
COLLECTIVE BARGAINING AGREEMENT

PRO
TEC17

THE STATE OF WASHINGTON

AND

PROFESSIONAL AND TECHNICAL
EMPLOYEES LOCAL 17

EFFECTIVE

JULY 1, ~~2023~~2025 THROUGH JUNE 30, ~~2025~~2027



~~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.

PROTEC17
~~2023~~2025-~~2025~~2027

PLACEHOLDER

PREAMBLE

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

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

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

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

ARTICLE 1

UNION RECOGNITION

- 1.1** This Agreement covers the employees in the bargaining units described in Appendix A, entitled “Bargaining Units Represented by the Professional and Technical Employees, Local 17,” but does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only.
- 1.2** The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and Section 1.3, or those bargaining units as they may be subsequently modified by the Public Employment Relations Commission (PERC).
- 1.3** If PERC certifies the Union as the exclusive bargaining representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.
- 1.4** If there is a title change to a classification covered by this Agreement, the Union will continue to be recognized as the exclusive bargaining representative.

ARTICLE 2

NON-DISCRIMINATION

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam-era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, citizenship, immigration status, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as prevent all forms of discrimination.

Both parties agree that unlawful harassment will not be tolerated.

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 the completion of the internal complaint process, the Union may request the grievance process be continued.

ARTICLE 3

WORKPLACE BEHAVIOR

- 3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect, [diversity](#), [equity](#) and ~~professionalism~~[Inclusion](#). The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy, [dignity](#) and respect.
- 3.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have been subjected to inappropriate behavior the employee is encouraged to report this behavior to the employee's supervisor or the Human Resources Office. The Employer will look into the reported behavior and take appropriate action as necessary. The employee will be notified whether or not a violation occurred.
- 3.3 Grievances related to this Article may be processed through the agency head or designee level only and are not subject to a pre-arbitration review meeting (PARM), mediation or arbitration.

ARTICLE 4

HIRING AND APPOINTMENTS

- 4.1 **Filling Positions**
The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
- 4.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 36](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- 4.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- 4.4 A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- 4.5 A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- 4.6 A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.

4.7 Permanent Status

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

4.8 Recruitment and Application Process for Permanent Positions

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

4.9 Types of Appointment

A. Permanent

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

B. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff.

Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. A non-permanent appointee must have the skills and abilities required for the position.

2. The Employer may convert a non-permanent appointment to a permanent appointment when the non-permanent employee is in an entry-level position. The Department of Transportation (DOT) may also convert Transportation Technician 2s and Transportation Planning Technician 2s. The Department of Licensing (DOL) may convert LSR2s, provided there are no eligible bid transfer candidates for the position. The converted employee will serve a probationary or trial service period. The Employer must follow Section 4.11, DOL and Washington State Patrol (WSP) Transfers, or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment. Time spent in a non-permanent appointment may count towards the probationary or trial service period for a permanent position within the same job classification.
3. A permanent employee that accepts a non-permanent appointment within their agency will have the right to return to a position in the permanent classification they left at the completion of the non-permanent appointment; provided that the employee has not left their original, non-permanent appointment.
4. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days' prior to accepting the appointment, the employee must notify the 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.
5. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

C. 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) working day's notice to the employee. On-call employees may schedule annual leave. On-call employees may use accrued sick leave when they are scheduled to work.

D. 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. The Employer will discuss a proposed in-training series at a Labor/Management Communication Committee meeting prior to implementation.
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 one (1) working day's 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 one (1) working day's 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 [Subsections 4.12\(B\)\(3\) and 4.12\(B\)\(4\)](#) 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. Nothing in this section precludes the employee from requesting a reduction in the time served in the in-training plan at each level, as long as the employee satisfies all the requirements at that 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. Nothing in this section precludes the employee from requesting a reduction in the time served in the in-training plan at each level, as long as the employee satisfies all the requirements at that level.

E. 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.
 5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

F. 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 36, Layoff and Recall.

- G. The designation of a position as non-permanent, on-call, in-training or project, or the termination of a non-permanent, on-call, in-training or project appointment is

not subject to the grievance procedure in [Article 32](#) except as noted in Subsection 4.9 (B)(5).

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

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

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

4.11 DOL and WSP Transfers

A. Department of Licensing (DOL)

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

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

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

1. If there are different work shifts within an office, the vacant work shift will be offered to the remaining staff by seniority within the office. Permanent part-time employees may not bid on a full-time work shift. However, they may apply for a full-time vacancy as a transfer applicant.
2. Notice of vacancies for Licensing Services Representative (LSR) or Enhanced Driver License Licensing Services Representative (EDL LSR) positions will be posted as follows:
 - a. For LSR positions, the notice for the vacancy with location, days, office hours and the cut-off date for application is electronically posted statewide. Applicants responding are accepting the location, days, and office hours posted.
 - b. For EDL LSR positions, the notice for the EDL LSR vacancy with location, days, office hours and the cut-off date for application is electronically posted statewide to current EDL LSRs and candidates in the EDL LSR pool. Applicants responding are accepting the location, days, and office hours posted.
3. The office supervisor of the vacant position is given the names of the five (5) most senior transfer applicants unless one of the following conditions exists:

- a. The applicant is still in probationary service status; or
 - b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#), Labor/Management Communication Committee, Military Leave, Domestic Violence Leave, Workers' Compensation, Volunteer Firefighting Leave, Military Family Leave, Child and Elder Care Emergencies, Reducing the Effects of a Layoff, pre-approved LWOP; or
 - c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
 - d. The applicant has had other disciplinary action within the last six (6) months; or
 - e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
 - f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or
 - g. Appointment of the applicant would result in a violation of agency policy PER.13C (Employment of Related Persons); or
 - h. Other conditions as agreed to by the Administrator and the Staff Representative, including requests for hardship transfer.
 4. If there are only two (2) eligible transfer candidates available for a position, the office supervisor may request a certification of candidates per [Section 4.9](#). The transfer candidates will be considered along with all other candidates. The office supervisor of the vacant position will consider the eligible applicants, selecting the most qualified for the vacancy. If the transfer candidates are not selected, they will be notified of their non-selection.
 5. If there are no eligible transfer candidates available for a position, the Appointing Authority, in consultation with the office supervisor and District Manager of the vacant position, may grant an administrative transfer, voluntary demotion, or elevation as long as the permanent employee has the skills and abilities to perform the duties of the position.
- B. Washington State Patrol (WSP) – Methods of Requesting a Transfer
1. WSP – Communications Officers or Communications Officer Assistants:

- a. Employees desiring to transfer will initiate a request using the agency's electronic system for doing so. If more than one (1) employee requests a transfer to the same location, the request with the earliest submission date will receive first consideration. If two (2) or more employees have the same submission date for transfer, the position will be given to the employee with the longest most recent period of unbroken service in the classification. Employee requests to transfer will be honored prior to the filling of any position.
 - b. In the event a vacancy occurs and there are no transfer candidates for the location in question, advertisement of the vacancy will be made in the Daily Bulletin and posted at all twenty-four (24) hour facilities. Employees will be given a minimum of three (3) calendar days to submit a written transfer request. Appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service in the classification. Supervisors will attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.
2. WSP – Commercial Vehicle Enforcement Officers
 - a. Employee-Requested Transfers:

Transfer requests shall be submitted to the HRD using the Employer's electronic system for making transfer requests. Transfer requests will be ranked by submittal date ~~and time~~ for each district, divided by program type within the district (CVD Interior, School Bus, and Port of Entry, Compliance Review, and New Entrant). If two (2) or more employees have the same submission date for transfer, the position will be given to the employee with the longest most recent period of unbroken service in the classification. Once employees accept a transfer to a specific district program position, their name will be removed from all transfer lists. Employees may still request a transfer to another district program position, but the employee's name will be placed at the bottom of the existing list. When an employee does not accept a transfer when one is offered from the transfer list, the transfer will be offered to the next employee on the list. An employee who declines transfers on two (2) occasions will be removed from the list and may reapply.
 - b. Employees are limited to applying for a maximum of four (4) district program positions at any one (1) time. When the Employer has approved an employee transfer, a representative of the HRD will notify the employee of the transfer at least thirty (30) calendar days prior to its effective date, either in person or by direct contact on the telephone, except under exigent circumstances or if waived by mutual agreement. Employee requests to transfer will be honored prior to the filling of any position.

c. VIN Officers:

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

3. WSP – Guidelines on Transfers for All Employees:

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

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

- b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#), Labor/Management Communication Committee, Military Leave, Domestic Violence Leave, Workers' Compensation, Volunteer Firefighting Leave, Military Family Leave, Child and Elder Care Emergencies, Reducing the Effects of a Layoff, pre-approved LWOP; or
- c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
- d. The applicant has had other disciplinary action within the last six (6) months; or
- e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
- f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or
- g. Appointment of the applicant would result in a violation of agency policy; or

- h. Other conditions as stated below or agreed to by the Division Commander and the Staff Representative.
- 4. Other Guidelines for Transfers:
 - a. The Chief or designee will have the final approval on all transfer requests.
 - b. Only if there are no eligible transfer candidates interested in a position that has been advertised in the Daily Bulletin, the Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation as long as the permanent employee has the skills and abilities to perform the duties of the position.
- 5. Acceptance or Rejection of Transfer or Promotion:
An employee will have a maximum of twenty-four (24) hours to accept or reject an offer. Extensions may be granted on a case-by-case basis.
- 6. Promotional Testing (CVEO2):
On a bi-annual or as needed basis, eligible CVEOs will be allowed to test for promotional opportunities. Upon request to WSP Human Resources Division, an employee will be advised of their test results.

4.12 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.
- 2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 32](#). The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. 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.
- 3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. An employee's probationary period will not be extended due to time spent on temporary layoff unless there is mutual agreement between the Employer and the employee.
- 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 will be twelve (12) consecutive months, unless adjusted by the Appointing Authority for time already served in

probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.

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

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 twelve (12) consecutive months. The appointment letter will indicate the length of the trial service period. The Employer may reduce the trial service period to no less than six (6) consecutive months.
2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. An employee's trial service period will not be extended due to time spent on temporary layoff unless there is mutual agreement between the Employer and the employee.
3. Any 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, abolished or an offer has not been made to an applicant.

An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same classification as determined by the Employer 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 use the order listed above, with the Employer determining the position the employee may revert to. The employee must have the skills and abilities required for the position. The reversion option will be within a reasonable commuting distance for the employee.

