiner.
- B. IBEW
Posted permanent positions may be filled after a minimum of three (3) qualified applicants, if available, have participated in the hiring process.
- C. IAFF
When position WV98 (working title Assistant Fire Chief) becomes vacant, Fire Captains who apply will be interviewed for the opening. Each Fire Captain

interviewed, but not appointed, shall be notified in writing of the reasons why they were not appointed.

D. FWLCA

When an opening occurs for a lieutenant or captain position, the agency (WDFW) may fill the vacancy by posting the employment announcement for the opening in the following order:

1. Commissioned agency employees who are holding or have held the same rank of that position within the agency can request a transfer by submitting a request letter to the Chief. The request may be accepted or the employee may be asked to apply for the position as detailed in two (2) below;
2. Promotional opportunity for all commissioned agency employees meeting the minimum qualifications for the position;
3. If no candidates are selected through steps 1 or 2 (above), a promotional opportunity may be utilized for lateral commissioned officers from outside the agency who meet the minimum qualifications.

The position will be posted internally for ten (10) calendar days. The posting will include the minimum qualifications required for the open position. Any commissioned employee meeting the minimum qualifications for the position may submit a written request for consideration and may submit a resume through their chain of command to the Chief or designee. The intent of this Section is to bring forth names of interested employees without limiting the ability of the Chief or designee to place the most qualified person into such positions. External candidate will go through the agency hiring process.

5.2 Internal Movement – Permanent Employees

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

5.3 Permanent Status

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

5.4 Types of Appointment

- A. Non-Permanent

1. The Employer may make non-permanent appointments. A non-permanent appointee must have the skills and abilities required for the position. When the employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.
2. An employee with permanent status may accept a non-permanent appointment. 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. After receipt of this notification the employee may elect to accept or turn down the appointment offer.
3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment or if the non-permanent appointment was filled using a veteran placement program. Before converting a non-permanent appointment into a permanent appointment, [Article 3](#), Bid System, and [Article 35](#), Layoff and Recall, must be followed. For a conversion, the employee will serve a probationary or trial service period.
4. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee, however if practicable, the Employer may provide more than one (1) working day's notice. Non-permanent appointments normally will not exceed twenty-four (24) consecutive months in duration.

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 one (1) day's notice to the employee.

WSNA

Registered Nurses employed as on-call employees shall be available for at least four (4) full shifts per month. The availability for these shifts must be submitted to the employer at least one month prior to the schedule being posted. This does not entitle on-call employees to work a minimum number of shifts in any given month.

C. In-Training Employment

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 document the training program, including a description and length of the program.

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 periods required by the in-training program. Employees who are not successful may be separated at any time with three (3) working days' notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with three (3) 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 5.5 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 Employer will determine the length of the trial service period or periods to be served by an employee in an 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 upon successful completion of the training program 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 upon successful completion of the training requirements 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.

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 may 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. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period, unless a permanent project employee has already completed the probationary period for that classification.
 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 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 twelve (12) month probationary period 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.
- F. Terminations during probationary periods, non-permanent appointments, or reversions of trial service periods are not subject to the grievance procedure in [Article 31](#).

5.5 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months (except that AIAJ, AWP, CWA, UPW, WSNA, WSPTA and WSPSTA will serve a probationary period of six (6) consecutive months, which may be extended by the Employer for written, performance-based reasons to no more than twelve (12) consecutive months.)

2. The Employer may separate a probationary employee at any time during the probationary period. The employer will provide the employee five (5) working days' notice prior to the effective date of the separation. The day that notification is given is considered the first day of notice. If the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of the probationary employee will not be subject to the grievance procedure in [Article 31](#).
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) or hours rounded to equivalent days that the employee is on leave without pay, sick leave or shared leave, except for leave taken for military service.
4. An employee who transfers or is promoted prior to completing their initial probationary period will serve a new probationary period. The length of the new probationary period may be adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than as defined in Subsection (A)(1), above.
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 Employer may credit time worked in a non-permanent appointment toward completion of a probationary period within the same job classification.

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) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months, provided the employee is given written, performance based reasons for the extension. The Employer agrees to notify the employee when it intends to extend the trial service period beyond six (6) months. The employee may choose to notify the union.
2. Any employee serving a trial service period will have their trial service period extended, on a day-for-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. An employee serving a trial service period may voluntarily revert to their former 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. With the Appointing Authority's approval, an employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification.
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.
4. With a minimum three (3) days' written notice by the Employer, an employee who does not successfully complete their trial service period has the right to revert to a position, if available, in the same agency that is:
 - a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position.
5. Any unsuccessful employee 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.
6. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 31](#).

ARTICLE 6 PERFORMANCE EVALUATION

6.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees, assess and review their performance with regard to those goals and expectations, and provide support to employees

in their professional development, so that skills and abilities can be aligned with agency requirements. It is the responsibility of the supervisor to complete the employee's evaluation.

- 6.2** A. Employee work performance will be evaluated prior to the completion of their probationary and trial service periods and at least annually thereafter. Immediate supervisors will meet with employees at the start of their review period to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.
- B. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's signature or electronic acknowledgment of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. If the need arises, the reviewer (typically the second line supervisor) may function as a mediator upon the request of either the supervisor or the employee. The employee has the right to submit a written rebuttal to the content of the evaluation. The completed and signed/acknowledged performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to correct the behavior. Such discussions will be documented in the supervisor's file. Nothing in this Section is intended to limit the ability of the Employer to take corrective or disciplinary action pursuant to the terms of [Article 30](#), Discipline.
- D. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 31](#).
- E. If an employee has been exonerated of misconduct in a disciplinary grievance by the Employer or an arbitrator, or the Employer determines that allegations of misconduct are false, then references to the misconduct in the performance evaluation will be removed. If the Employer fails to remove the applicable portions of the performance evaluation, the failure to remove those references is subject to the grievance procedure.

ARTICLE 7 HOURS OF WORK

7.1 Definitions

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

- B. Part-time Employees
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- C. Workday
One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- D. Work Schedules
The number of days and hours an employee is scheduled to work in a workweek as established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws and Executive Order 14-02.
- E. Work Shift
The hours an employee is scheduled to work each workday in a workweek.
- F. Workweek
Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday.
1. WSNA
Workweeks will normally consist of forty (40) hours in a seven (7) day workweek, which will normally consist of five (5) workdays followed by two (2) consecutive days off or eighty (80) hours in a fourteen (14) day work period.
 2. MM&P
Workweek will be defined as seven (7) consecutive days commencing on the employee's first day of work and concluding with either two (2) or three (3) consecutive days off, depending on the employee's shift.

The current schedule configurations will be deemed to conform to this Section.
 3. IBEW/UA
 - a. The workweek shall normally consist of forty (40) hours scheduled between Monday and Friday. Employees shall normally work five (5) consecutive days followed by two (2) consecutive days off. Alternative schedules will be allowed at the Employer's discretion. Changes to current schedules will not be implemented without discussion with the union regarding the impact of that decision.
 - b. The ECORE and Compliance Team may be required to work a workweek and work schedule that does not begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday and which consists of five (5) consecutive workdays beginning on Monday followed by two (2) consecutive days off. However, members of the ECORE and Compliance Teams will have two (2) consecutive days

off per week which will normally include one (1) weekend day. Alternative schedules will be allowed at the Employer's discretion and in accordance with [Subsection 7.3 B](#) of this Article.

4. FOP

The workweek is defined as Monday 12:00 a.m. through Sunday 11:59 p.m.

5. AWP

Clinical pharmacists shall be allowed to submit for consideration a workweek schedule which consists of four (4) ten-hour days. If a clinical pharmacist submits to be approved for a four (4) ten-hour work schedule, there must be two (2) Clinical pharmacists in the work location requesting to work the schedules to allow for sufficient coverage. Requests for four (4) ten-hour shifts will be considered within current business need. If approved, the Clinical Pharmacist and their supervisor will work together to identify days off. in most cases the (4) ten hour work schedule will identify a Tuesday, Wednesday or Thursday as one of the days off. If business needs change that would require Clinical pharmacists to be changed from a four (4) ten-hour work schedule to a five (5) eight-hour work schedule, notice to the Clinical pharmacist will be given at least seven calendar days in advance of the change.

G. Telework

Telework is the practice of performing required job functions from a management approved location other than the employee's assigned duty station, with the use of technology or other position required equipment, or as assigned by a supervisor.

7.2 **Determination**

A. The Employer will designate and comply with the Fair Labor Standards Act regarding whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an extended work period. The employee and Union will be notified in writing if a change in overtime-eligible status is made to a position.

B. MM&P

Except in emergency conditions, Management and the Union agree that no employee covered by the United States Coast Guard regulations will work more than twelve (12) hours in a consecutive twenty-four (24) hour period.

C. IAFF – Employees of the McNeil Island Fire Department

1. The regular work schedule for full-time overtime eligible firefighters will be one hundred and ninety-two (192) hours in a twenty-seven (27) day work period. The Employer may adjust the work schedule with prior notice to the employees.

2. IAFF members who work twenty-four (24) hour shifts provide essential fire, rescue and emergency medical services twenty-four (24) hours a day,

seven (7) days a week, three hundred sixty-five (365) days a year. The Employer will make efforts to provide for consistent coverage within available resources. Unless exigent circumstances exist, only an IAFF member will be used to perform IAFF specific duties and/or cover shift work.

3. Employees will normally be scheduled to work twenty-four (24) consecutive hour shifts.
4. Employees working twenty-four (24) hour shifts will not work more than forty-eight (48) consecutive hours if a total of eight (8) hours sleep time has not been available during each twenty-four (24) hour periods.
5. Employees will not work more than seventy-two (72) consecutive hours.
6. Employees who are required to work in excess of forty-eight (48) consecutive hours will not be required to return to work until they have had at least twelve (12) hours off duty.
7. Employees may exchange full shifts for positions in which they are qualified in accordance with the following:
 - a. Requests for shift exchanges will be submitted on appropriate DSHS forms, seven (7) calendar days in advance of the exchange, when practicable.
 - b. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor for exchange.
 - c. Requested shift exchanges will be considered on a case by case basis.
 - d. Employees will not submit requests for shift exchanges which would result in overtime.
8. The schedules of all employees who work twenty-four (24) hour shifts, to include employees who routinely work irregular schedules, shall be determined and posted in a location accessible to all staff a minimum of four (4) months in advance at all times. All subsequent updates, changes or adjustments to the original schedule shall be updated and posted.

D. UPW

Physicians are expected to work as many hours as necessary to accomplish their assignment or fulfill their core responsibilities. Full-time physicians will typically work forty (40) hours a week on a schedule established in collaboration with their supervisor. Flexibility of working hours may be needed for responding to patient and hospital needs.

If a full-time physician is approved to perform an “extra duty assignment”, the physician will receive additional pay at one and one-quarter (1 ¼) times their regular rate of pay for working these “extra duty” hours, if the assignment results in the physician working beyond their normally assigned work hours. Physicians will not be compensated for “extra duty” that is not worked.

“Extra Duty” is defined as hospital operational needs identified by the employer that require a physician to work hours that are hours over and above those necessary to accomplish the physician’s regular assignment and fulfill their core responsibility. These “extra duty” hours typically include covering hours/shifts not regularly assigned to any other physician, on-call work, covering patient loads due to vacancies or working hours that are not covered because of leave usage by the regularly assigned physician. Upon request and approval of the Chief Medical Officer, and with an agreement for working in an alternative location, extra duty pay may be authorized for non-direct care work outside the hospital. [“Extra duty” work approved in advance to be performed by a physician at another DSHS BHA 24/7 facility shall be compensated at the physician’s extra duty rate with a minimum of one-hour extra duty pay per work day.](#)

Physicians that are interested in performing “extra duty” assignments will submit, in writing to the Chief Medical Officer their interest in performing “extra duty” assignment(s).

New opportunities for the above identified “extra duty” assignments will be offered first to physician volunteers who have submitted their written interest, by seniority, as long as the physician has the skills and abilities to perform the assignment.

When “extra duty” is available after volunteers have been selected, or when “extra duty” requires specific knowledge or skills, the Employer retains the right to assign any physician who has the appropriate skills and abilities required for the “extra duty.” When a physician does not volunteer for “extra duty” and is assigned an “extra duty” assignment, such assignment shall be assigned by the Employer on a rotating basis in inverse seniority order. The length of the involuntary extra duty assignment shall not be more than sixty (60) continuous days in duration unless the physician working the “extra duty” assignment agrees to extend the “extra duty” assignment beyond the sixty (60) day duration. Such an assignment will not occur more than twice per year without physician agreement, unless required to provide adequate patient care when alternate coverage, such as locum tenens or ARNP coverage, is not available. A rotating inverse seniority list will be maintained so that no person will be required to work involuntary extra duty until all eligible physicians have worked extra duty. A physician may be excused from involuntary extra duty upon approval by the Chief Medical Officer.

The employer also retains the right to restrict the number of “extra duty” assignments that any one (1) physician works. The Employer may deny any physician from performing “extra duty” if the physician has any documented performance or attendance issues, which are impacting the ability of the physician

to perform their core duties. The Chief Medical Officer may audit the use of extra duty assignments to ensure time reporting compliance.

If no physician volunteers or is assigned to the “extra duty” assignment, then the Employer shall be allowed to use Locum Tenens physician(s), or ARNPs, or qualified medical practitioners to meet operational needs. Emergency coverage will be arranged by the Chief Medical Officer.

A state employed physician may bump a locum tenens physician or ARNP with 30 calendar days’ notice of the desire to bump a locums or ARNP or upon appointment of a state employed physician to a vacancy. ~~The state~~ At WSH and ESH employed physicians will normally continue to cover the assignment for the duration of what would have been the locums tenens physician or ARNP assignment to ensure operational efficiency and continuity of care.

E. AWP

Pharmacists are expected to work as many hours as necessary to accomplish and fulfill clinical or core responsibilities. Pharmacists assigned to perform work outside of their normal work hours or while in standby status in order to accomplish their assignments and fulfill clinical responsibilities, will receive additional straight time pay at their regular rate of pay for actual work performed. The Employer will grant exchange time in lieu of straight time pay, upon mutual agreement between the Employer and the employee.

Pharmacists performing on-call work such as responding to phone calls, monitoring for new orders and awaiting physician responses shall be compensated for the time spent completing these tasks. Time submitted and approved will be paid on a straight time basis at the employee’s regular rate of pay for all AWP pharmacists: every call a pharmacist receives after 9:00 pm until 6:~~30~~ a.m. the next day, the on-call pharmacist will receive one hour of straight time in compensation for addressing the call, regardless of the length of the call. The Employer will grant exchange time in lieu of straight time, upon mutual agreement between the Employer and employee.

F. Washington State Patrol CVEO

The regular ~~work day~~ workday for CVEO4s shall consist of eight (8) or ten (10) consecutive hours worked within a twenty-four (24) hour period.

G. Washington State Patrol Communication Officer 4 (CO4)
CO 4’s are overtime eligible.

7.3 Overtime-Eligible Employees (excluding firefighters working 192 hours in a 27-day cycle)

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, as defined above, with starting and ending times

as determined by the requirements of the position. Part-time employees will be paid at their regular rate for all hours worked up to forty (40) hours in the workweek.

WSNA

Monthly work schedules will be posted one (1) month in advance. Changes in regular monthly work schedules and days off will be posted one (1) week in advance when possible.

In scheduling work assignments, and under normal facility operations, employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period.

Low Census

Unanticipated declines in resident care requirements may result in the need to reduce nursing staff. Low census is defined as decline in resident volume and/or resident care requirements resulting in a temporary staff decrease. It is recognized by the parties that the basic policy shall be to use the low census procedure to accomplish short term staff reductions.

Low Census Definitions

1. Involuntary Low Census: (ILC) Low census which is identified by management as a business need and assigned by the DVA to scheduled full-time and part-time staff. Canceling supplemental and extra shifts are not a declaration of ILC.
2. Voluntary Low Census: (VLC) When a staff member requests in writing to be placed on the low census list prior to the start of their shift, or during their shift. If the employee is unclear as to the designation of the low census (ILC or VLC), they should seek clarification at the time of the request. Employees that volunteer for low census may use vacation leave, personal leave, personal holiday or leave without pay for the time in VLC.

Implementing Involuntary Low Census

Prior to implementing involuntary low census, all traveler and agency nurses shall be released from work on the unit unless the traveler or agency nurse possesses a unique skill which is required on the unit.

If a nurse is subject to involuntary low census on one unit and is able to float to another unit and accept a full resident assignment, then traveler and agency nurses shall be released from work on that other unit to accommodate the floating nurse, unless the traveler or agency nurse possesses a unique skill which is required on the unit.

Unless the employee agrees to otherwise, a nurse subject to involuntary low census shall be low censused for the entirety of the shift or, if the employee has already begun working, for the entirety of the remainder of the shift. Nurses who agree to remain on call shall be compensated under the standby provisions of [Section 41.20](#), (Standby,) of the collective bargaining agreement.

When involuntary low census is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e., the employee with the greatest seniority has worked their required involuntary low census.

B. Alternate Work Schedules

1. Employees may request adjustments to their regular schedule and supervisors will adjust work hours during a workday or workdays during a workweek providing business and customer needs are met and there are no documented performance or attendance concerns.
2. Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws.
3. Previously approved alternate work schedules may be permanently rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. In such case, the Employer will provide notice to the employee with written confirmation to follow.

C. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible employees will receive three (3) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change. Changes in schedule subject to [Article 3](#), Bid System, will be subject to the terms of that Article.

E. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies. The employee will be paid callback pay in accordance with [Article 41](#), Compensation, and overtime pay as applicable.

F. Employee-Requested Schedule Changes

Overtime-eligible employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval.

7.4 Overtime-Eligible Law Enforcement Work Schedules, LCB Only

A. Work Period

The work period is one hundred sixty (160) hours in a twenty-eight (28) day period. Officers who work in excess of forty (40) hours in one (1) week shall adjust their schedule in a future work week within the work block to maintain an average of forty (40) hours per week.

7.5 WAFHP

A. Paging devices may be provided by the Employer for the purpose of providing flexibility to employees required to perform standby assignments. Any bargaining unit employee who uses a pager or other form of communication device in order that they may return to work will receive standby compensation as defined in [Article 41](#), Compensation, for the entire time they are required to perform standby. Bargaining unit employees using these communication devices are responsible for maintaining the level of response time necessary to protect the resource entrusted to them.

B. On a holiday, no employee will be assigned to work or will be assigned standby when there are no fish on station, unless an emergency situation dictates otherwise.

C. An employee may volunteer to be assigned standby on a holiday. No employee will be involuntarily assigned standby on their regular day(s) off, holiday(s) (except those holidays the employee is assigned to work eight (8) hours) or on days he or she is in leave status, unless an emergency situation dictates otherwise. A requirement for an employee to return to standby duty on a scheduled day off will require the employee to conduct a facility inspection (check water flow alarms, secure building(s), etc.) and, therefore, constitutes callback status.

D. Employees assigned to standby status may be relieved for any portion of the assignment for which they are able to find a replacement. The employee initiating the change in assignment will document the change in writing to the appropriate supervisor. The person providing relief is responsible for meeting all standby obligations.

E. All alarms other than that of the employee on standby duty will be turned off unless the Specialist 4, with the appropriate complex manager's approval, directs an employee to leave their electronic alarm on. The requirement to turn on the electronic alarm device will constitute assigned standby.

7.6 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as

possible. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

Washington State Patrol Communication Managers (IBT 174)

The normal workday shall consist of an eight (8) Or a nine (9) hour period which includes a thirty (30) minute paid lunch, as long as during the eight (8) hours employees remain at the Communication Center or conduct agency business. However, if they leave the Communication Center for lunch or if they are attending to any other Washington State Patrol (WSP) business that involves a lunch hour, then they shall work a nine (9) or a ten (10) hour day with a one (1) hour unpaid lunch period.

Washington Liquor and Cannabis Board (Both FOP units)

Employees may elect to work through their entitled meal period or eat lunch while completing administrative work. If an employee chooses to perform work duties instead of taking a meal period, the employee will be compensated for the time spent working.

7.7 Overtime-Eligible Paid Meal Periods and Rest Periods for Straight Shift Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods and rest periods for employees on straight shifts do not require relief from duty.

7.8 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of fifteen (15) minutes for each one-half (1/2) shift of four (4) or more hours worked at or near the middle of each one-half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

7.9 Time Reporting

The Employer may require employees to accurately report time worked in accordance with a positive time reporting process as determined by the Agency.

7.10 Overtime-Exempt Employees

The Employer's policy for all overtime-exempt employees is as follows:

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

- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities. Full-time overtime-exempt employees are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer. The Employer may allow overtime exempt employees to work flexible hours, or modified shifts so long as agency business needs are met with the schedule.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked, except:
1. All overtime-exempt employees will receive pay when required by the employer to work on a holiday, as identified in [Article 11](#), Holidays, at an additional rate of one and one-half (1-1/2) times the employee's salary for the time worked.
 2. UPW
Compensation for physicians working "Extra Duty" as defined in [Section 7.2 D](#) will be given on an hour for hour basis at one and one-quarter (1 ¼) times their regular rate of pay for the time they are assigned to the extra duty. The physician may request exchange time in lieu of payment as compensation for the extra duty hours worked.
 3. AWP
Work performed in accordance with [Section 7.2 E](#) will be compensated on an hour for hour straight time basis. The Employer will grant exchange time in lieu of straight time, upon mutual agreement between the Employer and the employee.
- D. With approval of the Appointing Authority, overtime-exempt employees will accrue exchange time for hours worked in excess of the normal forty (40) hour workweek. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Exchange time has no cash value and cannot be transferred between agencies.
- E. Exchange time will be used and scheduled in the same manner as vacation leave, as in [Article 12](#), Vacation Leave. The Employer may schedule an employee to use their exchange time with seven (7) calendar day's notice.
- F. If they give notification and receive prior approval from the Employer, overtime-exempt employees may adjust their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

ARTICLE 8 OVERTIME

8.1 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 working one hundred and sixty (160) hours in a twenty-eight (28) day period). This includes WSNA RN3 employees.
2. Works in excess of the employee's regular shift or works in excess of forty (40) hours in a workweek (For full-time MM&P, [Teamsters 174 CO4](#), and WSNA RN2 employees only).
3. Works in excess of one-hundred and ninety-two (192) hours in a twenty-seven day cycle and the employee is an IAFF represented employee of the McNeil Island Fire Department approved for working twenty-four (24) hour shifts and covered under Section 7 (k) of the Fair Labor Standards Act (FLSA).
4. Works in excess of one hundred sixty (160) hours in twenty-eight (28) day period and the employee is a LCB law enforcement employee not receiving assignment pay for an extended work period.

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1-1/2) of an employee's regular rate of pay in one tenth (1/10th) hour increments. The regular rate of pay will not include any allowable exclusions.