4. With prior written notice by the Employer, an employee who does not successfully complete their trial service period may be offered an opportunity to revert to a position in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the trial service 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 either case, the employee being reverted must have the skills and abilities required for the vacant 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 32](#). An employee who is separated during their trial service period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation.

4.13 Return-to-Work Initiative Program

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

4.14 Interviews – WSDOT Only

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

4.15 Background Checks—Enhanced Drivers License LSRs

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

ARTICLE 5 PERFORMANCE EVALUATION

5.1 Objective

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

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees and 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.

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

5.2 Evaluation Process

- A. Employee work performance will be evaluated prior to the completion of their probationary and trial service period and at least annually thereafter. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations at the beginning of the evaluation period, as well as notification of any modifications made during the review period.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the employee's performance;
 - 2. Identifying ways the employee may improve their performance;
 - 3. Updating the employee's position description, if necessary;
 - 4. Identifying performance goals and expectations for the next appraisal period; and
 - 5. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's written 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. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- D. If an employee disagrees with their performance evaluation, the employee has the right to attach a rebuttal at any time.
- E. If an employee has been fully exonerated of misconduct in a disciplinary grievance 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. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal, legal action, or as otherwise required by law.

- F. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 32](#).

ARTICLE 6 HOURS OF WORK

6.1 Definitions

- A. Engineering Employees
Overtime-eligible employees who work in positions in the Engineering Services and Engineering Technician bargaining units.
- B. Full-time Employees
Employees who are scheduled to work an average of forty (40) hours per workweek.
- C. Overtime-Eligible Position
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- D. Overtime-Exempt Position
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- E. Part-time Employees
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- F. Shift Employees
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift.
- G. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Work Schedules
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift

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

J. Workweek

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

K. Telework

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

6.2 Determination

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

6.3 Overtime-Eligible Employees (Excluding Engineering Positions)

A. Regular Work Schedules

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

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

C. Daily Work Shift Adjustment

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

If the Employer extends an overtime-eligible employee's daily work shift, the Employer will not adjust another work shift or the employee's work schedule to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

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

D. Alternate Work Schedules

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

E. WSP Workweek Defined - Overtime-Eligible Shift Employees

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

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

F. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. The notice will state the duration of the change. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible employees will receive five (5) 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.

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

G. 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.

If the Employer changes the permanent work schedule of an overtime-eligible employee without giving at least seven (7) days' notice of the change, employees

will be paid for all time worked outside the scheduled hours or days at one and one-half (1 1/2) times their base rate for the duration of the notice period.

- H. When changes in overtime-eligible employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days unless the Employer deems the employees are unable to perform satisfactorily as a result of excessive hours or the work that normally would have been performed within the scheduled hours or days cannot be performed. The Employer is not obligated to pay for those scheduled hours or days unless the employee is on paid leave. Overtime pay and shift or schedule change penalty pay will not be paid for the same incident.
- I. Emergency Schedule Changes
The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, or extraordinary unforeseen operational needs.
- J. 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. Requests will not be denied provided the Employer's business and customer service needs are met and no overtime expense is incurred. An employee may elect to waive shift premium.
- K. Notice to Employees of Overnight Travel Status
Employees required to be in travel status overnight will be given seven calendar (7) days' notice of the travel requirement. If the Employer requires overnight travel of an overtime-eligible employee without giving at least seven (7) days' notice, employees will be paid one and one-half (1 1/2) times their base rate for the duration of the notice period not to exceed eight (8) hours.

6.4 Overtime-Eligible Engineering Employee Work Schedules

- A. Regular Work Schedules
The regular work schedule for overtime-eligible engineering employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will include two (2) consecutive scheduled days off, except as required by operational necessity or as modified in this Article. The Employer may adjust the regular work schedule with prior notice. Upon appointment the Employer will notify each employee in writing of their workweek, work shift and work schedule.
- B. Alternate Work Schedules
Workweeks and work shifts of different numbers of hours may be established for overtime-eligible engineering employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. When there is a holiday, employees may be required to switch from their alternate work schedules to regular work schedules. The Employer will

consider the employees' health and welfare as well as the operational needs of the Employer to assure that safe, effective services are provided.

C. Temporary Schedule Changes

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

D. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible engineering 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. Failure to provide the proper notice under this provision will result in payment at one and one-half (1 1/2) times their base rate for the duration of the notice period not to exceed eight (8) hours. This payment will not be paid for any portion of the permanent schedule change that overlaps the employee's original schedule and/or shift.

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

F. Emergency/Unforeseen Schedule Changes

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

G. Employee-Requested Schedule Changes

Overtime-eligible engineer employees' workweeks and work schedules may be changed at the employee's request and with the Employer's approval. Requests will not be denied provided the Employer's business and customer service needs are met and no overtime expense is incurred. An employee may elect to waive shift premium. An employee-requested schedule change will not constitute a permanent or temporary schedule change.

H. Overtime-eligible engineering employees will not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period except in extreme

emergencies. After working sixteen (16) hours in a twenty-four (24) hour period (meal and rest periods notwithstanding), DOT employees will be allowed a rest period of at least eight (8) hours off. If the eight (8) hours off overlap the employee's regular shift, up to eight (8) hours of such an overlap will be a paid reassignment to home for resting purposes.

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

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

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

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

J. When a vacancy occurs or when a new schedule is made available, current qualified ~~Northwest Region~~ Traffic Management Center (TMC) employees in the same classification may request to move into the available schedule. The Employer will consider, by current TMC seniority, the employee's request and make every effort to grant the request as long as the agency can meet business and customer service needs.

K. Notice to Employees of Overnight Travel Status

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

6.5 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 required by [WAC 296-126-092](#). Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal period. When an employee's unpaid meal period is interrupted by work duties, the employee will be allowed to resume their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to

operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 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. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.8 Positive Time Reporting – Overtime-Eligible Employees

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

6.9 Overtime-Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product and for meeting the objectives of the agency for which they work. 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 and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Appointing authorities may approve overtime-exempt employee accrual of exchange time for extraordinary and excessive hours worked. Exchange time may

be accrued at straight time to a maximum of eighty (80) hours. When an employee accrues forty (40) hours of exchange time, the employee and the Employer will develop a plan for the employee to use the accrued exchange time in the next ninety (90) days. Employees may request to use exchange time in lieu of sick leave and vacation leave. Exchange time has no cash value and cannot be transferred between agencies.

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

6.10 Clean up Time

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

6.11 WSP Shift Coverage, Bidding and Assignment

A. Shift Coverage

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

B. Shift Bidding

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

1. Locations Not Currently Bidding Shifts:

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

2. Locations Currently Bidding Shifts:

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

- a. All votes require fifty-five percent (55%) consent to pass. A non-vote or no preference vote is a "no" vote.
- b. By mutual agreement between the Employer and employees in each location, bid duration will be for three (3) months, six (6) months.
- c. The Employer can use up to twenty-five percent (25%) of the shifts as rotating shifts if necessary.

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

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

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

- i. The most senior volunteer, determined by time in classification then time in bargaining unit; and
- ii. The least senior employee on a shift compatible with the operational need.

3. Communications Officers and Communications Officer Assistants Shift Bidding:

- a. Bidding will be by unbroken seniority in the classification, then by unbroken seniority in the bargaining unit. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift.
- b. Employees working in tandem will bid based on the most senior tandem employee's seniority in accordance with Subsection (a) immediately above.
- c. Employees who complete trial service for six (6) months or less in state service outside of the bargaining unit, including six (6) months or less in an exempt position, will be accorded unbroken seniority in the classification and bargaining unit upon return to their previous classification.
- d. If a CO2 reverts or voluntarily demotes to a CO1 they will be accorded all unbroken time (including all previous CO1 and CO2 time) for shift bidding purposes.
- e. If a CO1 elevates or promotes back to the CO2 classification they will be accorded all previous CO2 time for shift bidding purposes, but will not be accorded previous CO1 time for such purposes.

4. ~~EVO~~/CVEO Shift Bidding:

Bidding will be by seniority within the bargaining unit based upon total unbroken, permanent status. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift.

5. WSP Information Technology Specialist Shift Bidding:
Bidding will be by seniority that is based on an employee's length of unbroken state service within the work unit (WSP IT Division Customer Services Tier 1). Temporary assignments with WSP will not be considered a break in service for the purpose of shift bidding. If two (2) or more employees have the same seniority date, ties will be broken in the following order:
 - a. Longest continuous time with the agency;
 - b. Longest continuous time in state service;
 - c. By lot.
6. Vote on Fifty-Six (56) Day Shift Rotation:
If a station does not bid shifts, employees may vote to request an extension of the shift rotation to fifty-six (56) days. The vote will be conducted under the same guidelines in Subsection 2, above. Employees will submit the request to the immediate supervisor for discussion. If the supervisor approves the request, they will forward the request up the chain of command for approval or denial. A denial will be in writing and state the reason(s). A request may be granted on a trial basis. The Employer may discontinue its approval with thirty (30) calendar days' notice to affected employees with an explanation.
7. Staff Meetings for Shift Employees:
No employee will be required to return to work for a meeting if the employee has just worked a graveyard shift, unless the meeting takes place within one (1) hour of the end of the shift or within four (4) hours before the beginning of the next graveyard shift. The Employer will make all best efforts to schedule training for graveyard shift consistent with the above.
8. Multiple Shift Assignments within a Workweek:
No employee will be required to work all three (3) shifts (day, swing, and graveyard) during a workweek.

6.12 Licensing Services Office Weekly Schedules

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

6.13 Workplace Pregnancy Accommodations

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

6.14 Telework Position Eligibility

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

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

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

1. No change in the employee's duty station solely due to the telework agreement;
2. Approved telework agreements shall terminate upon transfer to a new division or work unit;
3. Transferring employees must submit a new request;
4. Telework agreements, and any modification, will be kept on file at the employee's primary worksite and in the employee's official personnel file.

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

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

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

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

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

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

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

Employees will not normally be required to telework, unless circumstances arise under Article 15, Severe Inclement Weather, Natural Disaster, Disaster Leave, and Other Emergency Closures Leave.

ARTICLE 7

OVERTIME

7.1 Definitions

A. Overtime

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

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

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. 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 of 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.

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.
4. Time compensated as standby, callback, or any other penalty pay.

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

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

7.3 Overtime Computation

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

7.4 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime (except as modified in [Article 6](#), Hours of Work, of this Agreement) the number of employees, 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. Supervisors will make a reasonable effort to assign overtime on a rotational basis within these guidelines.
- B. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.
- C. If an employee was not offered overtime for which they are qualified, the employee will be offered the next available overtime opportunity for which they are qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime and penalty pay.

D. WSP COs Only

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

1. The overtime is a shift extension, in which case seniority of those working in the communications center at the time of the shift extension will be the determining factor, and
2. Employees will be called on days off, but calls to employees on vacation leave will be avoided. Where possible, callback will be avoided.
3. The assignment of overtime will be made with due regard for the welfare, health, and safety of the employees as well as the operational needs of the Employer to assure that services are provided in a safe and effective manner.
4. Employees will not be required to work in excess of twelve (12) hours in any twenty-four (24) hour period except in an extreme emergency or in the case of a regular shift change.

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

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

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

7.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

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

B. Maximum Compensatory Time

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

C. Compensatory Time Use

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

D. Compensatory Time Cash Out

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

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

E. Compensatory Time Rollover for CVEOs

CVEOs may accumulate compensatory time to a maximum of forty (40) hours.

Compensatory time accrued in excess of forty (40) hours shall become paid overtime. It shall be the responsibility of the employee and their supervisor to monitor accrued compensatory time and to make mutually agreeable arrangements for its use.

ARTICLE 8 TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

8.2 Attendance at agency-approved training will be considered time worked.

8.3 Master Agreement and Shop Steward Training

- A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than one (1) work day, up to ten (10) hours inclusive of travel time. 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.

8.4 Tuition Reimbursement

- A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.
- B. Agencies will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.
- 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.

8.5 The Department of Transportation continues its commitment to support engineering employees in the attainment of their EIT and PE certifications.

8.6 WSDOT will attempt to cross-train employees between disciplines.

8.7 Developmental Job Assignments

- A. Employers may make the following planned training assignments for employee career development without incurring reallocation or compensation obligations:
 - 1. Performance of responsibilities outside the union bargaining units and the current job classification series on a time-limited basis.
 - 2. Intra-agency rotational or special project assignments.
- B. The Employer and the employee must agree in writing to the assignment in advance, including time limits, which will not exceed more than twelve (12) months. If an employee's request for a developmental job assignment is denied, an explanation will be provided to the employee. The decision is final and is not subject to [Article 32](#), Grievance Procedure.

- C. Unless otherwise mutually agreed, the employee shall have the right to return to their previous assignment.

8.8 During the term of this agreement and at a time convenient to the Employer, employees may attend a Department of Retirement Systems retirement planning seminar during work hours.

ARTICLE 9

DEVELOPMENTAL ADVANCEMENT

For the Department of Transportation, Transportation Technician 1, Transportation Technician 2 and Transportation Planning Technician 1 will be granted developmental advancement after satisfactory completion of time in grade and the required training courses.

ARTICLE 10

HOLIDAYS

10.1 Paid Holidays

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

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

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

10.2 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 7, Overtime.
- C. For full-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 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.
 3. Upon approval, an employee may schedule an alternate day off as their holiday as long as the requested day off falls within the same pay period as the holiday or in either workweek adjacent to that pay period.
- E. The holiday for night shift employees whose work schedules begin 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 calendar holiday, or
 2. The beginning of the shift that precedes the calendar 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.
- F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (but not including 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 will qualify for holiday compensation if they are employed before the holiday and is in pay status:
1. For the entire work shift preceding the holiday; or
 2. For at least eighty (80) non-overtime or non-standby hours during the month, not counting the holiday.

10.3 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 an earlier date, 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.
- 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 13](#), Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken 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 10.3 B, C, and D above.
- H. Upon request, an employee will be approved to use part or all of their personal holiday for the care of family members as required by the Family Care Act, [WAC 296-130](#). 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 10.3 B, C, and D above.
- I. Upon request, an employee will be approved to use part or all of their personal holiday as provided for by the Military Family Leave Act, [RCW 49.77](#). 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 10.3 B, C, and D above.

- J. Upon request, an employee will be approved to use part or all of their personal holiday as provided for 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 the request and approval as described in [Subsections 10.3](#) B, C, and D above.

ARTICLE 11

VACATION LEAVE

11.1 Vacation Leave Credits

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

11.2 Vacation Leave Accrual

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

11.3 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 years of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth, and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth, years of total employment	One hundred forty-four (144)
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)

Full Years of Service	Hours Per Year
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

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

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

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

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

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

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

- C. In addition to vacation leave approved in Subsection B above, employees may submit supplemental vacation leave requests at any time on a first-come, first-served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs. Every effort will be made to grant supplemental vacation leave requests.
- D. Employees who have been approved to transfer to a new station prior to December 31 and will report to their new station by March 1, shall submit vacation requests to the employee’s new station in accordance with Subsections A, B, and C above. Employees who have been approved to transfer to a new station after December 31 shall submit vacations requests to the employee’s new station in accordance with Subsection C above.

11.5 Vacation Scheduling for DOL-LSRs

- A. During November of each calendar year, LSRs will be given the opportunity to submit tentative requests for vacation leave throughout the following year; these requests will be considered as simultaneous. Leave will be granted based on business needs and work requirements, with consideration made to grant requests for the same time off when possible. Up to two (2) LSRs will be authorized for vacation leave in LSOs with fourteen (14) to nineteen (19) LSRs.

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

- B. The supervisor will then compile all tentative leave requests onto one (1) calendar or list and post. Leave requests will remain confidential until posting. Employees will have ten (10) working days to resolve any conflicts between requests. An employee's attempt to resolve a conflict cannot cause a new conflict with another tentative leave request.
- C. After the ten (10) day period, if more than one (1) employee has submitted a tentative leave request for the same time period, and all requests cannot be granted, the leave time will be granted by rotation based on seniority using the procedure approved by the Driver Examining Administrator. This process will be completed by the end of each calendar year.
- D. Seniority for this Section is defined as the last unbroken time worked in that Licensing Services Office.
- E. LSRs who transfer to another Licensing Services Office during the year will not maintain any pre-approved leave status. Should there be a conflict with the existing tentative vacation leave schedule in the new office, the LSR transferring in will be placed at the bottom of the tentative leave list.
- F. Leave slips for pre-approved tentative leave must be submitted electronically two (2) weeks or more prior to the requested leave. Failure to submit leave slips as required may result in the leave being cancelled.
- G. Outside of the tentative leave process, LSRs may request vacation leave at any time on a first-come, first-served basis. Approval of supplemental vacation leave requests will take into consideration the tentative leave schedule, which will take precedence, as well as operational needs. Every effort will be made to grant supplemental vacation leave requests.

11.6 Vacation Scheduling for All Employees

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

- B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.
- C. Vacation leave will be approved or denied within five (5) working days of the request. If the leave is denied, a reason will be provided in writing. Vacation leave may be approved on short notice.
- D. Vacation leave will be approved for parental leave in accordance with [Article 14](#), Family and Medical Leave.
- E. Employees will not request or be authorized to take scheduled vacation leave if they will not have sufficient paid leave (vacation leave, personal holiday, compensatory time or exchange time) to cover such absence.

11.7 Family Care

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

11.8 Military Family Leave

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

11.9 Domestic Violence Leave

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

11.10 Vacation Cancellation

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

11.11 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 Employer, and the employee is close to the vacation leave maximum, an employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

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

11.12 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 12 SICK LEAVE

12.1 Sick Leave Accrual

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

12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing their job, for personal medical or dental appointments, and for reasons allowed under [RCW 49.46.210](#).
- B. To provide care for family members as required by the Family Care Act, [WAC 296-130](#) and as allowed under RCW 49.46.210. A family member is defined as a:
 - 1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;

2. 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;
 3. Spouse;
 4. Registered domestic partner as defined by [RCW 26.60](#);
 5. Grandparent;
 6. Grandchild; or
 7. Sibling
- C. 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. Health-related reason, as defined by [WAC 296-128-600](#) (8), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- D. Qualifying absences for Family and Medical Leave ([Article 14](#)).
- E. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- F. Preventative health care of relatives or household members, up to one (1) day for each occurrence. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. 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.
- G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.
- H. Up to fifteen (15) days, per deployment, for leave for Military Family Leave as provided for by [RCW 49.77](#) and in accordance with [Article 19.8](#).
- I. Leave for Domestic Violence as provided for by [RCW 49.76](#).

12.3 Use of Compensatory Time 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 or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave. An employee may be denied the

ability to use compensatory time or vacation leave for sick leave purposes if the employee has documented attendance problems.

12.4 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.

12.5 Sick Leave Reporting and Verification

- A. An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. With supervisor approval, notification may occur by phone, email, or other forms of technology. If the employee is in a position where a relief replacement is necessary, the employee shall notify their supervisor as soon as possible, and must provide at least two (2) hours' notice prior to their scheduled time to report to work (excluding leave taken in accordance with Domestic Violence Leave). The supervisor may engage in a conversation with the employee regarding the potential duration of their absence but will not inquire regarding specific medical information that is protected by law.
- B. If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. The employer will notify the employee of the basis for the suspected abuse. Upon the employee's written request, the Employer will consider removal from medical verification requirement and respond to the request in writing.
- C. An employee returning to work after any sick leave absence may be required to provide written certification 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.
- D. Medical certification or verification required for employees in overtime-eligible positions shall be in accordance with [RCW 49.46.210](#) and [WAC 296-128-660](#) and this agreement.

12.6 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hour 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.

12.7 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) hour basis. For the purposes of this Section, retirement shall 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.

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

12.8 Re-employment

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.

12.9 Carry Forward and Transfer

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.

**ARTICLE 13
SHARED LEAVE**

13.1 The purpose of the shared leave program is to permit state employees to come to the aid of their fellow state employees.

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. Taking parental leave to bond with their newborn, adoptive or foster child;
4. Sick or temporarily disabled because of pregnancy and/or child birth;
5. A victim of domestic violence, sexual assault, or stalking;
6. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition.

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 able to use accrued vacation leave, sick leave, or a personal holiday.
- C. For purposes of the state leave sharing program, the following definitions apply:
1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.
 2. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
 3. Employee’s “relative” is limited to the employee’s spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, sibling, grandparent, parent, or stepparent.
 4. “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.
 5. “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. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the parental leave is used within the first year of the child’s life.
 6. “Pregnancy disability” means a pregnancy-related medical condition or miscarriage.

7. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
8. “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.
9. “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, 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.
10. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
11. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
12. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

13.2 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. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Articles within this contract.
- C. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Articles within this contract.
- D. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsection 13.3(A)(5).
- E. A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 13.3(A)(3).
- F. Donated leave may be transferred from employees of one agency to an employee of 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.