C. Work

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

1. All hours actually spent performing the duties of the assigned job;
2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside the employee's normal work hours to a different work location that is greater than the employee's normal home-to-work travel time;
3. Vacation leave;
4. Sick leave;
5. Compensatory time;
6. Holidays; and

7. Any other paid time not listed below.
- D. Work does **not** include:
1. Shared leave;
 2. Leave without pay;
 3. Additional compensation for time worked on a holiday; and
 4. Time compensated as standby, call back, or any other penalty pay.

8.2 Overtime-Eligibility Compensation

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

- A. Employees who work more than forty (40) hours in a workweek will be compensated at the overtime rate. In accordance with [Article 36](#), Management Rights, only the Employer has the authority to determine when overtime will be performed. This includes WSNA RN3 employees.
- B. Full-time employees in the MM&P and WSNA (RN2) bargaining units, who work in excess of the employee's regular shift or work in excess of forty (40) hours in a workweek.
- C. 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.
- D. IAFF – Employees of the McNeil Island Fire Department
Overtime eligible employees who work twenty-four (24) hour shifts and have prior approval and work in excess of one hundred ninety-two (192) hours in a twenty-seven (27) day period.
- E. LCB/FOP
Overtime eligible law enforcement employees are eligible for overtime compensation when they work 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 of an extended work period.
- F. Overtime Computation
Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

8.3 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 currently working. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime unless prohibited by law.

- B. If an employee was not offered overtime for which he/she was qualified, the employee will be offered the next available overtime opportunity for which he/she is qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

8.4 Scheduling Overtime – MM&P and IAFF

A. IAFF

1. Voluntary Overtime.

~~Employees will be provided the opportunity to volunteer to work overtime pursuant to the standard operating policy mutually negotiated between IAFF 4440 and the DSHS/SCC administration.~~

a. Scheduling Voluntary Overtime

i. The Employer and Union agree that pre-filling/pre-scheduling known vacancies using volunteers reduces mandatory overtime and improves employee work/life balance. A good faith effort must be made to preschedule overtime for known vacancies.

b. Voluntary Overtime List

i. A voluntary overtime list shall be maintained in the fire department's electronic scheduling system.

ii. The voluntary overtime list shall be accessible to all employees from within the fire department's electronic scheduling system.

iii. The fire department's electronic scheduling system will automatically arrange and update the list in increasing order of fewest total number of voluntary overtime hours worked by each employee in the current calendar year

iv. The first (No. 1) position on the list will be held by the employee with the fewest total number of voluntary overtime hours worked in the current calendar year.

v. The Fire Chief or management is authorized to edit the list to ensure compliance with the provisions of this agreement.

c. Voluntary Overtime Opportunities

i. Voluntary overtime opportunities will be:

1. Entered by the Fire Chief or management into the fire department's electronic scheduling system for distribution to employees through the system's automated process, or
2. Automatically identified and distributed by the fire department's electronic scheduling system, or
3. Distributed directly by the Fire Chief or management, only if unexpected significant system faults or regional internet loss make the electronic scheduling system unavailable, inaccessible, or incapable of effective overtime opportunity distribution.

ii. Voluntary Overtime for Specific Department Operational Needs

1. In support of specific fire department operational needs, the Fire Chief or management may offer voluntary overtime only to those employees with the requisite skills or abilities to address the specific need.
 - a. At the time of the voluntary overtime offer, Fire department training records must demonstrate that employees offered overtime under this provision possess the requisite skills and abilities relevant to the specific need.
 - b. The Fire Chief or management will annotate the overtime offering in the fire department's electronic scheduling system to include the specific need and requisite skills and abilities that justify the offer only to specific employees.

iii. Employee Notification Order

1. To ensure equitable and consistent distribution of voluntary overtime opportunities, the electronic scheduling system will automatically offer each voluntary overtime opportunity to employees based solely on the order of the voluntary overtime list, except for voluntary overtime offered only to specific employees for specific department operational needs.
2. Notifications will occur in sequential, increasing order of employees on the voluntary overtime list, starting with the employee in the first (No. 1) position on the list.

iv. Notification

1. The system will contact employees via the contact method(s) they selected:

- a. Text Message
- b. Electronic Scheduling System Mobile Application
- c. Phone Call
- d. Email

2. Customarily, each employee will have 45 minutes to accept a voluntary overtime opportunity offer before notification of the opportunity is sent to the next employee on the list.

- a. If the overtime opportunity begins less than 4 hours from the time that the Fire Chief or management become aware of the need for the overtime, the Fire Chief or management may reduce the time to accept to no less than 15 minutes for each employee.

v. Accepting Voluntary Overtime

1. Until an employee electronically accepts a voluntary overtime offer through the fire department's electronic scheduling system, or the offer is cancelled by the Fire Chief or management, the offer will remain available for acceptance by any employee already notified of the offer by the scheduling system.
2. Once accepted, the overtime opportunity becomes a scheduled work shift. Absence from any portion of the shift will require use of the employee's paid leave or LWOP.
3. Accepting or responding to voluntary overtime offers will not be considered as time worked.
4. Call back compensation is not available for voluntarily accepted overtime.

2. Mandatory Overtime

- a. The employer may assign mandatory overtime to on-duty or off-duty employees to maintain the minimum required staffing level of two (2) on-duty employees.
 - i. On-duty employees will only be required to work mandatory overtime until relieved at the fire station by the employee assigned mandatory overtime per the mandatory overtime rotating list.
 - ii. Failure to report for an assigned mandatory overtime shift may be addressed as a failure to report for duty.

b. Mandatory Overtime List

- i. A mandatory overtime list accessible to all employees shall be maintained in the fire department's electronic scheduling system.
- ii. The mandatory overtime list shall be accessible to all employees from within the fire department's electronic scheduling system.
- iii. The fire department's electronic scheduling system will automatically arrange and update the list in sequential order of the last date each employee worked mandatory overtime.
- iv. The employee in the first (No. 1) position on the list will have worked mandatory overtime further in the past than all other employees.
- v. An employee's position on the list will change each time they work mandatory overtime, without regard to the anticipated or actual length of time worked for each instance of mandatory overtime.
- vi. The Fire Chief or management is authorized to edit the list to ensure compliance with the provisions of this agreement.

c. Assigning Mandatory Overtime

- i. The Employer will customarily assign mandatory overtime to the employee in the first position on the mandatory overtime list.

d. Mandatory overtime eligibility and exclusions

i. Eligibility

1. Employees will be added to the mandatory overtime list and subject to mandatory overtime requirements upon completion of their probationary or trial service period, or at the Fire Chief's

ii. Exclusion and Exemption

1. Mandatory overtime will not be assigned to an employee:
 - a. If the assignment would result in the employee working more than seventy-two (72) consecutive hours.
 - b. If the employee worked a voluntary overtime shift immediately prior to a mandatory overtime assignment.
 - c. After working a regular shift prior to an approved vacation leave day.

2. Absent a bona-fide department emergency, an employee will be excused from a specific instance of mandatory overtime once per calendar year quarter.

a. If all off-duty employees are eligible for and choose to exercise their once-per-quarter authorized exemption for a specific instance of mandatory overtime, the employee in the first position on the list will be assigned and required to work that specific instance of mandatory overtime.

i. Any such instance will be evaluated after the fact by management.

3. Electronic Scheduling System Log Request

a. Upon receipt of a written request regarding a specific instance of voluntary or mandatory overtime, The Employer will provide IAFF 4440 with available system log data pertinent to the request from the fire department's electronic scheduling system.

~~a. The Employer will customarily assign mandatory overtime to an eligible employee on the shift immediately preceding the overtime need, in inverse order of each employee's last mandatory period, with ties broken in inverse order of fire department seniority, followed by state service seniority.~~

~~b. If there are no eligible employees on the shift immediately preceding the overtime need, off duty employees will customarily be assigned mandatory overtime per the publicly accessible automatically updating rotating list maintained in the fire department's electronic scheduling system.~~

~~c. Employees will be added to the mandatory overtime list and subject to mandatory overtime requirements upon completion of their probationary period, trial service period, or at the Fire Chief's discretion, whichever is earlier.~~

~~d. Mandatory overtime will not be assigned to an employee if the assignment would result in the employee working more than seventy two (72) consecutive hours.~~

~~e. An employee may be excused from a specific instance of mandatory overtime once per quarter. If available as an automatable function of the mandatory overtime list, such an employee will be the first to be mandated for the next mandatory overtime assignment after the employee's next scheduled work day.~~

- ~~f. An employee's position on the list will change each time they work mandatory overtime, provided that if available as an automatable function of the mandatory overtime list, an employee's position on the list will change only if they work twelve (12) or more consecutive mandatory overtime hours.~~
- ~~g. Mandatory overtime will not be assigned to an employee who has volunteered and worked an overtime shift immediately prior to a mandatory overtime assignment.~~
- ~~h. An employee will not be required to work mandatory overtime after working a regular shift prior to an approved vacation leave day. If available as an automatable function of the mandatory overtime list, such an employee will be the first to be mandated for the next mandatory overtime assignment after the employee's next scheduled workday.~~
- ~~i. Employees will receive three (3) hours of callback pay for each mandatory overtime shift they work if the shift was assigned while they were off duty.~~
- ~~j. Failure to report for an assigned mandatory overtime shift may be addressed as a failure to report for duty.~~
- ~~k. The Fire Chief or designee is authorized to edit the list to ensure compliance with the provisions of this agreement.~~
- ~~l. Upon receipt of a written request regarding a specific instance of voluntary or mandatory overtime, The Employer will provide IAFF 4440 with available system log data pertinent to the request from the fire department's electronic scheduling system.~~

B. Voluntary Overtime – MM&P

Employees will be provided the opportunity to volunteer to work overtime. The opportunity shall be first provided to an eligible employee on shift. If no on-shift employee volunteers to work overtime, an eligible full-time employee who is off shift shall be provided the opportunity, based on seniority. If no full-time employee volunteers the Employer may offer the overtime to Float Employees. If there are no volunteers, mandatory overtime will be assigned to the employee with the least seniority who is eligible to work.

C. Assignment of Float Employees

Management may assign Float employees to work prior to offering or assigning overtime.

D. Calls to Return to Work

When employees are required to return to work after completing a regular shift and are released prior to starting their next regular shift, they shall be paid at the overtime rate of pay.

E. Early Call Outs

Employees may be called out early, prior to commencing their regular shift, at the overtime rate of pay.

8.5 Scheduling Overtime – IBEW

Where there are known work activities that will require overtime, those overtime hours for assignments will be offered to full-time employees first based on seniority.

This Subsection is not intended to prohibit the Employer from hiring and assigning work to non-permanent employees.

8.6 Scheduling Overtime – WSNA

Assignment of On-Call Employees

After the monthly schedule is completed, all open shifts will be offered to the On-Call Registered Nurses prior to assigning any agency or traveler nurse to any shift. Once the schedule is posted all open shifts will be available to all classifications of Registered Nurses prior to assigning any agency or traveler nurse to any shift. Nurses requesting additional shifts will submit their requests in writing to the designated facility scheduler. Management may assign on-call employees to work prior to offering or assigning any voluntary or mandatory overtime for short notice absences, such as a sick call, which originates after the schedule is posted. The On-Call employee will be given no more than twenty-four (24) hours to accept the shift. After this time, overtime will be offered to all staff.

Involuntary Overtime

When an open shift is identified, the employer will follow the provisions of [Subsection 8.3](#) A before the involuntary process is implemented. When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e., the employee with the greatest seniority has worked their required overtime.

- A. An employee who volunteers and works an overtime shift prior to an involuntary overtime assignment will have their name removed from the overtime rotation for that cycle.
- B. An employee may be excused from an involuntary overtime assignment once per quarter unless exigent circumstances impact the operation of the facility.
- C. An employee will not be required to work an involuntary overtime after working a regular shift prior to an approved vacation leave day.
- D. The employer will not require any individual employee to work more than two (2) consecutive days of involuntary overtime unless emergent conditions exist as

determined by the Appointing Authority or designee. A day of overtime will be considered four (4) hours or more.

The Employer agrees to record each instance of voluntary and mandatory overtime including the shift, reason and nurse required to work. The Employer will provide the information to WSNA each quarter.

8.7 Employers’ Right to Assign

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

8.8 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

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

B. Maximum Compensatory Time

All Employees except IAFF Communication Officer 4 - WSP

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

IAFF

~~Employees may accumulate no more than four hundred eighty (480) hours of compensatory time. IAFF members may accrue compensatory time throughout the biennium. The employee’s compensatory time balance will be cashed out on the last day 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.~~

Communication Officer 4 (CO4) – Teamsters 174

Employees may accumulate no more than four hundred and eighty (480) hours of compensatory time. Members may accumulate compensatory time throughout the biennium and may carry over into the next biennium without having to be cashed out. The employee’s compensatory time balance will be cashed out 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.

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. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, [RCW 49.76](#). Compensatory time must be used and scheduled in the same manner as vacation leave, as in [Article 12](#), Vacation Leave. The Employer may schedule an employee to use compensatory time with seven (7) calendar days' notice.

D. Compensatory Time Cash Out Except ~~IAFF-CO4-Teamster 174~~ Employees

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

8.9 UA Travel Status

Employees who are required to travel outside of the United States for out of country inspections will receive twenty-five dollars (\$25.00) per day for each day the employee is working out of country or in travel status.

ARTICLE 9**TRAINING AND EMPLOYEE DEVELOPMENT**

- 9.1** The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.
- 9.2** Participation in education and/or training programs required by the Employer, including travel, will be compensated as time worked. The Employer will pay for all required training as determined by agency policy.
- 9.3** The Employer may approve additional professional or technical training and/or education courses. Additional courses will normally include those that will enhance employees' technical proficiency and future performance. When approved, the Agency will pay costs in accordance with agency policy. If an employee's request for training is denied, a reason for the denial shall be provided to the employee.

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

9.5 The Masters, Mates and Pilots (MM&P), International Association of Fire Fighters (IAFF), The Affiliated Washington Pharmacists (AWP), Association of Industrial Appeals Judges (AIAJ), and Union of Physicians of Washington (UPW) bargaining unit employees will participate in agency provided or approved training to maintain agency required certification.

For AIAJ: The State will provide or approve Continuing Legal Education (CLE) training to maintain expertise and licensing. Judges shall be allowed to suggest particular CLE programs to the Judicial Staff Training Committee for approval within the travel guidelines of the State. Travel and attendance will be considered work time.

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

9.7 MM&P

The Employer will establish a training plan for each Captain which will include required training based on the job duties. Each Captain who successfully completes an Employer required course, not already provided by the agency will be eligible for reimbursement.

9.8 WSNA

The Department of Veteran's Affairs (DVA) will request continuing education approval recognition for appropriate DVA in-service programs. The parties recognize that because of the unique responsibilities of nurses, they must have the opportunity for substantial continuing education in order to maintain their professional license and to provide quality service. Upon request and supervisory approval, nurses will be granted six (6) days, of which one (1) day will be paid, and may be granted up to ten (10) days per year to attend outside work-related professional training or Continuing Nursing Education (CNE) courses applicable to their current position. The Employer may assist in the payment of course tuition and registration fees for continuing education and professional development programs through the Agency tuition reimbursement or direct reimbursement. All education and training requests will be approved or disapproved within fourteen (14) calendar days from the submission of a properly completed request. If a request is denied, the Employer will provide a written reason for the denial to the employee and the nurse will be given priority consideration on their next request. WDVA will provide a list of approved and denied outside work-related professional training or CNE course applicable to a nurse's current position at the end of June and the end of December each year.

9.9 WSP Communication Managers/ IBT 174

The Washington State Patrol will pay for employees to belong to the Association of Public Safety Communications Officials International and to attend organization meetings on work time.

9.10 WSPTA/WSPSTA

As provided in the Washington State Patrol Regulation Manual, employer approved training shall be accomplished without loss in pay or benefits. The Employer shall provide training and certification in tower climbing/tower rescue to employees assigned tower climbing duties. The employer will provide snow cat/winter survival training to permanent employees as needed.

9.11 UPW

The Department of Social and Health Services will grant, upon request of the physician, up to eight (8) working days per year for travel to and attendance at continuing education courses necessary for the maintenance of a license that is relevant to patient care at Eastern State Hospital and Western State Hospital. Physicians may use CME time on an hourly basis. The Department of Social and Health Services may pay for courses when deemed beneficial to patient care and in accordance with agency policy. Travel within the U.S., lodging and per diem may be authorized in accordance with State travel and Agency policy, within the limits of annual CME reimbursement. A request will normally be made at least one (1) month in advance of the date of the course, unless a shorter time period is authorized. Travel to Alaska, Hawaii, or internationally, is subject to Governor approval and may impact the time period for authorization. If the supervisor is unable to arrange adequate clinical coverage or if it is determined that the absence of the physician is detrimental to patient care within the hospital, the request can be denied. If it becomes necessary to deny a request, the physician will be given priority consideration on their next request. Within available resources, DSHS may reimburse each physician up to ~~five thousand dollars (\$5,000)~~ six thousand five hundred (\$6500.00) per year for CME courses, enduring materials; and/or license fees or board certification ~~exam~~ fees. The entitlements of this article will be pro-rated based on actual hours worked by part-time and on-call physicians. Physicians may utilize a portion of their CME allotment for the purchase of reference materials that are either tied to a CME or relevant to their area of practice for the DSHS hospital.

The Employer may grant a physician additional paid time for the purpose of presenting a lecture in an area of their professional expertise to schools, government agencies and non-profit organizations in the state of Washington.

9.12 AWP

The Department of Social and Health Services will grant, upon request of the pharmacist, up to six (6) working days per year for travel to and attendance at continuing education courses necessary for the maintenance of a license that is relevant to patient care at the pharmacist's respective agency facility. Pharmacists may use CME time on an hourly basis. The Department of Social and Health Services may pay for courses when deemed beneficial to patient care and in accordance with agency policy. Travel within the U.S., lodging and per diem may be authorized in accordance with State travel and Agency policy, within the limits of annual CME reimbursement. A request will normally be made at least one (1) month in advance of the date of the course, unless a shorter time period is authorized. Travel to Alaska, Hawaii, or internationally is subject to Governor approval and may impact the time period for authorization. If the supervisor is unable to arrange adequate clinical coverage or if it is determined that the absence of the pharmacist is

detrimental to patient care within the hospital, the request can be denied. If it becomes necessary to deny a request, the pharmacist will be given priority consideration on their next request. Within available resources, DSHS may reimburse each pharmacist up ~~to five thousand dollars (\$5,000)~~ six thousand five hundred dollars(\$6500.00) per year for CME courses , enduring materials; and/or license fees or board certification ~~exam-fees~~ or for professional memberships. Pharmacist may utilize a portion of their CME allotment for the purchase of reference materials that are either tied to a CME or relevant to their area of practice for the DSHS hospital. The entitlements of this article will be pro-rated based on actual hours worked by part-time and on-call pharmacists.

The Employer may grant a pharmacist additional paid time for the purpose of presenting a lecture in an area of their professional expertise to schools, government agencies and non-profit organizations in the state of Washington.

9.13 IBEW

The Department of Labor & Industries is committed to having technically proficient staff and will approve technical training such as those recognized by the state Electrical Board. The Department of Labor & Industries shall furnish a minimum of eight (8) hours of electrical courses per year, over and above any mandatory code and WAC training, to each bargaining unit employee, subject to other provisions contained in this Article.

In addition, the State shall provide a minimum of eight (8) hours of hands on electrical technical courses (for example, courses on new techniques or new products) per contract term. This training can be provided in one block or broken up over the contract term in order to facilitate the receipt of hands-on training in an economical manner.

The IBEW may establish and maintain a training committee to recommend training standards, requirements, methods, curriculum and additional specialized training to be discussed at Labor Management Communication Committee meetings. The training committee shall operate with a written training plan.

9.14 UA

The Department of Labor & Industries shall furnish a minimum of eight (8) hours of electrical technical courses per year for those employees and their supervisors whose inspection duties include inspection of electrical systems. The Department of Labor & Industries shall provide a minimum of eight (8) hours of Technical Plumbing Courses per contract cycle for those employees and their supervisors whose inspection duties include inspection of plumbing systems over and above any mandatory code and WAC training to each employee, and/or supervisor subject to other provisions contained in this Article.

For those employees whose duties involve Factory Assembled Structures (FAS) field inspection or supervision of FAS field inspectors, the Department of Labor & Industries will provide eight (8) hours or more per year of technical training that may include but not be limited to codes governing FAS, recreational vehicles, recreational park trailers, vendor/mobile medical trailer, mobile home installer and temporary worker housing.

The UA may establish and maintain a training committee to recommend training standards and requirements. The training committee shall operate with a written training plan.

9.15 Master Agreement Training

- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session. The training will be completed by the parties within ninety (90) days of publishing or posting of this Agreement.

9.16 Tuition Reimbursement

- A. The Agency may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
- B. The Agency will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement. These education level courses may also include masters degree level courses or higher level education.
- C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.
- D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed. When payment is not made by the approving agency the gaining agency may, at its option, reimburse the employee.

9.17 AWP - Health Professional Loan Repayment Program

The Department of Social and Health Services will complete and submit the State Institution Site Application to the Washington State Department of Health on an annual basis. The submission of the site application does not obligate the Employer to loan repayment for any employee.

9.18 WAFHP

The opportunity to attend the annual Pacific Northwest Fish Culture Conference will be provided to fish hatchery specialists on an equal basis. Priority consideration will be given to those employees who have not attended the conference or have personally paid to attend within the past three (3) years.

9.19 LCB/FOP

The Washington State Liquor and Cannabis Board will provide, or allow Lieutenants to attend, a minimum of sixteen (16) hours of supervisor/leadership or liability training per contract cycle. Lieutenants are encouraged to provide input and make recommendations on both training topics and outside vendors. The Employer reserves the right to designate or approve all training.

9.20 AIAJ/Board of Industrial Insurance Appeals

BIIA will certify that it is a public sector employer for the purposes of student loan forgiveness programs.

9.21 Teamsters – Continuing Education

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

- A. Employees shall submit a request to the division commander.
- B. Adequate availability of the employee shall be maintained.
- C. Employees' work performance must continue at an acceptable level.
- D. Approval of an individual course or a degree program will be based on whether the course or program benefits the employee in the employee's current job assignment or will benefit the agency overall.
- E. Classes shall not be attended on state time. Employees may not attend classes in uniform, but may split their shifts to enable attendance at the classes, subject to supervisory approval, as long as the class is not disjunctive from the shift. The Employer shall have full discretion as to the use of state equipment.

ARTICLE 10

LICENSURE AND CERTIFICATION

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

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

10.2 When the Employer requires a new license and/or certification, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee shall be responsible for maintaining the license and/or

certification. The Employer will reimburse the employee for the renewal costs of licenses and/or certifications not required as a condition of employment upon appointment.