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

A. The receiving employee:

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 leave and/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; or
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, emergency volunteer service, consequence of domestic violence, sexual assault, or stalking, parental leave and/or pregnancy has caused, 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 Subsection 13.3(A)(1). 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 forty (40) hours of sick leave;

2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#), personal holiday, compensatory time, and personal leave day if the employee qualifies under Subsection 13.3(A)(2). The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of vacation leave and forty (40) hours of military leave,
 3. Vacation leave, personal holiday, compensatory time, and personal leave day if the employee qualifies under Subsection 13.3(A)(3), or 13.3(A)(4). The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or
 4. Vacation leave, sick leave, personal holiday, compensatory time, and personal leave day if the employee qualifies under Subsection 13.3(A)(5). The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave.
 5. Vacation leave, sick leave, personal holiday, compensatory time, and personal leave day if the employee qualifies under Subsection 13.3(A)(6) or 13.3(A)(7). The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick 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 vacation leave balances will be prorated.
 - G. Employees may 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.
- 13.4** The agency head or designee 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, except that, 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. Shared leave received under the uniformed service shared leave pool in [RCW 41.04.685](#) is not included in this total. 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.

- 13.5** A. The agency head or designee will require the employee to submit, prior to approval or disapproval:
1. 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 Subsection 13.3(A)(1);
 2. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 13.3(A)(2);
 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3(A)(3);
 4. 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 Subsection 13.3(A)(4).
 5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 13.3(A)(5).
- B. To the extent allowed by law, the agency will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee.
- C. Where possible, the agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.
- 13.6** Any donated leave may only be used by the recipient for the purposes specified in this Article.
- 13.7** 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 the Office of Financial Management policies, regulations and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave required will be coded as shared leave and be maintained separately from all other leave balances.

- 13.8** A. Any shared leave no longer needed or will not be needed at a 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).
- B. Unused leave approved for an employee that suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe in nature may not be returned until the conditions in [RCW 41.04.665](#) (10)(a)(i) or (ii) are met.
- C. 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.
- 13.9** If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the agency head or designee must approve a new shared leave request for the employee.
- 13.10** 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.
- 13.11** The agency will maintain records that contain sufficient information to provide for legislative review.
- 13.12** An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave that they used.

ARTICLE 14

FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY DISABILITY LEAVE, AND WASHINGTON PAID FAMILY MEDICAL LEAVE

14.1 Family and Medical Leave Act of 1993 (FMLA)

- 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 FMLA leave in a twelve (12) month period for 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. FMLA 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. FMLA leave for a qualifying exigency when the employee's spouse, 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 an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may 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 a 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 FMLA 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.

14.2 The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

14.3 The Employer will continue the employee's existing Employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay their share of health care premiums.

- 14.4** The Employer has the authority to designate absences that meet the criteria of the FMLA. 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 an FMLA qualifying event will run concurrently with, not in addition to, the use of the FMLA leave for that event. The use of paid or unpaid leave will be at the employee's option. However, any employee using paid leave for a family medical leave qualifying event must follow the notice requirements relating to family medical leave usage in addition to any notice and certification relating to paid leave.
- 14.5** The Employer will use forms designated by the United States Department of Labor in the administration of FMLA.
- 14.6** The Employer may require certification from the employee's, the family member's, or covered service member's health care provider for the purpose of qualifying for FMLA.
- 14.7** Personal medical leave or serious health condition leave or serious injury or illness leave covered by FMLA 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.
- 14.8** Upon returning to work after the employee's own FMLA qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 14.9** An employee returning from FMLA leave will have return rights in accordance with FMLA.
- 14.10** The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee shall provide such notice as is reasonable and practicable.
- 14.11 Parental Leave**
- A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in [Article 32](#).
- B. Parental leave may, at the employee's option, be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory 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.
- 14.12 Pregnancy Disability Leave**
- 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, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

14.13 Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or Washington state family leave laws.

14.14 Washington Paid Family Medical Leave Program

The parties recognize that the Washington State Family and Medical Leave Program ([RCW 50A](#)) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A, those amendments are considered by the parties to be incorporated herein.

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.

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 Washington Paid Family and Medical Leave Insurance Program, [Title 50A RCW](#). 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. No other authorization or verification will be required to qualify for supplemental leave other than paid family and/or medical leave approval.

ARTICLE 15

SEVERE INCLEMENT WEATHER, NATURAL DISASTER, AND OTHER EMERGENCY CLOSURES LEAVE

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

- A. Non-emergency employees may be released with no loss of pay during the disruption of services.
- B. Eligible, non-emergency employees may be assigned to telework or may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.
- C. At the discretion of the Employer, non-emergency employees may be subject to a temporary layoff consistent with Subsection 36.5 of [Article 36](#), Layoff and Recall, of this Agreement.

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

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

- A. Any earned compensatory time, accrued vacation leave, and/or Personal Holiday.
- B. Accrued sick leave, up to three (3) days in a calendar year, provided the employee has first exhausted all of their accrued leave in Section A immediately above.

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

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

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

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

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

ARTICLE 16

MISCELLANEOUS LEAVE

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

- A. Examinations or interviews for state employment;
- B. To receive assessment from the Employee Assistance Program;
- C. To serve as a member of a jury; or

- D. To appear in court or an administrative hearing, as specifically provided below.
- E. Bereavement leave may be used for a death of any relative that requires the employee's absence from work. Leave for bereavement is limited to ~~three~~ five (35) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), significant other, child, stepchild, grandchild, foster child, custodial child, unborn or miscarried child, child-in-law, grandparent, parent, stepparent, sibling, sibling-in-law, aunt, uncle, niece, nephew, first cousin, and corresponding relatives of employee's spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), ~~or~~ significant other, or any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that the employee depends on for care, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

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

Employees may request use of their accrued compensatory time, vacation time, sick leave, personal holiday, personal leave day, or leave without pay for purposes of loss for individuals who do not qualify for bereavement leave.

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

16.2 Examinations/Interviews

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

16.3 Employee Assistance Program

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

16.4 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 their jury summons.

16.5 Witness/Subpoena

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

- A. Are a party in the matter and are not represented by the Attorney General's Office of the State of Washington; or
- B. Have an economic interest in the matter.

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

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

16.7 Personal Leave Day

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

3. For positions requiring backfill or relief, the release from duty will not cause an increase in agency costs due to the need to provide coverage for the employee's absence.
- C. Personal leave may not be carried over from one (1) fiscal year to the next.
 - 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 19.8](#); or
 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

16.8 WSP – CVEO Work-Required Court Appearances

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

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

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

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

16.9 Vaccination Leave

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

16.10 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 24 hours of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss.

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

ARTICLE 17

DISASTER SERVICES - VOLUNTEER LEAVE

- 17.1** An agency head may grant an employee who is a member of a volunteer emergency response team and is trained in disaster recovery by the American Red Cross or similar relief or disaster recovery organization and whose services are requested in writing by the

organization, paid leave during their scheduled work time for up to ten (10) working days in a calendar year for unpaid volunteer service under the following circumstances:

- A. The Governor has declared that immediate action is needed to preserve public health, protect life, protect public property, or provide relief to a stricken community; or
 - B. Pursuant to [RCW 43.06.010](#), the Governor has proclaimed a state of emergency.
- 17.2** An employee granted Disaster Services Volunteer Leave will not be an employee of the State of Washington for purposes of workers' compensation. In addition, employees will not be entitled to overtime, compensatory time, exchange time, travel reimbursement or per diem while on Disaster Services Volunteer Leave from the State of Washington.
- 17.3** Disaster Services Volunteer Leave not used during the calendar year will expire and cannot be carried over to the next calendar year.
- 17.4** An employee who has been granted Disaster Services Volunteer Leave cannot utilize any state equipment or resources without prior authorization of the agency head.
- 17.5** Decisions regarding the granting or denial of Disaster Services Volunteer Leave is not subject to the grievance procedure in [Article 32](#).

ARTICLE 18

UNIFORMED SERVICE SHARED LEAVE POOL

18.1 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.

18.2 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.

18.3 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.

18.4 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 the 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' Benefit 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.

ARTICLE 19

LEAVE WITHOUT PAY

19.1 Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave ([Article 14](#)).
- B. Compensable work-related injury or illness leave.
- C. Military leave.
- D. Volunteer firefighting leave.
- E. Military family leave.
- F. Domestic violence leave.
- G. Leave for reason of faith or conscience.

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

- A. Conditions applicable for leave with pay.
- B. Educational leave.
- C. Child and elder care emergencies.
- D. Governmental Service Leave.
- E. Seasonal career employment.
- F. Reducing the effects of a layoff ([Article 36](#)).

- G. Union Activities ([Article 31](#)).
- H. Citizen Volunteer or Community Service Leave.
- I. Leave as a reasonable accommodation.
- J. As otherwise provided for in this Agreement.

19.3 Limitations

Leave without pay will be limited to not more than twelve (12) months in any consecutive five (5) year period, except for compensable work-related injury or illness, domestic violence leave, or volunteer firefighting leave, or educational, governmental service, military, or seasonal career employment leaves, or reducing the effects of a layoff.

19.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or 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. The Employer and employee may enter into a written agreement regarding return rights at the commencement of leave.

19.5 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. Leave for a work-related injury, covered by workers' compensation or assault benefits, will not run concurrently with the FMLA. Notwithstanding Subsection 14.3 of [Article 14](#), Family and Medical Leave, the Employer may separate an employee in accordance with [Article 34](#), Reasonable Accommodation and Disability Separation.

19.6 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 state 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.

19.7 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.

19.8 Military Family Leave

Leave without pay will be granted for up to fifteen (15) days, per deployment, to an employee whose spouse or 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. Employees must provide the Employer with five (5) business days' notice after

receipt of official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty.

19.9 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 member for the purpose of domestic violence leave includes child, spouse, 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.

19.10 Educational Leave

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

19.11 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies. Compensatory time or paid leave may also be used for child and elder care emergencies.

19.12 Seasonal Career Employment

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

19.13 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. Employees returning to state service from authorized governmental service leave must apply in the same manner and time limits as persons returning from military leave.

19.14 Citizen Volunteer or Community Service Leave

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

19.15 Unpaid Leave for Reasons of Faith or Conscience

Leave without pay will be granted for a reason 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) workdays per calendar year 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 [WAC 82-56](#) 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 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 domination, church or religious organization.

ARTICLE 20

SAFETY AND HEALTH

- 20.1** The Employer, employee and Union have a significant responsibility for workplace safety.
- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA). Reference: <http://www.lni.wa.gov/>.
 - B. Employees will comply with all safety practices and standards established by the Employer.
 - C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner. The parties recognize the importance of a safe and healthy workplace, and will work together to address incidents involving pandemic diseases in the workplace.
- 20.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and take other safety issues to their safety committee and/or safety officer for review and action, as necessary. The Employer will address reported unsafe working conditions and take appropriate action.
- 20.3** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use.
- 20.4** Each agency will form joint safety committees in accordance with WISHA requirements. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate authority for review and action, as necessary.

20.5 Department of Licensing Health and Safety

DOL will provide annual relevant workplace-specific safety training.

ARTICLE 21

UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. Agencies will continue their current practices regarding the provision and maintenance of required uniforms and footwear.

21.2 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 may be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

21.3 The Department of Transportation will continue to provide an annual clothing/equipment allowance to its avalanche control employees. The allowance will be adjusted yearly in **accordance with the Consumer Price Index for Seattle.**

21.4 The Washington State Patrol (WSP) will provide uniforms and required accessories as determined by the WSP for COA's, CO1's, and CO2's. When working their normal work shift, employees shall have the option of wearing a WSP-provided uniform or personal attire that complies with dress code requirements. Unless otherwise approved, personal attire will not be worn with WSP-provided uniforms.

Well-groomed facial hair is permissible in the workplace for WSP COA's, CO1's, and CO2's except while wearing a WSP-issued uniform.

21.5 WSP CVO and CVEO Take Home Vehicles

The Employer may determine and provide assigned take home vehicles. With exceptions determined by the Employer, CVEO 1s will not be provided assigned take home vehicles. Budget permitting, CVEO 1s assigned to the "interior" roving detachments where their primary responsibility is weighing and inspecting Commercial Motor Vehicles will be provided assigned take home vehicles. (This provision does not apply to CVOs/CVEOs assigned to Ports of Entry or School Bus Inspection Programs.) The Employer will continue to assign take home vehicles to CVEO 2s.

ARTICLE 22

DRUG AND ALCOHOL FREE WORKPLACE

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

22.2 Possession of Alcohol 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 the premises are considered residences.
- B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

22.3 Prescription and Over-the-Counter Medications

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

22.4 Drug and Alcohol Testing – Safety Sensitive Functions

- A. Employees required to have a Commercial Driver’s License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with 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. The testing will be conducted in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms.

22.5 Reasonable Suspicion Testing

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

Examples of specific objective grounds may include:

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

- B. Referral

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

C. Testing

1. When reasonable suspicion exists, employees must submit to alcohol 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, they 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 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 and/or a positive controlled substance test may be subject to disciplinary action, as outlined in [Article 29](#). Discipline, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free workplace rules.

22.6 Training

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

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

22.7 Voluntary Request for Assistance

- A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity during the thirty (30) days following such request to seek assistance from the Employee Assistance Program or other agency-recognized assistance

program. Asking for assistance will not stop an investigation or preclude testing requirement(s) in accordance with Article 22 and Article 25.

B. Assessment and Treatment

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

C. Return to Work

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

D. Release of Information

Employees participating in such treatment will agree to provide the Employer

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

ARTICLE 23

TRAVEL AND PER DIEM

- 23.1** Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and agency policy.
- 23.2 Official Duty Station**
Each bargaining unit employee will be assigned an official duty station. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty-five (35) miles (one-way) in addition to the current commute, the employee may exercise their rights under [Article 36](#), Layoff and Recall.
- 23.3 Continual Travel – Return Rights**
- A. Employees assigned duties requiring continual travel away from their official duty station will be so advised prior to their selection to fill such positions. Employees who are assigned duties requiring continual travel will normally be provided the opportunity to return to the official duty station each week. Travel time for such returns will be considered time worked.
 - B. Employees who are assigned temporary out-of-state assignments will be allowed to return home every three (3) weeks. The cost of such travel will be paid by the Employer.
- 23.4 Illness or Injury During Travel**
Whenever an employee in travel status takes leave due to incapacitation from illness or injury, reimbursement for subsistence and lodging will continue. The Employer will transport the employee to the employee's residence or to a hospital if the employee's continued welfare is in jeopardy.
- 23.5 Holiday – Returns**
When a holiday occurs on Tuesday, Wednesday, or Thursday, employees on temporary duty overnight may elect to remain at the temporary workstation and receive per diem. If the employee elects to return home for the holiday, travel to and from will be work time not to exceed two (2) hours outside a single work shift. In this event, the Employer will provide transportation.

23.6 Use of Vehicles

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

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

ARTICLE 24 COMMUTE TRIP REDUCTION AND PARKING

24.1 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.

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

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

24.4 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, 2005**.

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

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

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

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

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

ARTICLE 25

LICENSURE, CERTIFICATION, AND QUALIFICATIONS

- 25.1** The Employer and the Union recognize the necessity for employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position and to meet the qualifications of their position.
- 25.2** Agencies will continue their agency policy and/or practices related to licensure and certification.
- 25.3** Employees will notify their Appointing Authority or designee if their work related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift.
- 25.4** If the possession of a valid driver license and operating a motor vehicle is an essential function for the employee's position, the employee will, prior to their next scheduled shift, notify their supervisor of any driving citations involving controlled substances or alcohol.
- 25.5** Employees who fail to maintain appropriate licensure and/or certification to perform the duties of their assigned position and/or to meet the qualifications of their position may be subject to a non-disciplinary separation. All reasonable efforts will be made by the employee and Employer to avoid separation under this provision.
- 25.6 Professional Engineer Licensure**
The parties recognize the value that professional licensure brings to employees and WSDOT in their career advancement and wish to incentivize Transportation Engineer 2s (TE2) and Transportation Engineer 3s (TE3) to achieve their professional licensure and promote into the senior-level series.
- TE2s and TE3s will receive a one-time lump sum payment of five-thousand dollars (\$5,000.00) when they obtain their Washington State Professional Engineer (PE) license on or after July 1, 2023 under the following conditions:
- A. PE licensure shall not be a requirement of the job classification the employee is assigned to.
 - B. Employees are required to provide WSDOT with evidence of completion of the PE license in order to receive the lump sum payment and before the payment is made.

- C. Employees who accept the lump sum payment are required to remain employed with WSDOT for at least two (2) years from the date they receive the lump sum payment.
- D. Employees who do not remain employed with WSDOT as required above will have deducted from their final pay check, the amount equal to the lump sum payment.
- E. WSDOT may pursue alternative methods to collect the funds from the employee in accordance with [RCW 49.48.210](#).

ARTICLE 26

AGENCY POLICIES

- 26.1** All Employer written personnel policies, rules, procedures, regulation manuals, including departmental and divisional directives and procedures pertaining to employees represented by the Union, will be made available to staff representatives and employees. The Employer will provide advance notification to the Union of substantive changes to the above documents.
- 26.2** The Employer agrees, prior to making any change in written agency policy that is a mandatory subject of bargaining, to notify the Union in writing as per [Article 38](#), Mandatory Subjects.

ARTICLE 27

PERSONNEL FILES

- 27.1** There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. An employee may examine their own personnel and supervisory files. All references to “supervisory file” in this Agreement refer to a file kept by the employee’s first-line supervisor. Written authorization from the employee is required before any representative of the employee will be granted access to the personnel file. Review of the personnel file will be in the presence of a human resource representative during business hours. An employee will not be required to take leave to review their personnel file. 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 they consider objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. Nothing will preclude the maintenance of all lawful files and records as needed by the Employer.
- 27.2** Employees may insert a reasonable amount of job-related material in their personnel file that reflects favorably on their job performance.
- 27.3** Adverse material or information related to alleged misconduct that is determined to be false, and all such information in situations where the employee has been fully exonerated of wrongdoing, will be promptly removed from the official personnel file. The Employer may retain this information in a legal defense file and it will only be released or used when

required by a regulatory agency (acting in their regulatory capacity) in the defense of an appeal or legal action, or as otherwise required by law. If the agency is required to release such materials under a Public Disclosure Request, the employee will be notified prior to the agency release of such information.

- 27.4** When documents in an employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public disclosure request, the Employer will provide the employee notice of the request at least seven (7) calendar days in advance of the intended release date. If the Employer receives a public disclosure request for personal information for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.
- 27.5** Employees will be provided a copy of all adverse material at the time the materials are included in the personnel file.
- 27.6** Medical files will be kept separate and confidential in accordance with state and federal law.
- 27.7** Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise.

ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

- 28.1** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in [RCW 42.52](#), or are detrimental to the employee's work performance or the program of the agency.
- 28.2** **All Employees (excluding the Washington State Patrol)**
When any arrest or court-imposed sanction or condition affects an employee's ability to perform their assigned duties, the employee will inform the Appointing Authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.
- 28.3** Washington State Patrol (WSP) employees will continue to abide by WSP regulations relating to off-duty conduct.
- 28.4** Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided and allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

ARTICLE 29

DISCIPLINE

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

- 29.2** Discipline includes oral and written reprimands, reductions in [base](#) pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

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

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 and cooperate with the investigation, and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

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

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

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

29.6 Removal of Documents

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

1. Circumstances do not warrant a longer retention period; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:
1. Circumstances do not warrant a longer retention period; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.
- C. The Employer will provide a written response to the employee request in Sections A and B above.
- D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- E. Any disciplinary action that meets the criteria in Sections A and B above will not be used as evidence to support additional discipline.

29.7 WSP Non-Investigative Matters

The parties are committed to resolving disciplinary matters involving WSP bargaining unit employees in a manner that is expeditious, fair, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal.

This section does not apply to DataQ submissions; therefore, DataQ's will not trigger the NIM process.

ARTICLE 30 PRESUMPTION OF RESIGNATION

30.1 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 work days, the employee is presumed to have resigned from their position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at their contact phone number and any emergency contacts on file with the Employer.

30.2 Notice of Separation

When an employee's resignation is presumed in accordance with Section 30.1 above, 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. Such notice will include information regarding eligibility for continuation of medical benefits.