- 10.3** Employees will notify their Appointing Authority or designee if the license and/or certification has expired, or has been restricted, revoked or suspended, within twenty-four (24) hours of knowledge of the expiration or prior to their next scheduled shift, whichever occurs first.
- 10.4** Employees for whom a license and/or certification is required and for whom that license or certification has expired or been restricted, revoked or suspended may be placed on leave without pay, in accordance with [Article 18](#), Leave Without Pay, until the license and/or certification is renewed or restored, whichever comes first and [may be non-disciplinarily separated after seven \(7\) business days](#) for disciplined (up to and including termination) in accordance with Article 30, Discipline.
- 10.5** **IBEW**
All employees shall have a valid and unexpired Washington State General Journeyman (EL01) electrician certificate or Master General Journeyman (ME01) electrician certificate. Employees who reach an inactive status due to failure to participate in Department provided Continuing Education Unit (CEU) courses will be required to obtain necessary CEU's within ninety (90) days after reaching inactive status at their own cost.
- 10.6** **MM&P**
The Employer will reimburse employees for Transportation Worker Identification Credential (TWIC) renewal fee.
- 10.7** **AIAJ**
The employer will reimburse Judges for Washington State Bar Association dues.

ARTICLE 11 HOLIDAYS

11.1 Paid Holidays

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

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

Christmas Day	December 25
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If the above legal holidays are amended during the term of this Agreement, the amended legal holidays will apply.

11.2 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 8](#), Overtime.
- C. For full-time or part-time employees with a Monday-through-Friday work schedule:
 - 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
 - 2. When a holiday falls on a Sunday, the following Monday will be the holiday.
- D. For full-time or part-time employees who do not have a Monday-through-Friday work schedule:
 - 1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
 - 2. When a holiday falls on the employee's scheduled day off, the Agency will treat the employee's workday before or after as the holiday. An employee may request an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.
- E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Agency. It will start either at:
 - 1. The beginning of the scheduled night shift that begins on the holiday; or
 - 2. The beginning of the shift that precedes the holiday.

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

 - 3. UPW staff working as extra-duty OD coverage will receive holiday pay for any and all hours worked on the actual calendar holiday. UPW staff

performing OD coverage on a non-extra-duty basis will receive holiday pay if their scheduled shift begins on the calendar holiday.

- F. Part-time employees who begin employment before and remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he/she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays for other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. All employees must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.
- H. IAFF members working twenty-four (24) hour shifts will have the option to work their designated holiday or take the designated holiday off. Only one (1) shift will be designated for each holiday. Employees shall only be deemed as working on the Holiday if the employee work hours constitute a majority of that Holiday. An employee who works less than a majority of their shift on the holiday will have their designated holiday determined by Subsection 11.2 D of this Article.

For example, if an employee is scheduled to start work at 8:00 a.m. on the holiday and scheduled to finish their shift at 8:00 a.m. the following day, they will be treated as working on the holiday. An employee scheduled to start work at 8:00 a.m. on the day before the holiday and scheduled to finish their shift at 8:00 a.m. on the holiday would be given a designated holiday under Subsection 11.2 D of this Article.

11.3 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday provided:
 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon less notice, and
 2. The number of employees selecting a particular day off does not prevent the Agency from providing continued public service.

- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity. Failure to do so cannot be used as the basis for denial of time off.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave in accordance with [Article 14](#), Shared Leave. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C and D above.
- H. Upon request, an employee will be approved to use part or all of their personal holiday for:
 1. The care of family members in accordance with the Family Care Act and [WAC 296-130](#);
 2. Leave as required by the Military Family Act, [RCW 49.77](#); or
 3. Leave as required by the Domestic Violence Leave Act [RCW 49.76](#).

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

ARTICLE 12 VACATION LEAVE

*This article has been modified by an [MOU](#) effective June 6, 2024

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

12.2 Vacation Leave Credits

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

12.3 Vacation Leave Accrual

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

12.4 Vacation Leave Accrual Rate Schedule

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

12.5 Vacation Leave Usage

- A. Vacation leave will be charged by rounding upward to the nearest one-tenth (1/10th) of an hour increments.
- B. Employees may request vacation leave at any time on a first come, first served basis; however, posted vacation schedules shall take precedence.

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

12.6 Vacation Scheduling for Masters, Mates and Pilots

- A. This Section applies to all leave that has been requested and approved in advance of the planned absence.
- B. A chart will be posted on November 15 of each calendar year that indicates the number of employees within each job classification who may be approved scheduled leave for a given period of time. This chart will be posted in a readily accessible area by classification and shall remain posted until January 1st.
- C. Vacations will be scheduled within the limitations of the available relief allocated for each shift. Beginning January 2 of each calendar year, employees who desire to take their vacation at a specific period of time shall be scheduled a time, based on the longest period of time in grade in the Masters, Mates and Pilots bargaining unit, to request and may be awarded up to three (3) segments of vacations during the time period of April 1 through March 31.

A “segment” is one (1) day or more contiguous days of vacation leave. Off-shift times to select a vacation shall not be considered as “time worked” for purposes of computing callback or overtime. If an employee is unable to be present during their scheduled time, they may make their choice by telephone or another individual with written documentation of designation may select a vacation segment(s) for the employee.

If an employee fails to select their vacation during their assigned time, Management may proceed with scheduling. The employee will be provided an opportunity to select their segment(s) from the remaining available dates at a later date when he/she is available. Management will not approve a vacation leave segment when it is known the employee will not have accrued sufficient vacation leave for the segment of time. Local Management will publish the vacation schedule by March 1.

- D. Nothing in the above paragraphs shall preclude the right of an employee to request vacation leave at any time. Management shall consider said request in relation to program needs and the existing published vacation schedule, both of which take precedence. Any conflicts between two (2) or more employees’ vacation requests, other than those on the above referenced vacation schedule, shall be resolved on a first come, first served basis.
- E. No employee on approved vacation leave shall be required to return to their place of employment until the scheduled leave has ended, except in an emergency situation.
- F. Management acknowledges that canceling an employee’s approved vacation segment is an extraordinary action and will not do so if other qualified staff within

the same job classification are available, on an overtime basis or otherwise. Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Management with reasonable notice, may cancel or otherwise adjust vacation periods when it is determined the program of the Agency will be adversely impacted by the employee being absent from duty. Employees, whose leave has been cancelled or adjusted, shall be allowed to request alternative leave dates pursuant to this Section.

- G. Accrued vacation time, not to exceed two (2) shifts in any calendar year, shall be granted to an employee with thirty (30) calendar days' written notification by the employee. Such time off must normally be granted provided:
 - 1. Such leave shall be used in increments of not less than one (1) shift.
 - 2. Supervisory denials of the use of such leave are subject to the review of the Superintendent at the employee's written request.
- H. Employee-requested cancellations of any portion of an approved segment to the annual vacation schedule must be submitted in writing no later than fifteen (15) calendar days in advance of their scheduled vacation except in bona fide emergencies. The request is subject to approval by Management, but will not be unreasonably withheld.

12.7 Vacation Scheduling for Washington State Nurses Association (WSNA)

- A. Posted Vacation Schedule
Employees who work in operations that are twenty-four (24) hours, seven (7) days per week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1 of the current year through the end of February of the next year. Such requests must be submitted no later than January 1. The Employer will compile and post an approved vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at times specified, if possible.
- B. Employees will be granted no more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority. A "segment" is three (3) or more contiguous days of vacation leave.
- C. Employees may request additional vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will respond to all such requests within fourteen (14) days of the request, absent extraordinary circumstances.
- D. Annual vacation scheduling for the week in which the 4th of July, Thanksgiving, Christmas and New Year's Day will be approved on a seniority basis if there are no conflicting requests. If there are conflicting requests, then the same vacation

period will not be granted to the same nurse annually so that equitable access exists in obtaining vacation time. The week will begin at 12:01 a.m. on the Sunday preceding the holiday.

12.8 Vacation Scheduling for IBEW, UPW and AWP

- A. Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor prior to December 15 for the following calendar year. Employees will be granted their requested period of leave by bargaining unit seniority in so far as possible. The supervisor will compile and post the schedule by January 15th. Should Management be required to cancel previously scheduled annual leave due to an emergency, employees so affected will be given top priority for rescheduling. Employees may request additional vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.
- B. An employee who is reassigned or bumped to a new position due to a layoff action will retain their approved vacation schedule.
- C. UPW
Employees may request vacation leave at any time on a first come, first served basis; however, in the case of competing requests received on the same day, seniority shall prevail. Supervisors will approve or deny the request within fourteen (14) days of submission.
- D. AWP
Employees who desire to take vacation leave at a specific period of time will submit their requests to their supervisor twice per year. Employees will submit requests by December 31 for July 1 through December 31 of the following calendar year, and by June 30 for January 1 through June 30 of the following calendar year. Employees will be granted their requested period of leave by bargaining unit seniority in so far as possible. The supervisor will compile and post the schedule by January 30 and July 31, respectively. Should Management be required to cancel previously scheduled annual leave due to an emergency, employees so affected will be given top priority for rescheduling. Employees may request additional vacation leave at any time on a first come, first served basis; however, the posted vacation schedule shall take precedence. The Employer will normally respond to all such requests within fourteen (14) days of the request.

12.9 Family Care

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

12.10 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 18.11](#), Government Service Leave.

12.11 Domestic Violence Leave

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

12.12 Vacation CancellationA. Employer Initiated

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

B. Employee Initiated

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

12.13 Vacation Leave Maximum

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

A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum two hundred eighty (280) hours, the Appointing Authority may grant an exception to the maximum. If the Appointing Authority grants an exception, the 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 eighty (280) hours as long as the employee uses the excess balance prior to the employee's 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.

12.14 Separation

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

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

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

ARTICLE 13 SICK LEAVE

13.1 Sick Leave Accrual

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

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

13.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).
- B. Care of family members as allowed under [RCW 49.46.210](#) and required by the Family Care Act, [WAC 296-130](#). Family member is defined in 13.2(K) below.
- C. Exposure of the employee to a contagious disease when attendance at work would jeopardize the health of others.
- D. 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, 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 \(108\)](#), 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.
- E. Qualified Absence under the Family Medical Leave Act.
- F. Death of a relative, as defined in 13.2(K) below.
- G. Leave for Military Family Leave as required by [RCW 49.77](#) and in accordance with [Article 18.11](#), Government Service Leave.
- H. Leave for Domestic Violence Leave as required by [RCW 49.76](#).
- I. Preventative health care appointments of household members as defined in 13.2(K) below, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer.

- J. When an employee is absent from work to be with a household member as defined in 13.2(K) below, who experiences an illness or injury, up to five (5) days for each occurrence or as extended by the Employer.
- K. Family, Relative and Household Member Defined:
1. A family member is defined as a:
 - a. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status, or the spouse of a child;
 - b. Parent, including ~~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.
 - c. Spouse;
 - d. Registered domestic partner as defined by RCW 26.60;
 - e. Grandparent, the parent of the employee's parent;
 - f. Grandchild, the child of the employee's child; or
 - g. Sibling
 2. A relative is defined to include an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
 3. A household member is defined as persons who reside in the same home who have reciprocal duties to and to 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.

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

The Employer will allow an employee who has used all of their sick leave to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, personal leave day or vacation leave requests for sick leave purposes will indicate that compensatory time, exchange time, personal holiday, personal leave day 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 [Section 11.3 E](#).

13.4 Restoration of Vacation Leave

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

13.5 Sick Leave Reporting, Certification and Verification

An employee must promptly notify their supervisor on the first day of sick leave, [prior their work shift](#), and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Leave Law [RCW 49.76](#)). If the Employer suspects abuse, the Employer may require a written medical ~~certification~~ [verification](#) for that sick leave absence. [For absences exceeding three \(3\) days, the verification procedures of RCW 49.46.210\(g\) apply, and an employer may require verification that an employee's use of paid sick leave is for an authorized purpose.](#) An employee returning to work after any sick leave absence may be required to provide written ~~certification~~ [verification](#) from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

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

13.6 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 31st 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.

13.7 Carry Forward and Transfer

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

13.8 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for their total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above. Voluntary Employees' Beneficiary Association will be implemented only by written agreement with the Union.

13.9 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.

ARTICLE 14 SHARED LEAVE

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

1. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
2. Employee's “relative” is limited to the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, grandparent, sibling, parent or stepparent.
3. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
4. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
5. “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.
6. “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 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.
7. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, assault, or sexual assault, or stalking as defined in [RCW 9A.46.110](#) of one intimate partner by another intimate partner as defined in [RCW 7.105.010\(20\)](#).
8. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
9. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
10. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.
11. Parental leave means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care for a period of up to sixteen (16) weeks after the birth or placement. If the

birth parent suffers from a pregnancy disability, the period of 16 weeks begins immediately after the pregnancy disability has ended provided that the parental leave is used within the first year of the child's life.

12. Pregnancy disability means a pregnancy related medical condition or miscarriage.

14.2 An employee may be eligible to receive shared leave under the following conditions:

- A. The employee's Agency Head or designee determines that the employee meets the criteria described in this Section.
- B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under Section 14.3 of this Article.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Section 14.3 (A)(1) or Section 14.3 (A)(4) of this Article.
- D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3 (A)(2) of this Article.
- E. A state of emergency has been declared anywhere within the United States by the federal government or any state government if the employee qualifies under Subsection 14.3 (A)(3) of this Article.
- F. Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.
- G. The employee has abided by agency policy regarding the use of sick leave and vacation leave if the employee qualifies under 14.3 (A)(5).

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

- A. The receiving employee either:
 - 1. Suffers from or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
 - 2. Has been called to service in the uniformed services; or

3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. Is a victim of domestic violence, sexual assault, or stalking.
 5. Is taking parental or pregnancy disability leave.
 6. Is a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), and is attending medical appointments or treatments for a service-connected injury or disability.
 7. Is a spouse of a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments.
- B. The illness, injury, impairment, condition, call to service, or emergency volunteer service, consequence of domestic violence, sexual assault or stalking, or parental or pregnancy disability leave, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete their:
1. Vacation leave, sick leave, compensatory time, personal holiday, and personal leave day reserves if the employee qualifies under Section 14.3 of this Article; or
 2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Section 14.3 of this Article;
 3. Vacation leave if the employee qualifies under Subsection 14.3 (A)(3) of this Article;
 4. Personal holiday, vacation leave and sick leave if the employee qualifies under Subsection 14.3 (A)(5) above. However, the employee is not required to deplete all of their vacation and sick leave and can maintain up to forty (40) hours of each of vacation and sick leave.
 5. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and up to forty (40) hours of sick leave to qualify for shared leave.

- E. The Agency Head or designee permits the leave to be shared with an eligible employee.
 - F. 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 annual leave balances will be prorated.
 - G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
 - H. 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. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
 - I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 14.4** The Agency Head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.
- 14.5** The Agency Head or designee will require the employee to submit, prior to approval or disapproval;
- A. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 14.3 (A)(1), (6) or (7) of this Article;
 - B. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 14.3 (A)(2) of this Article;
 - C. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or a nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Section 14.2 (A)(3) of this Article;
 - D. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Section 14.3 (A)(4) of this Article; or

- E Verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed physician or health care practitioner verifying pregnancy disability under Subsection 14.3 (A)(5) of this Article.
- 14.6** Any donated leave may only be used by the recipient for the purposes specified in this Section.
- 14.7** The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.
- 14.8**
- A. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave.
 - B. Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Subsection 14.9 of this Article.
 - C. For shared leave qualified under Subsection 14.3 (A)(5) of this Article, the employee is not required to deplete all of their vacation leave and sick leave and can maintain up to forty (40) hours of each of vacation and sick leave.
- 14.9** Any shared leave no longer needed or will not be needed at any future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the Agency Head or designee will be returned to the donor(s).
- Unused leave may not be returned until the conditions in [RCW 41.04.665\(10\)](#) are met.
- The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.
- 14.10** If an employee has a need to use shared leave due to the same condition listed in the previously approved request, the agency head or designee must approve a new shared leave request for the employee.
- 14.11** All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
- 14.12** The Agency will maintain records which contain sufficient information to provide for legislative review.
- 14.13** An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave used.

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

- 15.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for any one or more of the following reasons 1-4:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
 3. Family medical leave to care for a spouse, son, daughter, or parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.
 4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
 5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

- B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
 - C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.
- 15.2 The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.
- 15.3 The Employer will continue the employee's existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.
- 15.4 The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee has the option of using some, or all of their paid leave for a family medical leave qualifying event, but must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to the use of paid leave.
- 15.5 The Employer may require certification from the employee's, the family member's, or the covered service member's health care provider for the purpose of qualifying for family medical leave.
- 15.6 Personal medical leave, serious health condition leave or serious injury or illness leave covered by the family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 15.7 Upon returning to work after the employee's own family medical leave-qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider. Once the employee provides the fitness for duty certification, the agency will not delay the return to work while the agency seeks clarification and authentication from the employee's health care provider.
- 15.8 The employee will provide the Employer with not less than thirty (30) days' notice before the family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

15.9 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with the employee's newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in [Article 31](#).
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, personal leave day, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA leave for baby bonding purposes.

15.10 Pregnancy Disability Leave

- A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA.
- B. Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time, personal leave day, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

15.11 The parties recognize that the Department of Labor could further define the amendments to FMLA. The Employer and employees will comply with existing and any newly developed federal FMLA regulations, interpretations and/or definitions.

15.12 Washington State Paid Family and Medical Leave Program (PFML)

- A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) program ([RCW 50A](#)) is in effect and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with [RCW 50A](#).
- B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- C. The employee may use sick leave, personal holiday, compensatory time, personal leave day or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the PFML. The employer may require verification that the employee has been approved to receive benefits

for paid family and/or medical leave under [Title 50A RCW](#) before approving leave as a supplemental benefit.

ARTICLE 16
SEVERE INCLEMENT WEATHER,
NATURAL DISASTER, AND EMERGENCY CLOSURE LEAVE

16.1 If the Employer decides that a state office or work location is non-operational (for WAFHP this decision will be made by the appropriate Regional Fish Program Manager) or inaccessible due to severe inclement weather or natural disaster, or other emergency resulting in closure, the following will apply:

- A. Non-emergency (or emergency, if applicable) employees may be released with no loss of pay during the disruption of services.
- B. Non-emergency (or emergency, if applicable) employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services, or the employee may be offered the option to telework.
- C. If affected state offices or work locations are reasonably believed to be temporarily non-operational, employees will be allowed to utilize accrued leave for up to four (4) weeks. The employee's leave will be charged in the following order:
 - 1. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
 - 2. Any accrued vacation leave;
 - 3. Accrued sick leave, up to a maximum of three (3) days in any calendar year;
 - 4. Leave without pay.
- D. At the discretion of the Employer, if, after four (4) weeks, the state office or work location is still non-operational, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Section 35.5 of Article 35, Layoff and Recall, of this Agreement.

16.2 If a work location remains fully operational but an employee is unable to travel to work, remain at work, or telework because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

- A. Any earned compensatory time, or exchange time unless this would result in the loss of their vacation leave;
- B. Any accrued vacation leave;

- C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year; then
- D. Leave without pay
Although the types of paid leave will be used in the order listed above, and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay rather than vacation or sick leave at their request.

16.3 Employees who report to work late due to severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time (up to two (2) hours for employees who work on McNeil Island). The State may grant additional paid time if deemed reasonable under the circumstances. Section 16.2 will apply to any additional late time.

ARTICLE 17 MISCELLANEOUS LEAVE

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

- A. Examinations or interviews for state employment;

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

- B. Assessment from the Employee Assistance Program (EAP);
- C. Life-giving procedures, blood platelet and fluid donations;
- D. Jury Duty as outlined in 17.2;
- E. To appear in court or administrative hearing, as specifically provided below in Section 17.3;
- F. For bereavement leave, as specifically provided below in [Section 17.5](#).

G. To allow an employee to take a reasonable amount of leave, up to one work shift, with pay for the employee to receive the CDC recommended vaccine(s) during a pandemic and declared state of emergency, if the vaccine is not offered at the workplace. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination.

17.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of the employee's jury duty summons. If selected to be on a jury, employee-requested

schedule changes will be approved, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

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

- A. Is a party in the matter and is not represented by the Attorney General's Office of the state of Washington, or
- B. Has an economic interest in the matter.

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

17.4 Employees will not be eligible for per diem or travel expenses under this Article.

17.5 Bereavement Leave

A. An employee is entitled to ~~three (3)~~ five (5) days of paid bereavement leave if the employee's family member, ~~unborn child~~, or household member dies, or for the loss of a pregnancy. An employee may request less than three (3) days of bereavement leave.

1. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, the employee's spouse or partner who would have been the parent, including through surrogacy or adoption.

- B. The Employer may require verification of the family member's, relative'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, the employee's personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.
- D. In the event of the death of a relative, the Employer will approve the employee's accrued paid leave listed in (C) above for all deaths up to a total of five (5) days for each calendar year. The Employer may deny leave requested under this provision for the holidays specified in Section 11.1, Paid Holidays.
- E. For purposes of this sub-article a family member is defined in Subsection 13.2 (K)(1); a household member is defined in Subsection 13.2 (K)(3); and a relative is defined in Subsection 13.2 (K)(2).

17.6 Personal Leave

- A. An employee may choose one (1) workday as a personal leave day per fiscal year during the life of this Agreement if the employee has been continuously employed for more than six (6) months.
- B. The Employer will release the employee from work on the day selected for personal leave if:
 - 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. Personal leave may not be carried over.
- D. 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.
- E. 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 18.11](#); or
 - 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

17.7 Life-Giving Procedures, Blood Platelet and Fluid Donations

- A. When approved, employees will receive paid leave, not to exceed thirty (30) working days in a two (2) year period, for participating in 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 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. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

- B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood platelets or fluids 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.

17.8 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 five (5) 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.

Agencies may require verification of the use of leave with pay. To allow for the provision of continued essential services to the public, agencies may consider emergency operations requirements and/or program and staffing replacement requirements in the approval and scheduling of leave under this subsection. Leave under this subsection must be used within three (3) months from the date of the emergency declaration. If days 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 18 LEAVE WITHOUT PAY

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

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

18.2 Holidays for a Reason of Faith or Conscience

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

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [Chapter 82-56 WAC](#) or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday, personal leave or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

18.3 Leave without pay may be granted for the following reasons:

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

18.4 Limitations

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

- A. Compensable work-related injury or illness;
- B. Educational leave;
- C. Governmental Service Leave;
- D. Military;
- E. Seasonal career employment leaves;
- F. Volunteer fire fighting;
- G. Domestic violence leave;
- H. Leave authorized in advance by an Appointing Authority as a part of a plan to accommodate a person with a disability; or
- I. Leave taken under the provisions of [Article 15](#), Family and Medical Leave.