30.3 Petition for Reinstatement

An employee who has received a separation notice in accordance with Section 30.2, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

30.4 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

ARTICLE 31 UNION ACTIVITIES

31.1 Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

31.2 Staff Representatives

- A. The Union will provide the Employer with a written list of staff representatives and the 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 may have access to the Employer's offices or facilities in non-work areas, as 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. The staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

31.3 Union Stewards

- A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction within the bargaining unit for which they are responsible. 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 provided reasonable time during their normal working hours to investigate and process grievances in accordance with [Article 32](#), Grievance Procedure. In addition, union stewards will be released during their normal working

hours to prepare for and attend meetings scheduled by management which are located within the steward's office, facility, or geographic jurisdictional area for the following representational activities:

1. Management-scheduled investigatory interviews and pre disciplinary meetings, in accordance with [Article 29](#), Discipline, and/or
2. Fifteen (15) minutes to orient new employees at their work site.
3. Management-scheduled informal grievance resolution meetings, grievance meetings, mediation sessions and arbitration hearings in accordance with [Article 32](#), Grievance Procedure.
4. Meetings with an employee or union staff to discuss a potential grievance.
5. At the request of an employee, where they have a right to representation in accordance with [Article 31.1](#).

The union steward will obtain approval from their supervisor before attending any meeting during the steward's working hours. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward'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 and no overtime will be authorized. 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 not continue to release the employee and the Union will be notified immediately.
- D. The Union will be allowed to make up to a thirty (30) minute presentation at DOL/WSP in-service training(s).

31.4 Employees

- A. With prior approval from their supervisor, an employee will be provided reasonable time during their normal working hours to attend:
 1. Informal grievance resolution meetings, grievance meetings, mediation sessions and arbitration hearings scheduled by the Employer in accordance with [Article 32](#), Grievance Procedure.
 2. Meetings with a union steward and/or staff representative to discuss a potential grievance.

- B. An employee will be provided work time to attend an investigatory interview and/or pre-disciplinary meeting scheduled by the Employer in accordance with [Article 29](#), Discipline.
- C. An employee must obtain prior approval from their supervisor in order to attend a meeting or hearing. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site unless authorized by the agency.
- D. For WSP CVEO/CVO
In the event an employee is involved in the use of force, the Employer will attempt to contact a union representative and inform them that a use of force incident has occurred, the name of the involved employee, and the location of the incident. A supervisor at the scene will allow the employee to use Agency equipment to consult with a union representative. Employees involved in the use of force will be allowed to consult with a union representative prior to being asked to give an oral or written statement about the use of force. Such right to consult with a representative will not unduly delay the giving of the oral or written statement or prevent the Employer from obtaining critical information regarding the status of the incident, e.g. suspect(s) still at large or the location of critical evidence.

31.5 Use of State Facilities, Resources and Equipment

- A. Meeting Space, Facilities, and Equipment
The Employer's offices, facilities, and equipment may be used by the Union to hold meetings, subject to the Agency's policy, availability of the space and with prior authorization of 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, except as provided for in this Agreement. This does not preclude the use of the telephone for representational activities seeking a representative if there is little or no cost to the Employer and the call does not disrupt or distract from agency business. With prior authorization of the Employer, State-issued computers and hot spots may be used in lieu of physical meeting space.
- 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. However, such resources may be used to request union representation and for the administration of this Agreement when 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; and
6. Not compromise the security or integrity of state information or software.

The Union and its shop 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. Communication that occurs over state owned/operated equipment is the property of the Employer and may be subject to public disclosure.

31.6 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 ethic laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

The Employer is in agreement to extend all of the rights afforded under this Article via electronic means. For this purpose, the Union may submit informational fliers to the agency HR department's designated point of contact (POC) up to twice per month for distribution to represented employees by the agency via the state e-mail system. The Union will provide the HR POC with a minimum of three (3) business days' notice to distribute the flyer. Employees may use state issued computers and hot spots in lieu of a physical workspace for the purpose of receiving and reviewing this information.

31.7 Time Off for Union Activities

- A. Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, exchange time, personal holiday or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

The Union will give the Employer a written list of the names of the employees it is requesting attend the above-listed activities, at least fourteen (14) calendar days prior to the activity.

31.8 Access to New Employees

Within ninety (90) days of a new employee's start date, the Employer will provide the Union access to the employee's regular worksite, for no less than thirty (30) minutes during the employee's regular work hours, to present information about the Union and this Agreement. This presentation may occur during a new employee orientation provided by the Employer or at another time and location mutually agreed to by the Employer and the Union. No employee will be required to attend the presentation given by the Union.

The agencies will provide a minimum of seven (7) calendar days' notice of any New Employee Orientations (NEOs) to the Union in an e-mail that will include the new employees' name, appointment date, mailing address, and if available at the time of the notice, the work location, work phone number(s) and work e-mail addresses.

31.9 All New Employee Orientation

When agencies provide group orientation to employees, they will provide new employees with a calendar invite that contains the time and location of the union's scheduled thirty (30) minute orientation to occur during worktime and as part of the agencies' orientation schedule. The agency will work with the union to identify a time slot as part of the group orientation. The agency will forward the calendar invite to the designated union representative.

WSP Only

The Union shall be provided access to new employees within ninety (90) days of the employee's start date. The Employer will provide the employee with information about the new employee orientation electronically, as well as a link to the electronic orientation.

31.10 Virtual New Employee Orientation

When agencies provide individual or group orientation to employees via electronic platforms, they will provide new employees with a calendar invite that contains a secure link to the union's scheduled thirty (30) minute orientation to occur during worktime and as part of the agency's orientation schedule. The agency will work with the union to identify a time slot as part of the group orientation. The agency will forward the calendar invite to the designated union representative. Employees may use state-issued computers and hot spots in lieu of a physical workspace for the purpose of attending the new employee orientation.

ARTICLE 32 GRIEVANCE PROCEDURE

- 32.1** The purpose of this Article is to provide for an orderly method of resolving disputes over the provisions of this Agreement. The Union and Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity, informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes and to engage in problem resolution. If such an informal manner cannot resolve the dispute, this Article provides a formal process for problem resolution.

32.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a misapplication, misinterpretation, or violation of 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. In the event the grievance encompasses a group of employees and the Union does not readily know the names of the employees at the time of filing, the Union will provide the names of the employees by the Step 2 meeting of the grievance procedure.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. 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 parties will abide by the timelines unless an extension of time is agreed to 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 be filed on a Grievance Form and must include the following information or it will not be processed:

1. The nature of the grievance;
2. The facts upon which the grievance is based;
3. The specific Article and Section of the Agreement violated;
4. The specific remedy requested;
5. The name of the grievant; and
6. The name and signature of the union steward or staff 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

Union stewards will be provided a reasonable amount of time during their normal working hours to investigate and process grievances through the agency head step of the grievance procedure within the union steward's office, facility, or geographic jurisdiction within their bargaining unit.

Grievants will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance and to prepare for meetings with the Employer. The grievant will obtain approval from their supervisor before attending a meeting. Notification will include the approximate amount of time the grievant 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 grievant's non-work hours will not be considered as time worked and no overtime will be authorized. Grievants may not use state vehicles to travel to and from a work site in order to prepare or process a grievance, unless authorized by the agency.

Grievants and union stewards will suffer no loss in pay for attending meetings with the Employer that are scheduled during their work time. Such meetings include attending informal dispute resolution meetings, grievance meetings, alternative dispute resolution sessions to resolve a potential grievance, the meetings required at each step of the grievance process and arbitration hearings.

Grievants and union stewards will not be paid for the meetings with the Employer specified above which are held outside their normal working hours. However, employee-requested schedule changes will be approved to accommodate grievance meetings with the Employer and arbitration hearings.

K. Group Grievances

No more than five (5) grievants will be permitted to attend a single grievance meeting, through arbitration.

L. Consolidation

The parties may agree to consolidate grievances arising out of the same set of facts.

M. 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.

- N. Discipline
Disciplinary grievances will be initiated at the level at which the disputed action was taken.
- O. Grievance Files
Written grievances and responses will be maintained separately from the personnel files of the employees.
- P. 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.

32.3 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 steward present.

Even when informal discussions occur, the written grievance must be filed no later than the twenty-one (21) days described above, unless the parties agree in writing to extend the timelines.

- B. Processing
Step 1: Responsible Supervisor or Manager
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 agency's Human Resources Office, within the twenty-one (21) day period described above. The Employer will designate a responsible supervisor or manager who 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 grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Note: The Department of Transportation (DOT) will bypass Step 1.

Step 2: Appointing Authority or Designee

For the Department of Licensing and Washington State Patrol: If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing the written grievance, with the Appointing Authority, with a copy to the agency's Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision.

For WSDOT: If the issue is not resolved informally, the Union may file a written grievance with the employee's Appointing Authority with a copy to the agency's Human Resources Office within the twenty-one (21) day period described in [Article 32.3\(A\)](#).

In either case, the Appointing Authority 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 appeal and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3: Agency Head or Designee

If the grievance is not resolved at Step 2, the Union may request a Step 3 meeting by filing with the agency head, with a copy to the agency's Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. 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 appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

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

Step 4: Mediation or Pre-Arbitration Review Meetings (PARM)

1. Disciplinary and Disability Separation Grievances

If the grievance is not resolved at Step 3, the Union may file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with [WAC 391-55-020](#), with a copy to the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and the agency's Human Resources Office within fifteen (15) days of receipt of the Step 3 decision. In addition to all other filing requirements, the request for mediation must also include a copy of the grievance and all previous responses.

2. Non-Disciplinary Grievances

If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance with the Section Chief of the OFM State Human Resources Labor Relations Section (LRS), with a copy to the agency's Human Resources Office, within fifteen (15) days of receipt of the Step 3 decision. Within fifteen (15) days of the receipt of the arbitration demand, the OFM/SHR/LRS will either:

- a. Notify the Union in writing that a pre-arbitration review meeting will be scheduled with the LRS Section Chief or designee, agency representative(s), Union's staff representative(s) and grievant to review and attempt to settle the dispute; or

- b. Notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Step 5: Arbitration

If the grievance is not resolved at Step 4, or the LRS Section Chief or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) or PERC within thirty (30) days of the mediation session, pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

The parties will select an arbitrator by mutual agreement or by alternately striking names and will follow the Labor Arbitration Rules of the AAA or PERC rules unless they agree otherwise in writing.

D. 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.
 - d. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement.
 - e. Not have the authority to order the Employer to modify their staffing levels or to direct staff to work overtime.
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.

E. 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 half 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, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if they appear during their work time, providing the testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel and per diem expenses for its witnesses, the grievant and union steward.
- F. Grievances filed during the term of the 2019-2021 Agreement will be processed to completion in accordance with the provisions of the 2019-2021 Agreement.

ARTICLE 33

EMPLOYEE ASSISTANCE PROGRAM

- 33.1** The Department of Enterprise Services is responsible for the employee assistance program. Individual employees' participation in the employee assistance program and all individually identifiable information gathered in the process of conducting the program shall be held in strict confidence; except the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:
- A. Whether or not the referred employee made an appointment;
 - B. The date and time the employee arrived and departed;
 - C. Whether the employee agreed to follow the advice of counselors; and
 - D. Whether further appointments were scheduled.
- 33.2** Participation or non-participation by any employee in the employee assistance program shall not be a factor in any decision affecting an employee's job security, promotional

opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

ARTICLE 34

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 34.1** 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.
- 34.2** A. An employee who believes that they have 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 Employer.
- B. When the Employer receives such request or an inquiry from an employee regarding reasonable accommodation, the Agency's Human Resources Department will provide an explanation of the reasonable accommodation process, including disability separation, [employee's rights for representation and an informational flyer provided by the Union and ~~as well~~](#) as a copy of the agency policy to the employee. This subsection is not subject to the grievance procedure as outlined in [Article 32](#).
- 34.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential.
- 34.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodation in alternative positions. During the formal reassignment process for a permanent accommodation, the Employer will consider positions statewide based upon the employee's geographic availability. For temporary accommodations, the Employer may look outside the employee's specific work organization and work location in determining whether a temporary accommodation is available.
- 34.5** 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. 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 can require an employee to obtain a medical examination at the agency's expense, 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.

- 34.6** The agency will provide at least seven (7) calendar days' notice to the employee prior to separation 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. The disability separation notice will include information on how to reapply for employment.
- 34.7 Re-Employment by Former Agency**
Employers must provide special re-employment assistance to separated former permanent status classified employees of the Employer for two (2) years following separation due to disability.
- 34.8** An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request for re-employment in accordance with [WAC 357-46-090](#) through 105 and has met the re-employment requirements of [WAC 357-19-475](#).
- 34.9** Disability separation is not a disciplinary action. An employee who has been separated because of a disability may grieve their disability separation in accordance with [Article 32](#), Grievance Procedure, unless the separation was at the employee's request.

ARTICLE 35

SENIORITY

35.1 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. Actual hours worked includes all regular and overtime hours worked, and all paid holiday and leave hours, and excludes compensatory time off. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:
1. Military leave or United States Public Health Service leave;
 2. Compensable work-related injury or illness leave;
 3. Governmental service leave and leave to enter the Peace Corps, not to exceed twenty-seven (27) months;
 4. Educational leave, contingent upon successful completion of the coursework; and/or
 5. Reducing the effects of layoff; and/or

6. Leave authorized by a governor's proclamation directly related to health and safety.

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 in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with [Article 36.5](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff, and are re-employed within three (3) years of their separation date, will not be considered to have a break in service. For purposes of calculating actual hours worked for part-time or on-call employees, forty (40) hours will equal seven (7) days of seniority.

- B. As provided for in RCW [41.06.133](#)(1)(m), for the purposes of layoff, 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 domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#).
- C. When an agreement is reached between the employer and an employee to have the employee move from full-time, part-time or on call, the employee will not suffer a break in service.

35.2 Ties

If two (2) or more employees have the same unbroken state service 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; and
- C. By lot.

35.3 Seniority List

The Employer will prepare and post a seniority list. The list will be posted annually for the purpose of informing employees of possible changes to their seniority date. The list will contain each employee's name, job classification and seniority date as established under [Subsection 35.1](#)(A). Employees who may have seniority credit accrued under Subsection 35.1(B) will be denoted by an asterisk next to their seniority date and will be expected to contact the Human Resources Office in order to confirm the amount of credit. Agencies will notify their employees when the list is posted. Employees will have twenty-one (21) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

ARTICLE 36 LAYOFF AND RECALL

- 36.1** Layoff is an Employer-initiated action, taken in accordance with Section 36.2 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.

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

36.2 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.

36.3 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 upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the internal layoff list for the job classifications in which they held permanent status and/or participate in the General Government Transition Pool program.

36.4 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.

36.5 Temporary Layoff – Employer Option

- A. The Employer may temporarily lay off an employee for up to twenty-five (25) calendar days per biennium due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The Employer will not use a temporary layoff for disciplinary purposes. WSDOT will pursue the assignment of other regional work to affected employees prior to a temporary layoff for lack of work.
- B. An employee 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.
- C. A temporary layoff will not affect an employee's periodic increment date, will not constitute a break in service as defined by [Article 35.1\(A\)](#) and the employee will continue to accrue vacation and sick leave credit at their normal rate.

36.6 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.

36.7 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in [Article 35](#), Seniority, among the group of employees with the required skills and abilities. Skills and abilities for layoff purposes are documented qualifications that have been identified at least three (3) months prior to the layoff and require a reasonable period to acquire, as determined by the Employer. The Employer may require updated information from the employee regarding their current skills and abilities. Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:
 - 1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
 - 2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current job classification.
 - 3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

- B. 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.
- C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the classification series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position.
- D. For employees who have transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:
 - 1.
 - a. A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.
 - b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
 - 2.
 - a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
 - b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family an level for which the employee has the skills and abilities.
 - 3. A funded 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 a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.

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

36.8 Informal Options

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

36.9 Notification to Employees with Permanent Status

- A. Except for temporary layoffs as provided in [Subsection 36.5](#), 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 will be provided with a copy of the notice.
- B. Except for temporary layoffs as provided in [Subsection 36.5](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid their salary for the days that they 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 Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

36.10 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 base salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position
An employee who bumps to another position with a lower salary range 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 an Internal Layoff List
 - 1. Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off will be paid at the same range and step that they were compensated when laid off, plus any across the board adjustments that occurred during the time they were laid off.
 - 2. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off will be paid at the same range and step that they were receiving at the time they were laid off, provided it is within the salary range of the new position plus any across the board adjustments that occurred during the time they were laid off. 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.

36.11 Transition Review Period

- A. The Employer will 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 they have:
 - 1. Not held permanent status,
 - 2. Been appointed from the General Government Transition Pool Program, or
 - 3. Been appointed from an internal layoff list.
- B. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will not be subject to the grievance procedure in [Article 32](#).

36.12 Recall

- A. The Employer will maintain an internal layoff list for each job classification. Permanent employees who are laid off (including employees who accept an option to a lower classification under [Section 36.7](#)) may request to have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for all other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for three (3) years from the effective date of their layoff [or until the provisions of subsection 36.12B become applicable](#).
- B. When a vacancy occurs within an agency and when there are names on an internal layoff list, 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. An employee will remain on the internal layoff lists for other job classifications in which they have held permanent status even if they are recalled to a lower classification. An employee will be removed from the layoff list for a classification if they are certified from the list and waives the appointment to a position two (2) times.
- C. When the employee has accepted an option beyond a commuting distance of thirty (30) miles in lieu of separation or due to recall from layoff, the employee may request their name remain on the internal layoff list for job classifications in which the employee held permanent status with their previous work location, to assist the employee to return to their previous work location.

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

36.13 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. When a vacancy occurs within an agency, the Employer may 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.

36.14 Project Employment

- A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in [Section 36.7](#), above.
- B. Permanent status employees, who left regular classified positions to accept project employment without a break in service, have layoff rights within the agency in which they held permanent status to the permanent job classification they held immediately prior to accepting project employment.
- 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.

36.15 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 Subsection C below. 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 36.7, above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal internal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.
- C. The layoff unit for Department of Transportation seasonal employees is the county in which the seasonal employee's official duty station is located.

ARTICLE 37

MANAGEMENT RIGHTS

- 37.1** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be 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.

- 37.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. In addition, the Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 38

MANDATORY SUBJECTS

- 38.1** 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 proposed changes in writing citing this Article and the Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The written notice requesting bargaining should include known impacts to be bargained and dates of availability. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further discussions and/or negotiations. 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.

- 38.2** 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.

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

38.4 Contracting Out

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

1. A description of the work being contracted.
2. Any available information that may help the Union understand WSDOT's need for contracting.
3. The estimated length and estimated amount of the contract, if known.
4. A selection of dates and times WSDOT is available to meet with the Union.

Consistent with both the Personnel System Reform Act of 2002 and the Construction Program Business Plan (CPBP) mandated by the Legislature in 2015, WSDOT and PROTEC17 agree that it is in the best interest of the agency to maintain a core workforce as outlined in the CPBP. WSDOT will make reasonable but ambitious steps to recruit, train, and develop new and current employees to ensure efficient and equitable succession planning and project delivery. WSDOT will meet regularly with PROTEC17 to discuss progress being made to fulfill the goals outlined in the CPBP.

ARTICLE 39

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

39.1 Purpose

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

The Employer and the Union will meet quarterly – unless mutually agreed otherwise – via LMCC as described in Sections 39.1 and 39.2.

39.2 Committees

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

A. Composition

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

B. Participation

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

C. Meetings

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

D. Scope of Authority

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

E. Public Disclosure Requests

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

39.3 ~~2019-2025-2021-2027~~ Master Agreement Negotiations

A. Release Time

The Employer will provide up to sixty-four (64) person-days of paid leave for formal negotiations for union team members who are scheduled to work on the day negotiations are being conducted. After sixty-four (64) person days of formal negotiations, the Union may request the parties meet and discuss additional paid release time for union team members. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay, or, at the discretion of their supervisor, an employee may be allowed to adjust their work hours for all remaining formal negotiation sessions and for all travel to and from the sessions for union members, provided the absence of the employee for negotiations does not create significant and unusual coverage issues. Per diem and travel expenses will be paid by Local 17 for union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

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

C. Public Disclosure Requests

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

39.4 Demand to Bargain – Release Time and Travel

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

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

- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.
- C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.
- D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

~~**39.5 Labor Management Communications Committee WSDOT**~~

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

ARTICLE 40

UNION MEMBERSHIP AND PAYROLL DEDUCTION

40.1 Notification to Employees

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

40.2 Union Membership and Dues Deduction

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

40.3 Voluntary Deductions

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

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

40.4 Revocation

- A. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union. The cancellation will become effective upon the Employer's receipt of the revocation from the Union no later than the second payroll after receipt of the notice.
- B. Upon promotion or transfer to a position outside the bargaining unit, the Employer agrees to stop deducting dues from the employee's paycheck. This shall be effective the second paycheck after the promotion or transfer, but no later than the third paycheck after the promotion or transfer.

40.5 Indemnification

The Union and employees agree 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 and all issues related to the deduction of dues or fees.