18.5 Returning Employee Rights

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

18.6 Military Leave

In addition to the twenty-one (21) days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid 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. In addition to the twenty-one (21) days, employees called to active military duty will continue to accrue seniority within the state system.

18.7 Educational Leave

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

18.8 Sabbatical

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

18.9 Child and Elder Care Emergencies

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

18.10 Seasonal Career Employment

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

18.11 Governmental Service Leave

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

18.12 Volunteer Firefighting Leave

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

18.13 Professional Growth Opportunity

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

18.14 Military Family Leave

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

18.15 Domestic Violence Leave

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

18.16 Loss of a Required License and/or Certification

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

18.17 Use of Paid Leave

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

ARTICLE 19 SAFETY AND HEALTH

- 19.1** It is to the mutual benefit of the Employer and the employees that safe work practices are followed. The Employer, Employee and Union have a significant responsibility for workplace safety and health.
- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA). It is agreed that the WISHA regulations now and hereafter amended will continue to be complied with by both parties.
 - B. Employees will comply with all safety and health practices and standards established by the Employer and will report unsafe working conditions immediately. The Employer will investigate reported unsafe working conditions and take appropriate action.
 - C. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with [Article 13](#), Sick Leave, when employees self-report a contagious health condition.
 - D. The Union will work cooperatively with the Employer on safety and health related matters and encourage employees to work in a safe manner.
- 19.2** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.
- 19.3** 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.
- 19.4** Safety committees will consist of employees selected by the Union and Employer-selected 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. 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.
- 19.5 Ergonomic Assessments**
At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's workstation is completed. Solutions to identified issues will be implemented within available resources.

19.6 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Subsection 19.4.

19.7 Physicals for Washington State Patrol WSPTA & WSPSTA only

Management will pay for all employer required physicals. In addition, if time and travel are required, management will provide release and pay for travel related expenses.

ARTICLE 20 UNIFORMS, TOOLS AND EQUIPMENT

20.1 Uniforms

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

20.2 Tools and Equipment

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

20.3 International Organization of Masters, Mates and Pilots (MM&P)

Management and the Union agree that a professional image is important. All staff are expected to maintain personal appearance consistent with each employee's job duties.

All marine personnel shall be required to wear a standard uniform at all times while on duty consisting of:

- A. Black trousers (no jeans);
- B. White polyester/cotton blend shirt for [Marine Vessel Operators](#) ~~passenger/tug boat operators~~;
- C. Black dress shoes or boots with dark hosiery;
- D. Black belt or black suspenders;
- E. Black baseball cap with insignia as [provided](#) designated by Management. Insignia designed by Management for [Captains Marine Vessel Operations](#) shall be different than other marine personnel. ~~Captains may wear as optional dress, a formal hard billed "Captain's" hat with black cover and insignia.~~

- F. ~~Passenger/tug boat~~ Marine Vessel ~~o~~ Operators will be required to wear epaulettes of rank on their shirt and coat.

In view of Management requiring the above uniform to be worn at all times while on duty, each permanent ~~passenger/tug boat~~ Marine Vessel ~~o~~ Operator will be reimbursed up to~~shall be provided the sum of six hundred dollars (\$600.00)~~ one thousand dollars (\$1000.00) per year for all uniform purchases and cleaning services with proof of purchase or receipts. ~~Upon request by employee, Management will provide foul weather gear.~~

~~Such sums shall be divided into two (2) equal semiannual payments to be made during the months of April and October of each year.~~ Employees must perform the duties of their position for four (4) out of the previous six (6) months to be eligible for the uniform allowance.

~~This money shall be utilized for the purchase, cleaning and maintenance of the required uniform.~~ Management will provide non-permanent, on-call and probationary employees with a uniform until such time as the employee ~~he/she~~ obtains permanent status.

When needed for additional warmth, a black sweater, black sweatshirt, or black thermal-type shirt may be worn under the uniform shirt or jacket, or a heavy-duty overcoat of the same color may be worn over it. During inclement weather, black or blue rain gear or a black heavy-duty overcoat may be worn over the standard uniform. Upon request by an employee, Management will provide foul weather gear.

20.4 International Association of Fire Fighters (IAFF)

Management and the Union agree that a professional image is important. While on duty, members shall display a professional appearance consistent with their job duties or activities. Members shall wear a standard uniform, although exceptions to the uniform requirement shall be permitted during unique circumstances such as rest periods or during physical training, or when approved by the Fire Chief. Uniform items, safety equipment, and personal protective equipment (PPE) provided by Management shall meet any and all applicable WACs and NFPA standards. Management will provide the following uniform items:

- A. Three (3) Black or Navy Blue trousers;
- B. Three (3) White or Navy Blue duty shirt with Fire Department insignia designated by Management;
- C. One (1) pair of coveralls (PPE);
- D. One (1) Baseball cap with Fire Department insignia designated by Management;
- E. One (1) Duty belt;

- F. One (1) Duty Coat with Fire Department insignia designated by Management;
- G. One (1) personal floatation device when working on or around water;
- H. One (1) pair of Wildland fire rated duty boots;
- I. One (1) quarter zip sweatshirt with appropriate insignia;
- J. Four (4) t-shirts with appropriate insignia.
- K. One (1) agency designated badge, and
- L. One (1) navy blue or black beanie style cold weather cap with insignia designated by management.

State issued items may be exchanged on a one (1) for one (1) basis as needed due to damage or normal wear and tear at Management's discretion.

One time per year, management and the union will meet to discuss the appropriateness of the items issued above.

20.5 Washington State Nurses Association (WSNA)

The Employer shall reimburse nurses for clothes irreparably damaged or torn by patients. Such reimbursement will be based on the estimated value of the clothing damaged.

20.6 International Brotherhood of Electrical Workers/United Association of Plumbers and Pipefitters Local 32 (IBEW/UA)

The Department of Labor and Industries will provide inspectors with the following clothing with L&I Logo as needed;

- A. Identifiable vest; and
- B. A hard hat and liner.

The Department of Labor and Industries will provide inspectors with the following clothing as needed;

- A. Coveralls and/or logging pants;
- B. Shop coat;
- C. Foul weather jacket and pants;
- D. Cold weather jacket; and
- E. Safety gloves.

The Department of Labor and Industries will provide inspectors with the following:

- A. One (1) pair of work boots per year;
- B. Footwear appropriate for the hazard;

- C. Safety glasses/eye protection (prescription only to include frames and lenses every two (2) years, where required); transition lenses if requested; and
- D. Hearing protection.

The department will pay for laundering and maintaining agency purchased coveralls, logging pants and shop coats as needed. The Employer will assign vehicles to field employees in accordance with State, agency policies and procedures for work related travel exclusively. Employer assigned vehicles will be suitably equipped for the expected duties as determined by the Employer. Usage of assigned vehicles that is inconsistent with OFM regulations, agency policies or procedures is subject to disciplinary action and loss of assigned vehicle.

Field employees with permanently assigned vehicles will be permitted to park the vehicle at their home provided the necessary documentation has been reviewed and approved by the Employer and in accordance with OFM regulations. The Employer will discuss with the Union prior to any changes to previously justified vehicles. The Union may request to bargain the impacts of such changes.

20.7 Washington State Patrol Communication Managers (IBT 174)

- A. The Employer will provide each manager's office with the necessary equipment, tools and devices that will allow the manager to carry out their daily responsibilities in a productive and business-like manner.
- B. The State Patrol will issue each manager a cardigan or pullover-style Communications sweater to be worn with the issued uniform. The sweater may be worn in the Communications Center or in lieu of the issued jacket when outside the Communications Center. The option to wear professional civilian attire shall be retained.
- C. Replacement of Employee-Owned Equipment
 1. The Employer agrees to process an employee's claim to repair or replace employee-owned equipment damaged or destroyed beyond normal wear while on duty, unless gross negligence can be shown on the part of the employee.
 2. The Employer is only obligated to reimburse the employee for personal property when the employee has received prior written approval to use the personal property while on duty.
 3. Repair or replacement of watches will be for actual cost not to exceed thirty dollars (\$30.00). Other items will be at fair market value.
 4. Claims for damaged eyeglasses or contacts shall be processed through the Department of Labor and Industries.

5. The employee may submit a sundry claim for repair or replacement of employee-owned equipment damaged or destroyed while on duty with the Washington State Patrol.

20.8 Washington State Patrol Supervisors Trades Association (WSPSTA) and Washington State Patrol Trades Association (WSPTA)

A. Safety Footwear and Prescription Safety Glasses

Management agrees to reimburse employees up to ~~two-three~~ hundred and ~~twenty-five-fifty~~ dollars (\$~~225~~~~350~~.00) per year, or up to ~~four hundred and fifty dollars (\$450.00)~~ ~~seven hundred dollars (\$700.00)~~ for a two (2) year period for the purchase of safety footwear ~~or~~; orthotics ~~and/or prescription safety glasses~~. The employee will purchase footwear meeting OSHA and/or WISHA standards for the employee's position. Upon request, and at management discretion, additional reimbursement may be authorized on a case-by-case basis.

B. Prescription Safety Glasses

Management agrees to reimburse employees up to three hundred fifty (\$350.00) per year, or up to seven hundred (\$700.00) for a two (2) year period for the purchase of prescription safety glasses.

C. Special Equipment

The Employer agrees to provide specialty tools, emergency supplies/equipment, testing equipment and safety equipment as needed to perform required duties as determined and authorized by the Chief or designee. The emergency supplies/equipment will include appropriate survival provisions and equipment for each permanent Maintenance Mechanic 4 and the Law Enforcement Communications Systems Supervisor when they are performing duties that would require such provisions and equipment. When necessary, the employer will replenish used or expired survival provisions and damaged and unusable equipment. All supplies and equipment will be returned to the employer when the employee is no longer performing the duties that would require the survival provisions and/or equipment.

~~D.~~ Vehicles

Department vehicles shall be used for official business and in a manner consistent with applicable state travel regulations. Use of state owned or operated vehicles shall be authorized by the Chief or designee. The Chief or designee may assign Facility Management vehicles to WSP facilities to expedite responses as necessary. With prior approval of the Chief or designee, WSPSTA employees may drive state vehicles to and from their residence so long as that use is consistent with OFM regulations.

~~E.D.~~ Tool Replacement

Personal tools worn out and/or broken on the job will be replaced on a like-for-like basis by the Employer, provided the tool is turned in to the Employer and the Employer had knowledge the tool was being used on the job. If an employee has

their tools stolen from a state vehicle, the Employer will replace those tools, as long as no employee negligence has occurred.

FE. Uniforms

The Employer will continue to provide coveralls and adequate inclement weather gear and safety clothing.

20.9 Affiliated Washington Pharmacists (AWP)

The Employer will provide a remote work station kit that includes the equipment and references necessary to work at a remote location, as determined by management after input from the local union management communication meeting.

The Employer will work with local Information Technology (IT) Department to increase the number of computers or other electronic devices for pharmacists to use on wards, meeting spaces, conference rooms and treatment areas.

20.10 The Liquor and Cannabis Board will provide all Lieutenants and officers the equipment and tools necessary to conduct agency business. At a minimum, LCB Lieutenants and officers will be issued the following:

- A. Handgun;
- B. Ballistic Vest;
- C. Service Ammunition; and
- D. Handcuffs.

Additional items will be provided based upon individual assignment and determined by the Employer in accordance with agency policy. Division management and FOP Lieutenants and officers will have at least two (2) Uniform/Equipment meetings per calendar year. Any material modifications to the uniform and/or equipment will be introduced at the Uniform/Equipment meeting.

Lieutenants and officers will participate in training and demonstrate proficiency with issued firearms and defensive tactics in accordance with agency policy.

20.11 Washington State Patrol CVEO4 – Assigned Vehicles

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

20.12 Taxability

The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

20.13 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with [RCW 4.92.100](#) and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

20.14 Washington Association of Fish Hatchery Professionals

The Employer will allow employees to purchase uniform items through the agency policy or state contract with approval of the employee's supervisor. If the supervisor denies the request, the employee may take the request to the hatchery division manager for consideration. The Agency shall provide and replace all employer provided PPE as required by WISHA, Agency Policy, the US Occupational Safety and Health Administration (OSHA) and the Washington Department of Labor and Industries Division of Occupational Safety and Health (DOSH) standards for the performance of employee's duties.

20.15 LCB/FOP

Employees that are required to wear safety footwear as essential Personal Protective Equipment (PPE), as determined by LCB, or who are required to wear clothing consistent with E&E Division Policy 701-Clothing and Appearance Standards, will receive a biennial allowance of two hundred twenty-five dollars (\$225.00) per pair of footwear, or toward required clothing.

20.16 AIAJ

The State shall provide Agency cellphones and service for each Judge. Upon request, judges will be provided with a set of headphones selected by the BIIA for use with BIIA provided laptop or cell phone.

20.17 FWLCA

At a minimum, the Department of Fish and Wildlife will provide Lieutenants and Captains the following:

A. Handgun;

B. Belts and holsters;

C. Patrol Rifle;

D. Service ammunition;

E. Handcuffs;

F. Ballistic vest;

G. Spotting scope;

H. Binoculars;

I. Two (2) flashlights;

J. One complete Class A Uniform including polished boots/shoes

K. One Class B short-sleeve uniform shirt

L. Two (2) complete Class C Uniforms;

M. Ballistic Outer Carrier;

N. All weather jacket;

O. Two (2) pairs of boots

P. Take home emergency response vehicle.

In addition, based on the Employee's assigned duties and geographic location, the Department may issue other uniform items as needed.

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

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

The Department agrees to reimburse staff permanently assigned by the Chief to a non-uniform position for approved clothing purchases required for the position and clothing maintenance, up to one thousand (\$1,000) per year.

ARTICLE 21

DRUG AND ALCOHOL FREE WORKPLACE

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

21.2 Possession of Alcohol, Marijuana, 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 premises are considered residences; or
2. The premises or state vehicles are used for the transportation, purchase, distribution and sale of alcohol pursuant to state law.

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

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

21.3 Prescription, Medical Marijuana, and Over-the-Counter Medications

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

21.4 Drug and Alcohol Testing – Safety Sensitive Functions

- A. Employees required to have a Commercial Driver’s License (CDL) or to be tested by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation Rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.
- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms, licensed Emergency Medical Technicians (EMT) and those licensed health care professionals who prescribe, administer or dispense medications as part of their job duties.
1. For employees who perform other safety-sensitive functions, a post-firearm shooting drug and alcohol testing may be conducted for any shooting incident involving a person and/or for any accidental discharge of a firearm.
 2. For employees who perform other safety-sensitive functions, a post-accident drug and alcohol test may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

21.5 Reasonable Suspicion Testing

- A. Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana 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 others. Specific objective grounds must be stated in writing that support the reasonable suspicion.
- B. Referral
Referral for testing will be made on the basis of specific written objective grounds documented by a supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances, marijuana, and/or alcohol.

C. Testing

1. When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he/she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.
2. Testing will be conducted 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, marijuana 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.
3. An employee who has a positive alcohol test, marijuana test, and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge based on the incident that prompted the testing.

21.6 Training

Training will be made available to managers, supervisors and lead-workers. Each Union may designate one (1) union steward or representative to attend training and provide training materials to the Union. Any additional requests for training will need Appointing Authority approval. 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 alcohol, marijuana, and/or controlled substances; and
- D. Rehabilitation services available.

21.7 Rehabilitation

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

ARTICLE 22 TRAVEL

- 22.1 Employees will be reimbursed for any authorized travel expenses (e.g. mileage, lodging and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy. When determining whether or not a hotel stay for an

employee who will be in travel status is warranted, the Agency will take into consideration the health and safety of the employee traveling. This may include consideration of hazardous inclement weather, extraordinary number of hours worked, the nature of the work required, and/or other travel-related circumstances which could threaten the safety of the employee.

- 22.2** Employees shall be notified upon hire of the necessity to use their personal vehicle for state business, if such use is on a regular/frequent basis. The employer agrees to compensate employees in accordance with OFM regulations for the use of their personal vehicle when authorized in advance by the Appointing Authority or a designee. Employees shall not be required to ride in another employee's personal vehicle.
- 22.3** Employees with permanently assigned vehicles may be permitted to park the vehicle at their home provided all necessary documentation has been reviewed and approved by the Employer and in accordance with the Office of Financial Management regulations.

ARTICLE 23

MEALS

- 23.1** For the Washington State Nurses Association (WSNA), Union of Physicians of Washington (UPW), Masters, Mates and Pilots (MM&P), International Association of Firefighters (IAFF), Affiliated Washington Pharmacists (AWP) bargaining unit members and IBEW/UA (Section 23.2 only) bargaining unit members:
- A. Employees having to respond to unscheduled overtime or unscheduled "extra duty" as defined in [Article 7](#), Hours of Work, requiring work during breakfast, lunch or dinner meals, which would have otherwise been eaten at home, shall receive said meal at institution expense, whether or not such meal occurs during the overtime period.
 - B. Food shall be made available and shall be provided, at institution expense, to those swing shift staff required to work two (2) hours or more into the next succeeding shift.
 - C. Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal shall be reimbursed for its cost.
 - D. Overtime-eligible employees who are on a scheduled meal period and are directed to perform work shall be compensated at the overtime rate.
- 23.2** Labor and Industries employees represented by the IBEW/UA shall be entitled to appropriate per diem during an Employer declared emergency when the employer requires the employee to work three (3) hours past their scheduled shift.
- 23.3** Per diem for meals will not be reduced if the employee's travel schedule necessitates leaving before the breakfast is available or if an employee elects not to eat the continental breakfast provided as part of the lodging rate. A continental breakfast generally consists of

juice, bread, and a hot beverage (typically coffee or tea). Fruit is sometimes included as part of the price or as a priced item.

ARTICLE 24

UNIFORMED SERVICE SHARED LEAVE POOL

24.1 Purpose

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 and Office of Financial Management administer the pool.

24.2 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.

24.3 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.
 - 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 allowed under [RCW 38.40.060](#).
 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.

24.4 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.
- 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 Benefits Board, 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.

24.5 This article is not subject to the grievance procedure in Article 31.

ARTICLE 25

OFFICIAL DUTY STATION

25.1 IBEW/UA

- A. It shall be the duty of Management to establish the permanent duty station of each employee.
- B. Official Duty Station
Each employee's official duty station shall be the service location or a designated office or address in such other community, as may be designated, for employees assigned to a Region. For employees whose home is designated as their official duty station, the Employer will conduct an assessment to determine the supplies and equipment needed to perform their official duties. Based on the assessment completed by the Employer, all identified necessary equipment will be provided. Such equipment may include, but not be limited to a:
 1. Dedicated telephone line;
 2. Telephone;
 3. Voice mail;
 4. Fax;
 5. Computer;
 6. Printer;
 7. Internet access; and
 8. Necessary office furniture.

Employees working out of their home will have a signed “work from home” agreement in place.

- C. The Department will not close, consolidate or effect a change in an official duty station of an employee, without notification to the Union regarding that decision. The Union may demand to bargain the impact of these decisions.
- D. Management will provide a reasonable amount of time for employees to complete their tasks such as inspections, paperwork, and compliance activities. The parties agree to report on their experience under this Subsection at Union Management Communication meetings.

25.2 UPW

- A. DSHS will maintain an extra duty room at ESH and WSH for physicians performing “extra duty” work as defined in [Article 7.2](#) D. Where possible, one room will be provided for physician use and one for psychiatrist use.
- B. Private shower facilities will be made available for physicians working extra duty [at ESH and WSH](#).

25.3 Washington State Patrol CVEO4 and FOP**Official Duty Station**

The Employer shall assign each employee an official duty station in accordance with OFM regulations. The Employer will determine and provide the employee with the necessary equipment, tools and devices. The parties will discuss and attempt to resolve any issues at Labor Management Communication Committee meetings.

25.4 WAFHP

The Employer will follow agency policies and practices regarding Employer-provided housing. Any change to agency housing policies and practices will be in accordance with [Article 46](#), Agency Policies.

When an On-site house becomes available, the house will be offered to hatchery staff in the following order:

1. FHS 4 assigned to the facility where the house is available.
2. FHS 3 assigned to the facility where the house becomes available
3. FHS 2 assigned to the facility where the house becomes available.

Should two or more hatchery staff of the same job class request to move into a vacant house the house will be awarded to the Fish Hatchery specialist with the most seniority.

Seniority, for application to this Subsection only, is defined as: the most time working for WDFW within the Hatcheries Division without a break in service.

25.5 Teamsters 174 (CVEO 4)

The Employer will pay all applicable fees for parking Agency-issued vehicles for employees assigned to the Helen Sommers Building and/or on Capitol campus.

25.6 FWLCA

The official duty station for Lieutenants and Captains will be their permanent residence. Permanent residence is defined as where an employee primarily lives and actually resides. The Employee will produce for inspection the following information upon request by the Chief:

1. Mailing address;
2. Utility and service bills;
3. Residence, rental or ownership agreement; and
4. Emergency data card (used by WildCom and WSP dispatch).

ARTICLE 26 OFF-DUTY CONDUCT

- 26.1** The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in state law or are detrimental to the employee's work performance or the program of the Agency.
- 26.2 All Employees (excluding the Washington State Patrol and Liquor and Cannabis Board)**
Employees will report all arrests and any court-imposed sanctions or conditions that would prevent or negatively affect their ability to perform assigned duties to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift or work period, whichever occurs first.
- 26.3 Off Duty Employment**
Employees will notify the employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that is in accordance with agency/program policy and will not interfere with the performance of their duties or result in a conflict of interest.
- 26.4 Washington State Patrol (WSP) and Liquor and Cannabis Board (LCB)**
Employees will continue to abide by their agency specific regulations relating to off-duty conduct and off-duty employment.

ARTICLE 27 TELEWORK, COMMUTE TRIP REDUCTION AND PARKING

- 27.1** The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.
- 27.2** Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 27.3** Pursuant to Executive Order 14-02, the Employer may allow employees to work from home in order to reduce their commute by one or more days a week if the employer determines that their position and work is conducive to a work from home agreement. During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of June 30, 2009.
- 27.4** The Employer will maintain a telework policy, process, and procedure regarding telework.
- 27.5** The Appointing Authority or designee may approve modified schedules which further trip reduction goals.

27.6 Masters, Mates and Pilots (MM&P) and International Association of Firefighters (IAFF)

Management shall ensure adequate parking space adjacent to or within reasonable distance from each work location. Where a work location is separated from the parking location by a body of water management shall ensure adequate parking space.

27.7 Employees with King, Pierce, or Snohomish County Duty Station - ORCA

A. In addition to all other provisions of Article 27, upon request, all benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce, or Snohomish County will receive a card for travel on public transportation 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 County that participate in a Van Pool through the ORCA program will be subsidized at fifty dollars (\$50) of the per monthly cost.~~

27.8 Van Pool Subsidy

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

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

ARTICLE 28**NURSE PRACTICE AND MEDICATIONS**

28.1 Management recognizes the responsibility of Registered Nurses, pursuant to the Nurse Practice Act, [RCW 18.79](#). To facilitate this responsibility, the parties agree to the following procedure for issues not resolved at the immediate supervisory level.

28.2 Nurse practice issues shall first be brought to the attention of Local Management for resolution.

28.3 Unresolved issues shall be appropriate items for discussion by the local and/or statewide Labor Management Communications Committee. Either party at such meetings may utilize appropriate resource individuals.

The local and statewide committee may discuss and exchange information regarding nurse staffing issues, the use of mandatory overtime and other staffing issues mutually agreed upon.

28.4 Nurses who raise nurse practice issues shall be free from restraint, interference, discrimination or reprisal.

28.5 Medications

Management agrees that the administration of medications shall be conducted in compliance with state regulations and applicable State Practice Acts. Management shall enforce state laws concerning the administration of medications.

28.6 Management agrees to provide adequate training to allow nurses to safely perform new protocols and procedures. Appropriate orientation will be provided for nurses to function safely when floated to a different unit.

ARTICLE 29

DEFENSE AND INDEMNIFICATION

29.1 Employee Liability

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of their employment for the state, he/she has the right to request representation and indemnification through their agency in accordance with [RCW 4.92.060](#) and [070](#) and agency policy.

29.2 MM&P

All permanent licensed Masters may purchase insurance to defend themselves in any Coast Guard investigation of a marine incident, or Coast Guard action against the employee's license resulting from such incident. Upon proof of purchase, Management will reimburse each Master on a quarterly basis, one hundred twenty-five dollars (\$125.00).

ARTICLE 30

DISCIPLINE

30.1 Just Cause

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

For Law Enforcement Employees – The parties agree that the Department of Fish and Wildlife (DFW) is required to make certain disclosures to prosecuting attorneys pursuant to *Brady v. Maryland*, 373 U.S. 83 (1963). Even if the underlying facts surrounding the disclosure may give rise to discipline, the parties agree that the disclosure or subsequent prosecutorial designation will not be the sole basis for the discipline.

30.2 Employee Privacy

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

30.3 Forms of Discipline

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

30.4 Investigative Process

- A. The Employer has the authority to determine the method, develop and follow appropriate guidelines for conducting investigations and notify the Union of those guidelines.
- B. Upon written request by the Union to the Agency HR Director or designee, if an investigation lasts longer than forty-five (45) days from the date the employee was notified of the investigation, the Employer will notify the Union in writing of the current status of the investigation (for example: interviews pending, drafting of investigative report, waiting for analysis of data) and the Employer will provide an anticipated timeframe for completion. The Employer will provide its response to the Union's request for the current status of the investigation at least ten (10) days from the date of request by the Union. However, in the event the Employer does not respond to the Union's request for a status of the investigation within ten (10) days, the failure to meet this timeframe will not be a basis for challenging the disciplinary action or precluding admissibility of evidence.
- C. At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification when the investigation is completed and that no discipline will be imposed.

30.5 Investigatory Interviews

- A. For Board of Industrial Insurance Appeals (BIIA) - Unless exigent circumstances exist, the employer will notify the employee at least forty-eight (48) hours in advance of an investigatory interview. The employee may waive the forty-eight (48) hour period. The notification will include the nature of the interview.

For all other Agencies - Unless exigent circumstances exist, the employer will notify the employee at least twenty-four (24) hours in advance of an investigatory interview. The employee may waive the twenty-four (24) hour period. The notification will include the nature of the interview.

- B. Upon request, an employee has the right to a Union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a Union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.
- C. Employees have a duty to fully cooperate with an Agency investigation. Employees retain the rights afforded to them by the Constitution of the United States and the State of Washington, as well as all of the protections of the statutes of Washington and this collective bargaining agreement.

- D. The Employer will allow a reasonable break for an employee participating in an investigatory interview.
- E. Nothing in the prior Subsection will prevent an employee from giving a public safety statement at the scene to preserve evidence, identify witnesses or otherwise protect officer and/or public safety. The parties agree that public safety statements are necessary to ensure public safety and scene integrity.

30.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation. Such a reassignment shall not result in the loss of base salary to the employee. If an alternative assignment lasts longer than ninety (90) days from the date the employee is placed on alternate assignment, and every thirty (30) days thereafter if necessary, upon written request from the Union, the Employer will provide a written explanation to the employee and the designated Union representative of the current status of the investigation and whether to continue the alternate assignment. The employee will not be prohibited from contacting their Union representative(s) unless there is a conflict of interest, in which case the employee may contact another union representative. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified.

30.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will offer the opportunity to schedule a pre-disciplinary meeting with the employee. Five (5) days prior to the pre-disciplinary meeting, the Employer will inform the employee and the Union of the reasons for the contemplated discipline and an explanation of the evidence and copies of written documents relied upon to take the action. Employees may request a shorter timeframe for the pre-disciplinary meeting. The employee will be provided an opportunity to respond in writing or in person.

30.8 Notice Prior to Reduction in Pay or Demotion

The Employer will provide an employee with fifteen (15) calendar days written notice prior to the effective date of the reduction in pay or demotion.

30.9 Ability to Grieve Specific Discipline

The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 31](#), Grievance Procedure, Oral Reprimands, however, may only be processed through the Agency Head step of the grievance procedure.

30.10 Copy of Disciplinary Action Provided to Union

Copies of disciplinary actions, except for oral reprimands, will be sent to the Union at the time it is given to the employee.

ARTICLE 31 GRIEVANCE PROCEDURE

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

31.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

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

C. Computation of Time

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

D. Failure to Meet Timelines

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. The nature of the grievance;
2. All pertinent facts or issues, including date of occurrence, upon which the grievance is based;
3. The specific Article and Section of the Agreement violated;
4. The specific remedy requested; and

5. The name of the grievant(s) and signature, or other official acknowledgement, of the Union representative.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

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

K. Consolidation

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

L. Bypass

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

M. Discipline

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

31.3 Filing and Processing

A. Filing

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

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

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

Grievances will be filed electronically to the employer at the Agency's Human Resource Office and/or Agency's Labor Relations Office.

B. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. Processing

1. Step 1: Responsible Supervisor, Manager or Designee:

If the issue is not resolved informally, the Union may file a written grievance with the employee's supervisor or designee with a copy to the Human Resources Office, within the twenty-one (21) day period described above. The Employer will designate a responsible supervisor, manager or designee who will, upon agreement of the parties, meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting. If the parties cannot agree on the meeting process, the Union may move the grievance to Step 2 of the grievance procedure. For FWOOG, with notice to the Chief or designee, one additional union steward with knowledge relevant to the grievance may also participate in the conference, provided that the steward does so while in an unpaid status.

Note: The Departments of Fish and Wildlife, Department of Corrections, Social and Health Services, Enterprise Services, Liquor and Cannabis Board and the Washington State Patrol will bypass Step 1.

2. Step 2: Appointing Authority or Designee:

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing the written grievance, with the Appointing Authority or designee, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision.

For agencies bypassing Step 1: If the issue is not resolved informally, the Union may file a written grievance with the employee's Appointing Authority or designee, with a copy to the Human Resources Office within the twenty-one (21) day period described in 31.3 A.

In either case, the Appointing Authority or designee will meet (or if mutually agreeable confer by telephone), with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the

grievance and will respond in writing to the Union within fifteen (15) days after the meeting.

3. Step 3: Agency Head or Designee:

If the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing the written grievance with the Agency Head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. Upon agreement of the parties, the Agency Head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the Step 3 grievance request. Management will provide a written response to the Union within fifteen (15) days after the meeting and if the remedies are denied the response will include an explanation.

Note: If the Agency Head is the only Appointing Authority for the Agency, Step 3 will be bypassed.

4. Step 4: Mediation or Pre-Arbitration Review Meeting:

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

A. Request for Mediation

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

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

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

1. Schedule a pre-arbitration review meeting with the LRS Assistant Director or designee, an agency representative, and the Union's representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, within fifteen (15) days of the meeting, the Union may file a demand to arbitrate the dispute [as set out in Step](#)

~~5 below, with the American Arbitration Association (AAA), or through a mutually agreed upon list of arbitrators, or~~

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fifteen (15) days of receipt of this notice, the Union may file a demand to arbitrate the matter with the AAA, or through a mutually agreed upon list of arbitrators.

5. **Step 5: Arbitration:**

Filing Demand to Arbitrate

If the grievance is not resolved at Step 4, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed ~~with~~ within fifteen (15) days of the mediation session or PARM with either ~~the~~ (1) the American Arbitration Association (AAA) ~~appropriate organization within fifteen (15) days of the mediation session or PARM,~~ or (2) the Public Employment Relations Commission (PERC). In addition, a demand to arbitrate must be filed with the OFM State Human Resources Labor Relations Section (LRS) at the email address labor.relations@ofm.wa.gov and the Agency's Human Resource Office and/or Agency Labor Relations Office.

A. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names from the list of arbitrators provided by the AAA or by request to the Public Employment Relations Commission (PERC) for a list of seven (7) or nine (9) arbitrators, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

B. Authority of the Arbitrator

1. The arbitrator will:
 - a. Have no authority to add to, subtract from, or modify any of the provisions of this Agreement;
 - b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 - c. Not make any decision that would result in the violation of this Agreement;
2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is

argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

C. Arbitration Costs

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

ARTICLE 32 PERSONNEL FILES

- 32.1** There will be one (1) official personnel file maintained by the Employer for each employee. Additional employee files may include supervisory, attendance, payroll and medical files. The location of personnel files will be determined by the Agency. Medical files will be kept separate and confidential in accordance with state and federal law. An employee will have the right to examine their own personnel file. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. The Employer will provide access to the file as soon as possible but not more than fourteen (14) calendar days from the date of a request. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file that he/she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

32.2 When documents in an employee's personnel file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least ten (10) calendar days in advance of the intended release date.

32.3 Prior to any document that may be deemed derogatory to the employee being placed into the employee's personnel file, the employee will be provided a copy.

32.4 Removal of Documents

- A. Adverse material or information related to alleged misconduct that is determined to be false or is unsubstantiated and all such information in situations where the employee has been exonerated of misconduct will be removed from employee files upon employee request.
- B. Written reprimands and their related documentation will be removed from an employee's personnel file or WSP Office of Professional Standards file after two (2) years if:
 - 1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years, will be removed after five (5) years if:
 - 1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.
- D. Performance evaluations will be removed from an employee's personnel file after five (5) years if:
 - 1. Circumstances do not warrant a longer retention period; and/or
 - 2. There have been no documented performance deficiencies in a subsequent performance evaluation; and
 - 3. The employee submits a written request for its removal.
- E. Other material or information of an adverse nature will be removed from an employee's personnel file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and/or

2. There have been no documented performance deficiencies in a subsequent performance evaluation; and
 3. The employee submits a written request for its removal.
- F. Nothing in this Section will prevent the Employer and employee from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- G. Any disciplinary actions removed from an Employee's personnel file may not be considered for progressive purposes.

32.5 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following the completion of the annual performance evaluation, unless circumstances warrant otherwise. If circumstances warrant retention of a document past an annual performance evaluation, it shall be purged upon the next annual performance evaluation. Employees retain a right to review their supervisory file.

32.6 LCB/FOP Record Retention

Personnel records for any LCB officer must be retained for the duration of the officer's employment and a minimum of 10 years thereafter. Such records include all misconduct and equal employment opportunity complaints, progressive discipline imposed including written reprimands, supervisor coaching, suspensions, involuntary transfers, other disciplinary appeals and litigation records, and any other records needed to comply with the requirements set forth in [RCW 43.101.095](#) and [43.101.135](#).

ARTICLE 33 REASONABLE ACCOMMODATIONS AND DISABILITY SEPARATION

33.1 Reasonable Accommodations

A. Safety Accommodations

1. An employee may request a reasonable safety accommodation if the employee or the employee's family member is a victim or perceived victim of domestic violence, sexual assault or stalking (victim). An employee may be required to show verification of the need for a safety accommodation by providing a police report showing the employee or family member was a victim, a court order protecting or separating the victim from the perpetrator of the act, or other evidence from the court or the prosecuting attorney to support the request. Documentation from an advocate for victims, an attorney, a member of the clergy or a medical or other professional who provides services to such victims may be provided, but it shall retain its confidential or privileged nature of communication pursuant to stat law. An employee can also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the

employee, a birth certificate, court document, or other similar documentation.

2. A reasonable safety accommodation may include, but is not limited to:
 - a. A transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.
 - b. Leave pursuant to [Article 12](#), [Article 13](#) and [Article 18](#) may be considered a reasonable safety accommodation.
 - c. The Agency may deny a reasonable safety accommodation request based on an undue hardship, which means an action requiring significant difficulty or expense.

B. Pregnancy Accommodations

1. For purposes of this Section, “pregnancy” includes the employee’s pregnancy and pregnancy related health conditions.
2. A pregnant employee may request a reasonable accommodation, which may include any of the following:
 - a. Providing more frequent, longer, or flexible restroom breaks;
 - b. Modifying a no food or drink policy;
 - c. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee’s work station;
 - d. Providing seating or allowing the employee to sit more frequently if their job requires them to stand;
 - e. Providing for a temporary transfer to a less strenuous or less hazardous position;
 - f. Providing assistance with manual labor and limits on lifting;
 - g. Scheduling flexibility for prenatal visits; and
 - h. Any further pregnancy accommodation an employee may request, and to which an Agency must give reasonable consideration in consultation with information provided on pregnancy

accommodation by the Department of Labor and Industries or the attending health care provider of the employee.

3. The Agency may deny a reasonable pregnancy related accommodation based on undue hardship if the requested accommodation requires significant difficulty or expense. An Agency may not claim undue hardship for the accommodations listed above in (2) (a), (b) and (d), or for limits on lifting over seventeen pounds, and the Agency may not request written certification for those same accommodation requests.
4. The Agency will not require a pregnant employee to take leave if another reasonable accommodation can be provided.
5. An Agency, except for the limitations in (3) above, can require the employee to provide written certification from their treating health care professional regarding the need for a reasonable accommodation.
6. An Agency does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

C. Disability Accommodations:

1. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
2. An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of their position may request such an accommodation by submitting a request to the Agency.
3. Employees requesting accommodation must cooperate with the Agency in discussing the need for and possible form of any accommodation. The Agency may require supporting medical documentation and may require the employee to obtain a second medical opinion at agency expense. Medical information disclosed to the Agency will be kept confidential.
4. The Agency will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. An employee may request a status update after thirty (30) days of their request for a reasonable accommodation. The Employer will provide a response to the employee within five (5) working days of the employee's update request.

33.2 Disability Separation

- A. An employee with permanent status may be separated from service when the Agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which

cannot be reasonably accommodated pursuant to 33.1 (C) above. Determinations of disability may be made by the Agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The Agency must make a disability determination within a reasonable amount of time after the submittal of this paperwork. The Agency can require an employee to obtain an independent medical examination at the Agency's expense, including paid time, from a physician or licensed mental health professional of the Agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations.

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

- B. The Agency may separate an employee when the Agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position, or when the employee requests separation due to disability.
- C. An employee separated due to disability, will be placed in the General Government Transition Pool Program if he/she submits a written request for reemployment and has met the reemployment requirements of [WAC 357-46-090](#) through 105. Employees participating in the transition pool program shall have no right of appeal within the program.
- D. Disability separation is not a disciplinary action. An employee who has been separated due to disability may grieve their disability separation in accordance with [Article 31](#), Grievance Procedure, unless separation was at the employee's request. Upon written request, an employee who grieves a disability separation will be provided a copy of the medical information the Agency used to make the disability separation determination.

ARTICLE 34 SENIORITY

34.1 Definition

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

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

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward to an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Article 35, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

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

34.2 Ties

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

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

34.3 Semi-Annual Seniority List Posting

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

- 34.4 For purposes of layoff, the Employer will, at least thirty (30) days prior to the layoff or upon request by the union, provide the Union headquarters with the seniority list adjusted for military service credit. without dates specified. The Union will provide the Employer with any known discrepancies in seniority as soon as known. The list will be arranged in

descending order of seniority. The parties recognize that the list may change as new information is provided and therefore the parties agree that the list provided to the union is an unofficial document intended only to supply general information based on DD214(s) on file with the agency.

ARTICLE 35 LAYOFF AND RECALL

35.1 Definition

Layoff is an Employer-initiated action, taken in accordance with Section 35.3 below, that results in:

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

35.2 The Agency will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. Thirty (30) calendar days prior to any layoff, with the exception of those resulting from Subsection 35.6 below, each affected Agency will notify its respective union of its intent to lay off bargaining unit members. This notice shall include: the anticipated position(s) to be eliminated; an electronic list of the seniority of all bargaining unit employees including employee's job class and program; and a list of all known vacancies.

35.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

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

35.4 Voluntary Layoff, Leave Without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay 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 will determine who will be granted leave without pay and/or reduction in hours based on seniority if all staffing needs are equal. 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.

35.5 Permanent, Non-Permanent and Probationary Employees

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

35.6 Temporary Reduction of Work Hours or Layoff – Agency Option

- A. The Agency may temporarily reduce the work hours of an employee to no less than twenty (20) per week, up to thirty (30) calendar days, due to severe and inclement weather or natural disaster, unanticipated loss of funding, or lack of work. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours.
- B. The Agency 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 severe and inclement weather or natural disaster. Employees will receive notice of seven (7) calendar days of a temporary layoff.
- C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:
 - 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 and the employee will continue to accrue vacation and sick leave credit at their normal rate.

35.7 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 B, Layoff Units.

35.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission or recruitment announcements that have been identified prior to the layoff.

For the purposes of layoff, the Agency will use the most current completed position description form(PDF), reviewed, approved and signed by the appropriate chain of command, as the primary basis for determining the skills and abilities necessary to perform the duties of the position. Agencies will ensure that position description forms (PDF) accurately reflect the job duties of the position. The Union may challenge the use of any PDF within the bargaining unit that shows a significant change in the required skills and abilities for the position within three months of the layoff notice.

35.9 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in [Article 34](#), Seniority, among the group of employees with the required skills and abilities as defined in Section 35.8 of this Article. The Agency will determine if the employee possesses the required skills and abilities for the position. Employees being laid off will be provided an option to a comparable position in descending order within the layoff unit. Once an option as described in 1 – 3 below is available and offered, no further formal option will be provided.
1. A funded vacant position for which the employee has the skills and abilities, within their current job classification. If there are multiple funded vacancies within the layoff unit, the employee(s) will be afforded a choice of vacancies according to seniority and the required skills and abilities.
 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 position 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.
- B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of the employees with the skills and abilities of the position(s).
- C. If a job classification in which an employee has previously held status has been abolished or revised, a cross-walk to the class series will be used to identify layoff options. The employee must have the skills and abilities of any identified positions(s).

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.

35.10 Informal Options

An employee being laid off may be offered a funded vacant position to job classifications he/she has not held permanent status within their layoff unit provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status. The Agency will determine if the employee possesses the required skills and abilities for the position.

An employee may request an informal option to job classifications through the agency's Human Resources Office within five (5) calendar days of receipt of a written notice of a permanent layoff. The award or denial of an informal option is not subject to the grievance procedure.

35.11 Notification to Employees With Permanent Status

- A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union/Association will be provided with a copy of the notice at the same time the employee is notified.
- B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 35.6, if the agency chooses to implement a layoff action without providing fifteen (15) calendar day's notice, the employee will be paid their salary for the days that he/she would have worked had full notice been given.
- C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the agency to the employee.
- D. The day that notification is given constitutes the first day of notice.

35.12 Moving Expenses

An employee whose layoff option requires an increase of thirty-five (35) additional commute miles and who chooses to move the permanent residence to reduce the commute will be entitled to reimbursement of moving expenses as defined in OFM regulation.

35.13 Salary

Employees appointed to a position as a result of a layoff action will 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 will retain their current salary.
- B. Voluntary Demotion in Lieu of Layoff or Bump to a Lower Position
An employee who voluntarily demotes in lieu of layoff or who bumps to another position with a lower salary range 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 be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any general wage increase or step increase that occurred during the time they were laid off.
2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will 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 will be compensated at the maximum salary of the new salary range.

35.14 Transition Review Period

- A. The Agency may 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 he/she has:
 1. Not held permanent status;
 2. Been appointed from the General Government Transition Pool Program;
 3. Been appointed from a layoff list.
- B. The Agency will have the authority to extend or shorten an employee's review period as long as the extension does not cause the review period to exceed twelve (12) months. In such case, the Employer will provide written notice of the extension to the union and employee of the basis for an extension. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Agency 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 will be placed on or returned to the layoff list. The employee will remain on the list until such time as their eligibility expires or he/she has been rehired, whichever occurs first. Separation during, or extension of, the transition review period will not be subject to the grievance procedure in [Article 31](#).

35.15 Recall

- A. The Agency will maintain layoff lists for each job classification that will include geographic availability. Permanent employees who are laid off will, at their request, have their name placed on the list for the job classification from which they were laid off and will indicate the geographic areas they are willing to accept

employment. Additionally, employees may request to have their name placed on the layoff list for other job classifications in which they have held permanent status. An employee will remain on layoff lists for three (3) years from the effective date of their layoff.

- B. When a vacancy occurs within an agency and when there are names on a layoff list, the agency will fill the position in accordance with [Article 4](#), Filling of Vacancies. An employee who is offered a position two (2) times and refuses the offer each time will have their name removed from the layoff list. Once an employee accepts an offer, their name is removed from the layoff list for that classification unless returned to the list in accordance with other Sections of this contract.
- C. Washington Association of Fish Hatchery Professionals (WAFHP) only: Pursuant to terms of [Article 3.15](#) B, employees who have been laid off will have the right to first refusal for positions within the classification in which they had previously held permanent status.

35.16 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 administered by the Department of Enterprise Services (DES). When a vacancy occurs within an agency, the Agency 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.

35.17 Project Employment

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.9, above.
- B. Permanent status employees who left their regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status. The employee's return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in Section 35.9.
- 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.

35.18 Seasonal Career Employment

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Appendix B. Employees will be given no less than two (2) working days' notice of a layoff.
- 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 will be placed on a separate seasonal 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 will be recalled based on seniority for other seasonal career positions.

ARTICLE 36 MANAGEMENT RIGHTS

- 36.1** Except as modified by this Agreement and applicable law, the Employer retains all rights of management, including, but not limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the Agency's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
 - E. Determine the Employer's mission and strategic plans;
 - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
 - G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
 - H. Establish or modify the workweek, daily work shift, hours of work and days off;
 - I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
 - K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
 - L. Determine, prioritize and assign work to be performed;
 - M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
 - N. Determine training needs, methods of training and employees to be trained;
 - O. Determine the reasons for and methods by which employees will be laid-off; and

- P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

ARTICLE 37 LABOR MANAGEMENT COMMUNICATION COMMITTEE

37.1 Purpose

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

37.2 Committees

Agency statewide Labor Management Communication Committees with each exclusive bargaining representative will be established to discuss and exchange information of a group nature and general interest to both parties. In addition to an agency statewide committee, in the Department of Veteran's Affairs, each Institution will form a Labor Management Communication Committee which will meet no more than four (4) times per year unless agreed otherwise.

A. Composition

Labor Management Communication Committees will consist of:

1. For Department of Social Health Services/MM&P – up to two (2) employee representatives and up to two (2) employer representatives;
2. For Department of Social and Health Services/IAFF – up to two (2) employee representatives and up to two (2) employer representatives;
3. For the Department of Fish and Wildlife/WAFHP – up to three (3) employee representatives and up to three (3) employer representatives;
4. For Labor and Industries/IBEW – up to nine (9) employee representatives and up to nine (9) employer representatives;
5. For Labor and Industries/UA – up to seven (7) employee representatives and up to seven (7) employer representatives;
6. For Veterans Affairs/WSNA – up to three (3) employee representatives and up to three (3) employer representatives;
7. For Washington State Patrol Communication Managers/IBT 174 – up to two (2) employee representatives and up to two (2) employer representatives;
8. For Washington State Patrol/WSPTA – up to two (2) employee representatives and up to two (2) employer representatives;
9. For Washington State Patrol/WSPSTA – up to two (2) employee representatives and up to two (2) employer representatives;

10. For Department of Social and Health Services/UPW – up to three (3) employee representatives and up to three (3) employer representatives;
11. For Department of Social and Health Services/AWP – up to two (2) employee representatives and up to two (2) employer representatives;
12. For the Board of Industrial Insurance Appeals/AIAJ – up to three (3) employee representatives and up to three (3) employer representatives;
13. For the Liquor and Cannabis Board/FOP up to two (2) employee representatives and up to two (2) employer representatives;
14. For the Liquor and Cannabis Board/FOP (employees below the rank/position of Lieutenant) up to three (3) employee representatives and up to three (3) employer representatives; and
15. For the Washington State Patrol, Commercial Vehicle Enforcement Officer 4 – one (1) employee representative, one (1) union representative and up to two (2) Agency representatives.
16. For the FWLCA, one (1) employee representative, one (1) union representative and up to two (2) Agency representatives.

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

B. Participation

1. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for Labor Management Communication Committee meetings.
2. On the day of the Labor Management Communication Committee Meeting, employees traveling to and from and attending committee meetings during their regularly scheduled work time will have no loss in pay. Travel to and from, and attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any mileage, lodging and/or per diem expenses of employee representatives, unless a state vehicle is available and authorized for employee's use to conduct official state business.

C. Meetings

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

- D. Each party will provide the other with any topics for discussion ten (10) calendar days prior to a scheduled meeting. During the meeting, notes may be taken by either party.
- E. WSNA – Staffing will be discussed at each regularly scheduled Labor Management Communication Committee meeting.
- F. Scope of Authority
Committee meetings will be used for discussions and issue resolution only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The Employer will inform the Union of changes in policies that affect mandatory subjects and the Union may request bargaining on mandatory topics. Nothing in this Article or any committee’s activities will be subject to the grievance procedure in [Article 31](#).

Nothing in this Article will restrict or inhibit the Union’s right to demand to bargain on changes to mandatory subjects of bargaining not covered by this Agreement.

ARTICLE 38 UNION ACTIVITIES

38.1 Staff Representatives

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of staff representatives and the geographic jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives will have access to the Employer’s offices or facilities in areas designated by the Employer to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the Agency.

38.2 Union Stewards/Association Representatives

All references to “stewards” will also refer to Association Representatives.

- A. Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the Employer with a written list of current union stewards. The Union will maintain the list. The Employer will not recognize an employee as a union steward if their name does not appear on the list.

B. Union stewards will be released during their normal working hours to attend meetings scheduled with management within the steward's designated area or facility, for the following representational activities:

1. Grievance meetings, including attempts at informal resolution; and/or
2. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 30, Discipline.

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

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

38.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

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

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

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

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software;
and
7. Not include general communication and/or solicitation with employees.

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

38.4 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Union communications may not be posted in any other location in the Agency.

38.5 Union Training

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

38.6 Contract Negotiations

Each Union may designate no more than two (2) bargaining unit members who will serve as the negotiation committee and will be allowed to attend up to ten (10) negotiation sessions, agreed upon by the union and management, without loss of pay. The Union will notify the State of those members who will be designated as the bargaining team.

38.7 Contracts

Employees will be allowed to bookmark and download a copy of the current collective bargaining agreement on their agency computer.

38.8 New Employee Orientation/Access

A. Formal New Employee Orientation

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

members for not less than thirty (30) minutes to provide information about the Union and Agreement.

B. Other New Employee Orientations

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

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

D. No employee will be required to attend the meetings or presentations by the Union.

38.9 Information Requests

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

ARTICLE 39

UNION DUES DEDUCTION AND STATUS REPORTS

39.1 Union Dues

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

39.2 Notification

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

B. The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. The Employer will furnish the employees appointed into bargaining unit positions membership materials supplied by the Union. New employees will also be subject to the provisions of [Article 38.8](#). The

Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

39.3 Dues Cancellation

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

39.4 Indemnification

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

39.5 Employee Status Reports

- A. Every three (3) months beginning July 1, 2005, the Employer will provide to each Coalition Exclusive Bargaining Representative a list of all employees in their bargaining units. The written list shall contain the Agency, employee's name, mailing address, job classification, work unit and bargaining unit code. The Coalition Exclusive Bargaining Representative shall maintain the confidentiality of all employees' mailing addresses.
- B. Monthly, the Employer will provide each Coalition Exclusive Bargaining Representative a list of all employees who have been appointed to, separated from, or promoted in or out of their bargaining units.

ARTICLE 40 CLASSIFICATION

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. Agency initiated requests will be provided to the Union. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.
- B. The Employer will assign newly created positions to the appropriate classification within the classification plan.

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:

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

- B. The supervisor will then send the completed form to the Agency's Human Resources Office. The Agency's Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.
- C. In the event the employee disagrees with the reallocation decision of the Agency, he/she may appeal the decision to the OFM State Human Resources Director within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The OFM State Human Resources Director or designee will then make a written determination which will be provided to the employee.
- D. The employee or the employer may appeal the determination of the OFM State Human Resources Director or designee to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the OFM State Human Resources Director or designee. The appropriate board will render a decision which will be final and binding.
- E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

40.3 Effect of Reallocation

- A. Reallocation to a Class with a Higher Salary Range Maximum
 - 1. If the employee has performed the higher level duties for at least twelve (12) 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 the 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 twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he/she possesses the required skills and abilities. 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, of this Agreement applies. If the employee is appointed, he/she must serve a trial service period.
- B. Reallocation to a Class with an Equal Salary Range Maximum
 - 1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.
 - 2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 35](#) of this Agreement applies.
- C. Reallocation to a Class with a Lower Salary Range Maximum
 - 1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the

existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.

2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 35](#) of this Agreement applies.

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 to a step of the range for the new class that 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%). The base salary not to exceed the top of the range.
- 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 until the new salary range equals the employee's pay at the time of reallocation.

- 40.5 Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in [Article 31](#).

ARTICLE 41 COMPENSATION

41.1 General Service Pay Range Assignments

- A. Effective July 1, 20~~23~~²⁵, each employee will continue to be assigned to the same range and step of the 20~~22~~²⁴ General Service Salary Schedule that the employee was assigned to on June 30, 20~~23~~²⁵, except for the classification in Appendix C.
- B. Effective July 1, 20~~23~~²⁵, all ranges and steps of the General Service Salary Schedule will be increased by ~~four~~^{three} percent (~~4~~³%) as shown in Appendix A.
- C. Effective July 1, 20~~26~~⁴, all ranges and steps of the General Service Salary Schedule will be increased by ~~two percent (2%)~~^{three percent (3%)}, as shown in Appendix E. ~~This salary increase is based on the General Service Salary Schedule in effect on June 30, 2023.~~
- D. Longevity Increase

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

E. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee's base salary plus the King County Premium pay (if applicable). If, after this consideration, the employee's salary is still below the local ordinance minimum wage the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

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

41.2 "GS1" Pay Range Assignments

- A. Effective July 1, 20~~23~~25, each classification represented by the Union and listed in Appendix J will continue to be assigned to the same salary range of the "GS1" Salary Schedule that it was assigned on June 30, 20~~23~~24~~1~~, except for classifications in Appendix C.
- B. Effective July 1, 20~~23~~25, each employee will continue to be assigned to the same range and step of the "GS1" Salary Schedule that the employee was assigned on June 30, 20~~23~~25 except for classifications in Appendix C.
- C. Effective July 1, 20~~23~~25, all ranges and steps of the "GS1" Salary Schedule will be increased by ~~four~~three percent (~~4~~3%) as shown in Appendix B.
- D. Effective July 1, 20~~26~~24, all ranges and steps of the "GS1" Salary Schedule will be increased by two percent (2%)~~three percent (3%), as shown in Appendix F. This salary increase is based on the "GS1" Salary Schedule in effect on June 30, 2023.~~
- E. Longevity Increase
All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to step M to address issues related to recruitment, retention or other business needs.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.3 “N1” Pay Range Assignments

- A. Effective July 1, 20~~23~~25, each employee will continue to be assigned to the same range and step of the “N1” Range Salary Schedule that the employee was assigned on June 30, 20~~23~~25, except for classifications in Appendix C.

Compensation Appendix J identifies the impacted job classifications and the salary range for which it is assigned.

- B. Effective July 1, 20~~23~~25, all ranges and steps of the “N1” Range Salary Schedule will be increased by ~~four~~three percent (~~43~~3%) as shown in Appendix C.
- C. Effective July 1, 20~~26~~22, all salary ranges and steps of the “N1” Salary Schedule will be increased by two percent (2%) ~~three and twenty-five hundredths percent (3.25%)~~, as shown in Appendix G. ~~This salary increase is based on the “N1” Salary Schedule in effect on June 30, 2022.~~
- D. Longevity Increase
Step U will be designated as twenty-six (26) years of experience and employees will advance to Step U in accordance with Section 41.8, Periodic Increases.
- E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.4 “SP” Pay Range Assignments

- A. Effective July 1, 20~~23~~25, each employee will continue to be assigned to the same range and step of the “SP” Range Salary Schedule that the employee was assigned on June 30, 20~~23~~25, except for classifications in Appendix C.
- B. Effective July 1, 20~~23~~25, all salary ranges and steps of the “SP” Range Salary Schedule will remain the same as they are on June 30, 20~~23~~25.
- C. Longevity Increase
All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee’s step to Step M to address issues related to recruitment, retention or other business needs.
- D. Effective July 1, 20~~23~~25, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by three ~~four~~ percent (~~43~~3%), as shown in Appendix D-SP. This salary increase is based on the “SP” Range Salary Schedule in effect on June 30, 2022.
- E. Effective July 1, 20~~26~~24, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by two percent (2%) ~~three percent (3%)~~, as shown in Appendix H-SP. ~~This salary increase is based on the “SP” Range Salary Schedule in effect on June 30, 2023.~~

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

41.5 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.

41.6 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate Salary Schedules.
- B. The salary of employees in classes requiring licensure as a registered nurse will be governed by the “N1” Range Salary Schedule.
1. An employee’s experience as a Registered Nurse (RN), Physicians Assistant-certified (PA-C)/Advanced Registered Nurse Practitioner (ARNP) and/or Licensed Practical Nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an “N1” range:
 - a. RN, and PA-C/ARNP experience will be credited year for year.
 - b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or ARNP experience, for a maximum credit of five (5) years.
- C. In the event the Employer creates new classifications during the term of this Agreement, the Union may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges if a change in pay is proposed.

41.7 Periodic Increases

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

- A. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired, at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the "N1" range salary schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with Subsection A, B and C above.
- F. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

41.8 Salary Assignment Upon Promotion

- A. 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 that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. 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 that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments
The appointing authority may authorize more than the step increases specified in Subsections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance

of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurses

1. Promotional increases for classes requiring licensure as a registered nurse or Physician's Assistant-certified(PA-c)/Advanced Register Nurse Practitioner (ARNP) ("N1" ranges) are calculated in the manner described below.
2. An employee who is promoted into or between classes that have pay range "N1" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 41.2, which represents the greater of a, b or c below.
 - a. Placement on the step which coincides with the employee's total length of experience as a Registered Nurse (RN), Physician's Assistant-certified (PA-c)/Advanced Registered Nurse Practitioner (ARNP), and/or Licensed Practical Nurse (LPN). Experience will be credited as follows:
 - i. RN and PA-C/ARNP experience will be credited year for year.
 - ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA-C/ARNP experience, for a maximum credit of five (5) years;

Or
 - b. Placement on the step of the new range that is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class;

Or
 - c. The appointing authority will advance an employee who is promoted under any one (1) or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.

- i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
- ii. When the employee is promoted over an intervening class in the same class series.
- iii. When the employee is promoted from one class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.
- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

41.9 Salary Adjustments

The Employer may adjust an employee's base salary within their salary range to address issues that are related to recruitment, retention, or other business-related reasons. Such an increase may not result in a salary increase greater than Step M of the range.

41.10 Demotion

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

41.11 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class (regardless of assigned range), or a different class with the same salary range. Transferred employees will retain their current base salary. If the previous base salary exceeds the new range, the employee's base salary will be set to the new range maximum.

41.12 Reassignment

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

41.13 Reversion

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

41.14 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Subsection 41.8, above.

41.15 Part-Time Employment

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

41.16 Callback**A. Work Preceding or Following a Scheduled Work Shift**

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

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Day's-off or Holidays

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

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

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

41.17 Shift Premium

- A. For purposes of this Section, the following definitions apply:
1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of two dollars and fifty-cents (\$2.50)*1 per hour will be paid to full-time employees under the following circumstances:
1. Regularly scheduled day shift employees who's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, extra duty pay, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
 2. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 3. A regularly scheduled day shift employee who is temporarily assigned a full evening or night shift where no overtime, extra duty pay, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 4. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
 5. Those employees who work evening and night shift, who are in travel status, will be provided a meal per diem equal to that per diem allotted to day shift workers while in travel status as authorized by OFM regulation.
- D. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m., as defined in Subsection 41.18 B.
 2. For assigned full evening or night shifts, as defined in Subsection 41.18 C.

- E. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B of this Section were applied.
- F. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the “regular rate.”
- G. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.
- H. Split Shift. When an employee’s assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee will receive the shift premium rate designated for all hours worked.

41.18 Shift Premium for Registered Nurses and Related Classes

Registered Nurses 1-4 and related job classes requiring licensure as a registered nurse will receive two dollars and fifty-cents (\$2.50)*2 per hour shift differential for evening shift and night shift work.

41.19 Supplemental Shift Premium for Nurses

For the classes of registered nurse 1-4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

- A. One dollar and fifty-cents (\$1.50) per hour during any hours assigned to work or while on paid leave for hours between 2:30 p.m. and 7:00 a.m.
- B. Four dollars (\$4.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.
- C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.
- D. Supplemental shift premiums are not payable during hours other than those specified.

41.20 Standby

- A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site; and
 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Clinical Pharmacists, who are assigned to standby status, will be compensated at the rate of seven percent (7%) of their hourly base salary for time spent in assigned standby status. Standby status will not be concurrent with work time. Actual hours worked during standby status will be compensated at the pharmacist's straight time rate.
- F. Overtime-exempt employees, with the exception of those identified in Subsection 7.2 D and Subsection 41.20~~+~~ E, will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent in assigned standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

41.21 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of the employee's/their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

41.22 Salary Overpayment Recovery

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

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

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

B. Method of Payback

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

1. Voluntary wage deduction;
2. Cash; or
3. Check.

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

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

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

E. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 31](#) of this Agreement.

41.23 Assignment Pay Provisions

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

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

B. Classes approved for assignment pay are identified in Compensation Appendix I.

- C. All Assignment Pay Rates and Special Pay Ranges and Notes are attached as Compensation Appendices I and J to this Agreement.

41.24 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax laws or regulations.

41.25 Dependent Care Salary Reduction Plan

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

41.26 Pretax Health Care Premiums

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

41.27 Voluntary Separation Incentive – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2025~~4~~-2027~~3~~ operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

41.28 Emergency/Disaster Operations Compensation

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

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.
- B. For those hours worked during the activation, one dollar (\$1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.
- C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees' assigned work hours may be different from their regularly assigned work hours.

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

41.29 Board Certification Payment – UPW and AWP

Payment for current board certification ten thousand dollars (\$10,000), to be added to base rate and paid out in twelve (12) equal monthly installments each fiscal year and will be prorated based on one (1.0) Full-Time Equivalent.

For Physician ~~3~~ or Psychiatrist, the board certification must be in an area relevant to patient care and come from an accredited program by the American Board of Medical Specialties, the American Board of Psychiatry and Neurology and/or the American Osteopathic Board in one of the following areas: Neurology, ~~&~~ Psychiatry, Child and Adolescent Psychiatry, Forensic Psychiatry, Geriatric Psychiatry, Internal Medicine, Pathology, Addiction Psychiatry, Infectious Disease, or Family Medicine.

For Clinical Pharmacist, the board certification must be in an area relevant to patient care and come from an accredited program by the Board of Pharmacy Specialties in the area of Psychiatric Pharmacy, Infectious Diseases, Pharmacotherapy, ~~or~~ Ambulatory Care, ~~or the Commission for Certification in~~ Geriatric Pharmacy, Pediatric Pharmacy, or the National Certification Board for Diabetes Educators.

41.30 Special Commitment Center (DSHS)

Employees assigned to work on McNeil Island at the Special Commitment Center will receive ten dollars (\$10.00) premium pay for each day they are physically working on the Island. Days in a paid status not working on the Island will not qualify for this premium pay.

41.31 King County Premium Pay

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

41.32 Labor & Industries Risk Class 7200/7201

Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of each year will receive a payment of ~~five hundred dollars (\$500.00)~~ seven hundred fifty dollars (\$750.00). This payment will be treated as wages.

ARTICLE 42

HEALTHCARE BENEFITS AMOUNTS

*This MOU is included as an attachment to this Article.

- 42.1 A. For the 202~~3~~-202~~7~~5 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits

Board. In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

C. Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

~~D.~~ Article 42.1 (B) and (C) will expire June 30, 2027~~5~~.

42.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

~~B.~~ ~~If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.~~

42.3 Wellness

A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

42.4 The PEB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

42.5 ~~Medical~~ Flexible Spending Arrangement

- A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make available ~~two-three~~ hundred ~~fifty~~ dollars (\$~~250~~³⁰⁰.00) in a ~~medical~~-flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020](#)(3), who meets the criteria in Subsection 42.5 B below.
- B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:
1. Is occupying a position that has an annual full-time equivalent base salary of ~~sixty thousand dollar (\$60,000)~~^{sixty-eight thousand and four dollars (\$68,004.00)}; or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
 2. Meets PEBB program eligibility requirements to receive the Employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
 3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
 4. Base salary excludes overtime, shift differential and all other premiums or payments.
- C. An ~~medical~~ FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.
- D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to an FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

ARTICLE 43**STRIKE AND LOCKOUT PROHIBITION**

- 43.1** Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.
- 43.2** The Employer may discharge and/or discipline any employee who violates Section 43.1, above. No employee shall be entitled to pay and/or benefits for the period in which he/she engaged in any strike, slowdown or work stoppage.

- 43.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.
- 43.4 No lockout of employees shall be instituted by the Employer.

ARTICLE 44 WORK-RELATED INJURY OR ILLNESS

44.1 **Compensable Work-Related Injury or Illness Leave**

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

44.2 **Assault Benefits**

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

44.3 **General Provisions**

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 18.1, the Employer may separate an employee in accordance with [Article 33](#), Reasonable Accommodation and Disability Separation.

44.4 **Return to Work**

The Employer will follow the provisions of [WAC 357-19-525](#) through [535](#) and agency policy related to a return-to-work program.

44.5 **Return to Work for Liquor and Cannabis Board.**

- A. If a LCB Lieutenant, Officer or Consultant, becomes temporarily disabled he or she may be eligible to return to work in a modified duty assignment.
- B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. Possible assignments will be based upon program needs and the employee's limitation(s). Assignments may be denied when an employee is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the Chief or designee determines that there is insufficient need for the assignment. The Chief or designee's decision is final and is not subject to Article 31, Grievance Procedure.

- C. Modified duty assignments must be presented to the Chief by the Captain or designee within seven (7) days of written submission and will only be considered when the request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting employee and to their chain of command and will require a physician's approval that the employee is able to perform the modified duties.
- D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by this Agreement. Employees in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive marked patrol vehicles unless authorized by the Chief or designee.
- E. Non Work-Related Injury or Illness:
Nothing in this Article precludes an employee who becomes temporarily disabled due to a non work-related illness or injury from requesting to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the employee's responsibility. The opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. The Chief's decision is final and is not subject to [Article 31](#), Grievance Procedure.

ARTICLE 45 PRESUMPTION OF RESIGNATION

45.1 Unauthorized Absence

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

45.2 Notice of Separation

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

45.3 Petition for Reinstatement

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

45.4 Grievability

Denial of a petition for reinstatement may be processed only through the Agency Head step of the grievance procedure in [Article 31](#).

ARTICLE 46**MANDATORY SUBJECTS AND AGENCY POLICIES****46.1** The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

A. The Employer will notify the Union of these changes in writing by citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees, if known;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

B. Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the change(s). The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Union. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov. The notice will include a list of at least five (5) dates the Union team is available.

C. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.

D. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

E. The union may file a demand to bargain on a mandatory subject of bargaining even if the employer does not provide notice of a change.

46.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being

scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.

46.3 The employer agrees, prior to making any change in written agency policy that is a mandatory subject of bargaining not otherwise covered by this Agreement, to notify the Union and satisfy our collective bargaining obligation in accordance with Subsection 47.5 of this agreement.

~~**46.2** Agencies will provide to the Union any policies or updates to existing policies affecting the represented employees at least fourteen (14) calendar days prior to implementation.~~

ARTICLE 47 ENTIRE AGREEMENT

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

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

47.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

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

~~**47.5** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.~~

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

ARTICLE 48 SAVINGS CLAUSE

48.1 If any court or administrative agency of competent jurisdiction finds any Article, Section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement

will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid Article, Section or portion.

ARTICLE 49 POSTING OF AGREEMENT

The Employer will post the Agreement electronically, available for downloading as per Article 38, Union Activities.

ARTICLE 50 DURATION

- 50.1** All provisions of this Agreement will become effective July 1, 202~~5~~³, and will remain in full force and effect through June 30, 202~~7~~⁵.
- 50.2** If this Agreement expires while negotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 50.3** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 202~~6~~⁴, and no later than January 31, 202~~6~~⁴. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

APPENDIX A BARGAINING UNITS REPRESENTED BY THE COALITION AS OF JULY 1, 202~~5~~⁴

Masters, Mates & Pilots Marine Department (MM&P)		
DOC	Non-Supervisory Marine Dept.	11089
IBEW 76		
L&I	Non-Supervisory Electrical Inspectors	8465
	Supervisory Electrical Inspectors	8465
UA 32		
L&I	Non-Supervisory Construction Compliance & Factory-Assembled Structures Inspectors	8485
	Supervisory Construction Compliance & Factory-Assembled Structures Inspectors	8485
Washington State Patrol Trades Association		
WSP	Non-Supervisory Facilities Management (WSPTA)	8865
Washington State Patrol Supervisors Trades Association		
WSP	Supervisory Facilities Management (WSPSTA)	8866
Teamsters 760		
DFW	Captains and Lieutenants	13749
Washington State Nurses Association (WSNA)		
WDVA	Non-Supervisory Registered Nurses	8484
	Supervisory Registered Nurses	8484
Union of Physicians of Washington (UPW)		
DSHS	Non-Supervisory Physicians & Psychiatrists BHA	9006 13946
	Supervisory Physicians & Psychiatrists BHA	9007 13887
	Non-Supervisory Physicians and Psychiatrists DDA	13886
International Association of Fire Fighters (IAFF)		
DSHS	Non-Supervisory Officers at McNeil Island	11088
Affiliated Washington Pharmacists (AWP)		
DSHS	Pharmacists (Clinical 295L)	10099
Washington Association of Fish Hatchery Professionals (WAFHP)		
DFW	Hatcheries Bargaining Unit #1	12367
DFW	Hatcheries Bargaining Unit #2	12368

Teamsters Local 174 (IBT 174)		
WSP	Commercial Vehicle Enforcement Officer 4	11953
WSP	Communications Officers 4 (CO4)	12683
Fraternal Order of Police Lodge 34 (FOP)		
LCB	Lieutenants	117744
Association of Industrial Appeals Judges (AIAJ)		
BIIA	Industrial Insurance Appeals Judges 3 and 4	12154
Fraternal Order of Police (WA FOP Labor Coalition)		
LCB	Non-Supervisory Education and Enforcement Division	13335
	Sergeants (LCB Enforcement Officer- LEO3)	
	Officers (LCB Enforcement Officer- LEO 1&2)	
	Compliance Consultants (Administrative Regulation Analyst)	
<u>Teamsters 760</u>	<u>13749</u>	
<u>(FWLCA)</u>		
<u>DFW</u>	<u>Fish and Wildlife Captains and Lieutenants</u>	

APPENDIX B LAYOFF UNITS

1. Department of Fish and Wildlife

The following shall constitute separate layoff units.

- A. All classified support staff.
- B. Programs headed by an Assistant Director, except all classified support staff.
- C. Director's office, except all classified support staff.
- D. All project employees have layoff rights within their project; bumping options will be limited to positions for which they have the skills and abilities, within the project boundaries.
- E. Seasonal career employees have layoff rights within the agency to other seasonal career positions of similar length for which they have the skills and abilities, within their layoff unit. For seasonal career employees, the layoff unit will be defined as either A, B, or C above.
- F. A reasonable commute for layoff purposes is considered to be approximately forty (40) miles from the employee's permanent duty station. If no option is available within a reasonable commute, the search expands to the state within the layoff unit. If no option is available in the state within the layoff unit, the search expands to the department statewide.

2. Department of Labor and Industries

The county in which an employee's workstation is located shall be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to adjoining counties within the region. If no option is available within the adjoining counties, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

3. Department of Veterans Affairs

The following shall constitute the layoff units for the department.

- A. For employees in Western Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.
- B. For employees in Eastern Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

4. Washington State Patrol

The layoff unit shall first be district wide in which the position is located, and if no options are available, then to the department statewide.

5. Department of Social & Health Services

The institution in which employee's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.

6. Liquor and Cannabis Board

The layoff unit shall first be within a forty-five (45) miles radius of an employee's duty station. If no option is available within a forty-five (45) miles radius, the unit expands to the region the position is located in. If no option is available within the region the position is located in, then the unit expands to the agency statewide.

7. Department of Corrections

The county in which the employee's workstation is located will be the primary layoff unit. If no option is available in the county, the unit expands to the region. If no option is available within the region, the unit expands to the agency statewide.

APPENDIX C
SPECIFIC INCREASES TO BASE SALARY
EFFECTIVE JULY 1, 2025

Class Code	Classification	New Range
451I	Communications Officer 4	631 SP (2 ranges)*
	<u>Electrical Construction Inspector 1</u>	<u>70E NEW*</u>
391K	Electrical Construction Field Supervisor/Technical Specialist <u>Inspector 5</u>	728 E (10 ranges)*
391I	Electrical Construction Inspector <u>2</u>	657 5E (104 ranges)*
391J	Electrical Construction Inspector Lead <u>4</u>	677 9E (12 ranges)*
391L	Electrical Plans Examiner <u>ABOLISHED</u>	67E
	<u>Electrical Construction Inspector 3</u>	<u>77E*</u>
395J	Factory Assembled Structures	58E*
395K	Factory Assembled Structures Inspector 2	61E*
391R	Factory Assembled Structures Plan Examiner 1	62E
395L	Factory Assembled Structures Plans Examiner 2	64E*
395M	Factory Assembled Structures Specialist	66E*
395N	Factory Assembled Structures Supervisor	70*
652R	Marine Vessel Operator	640 (effective July 1, 2025) 652 (effective July 1, 2026) (1 range)
285F	Registered Nurses 2	698 N (12 ranges)
285G	Registered Nurses 3	732 N (12 ranges)
390F	LCB Enforcement Officer Recruit <u>1</u>	575 (2 ranges)*
390G	LCB Enforcement Officer 2 <u>ABOLISHED</u>	58 (2 ranges)
390H	LCB Enforcement Officer <u>3</u>	631 (2 ranges)*
390I	LCB Enforcement Officer <u>4</u> <u>Lieutenant</u>	685 (2 <u>3</u> ranges)*
457N	Commercial Vehicle Enforcement Officer 4	686 SP (4 <u>2</u> ranges)
592M	Electronics Technician 4	52 (2 ranges)
291E	Advanced Registered Nurse Practitioner	80N (4 ranges)
457N	Commercial Vehicle Enforcement Officer 4	66 SP (4 range)
520E	Fish Hatchery Technician	32 (1 range)
520F	Fish Hatchery Specialist 1	4037 (12 <u>additional</u> ranges)**
520G	Fish Hatchery Specialist 2	441 (<u>31</u> ranges)*
520h	Fish Hatchery Specialist 3	5047 (<u>31</u> ranges)*
520I	Fish Hatchery Specialist 4	563 (<u>31</u> ranges)
396E	Assistant Fire Chief	576 (13 ranges)*
396F	Fire Chief	62 (3 ranges)
626J	Maintenance Mechanic 1	45G (1 range)*
626K	Maintenance Mechanic 2	48G (1 range)*
626L	Maintenance Mechanic 3	51G (1 range)*

626M	Maintenance Mechanic 4	54G (1 range)*
303L	Epidemiologist 3 (Non-Medical)	73 (2 ranges)*
423D	Industrial Appeal Judge 4	75 (2 ranges)*

The Marine Vessel Operator's will maintain at least a 15% differential to the Ferry Operators who are represented by a different union.

* The associated increases shall be step for step.

** Two ranges will be applied after the starting wage increase is incorporated. After the starting wage is calculated, the range increase will be step-for-step.

APPENDIX XX
EIGHTEEN DOLLARS AN HOUR STARTING WAGE

<u>Class Code</u>	<u>Class Title</u>	<u>Current Range</u>	<u>New Range</u>
<u>520E</u>	<u>FISH HATCHERY TECHNICIAN</u>	<u>32</u>	<u>34</u>
<u>520F</u>	<u>FISH HATCHERY SPECIALIST 1</u>	<u>37</u>	<u>38</u>

COMPENSATION APPENDIX A
General Service Salary Schedule
*Placeholder

COMPENSATION APPENDIX B
“GS1” Range Salary Schedule
*Placeholder

COMPENSATION APPENDIX C
"N1" Range Salary Schedule
*Placeholder

COMPENSATION APPENDIX D
“SP” Range Salary Schedule
*Placeholder

COMPENSATION APPENDIX E
General Service Salary Schedule
*Placeholder

COMPENSATION APPENDIX F
"GS1" Range Salary Schedule
*Placeholder

COMPENSATION APPENDIX G

"N1" Range Salary Schedule

***Placeholder**

COMPENSATION APPENDIX H
“SP” Range Salary Schedule
*PLACEHOLDER

COMPENSATION APPENDIX I ASSIGNMENT PAY

AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference #
Assistant Fire Chief	396E	\$10.00 per hour	37A
Commercial Vehicle Enforcement Officer 4	457N	5% for either reference 71, or 72, not both	71, 72
LCB Enforcement Officer 4 Officer 4 Lieutenant	390I	\$10.00 per hour	37A
LCB Enforcement Officer 3	390H	\$10.00 per hour	37A
LCB Enforcement Officer Recruit 2	390G	\$10.00 per hour	37A
LCB Enforcement Officer 2	390G	Seven and one half percent (7.5%)	53
LCB Administrative Regulations Analyst 3	108F	\$10.00 per hour	37A
LCB Administrative Regulations Analyst 3	108F	Seven and one half percent (7.5%)	53
Marine Vessel Operator	652R	Ten percent (10%)	32
Pharmacists, Clinical	295L	Ten percent (10%)	66

REFERENCE #66:

Base salary plus ten percent (10%) will be paid to Pharmacists, Clinical within a state facility who are approved to practice under a Collaborative Practice Agreement when performing recognized patient treatment to include anticoagulation treatment and management; Hepatitis C treatment and monitoring medication management during palliative care; medication management for patients placed in the community to maintain stability; and prescribing for chronic conditions for patients in the state facilities once acuity is stabilized.

REFERENCE #32:

For employees located at McNeil Island Special Commitment Center, who are fully trained and qualified, assignment pay will be paid when performing fuel oil transfer duties at the McNeil Island Oil Transfer Facility. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours while actually performing all relevant fuel transfer duties. These duties

include: maintenance of all tanks and affiliated systems, the transfer of fuel from bulk storage tanks to oil tankers, and relevant training. Basic salary range plus ten percent (10%). (Eff. 09/01, Rev. 11/01; 7/17)

REFERENCE #37A:

LCB Enforcement Officers at the Liquor and Cannabis Board and Assistant Fire Chiefs at Department of Social and Health Services at the Special Commitment Center, McNeil Island certified instructors of hazardous materials, defensive tactics, tactical advanced first aid (excluding basic first aid/AED training), firearms, fitness, bicycle, boating safety, MOCC, EVOC, and pistol maintenance, will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range. (Eff 7/05; Rev 7/07; 7/17)

REFERENCE #53:

Within the Washington State Parks and Liquor and Cannabis Board, basic salary plus seven and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed by management.

REFERENCE 71: Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Commercial Vehicle Enforcement Officers (CVEO) permanently assigned to the Compliance Review. OR

REFERENCE 72: Basic salary plus five percent (5%) shall be paid to CVEOs permanently assigned to the New Entrant program completing duties to include performing the safety investigations on motor carriers in the State of Washington.

GROUP B		
Assigned Duty	Premium	Reference#
Communication Tower Maintenance	10 percent	#76
Hazardous Work	10 percent	#56B
<u>Weigh Station Confined Space</u>	<u>10 percent</u>	<u>XX</u>
<u>Verified Instructors (WSP Commercial Vehicle Enforcement Officer 4)</u>	<u>\$10.00/hour</u>	<u>#37E</u>

REFERENCE #3:

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

REFERENCE #18:

Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training

in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%). (Rev. 5/92; 7/17)

REFERENCE #26:

Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for employees with a Class A or Class B Commercial Driver's License driving CDL performing the following duties: driving fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis, rounded up to an hour. (Eff. 1/91; Rev. 7/17)

REFERENCE #54:

Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for designated employees who are licensed spray operators. The designated employees are responsible for actual mixing, record keeping, and spraying of pesticide as documented by completion and signature of a "Pesticide Application Record." They shall be paid for actual hours of operation that continues for at least one (1) hour. Mixing, record keeping, and application of pesticides that last for less than one (1) hour shall not qualify employees for assignment pay. (Eff. 7/15; Rev. 7/17)

REFERENCE #76:

Within the Washington State Patrol, basic salary plus ten percent (10%) while performing assigned job responsibilities requiring work at heights above four feet at communication tower sites or are at the same remote location supervising an employee performing these duties. These employees are responsible for performing tower maintenance, which includes working at heights from which an employee might fall in excess of four (4) feet. Employees will be paid a minimum of four (4) hours at the higher rate on each day they perform work at a remote communication tower site or are at the same remote location supervising an employee performing these duties. The higher rate of pay is not to be paid for travel to/from remote tower locations, and does not include administrative time.

REFERENCE #56B:

Within the Department of Labor and Industries, conditional to serious hazard exposure as defined by [RCW 49.17.180\(7\)](#): Electrical Construction Inspector, Electrical Construction Inspector Lead, Electrical Inspector Field Supervisor/Technician Specialist, Electrical Plans Examiner, and Factory & Mobile Home Plan Examiner will be compensated basic salary plus ten percent (10%) for each hour they are required to use personal protective equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous worksite to consult, inspect or investigate where serious hazards are present.

REFERENCE #37E:

Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers of the Washington State Patrol - Instructors of hazardous materials/dangerous goods, defensive tactics, post collision/brake technician, CVSA course materials, firearms, and EVOC, will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or receiving re-certification or instructor training.

NEW REFERENCE #XX:

Within the Washington State Patrol, base salary-plus ten percent (10%) while performing assigned job responsibilities requiring work in confined spaces, as defined in WAC 296-809, at a weigh station or are at the same weigh station operating as the “Entry supervisor” defined in WAC 296-809 supervising while an employee is performing these duties. These employees are responsible for performing inspection, maintenance, and certification of weigh station scales, which includes working in a confined space and dangers associated with a confined space. Employees will be paid a minimum of four (4) hours at the higher rate on each day they perform this work. The higher rate of pay is not to be for travel to/from the weigh station, and does not include administrative time.

Group C

REFERENCE #29:

Upon review and approval from the OFM State Human Resources, employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees, which would severely impair the effective operation of the agency, will be compensated a percentage increase as detailed within the Group C listing. (Eff. 5/01; Rev. 7/17)

COMPENSATION APPENDIX J SPECIAL PAY RANGES AND NOTES

These ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

“E” RANGE: This range is used for classes having a prevailing pay range that is shorter than Washington’s standard range. An “E” range is a standard range with the first four (4) steps removed. Thus, the first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

“G” RANGE: This range is used for classes having a prevailing pay range which is shorter than Washington’s standard ranges. A “G” range is a standard range with the first six steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

“GS1” RANGE: This range applies to the following specific job classes: Physician 3, Physician 4, Psychiatrist. Periodic increases are made at the same intervals as through standard ranges.

“N1” RANGE: This range applies to nurses represented by the Coalition and is used for classes requiring licensure as a registered nurse and having a prevailing pay range which is longer than Washington’s standard ranges. An “N1” range is a standard range, step A through K, with ten (10) added steps, L through U. Periodic increases through step K of these ranges are made at the same intervals as through standard ranges. Thereafter, an employee receives a one-step increase based on years of experience up to the maximum step of the range.

“SP” RANGE: This range applies to the Washington State Patrol Commercial Vehicle Enforcement Officer series and Communications Officer series.

~~A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
TEAMSTERS 174~~

~~The parties agree that it would be equitable to pay the full cost of the parking for the CVEO 4(s).
To that end, the parties agree to the following:~~

~~The Employer will pay all applicable fees for parking of Agency issued vehicles for employees
assigned to the General Administration Building and/or on Capitol campus.~~

~~Dated September 14, 2016~~

~~_____
/s/
John Veneill
For the Employer~~

~~_____
/s/
Rhonda Fenrich
For the Union~~

**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
UNION OF PHYSICIANS OF WASHINGTON (UPW)
AND
COALITION**

To address the expanded bargaining unit descriptions issued in 2024, this standing MOU is modified to apply to all DSHS 24/7 facilities.

DSHS ~~Western State Hospital and Eastern State Hospital~~ 24/7 facilities continue to address the ongoing crisis at its ~~mental health~~ facilities by implementing sustainable system improvements in tandem with ongoing efforts to enhance safe conditions and quality patient care.

DSHS continues to engage in unprecedented efforts to recruit and retain staff in key positions that would enable the agency to expeditiously address its critical needs at ~~both its~~ facilities. The current inability to fill vacant Psychiatrist is causing a crisis for the ~~hospitals~~ facilities. To that end, the parties agree to the following:

Recruitment Incentive for New Psychiatrists

1. Effective July 1, 2021, DSHS will provide a Recruitment Incentive of up to ten thousand dollars (\$10,000) for new Psychiatrists at DSHS facilities ~~WSH and ESH~~.
2. The recruitment incentive for newly hired psychiatrists will be payable as follows: two thousand five hundred dollars (\$2500) at hiring into a permanent appointment; two thousand five hundred dollars (\$2500) at successful completion of six (6) months probation; and five thousand dollars (\$5000) at completion of an additional one year of employment within a permanent position (at or around one and one-half years after appointment into a permanent position).
3. This recruitment incentive is intended for new psychiatrist hires only. Current and previous employees must have at least an eighteen (18) month break in service to qualify for the incentive. The CEO of the hiring ~~facility~~ hospital will have sole discretion to waive this requirement.
4. If the newly hired employee fails to meet any of the time conditions set out in (2) above, the provisions of Article 41.23 Salary Overpayment Recovery will apply and the recruitment incentives may be treated as wages.

General Provisions

The terms of this Memorandum of Understanding on Recruitment Incentives for New Psychiatrists will take effect on July 1, 2021 and will expire on June 28, 202~~7~~⁵, unless extended through a subsequent Memorandum of Understanding.

Dated November 3, 2020

For the Employer

For the Union

/s/

/s/

Janetta E. Sheehan,
Sr. Labor Negotiator

Rhonda Fenrich
Lead Negotiator

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
UNION OF PHYSICIANS OF WASHINGTON (UPWP)
AND
AFFILIATED WASHINGTON PHARMACISTS
AND
COALITION

DSHS Western State Hospital and Eastern State Hospital continue to address the ongoing crisis at its mental health facilities by implementing sustainable system improvements in tandem with ongoing efforts to enhance safe conditions and quality patient care.

DSHS continues to engage in unprecedented efforts to recruit and retain staff in key positions that would enable the agency to address its critical needs at both facilities. The current inability to fill vacant medical physicians and psychiatrists is causing a crisis for the hospitals. To that end, the parties agree to the following:

Recruitment and Retention Incentive

~~Effective on July 1, 2019,~~ the State will provide tuition loan repayments for pharmacists, medical physicians and psychiatrists who are current employees or become employed between July 1, 2023 through June 29, 2027~~5~~ at Western State Hospital or Eastern State Hospital. The total amount of \$25,000 (twenty-five thousand dollars) per qualified employee is allowed upon proof of debt. Payments will be made in equal installments over two (2) years from when they are initiated unless the loan amount is paid in full before the expiration of that time.

Employees receiving the tuition reimbursement must commit to remain employed with the hospital for two years. Employees who do not remain employed with the hospital as required may have the amount of the tuition reimbursement deducted from their final paycheck. The State may pursue alternative methods to collect the funds from the employee in accordance with RCW 49.48.210.

~~This agreement will expire on June 29, 2025.~~

Dated November 3, 2020

For the Employer

For the Union

_____/s/
Janetta E. Sheehan,
Sr. Labor Negotiator

_____/s/
Rhonda Fenrich
Lead Negotiator

~~D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
ASSOCIATION OF INDUSTRIAL APPEALS JUDGES
AND
COALITION~~

~~The parties recognize that during negotiations for the 2023-2025 Agreement the AIAJ expressed concerns related to the hearing run assignment process. The parties met in 2020 to address this issue, but the parties have agreed to meet again to discuss the current process and procedure for assigning runs to hearings judges and to determine if there is a need to modify the process any further. Upon request by the Union to initiate the meetings, the meetings will be held at mutually agreed upon times to be scheduled to occur within the next six months. The parties will agree on the number of participants with even numbers from both management and the union. If there is agreement to change the procedure any further, the agency will implement the changes. Failure of the Union to request the meetings within the six month time frame will nullify this agreement.~~

~~This MOU will go into effect on October 1, 2022.~~

~~Dated August 2, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

~~E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 4440
AND
COALITION~~

~~The parties recognize that the subject of Training for firefighters represented by IAFF Local 4440 was an important issue for the Union during the negotiations for the 2021-2023 Agreement, which resulted in this Memorandum of Understanding (MOU).~~

~~The parties agree that IAFF Local 4440, the Special Commitment Center CEO, and select management, including the fire chief, and human resource representatives will meet to discuss the training needs for the firefighters employed by DSHS on McNeil Island. The agency will determine the expected response of firefighters on McNeil Island and establish clear written expectations for firefighters. Training options within current resources will be considered. IAFF Local 4440 does not waive any rights to bargaining mandatory subjects of bargaining. Any changes to the position description, working conditions, roles, and responsibilities of the members of IAFF Local 4440 is subject to the bargaining rights of IAFF Local 4440 and must be bargained to impasse.~~

~~The parties will share their understanding of the legal obligations to provide fire protection on McNeil Island and the training necessary to meet those obligations. The agency is committed to providing training that is required by WAC with a mutual understanding of those requirements.~~

~~This MOU will go into effect on October 1, 2020.~~

~~Dated September 15, 2020~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

**F. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE NURSES ASSOCIATION
AND
COALITION**

During the course of bargaining the 2023-2025 CBA, the WSNA raised concerns regarding safety, training, and use of preceptors.

In an attempt to address those issues, the parties have agreed to hold a series of quarterly meetings statewide with the following participants:

- Emergency Preparedness and Safety Manager
- Staff development coordinators
- Clinical compliance director
- Professional development manager
- Human resource representative
- Union Representative(s) as designated by the union

Safety Discussions

The meetings will offer an opportunity for management to make union representatives and WSNA members aware of the safety measures already in place and to discuss training related to a safe workplace unique to the veteran's homes. The nurses will be instrumental in providing feedback on these measures and encouraged to offer additional solutions. In addition, the parties will agree upon a course of action to ensure that all WSNA represented nurses are made aware of the many protections offered by the employer and to determine how best to keep nurses safe.

Training

Adequate training shall be a topic of discussion, including current training, the on-boarding project, and other areas of concern raised in advance by WSNA or DVA. During the on-boarding project, management will share how it intends to use preceptors and who will fill those rolls. The employer will share its timeline for the on-boarding project at the first quarterly meeting.

The meetings will commence at a mutually agreeable time and place to be set by the parties.

This MOU will go into effect on October 1, 2022.

Dated September 23, 2022

For the Employer

For the Union

/s/

/s/

Janetta E. Sheehan,
Sr. Labor Negotiator

Rhonda Fenrich
Lead Negotiator

~~G. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE NURSES ASSOCIATION
AND
COALITION~~

Retention

~~In recognition of the serious shortage of Registered Nurses that exists currently and the expectation that it will continue to be a barrier to recruitment and retention of nurses for the foreseeable future, actions must be taken to recognize and maintain the experienced nurses supporting state government and the services provided within the Department of Veterans Affairs. Additionally, measures need to be taken to enhance recruiting and retention efforts to attract nurses and fill those vacant positions.~~

~~The parties agree to the following:~~

~~A. Retention Incentive:~~

~~In order to be responsive in a highly competitive market, nurses employed with the Department of Veteran's Affairs will receive a retention incentive of two thousand dollars (\$2000.00) under the following conditions:~~

- ~~a. Retention incentives will be paid to all nurses who are employed on July 1, 2021 at the Department of Veteran's Affairs in a position as a registered nurse.~~
- ~~b. Nurses will receive the retention incentive in installments of one thousand dollars (\$1000.00). The first payment on July 25, 2022; and the second payment on June 25, 2023.~~
- ~~c. Part time nurses will receive a retention incentive that is proportionate to the number of hours worked compared to that of a full time nurse.~~
- ~~d. Nurses who separate prior to receiving the full incentive, will not be entitled to payment after the date of separation.~~

~~B. Nurses at the Department of Veteran's Affairs are hereby excluded from the One-Time Lump Sum Payment effective July 1, 2022 identified in Article 41.33.~~

~~This MOU will expire on June 29, 2025.~~

~~Dated September 26, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

**H. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE COALITION OF UNIONS**

Redeployment

In emergencies there may be mandated conditions that are outside of the Employer’s control requiring immediate redeployment of the workforce. When the Office of Financial Management Director (or Designee) has determined that it is necessary, employees with the necessary skills, abilities, or licensure may request to be re-deployed outside their agency to another state agency at the request of their employer, to support staffing shortages. For the purpose of this MOU, an emergency is an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property or to provide relief to any overtaken by such occurrences; or reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to [RCW 43.06.010](#).

A. Designating an Emergency

- 1). Agencies will identify when emergency staffing is needed, any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may identify employees who can be redeployed to help fill the identified shortages. The technical details required for effective redeployment, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the borrowing and the lending agencies.
- 2). The lending agency will notify the Union when they are redeploying an employee to another agency. The notification to the Union will include at a minimum;
 - i) Which employees will be redeployed to an agency in need and when the employee volunteered for the redeployment;
 - ii) The employee’s current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration; and;
 - iii) Upon request, the employer will bargain with the Union over impacts of the redeployment within the scope of bargaining.

B. Redeployment to another agency

- (a) Employees who volunteer may be redeployed into a non-permanent appointment outside their agency. Non-permanent appointments will not exceed three (3) months. A non-permanent appointee must have the skills, abilities, or licensure

required to perform the work. Employees who are redeployed to other agencies will remain in their current assigned positions and will not have their pay reduced when performing duties for another agency. Employees performing the full scope of duties of a higher level classification while working for another agency will be compensated according to the compensation provisions of Article 41. The redeployed employee will comply with all safety and health practices and standards established by the receiving agency. The receiving agency will determine and provide the required safety devices, personal protective equipment and apparel needed. The receiving agency will provide employees with orientation and training to perform their jobs effectively and safely.

- (b) Employees who are redeployed into a non-permanent position will have return rights and will be notified, in writing, of their return rights to their exact same position and work schedule they previously held at the time of redeployment.
 - (c) Employees who are in a nonpermanent appointment at the time of redeployment to another state agency will have their nonpermanent appointment extended at their lending agency for the time period in which the employee was redeployed, but in accordance with the provisions of Article 5.
 - (d) Employees within a trial service period who are redeployed to another agency will have the time worked for the receiving agency applied toward their trial service. This does not preclude their lending agency from extending their trial service period for other reasons, in accordance with a collective bargaining agreement.
- A. Travel time and mileage costs incurred by the employee during their redeployment with the receiving agency will be paid by the receiving agency in accordance with the SAAM provisions.
 - B. For Employees who are redeployed when the temporary duty station at the receiving agency is located more than fifty (50) miles (most direct route) of the closer of either the Employee's official residence or official station, reimbursement for lodging expenses is allowed and the Employee will be offered local accommodations during the redeployment. For less than 50 miles, (C) above will apply. Reimbursement is allowed for lodging expenses.
 - C. Employees who are redeployed to other agencies will be notified in advance if a background check is required by the receiving agency. Employees have the right to decline the redeployment if a background check is required with no negative consequences within their current appointment.
 - D. The Union agrees that the work performed by the employee for the receiving agency is only temporary to meet the emergent business needs and will not become bargaining unit work. If a redeployed employee is assigned bargaining unit work during an emergency, that bargaining unit work remains in the bargaining unit at the receiving agency.

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.

DATED: ~~August 2, 2022~~

For the Employer

For the Union

/s/

/s/

Janetta E. Sheehan,
Sr. Labor Negotiator

Rhonda Fenrich
Lead Negotiator

~~I. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE PATROL
AND TEAMSTERS LOCAL 174~~

~~Communication Officers – OT Exempt Employees~~

~~Due to extreme vacancy rates at the communication centers of the Washington State Patrol, many overtime exempt Communication Officers 4 have been required to work extended hours coordinating coverage, along with working the radio to provide vital emergency services to the citizens of Washington State. This has required them to work excessive and extraordinary hours.~~

~~Because employees have been required to work excessive and extraordinary hours, many employees have accrued the maximum exchange time per the terms of the parties’ Collective Bargaining Agreement (CBA).~~

~~To address this unprecedented issue, the parties agree to the following:~~

~~“Communication Officers 4’s are expected to work as many hours as necessary to accomplish and fulfill core responsibilities. Once a Communication Officer 4 exceeds forty five hours (45) of work in a work week, they are approved for extra duty pay at the straight time rate for all hours beyond forty five (45) where they cover a radio position, or come in after business hours for the purpose of coordinating emergent coverage needs.”~~

~~This agreement will become effective upon final signature of the parties and will remain in effect until June 30, 2025 unless the parties agree to any further extensions. This MOU may only be extended by mutual agreement between the parties.~~

~~This MOU is non precedent setting and does not establish a practice.~~

~~Date September 23, 2022~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

~~J. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
COALITION~~

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

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

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

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

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

~~b. 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 2023.~~

~~The provisions of this MOU shall expire on December 31, 2023.~~

~~Dated September 23, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

K. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND

WASHINGTON STATE NURSES ASSOCIATION

AND
COALITION

Supplemental Shift Premium for ~~Nurses~~ 24/7 Direct Care Facilities

Washington State 24/7 facilities provide vital services to vulnerable individuals within our care. To recognize employees that are providing the services required at these facilities and to strengthen scheduling efforts to ensure continued delivery of services, the parties agree to implement a supplemental shift premium as follows:

Employees who are assigned to a facility that provides direct care to residents, patients and/or clients and whose duties are required to be performed on location will receive an additional one-dollar (\$1.00) per hour supplemental shift premium for each hour of shift premium received in accordance with Article 41.17 Shift Premium, and Article 41.18 Shift Premium for Registered Nurses and Related Classes.

Agency locations that are designated as 24/7 facilities are listed in Attachment A to this Memorandum of Understanding. The agency shall determine which positions are eligible for this premium pay. The determination of position eligibility shall not be subject to the grievance procedure.

For the purposes of this MOU hours worked in an overtime status shall not be eligible for the supplemental shift premium. This supplemental shift premium shall expire on June 29, 2027.

Dated _____

TENTATIVE AGREEMENT REACHED

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

For the Employer _____ Date _____
/s/ _____ 9/17/2024
Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union _____ Date _____
/s/ _____ 9/17/2024
Rhonda Fenrich, Lead Negotiator
Coalition of Unions

Attachment A

<u>Agency</u>	<u>Location</u>
<u>DCYF</u>	<u>JR Secure Residential Facilities</u> <u>JR Community Residential Facilities</u>
<u>DSHS-BHA</u>	<u>Eastern State Hospital</u> <u>Western State Hospital (Civil and Gage)</u> <u>Special Commitment Center (to include Secure Community Transition Facilities)</u> <u>Child Study Treatment Center</u> <u>Behavioral Health Treatment Centers - Steilacoom Unit, Maple Lane Campus</u> <u>Brockmann Campus</u> <u>Olympic Heritage Behavioral Health Facility</u>
<u>DSHS-DDA</u>	<u>Lakeland Village RHC</u> <u>Rainier School RHC</u> <u>Firecrest School RHC</u> <u>Yakima School RHC</u> <u>State Operated Community Residential</u> <u>Lake Burien Transitional Care Facility</u>
<u>DVA</u>	<u>Orting</u> <u>Port Orchard</u> <u>Spokane</u> <u>Walla Walla</u>
<u>Military Department</u>	<u>Washington Youth Challenge Academy</u>

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
COALITION – UPW, AWP, WSNA, IAFF**

24/7 Facility Premium Pay

Addition of Olympic Heritage Behavioral Health Facility to Attachment A of MOU K–
24/7 Facility Premium Pay

~~DSHS is opening a new facility—Olympic Heritage Behavioral Health. To provide consistency within existing provisions that apply to DSHS BHA facilities contained in this collective bargaining agreement the parties agree to modify Attachment A of MOU K as follows:~~

~~Washington State 24/7 facilities provide vital services to vulnerable individuals within our care. To recognize employees that are providing the services required at these facilities and to strengthen recruitment and retention efforts to ensure continued delivery of services, the parties agree to implement a temporary 24/7 Facility Premium Pay as follows:~~

~~Employees who are assigned to a facility that provides direct care to residents, patients and/or clients and whose duties are required to be performed on location will receive a five percent (5%) premium pay for all hours actually spent working on location. Agency locations that are designated as 24/7 facilities under this MOU are listed in Attachment A to this Memorandum of Understanding and the agency shall determine which positions are eligible for this premium pay. The determination of position eligibility shall not be subject to the grievance procedure.~~

~~For the purposes of this MOU hours designated as vacation leave, sick leave, compensatory time, and exchange time shall not include the additional 5% premium. Employees in positions whose duties are not required to be performed on location and who are eligible for regularly scheduled telework shall not be eligible for this premium pay unless their telework agreement specifically requires them to work on location three or more days per week.~~

~~This premium pay is added to the base salary and shall expire on **June 29, 2025**.~~

~~**Dated: September 6, 2023**~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Rhonda Fenrich, Coalition
Lead Negotiator~~

Attachment A

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities
DSHS-BHA	Eastern State Hospital Western State Hospital Special Commitment Center Child Study Treatment Center Fort Steilacoom Competency Restoration Program Olympic Heritage Behavioral Health Facility
DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State Operated Community Residential
DVA	Orting Port Orchard Spokane Walla Walla

~~L. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
COALITION~~

~~Implementing Recognition and Retention Lump Sum Payment~~

~~This Memorandum of Understanding (MOU) by and between Washington State (Employer), Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and the Coalition of Unions is entered into for the purposes of implementing a one-time recognition lump sum payment.~~

~~A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical state employees in all agencies; a one-time lump sum 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 an on-call or career seasonal employee 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, federal, and retirement withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.~~

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

~~a. 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.~~

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

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

E. _____

- a. ~~For employees who hold more than one part time and/or on call and/or temporary position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).~~
- b. ~~Hours will be calculated as of June 30, 2023 and may affect the date when the payment is issued, therefore payments may be delayed to the August 10 paycheck.~~

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

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Janetta E. Sheehan,
Sr. Labor Negotiator~~

~~Rhonda Fenrich
Lead Negotiator~~

**M. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS**

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement (FSA). Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between Health Care Authority (HCA), Office of Financial Management (OFM) and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the ~~two~~ three hundred ~~fifty~~ (~~\$300~~250) benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 202~~7~~⁵.

Dated: September 15, 2022

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

For the Employer Date

For the Healthcare Coalition Date

/s/

/s/

Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Kurt Spiegel, Executive Director
WFSE

/s/

Jane Hopkins, President
SEIU 1199NW

~~For the Employer:~~

~~For the Healthcare Coalition:~~

~~/s/~~

~~/s/~~

~~Ann Green, OFM~~
~~Lead Negotiator~~

~~Jane Hopkins, SEIU 1199NW~~
~~President~~

~~/s/~~

~~Karen Estevenin, PROTEC17~~
~~Executive Director~~

~~N. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
IBEW AND UA~~

Labor and Industries Electrician Series

~~Department of Labor and Industries Temporary Salary Increase for
Recruitment and Retention Purposes~~

- ~~1. Chapter 475, Laws of 2023 section 220(23) provided funding from the electrical license account—state appropriation solely for an additional wage increase for all positions within the electrical construction inspector, electrical construction inspector lead, electrical inspection field supervisor/technical specialist, and electrical plans examiner job class series consistent with the July 1, 2023, range differentials, subject to an agreement between the state and the exclusive collective bargaining representative of the electrical construction inspectors.~~
- ~~2. The parties agree that a twenty one percent (21%) increase will be added to the base rate of pay for the list of job positions set out in paragraph one (1) above.~~
- ~~3. This temporary increase is intended to address the high level of vacancies in these critical roles and will assist the agency to recruit and retain qualified candidates for vacant positions.~~
- ~~4. This temporary increase to the base rate of pay shall be effective from July 1, 2023, to June 30, 2025, and the base rate of pay for these positions will return to the previous rate, without the temporary increase, effective July 1, 2025.~~

~~This MOU will expire on June 30, 2025.~~

~~This MOU is non-precedent setting and does not establish a practice.~~

~~Date: June 23, 2023~~

~~For the Employer:~~

~~For the Union:~~

~~/s/~~

~~/s/~~

~~Jenny Sheehan, Sr. Labor
Negotiator~~

~~Rhonda Fenrich, Lead Negotiator~~

**O. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE COALITION OF UNIONS**

Data Sharing Agreement

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

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer outlines in policy #[141.10](#) 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 Category 3 and 4 data, including Personal Information and Confidential Information that OFM may provide.

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 19.255.005](#).
- 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](#) (8).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in [RCW 42.56.420](#).

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.
- 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 Coalition strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.

The provisions contained in this MOU become effective on July 1, 202~~7~~³. This MOU shall expire June 30, 202~~7~~⁵.

For the Employer:

For the Union:

/s/

Jenny Sheehan, Sr. Labor
Negotiator

/s/

Rhonda Fenrich, Lead Negotiator

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

~~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 that 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 29, 2023**~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Jenny Sheehan, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Rhonda Fenrich, Union Representative~~

~~Q. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
TEAMSTERS LOCAL UNION 174~~

~~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 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 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 24, 2024~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

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

~~Rick Hicks, Secretary Treasurer
Teamsters Local Union 174~~

**~~R. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
COALITION~~**

~~Vacation Leave Accrual Maximum~~

~~Due to passage 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 6th, 2024, the parties agree to modify Article 12, Section 12.13- Vacation Leave Maximum as follows:~~

~~12.13 Vacation Leave Maximum~~

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

~~A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum two hundred forty (240) hours, the Appointing Authority may grant an exception to the maximum. If the Appointing Authority grants an exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.~~

~~B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to the employee's 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.~~

~~This MOU will expire on June 30, 2025.~~

Dated April 9 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/

Jenny Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Rhonda Fenrich, Union Representative
Coalition

~~S. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND TEAMSTERS LOCAL UNION 760
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE -
UPDATES TO THE 2023-2025 COLLECTIVE BARGAINING AGREEMENT~~

To recognize certification of a new bargaining unit pursuant to the Public Employment Relations Commission Decision 13749-PSRA 2023, the parties agree to the following additions to the 2023-2025 Coalition Collective Bargaining Agreement:

~~Cover Page~~

~~THE STATE OF WASHINGTON
AND
COALITION
(Teamsters 760)~~

~~APPENDIX A~~

~~BARGAINING UNITS REPRESENTED BY THE COALITION
AS OF December 6th, 2023~~

Teamster Local Union 760

DFW _____ Captains and Lieutenants _____ 13749 _____

~~This MOU will expire on June 30th 2025~~

~~Dated 04/01/2024.~~

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

For the Employer

For the Union

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

/s/
Richard Salinas, Secretary-Treasurer
Teamsters Local Union 760

**~~T. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND COALITION-UPW, AWP, WSNA, IAFF~~**

**~~Addition of DSHS/DDA Lake Burien Transitional Care Facility
to Attachment A of MOU K-24/7 Facility Premium Pay~~**

The Department of Social and Health Services (DSHS) Developmental Disabilities Administration (DDA) is opening a new transitional care facility at 1033 SW 152nd Burien, WA 98166 effective July 1, 2024. The only union impacted at Lake Burien will be AWP. As a result of the addition of this facility, the parties enter into the agreements outlined below.

The Parties Agree:

- 1. ~~As it applies to DSHS/DDA, Attachment A to the Statewide MOU K 24/7 Facility Premium Pay the parties 2023-2025 CBA is amended as follows:~~

~~Attachment A~~

DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State-Operated Community Residential <u>Lake Burien Transitional Care Facility</u>
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~~This MOU shall expire on June 29, 2025.~~

~~Dated May 2, 2024~~

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

For the Employer

/s/

~~Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

For the Union

/s/

~~Rhonda Fenrich
Lead Negotiator~~

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON**

And

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
COALITION UPW, AWP, WSNA, IAFF**

Addition of DSHS/DDA Lake Burien Transitional Care Facility

to Attachment A of MOU K-24/7 Facility Premium Pay

The Department of Social and Health Services (DSHS) Developmental Disabilities Administration (DDA) is opening a new transitional care facility at 1033 SW 152nd Burien, WA 98166 effective July 1, 2024. The only union impacted at Lake Burien will be AWP. As a result of the addition of this facility, the parties enter into the agreements outlined below.

The Parties Agree:

1. ~~As it applies to DSHS/DDA, Attachment A to the Statewide MOU K-24/7 Facility Premium Pay the parties 2023-2025 CBA is amended as follows:~~

Attachment A

Agency	Location
DSHS-DDA	Lakeland Village RHC Rainier School RHC Firecrest School RHC Yakima School RHC State Operated Community Residential

~~This MOU shall expire on June 29, 2025.~~

Dated: 05/02/2024

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/

Jenny Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Rhonda Fenrich, Lead Negotiator
Coalition

XX. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND TEAMSTERS LOCAL UNION 760
WASHINGTON DEPARTMENT OF FISH AND WILDLIFE -
ECONOMICS

To recognize certification of a new bargaining unit pursuant to the Public Employment Relations Commission Decision 13749 - PSRA 2023, for Lieutenants and Captains of the Department of Fish and Wildlife (DFW) the parties agree to the following economic provisions:

1. All DFW represented Lieutenants will be five percent (5%) above a sergeant based on the “base salary” of a sergeant who is receiving a pay increase to their base salary pursuant to Reference #7 of the compensation assignment pay; and who is receiving the maximum longevity pay; and who is receiving credit for a bachelor's degree. See Teamsters 760 collective bargaining agreement Article 39.15 and 39.16, and Appendix C. [hyperlink to Teamsters 760 contract] Any increase to “base pay” of a sergeant as described above in the future will be applied to this differential separation.
2. All DFW represented Captains general wage increase will be based on the base salary of a Lieutenant as described in (1) above plus five percent (5%).
3. For Lieutenants and Captains assigned by the Chief to a Snohomish County duty station and who have established a permanent residence in Snohomish County, they will also receive a 3% geographic pay increase on top of the above “base pay” described within this MOU.

This MOU will expire on June 30, 2027.

Dated:

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Rhonda Fenrich, Lead Negotiator
Coalition of Unions

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FRATERNAL ORDER OF POLICE, LODGE 39
NATIONAL FRATERNAL ORDER OF POLICE, LODGE 34
AND
COALITION

Retention and Recruitment Incentive

In recognition of the continuing difficulty to recruit and retain Liquor and Cannabis Board (LCB) enforcement officers, and the expectation that there will continue to be a barrier to recruitment and retention of enforcement officers for the foreseeable future, actions must be taken to recognize and maintain the experienced officers supporting state government and the services provided within the Liquor and Cannabis Board. Additionally, measures need to be taken to enhance recruiting and retention efforts to attract law enforcement officers and compete with local and other state government agencies who rely on law enforcement trained employees to choose to work at LCB.

The parties agree to the following:

A. Retention Incentive:

In order to be responsive in a highly competitive market, LCB enforcement officers employed with the Liquor and Cannabis Board will receive a one-time retention bonus of four thousand dollars (\$4,000.00) for current LCB Enforcement Officers and Lieutenants in the series to be paid as follows:

1. Once the current LCB Enforcement Officers and Lieutenants reach 24-months of continuous service; or
2. For the current LCB Enforcement Officers and Lieutenants that have already reached 24 months of continuous service and are still employed as an Enforcement Officer or Lieutenant on July 1, 2025, will receive the bonus in their July 25, 2025 pay check.

B. Recruitment Incentive:

In order to increase its appeal to applicants, the following recruitment incentives are established, up to seven thousand five hundred dollars (\$7500.00) for new LCB Enforcement officers:

- a. Recruitment incentives of two thousand dollars (\$2000.00) will be paid to enforcement officers on the first payroll date after beginning employment into a permanent appointment, as a sign-on bonus.
- b. A Recruitment and retention incentive of two thousand dollars (\$2000.00) will be paid at the successful completion of the 12-month probationary

period at the LCB Enforcement Officer Recruit or Officer level, or at the 6-month trial service period at the LCB Officer level of employment in the permanent appointment, whichever is applicable.

- c. A final payment of three thousand five hundred dollars (\$3500.00) for the completion of an additional two (2) years of continuous employment in permanent appointment as an Enforcement Officer from the date of the periods identified in (b) above.
- d. Enforcement Officers who separate prior to receiving the full incentive will not be entitled to payment after the date of separation. Enforcement Officers who move to a different position, including that of Lieutenant, will not be entitled to payment after they leave the Enforcement Officer position.

This MOU will expire on June 29, 2027.

Dated:

TENTATIVE AGREEMENT REACHED

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

For the Employer Date

For the Union Date

Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Rhonda Fenrich, Lead Negotiator
Coalition of Unions