40.6 Bargaining Unit Lists

- A. By August 1st of each calendar year, the Employer will provide the Union with a list of all employees in the bargaining units coded for Local 17 dues deductions within Local 17 job classifications (Appendix A). The list may be written or sent electronically and will contain the personnel area title, employee's name, employee's address, job classification title, personnel number, organizational code and work county, union deduction code, work contract type, employee group, personnel sub-area title, work phone number (if available), work e-mail address (if available), and physical work location. The report will also include dues deduction amount, dues deduction start date and dues deduction end date.
- B. Twice per month, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or moved out of the bargaining units. The list may be written or sent electronically and will contain the personnel area title, personnel number, employee's name, employee's address, job classification title, organizational code and work county, personnel sub-area title work phone number (if available), work e-mail address (if available), physical work location, effective date of the action, action type code and description, action reason and description, and union deduction code.
- C. Upon request, the Employer will provide reports listing all bargaining unit members including classification, employee's name, employee's address, organizational code, work county, work contract type, employee group, work phone number (if available), work e-mail address (if available), physical work location and any other information necessary to determine non-permanent appointment status.
- D. In addition to the annual and quarterly reports provided in Subsection 40.6 A and B, the Employer and/or covered agencies will provide the Union with a document listing the numeric codes used in the reports along with their associated meanings.

The Employer and/or covered agencies will provide the Union with updates of this document whenever changes or revisions to the document are made.

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

ARTICLE 41

CLASSIFICATION

41.1 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. 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 allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

41.2 Position Review

An individual employee who believes that their position is improperly classified may request a review according to the following procedure:

- A. The employee will complete and sign the appropriate form and will send a copy of the request directly to the local Human Resources Office to be date-stamped.
- B. The local Human Resources Office will review the completed form in conjunction with the employee's supervisor and make a decision regarding appropriate classification. The Human Resources Office will respond to the employee and the employee's immediate supervisor within ninety (90) calendar days of receipt of the properly completed form. If an allocation determination is not made within the ninety (90) calendar days the employee will be provided with a status report detailing specific reasons why the determination has not been completed.
- C. In the event the employee disagrees with the reallocation decision of the agency, they may appeal the agency's decision to the Director of OFM State Human Resources within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of OFM State Human Resources will then make a written determination which will be provided to the employee.
- D. The Employer or the employee may appeal the determination of the Director of OFM State Human Resources to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of OFM State Human Resources. The Board will render a decision which will be final and binding.

- E. Employees will suffer no loss in pay for attending allocation appeal hearings that are scheduled during their work time. Employees will not be paid for attendance at hearings that are held outside their normal working hours; however, employee-requested schedule changes will be approved, if necessary. The Employer is not responsible for paying the employee's travel and per diem expenses for attending allocation appeal hearings.
- F. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the local Human Resources Office. The local Human Resources Office will not act upon the request until the signed copy is received from the employee's supervisor.

41.3 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 six (6) months and has the skills and abilities required of the position, the employee will remain in the position and retain their 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 six (6) months, the Employer must give the employee the opportunity to compete for the position if they possess 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 36](#), Layoff and Recall, of this Agreement will apply. If the employee is appointed to the position, they must serve a trial service period.

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

- 1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain their existing appointment status.
- 2. If the employee does not have the skills and abilities required of the position, the layoff procedure specified in [Article 36](#), Layoff and Recall, of this Agreement will apply.

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

- 1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain their existing appointment status and has the right to be placed on the agency's internal layoff list for the classification occupied prior to the reallocation.
- 2. If the employee chooses to vacate the position or does not have the skills and abilities required of the position, the layoff procedure specified in [Article 36](#), Layoff and Recall, of this Agreement will apply.

41.4 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. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary 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 provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

41.5 Decisions regarding appropriate classification will not be subject to the grievance procedure specified in Article 32 of this Agreement.

ARTICLE 42

COMPENSATION

42.1 Pay Range Assignments

- A. Effective July 1, ~~2023~~2025, each classification represented by the Union will continue to be assigned to the same salary range of the "General Service Salary Schedule Effective January 1, ~~2023~~2025, through June 30, ~~2025~~2027," that it was assigned on June 30, ~~2023~~2025. Effective July 1, ~~2025~~2027, each employee will continue to be assigned to the same range and step of the State Salary Schedule that they were assigned on June 30, ~~2023~~2025.
- B. 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.
- C. Effective July 1, ~~2023~~2025, all ranges and steps of the General Service Salary Schedule will be increased by ~~four~~three percent (~~4~~3%) as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2023~~2025.
- D. Effective: July 1, ~~2024~~2026, all salary ranges and steps of the General Service Salary Schedule will be increased by ~~three~~two percent (~~3~~2%), as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2024~~2026.

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

42.2 “SP” Pay Range Assignments

- A. Effective July 1, ~~2023~~2025, each classification represented by the Union will continue to be assigned to the same salary range of the “SP” Range Salary Schedule – Effective January 1, ~~2023~~2025, through June 30, ~~2023~~2027, that it was assigned on June 30, ~~2023~~2025. Effective July 1, ~~2023~~2025, each employee will continue to be assigned to the same range and step of the “SP” Range Salary Schedule that they were assigned on June 30, 2023.
- B. 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.
- C. Effective July 1, ~~2023~~2025, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by ~~four~~ three percent (~~4~~3%) as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2023~~2025.
- D. Effective July 1, ~~2024~~2026, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by ~~three~~ two percent (~~3~~2%), as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, ~~2024~~2026.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C or D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.3 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 fifteen (15) calendar days to a higher level classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. 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 fifteen (15) calendar days to a higher level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to ten

percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

- C. Licensing Services Representatives Temporary Assignment of Supervisory Duties
When an employee is assigned to perform all of the supervisory duties of an LSR3 or LSR4 for ~~six~~ four (64) hours or more during the work shift, the employee will be compensated at the appropriate supervisory rate for the work shift(s) worked. Where possible, such appointments will be rotated among qualified LSR2 employees. This does not preclude LSR2s from performing supervisory functions in a training mode for career development purposes.
- D. WSP Only
When an employee is assigned to perform the full scope of duties and responsibilities of a higher level classification for more than seven (7) calendar days, the employee will be compensated at the applicable step and range of that classification.

42.4 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 State Salary Schedules as described in Compensation Appendices A, B, C and D, attached.
- B. In the event the Employer creates new classifications during the term of this Agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

42.5 Periodic Increases

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

- A. For an employee hired prior to July 1 2005, the employee's periodic increment date as of June 30, 2005, is retained. 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 on or after July 1, 2005, 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 on or after July 1, 2005, 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 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 paragraphs A-C above.
- E. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

42.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. 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 salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class which is nearest to ten percent (10%) higher than the amount of the pre-promotional step. 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.

42.7 Salary Increases to Enhance Recruitment or Address Retention

- A. 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 greater than step M of the range.
- B. Additional Premiums and Lump Sum Recruitment or Retention Payments
An employee may not receive more than fifteen percent of their annual base salary over a twelve (12) month period under the provisions of this subsection B.
 - 1. Within resources available for this purpose, the employer, at its sole discretion, may authorize a premium of up to fifteen percent (15%) added to the base salary to support the recruitment or retention of the incumbent or candidate for a specific position.
 - 2. Within resources available for this purpose, the employer, at its sole discretion, may authorize a lump sum recruitment or retention payment. In

advance of authorizing a lump sum recruitment or retention payment, the employer must establish express conditions in writing for the payment. The conditions must include a specified period of employment or continued employment. Any lump sum payment under this subsection must only be made after services have been rendered in accordance with conditions established by the employer and become part of the employee's annual compensation for work performed prior to receipt of any funds.

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

42.8 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum 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.

42.9 Transfer

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

42.10 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one (1) 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.

42.11 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 of the employee will be set at the range and step the employee would be at if they had not left the original position, including any periodic increases or other adjustments.

42.12 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 [Section 42.6](#), above.

42.13 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 be paid the appropriate hourly rate for all hours worked.

42.14 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible shift employees, overtime-eligible engineering employees, LSRs, and employees in all overtime-eligible CVD classifications 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 or may be taken as compensatory time at the discretion of the employee. 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 Days 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 on standby is not entitled to callback penalty pay if required to return to work after departing the worksite or change the starting time of their next scheduled work shift.

D. Emergency Schedule Changes - Department of Transportation

If the Employer makes an emergency schedule change as defined in [Article 6.3](#), Hours of Work, the affected employee will receive a penalty payment of three (3)

hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.15 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) per hour will be paid to full-time employees under the following circumstances:
1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, 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.
 - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 3. 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.
- C. 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.
 2. For assigned full evening or night shifts, as defined in Subsection (B)(2), above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that 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)(2) of this Section were applied.

- E. 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.”
- F. 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.

42.16 Standby

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

42.17 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 that 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 to the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.18 Salary Overpayment Recovery

- 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
1. The employee must choose one (1) of the following options for paying back the overpayment:
 - a. Voluntary wage deduction;
 - b. Cash; or
 - c. Check.
 2. 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.
 3. 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.
 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- C. Appeal Rights
- Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 32](#) of this Agreement.

42.19 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. An 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 have the letters “AP” appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices C and D to this Agreement.

42.20 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.

42.21 Pretax Health Care Premiums

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

42.22 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 law or regulation. Employees may participate to the maximum amount allowable by federal law.

42.23 Voluntary Separation Incentives – 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 ~~2023~~2025-2025-2027 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.

42.24 Premium Pay

Employees assigned to a permanent duty station in King County will receive five percent (5%) 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.

ARTICLE 43

HEALTH CARE BENEFITS

*This [MOU](#) is included as an attachment to this Article.

- 43.1** A. For the ~~2023~~[2025](#)~~-2025-~~[2027](#) biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
 2. To comply with or manage the impacts of federal mandates.
- [C.](#) Value-based benefits designs will:
1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
 2. Use clinical evidence; and
 3. Be the decision of the PEB Board.
- ~~€D.~~ Article 43.1 (B) [and \(C\)](#) will expire June 30, 2025.
- 43.2** ~~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.~~
- 43.3** **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.

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

43.5 ~~Medical~~ Flexible Spending Arrangement

- A. During January ~~2024~~2026 and again in January ~~2025~~2027, the Employer will make available ~~two-three~~ hundred ~~fifty~~ dollars (\$~~250~~300.00-00) 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 43.5(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 dollars (\$60,000)~~ [sixty-eight thousand and four dollars](#), 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 44

STRIKES

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

ARTICLE 45

WSP COMMUNICATION OFFICER TEMPORARY REASSIGNMENT

45.1 The WSP has the authority and responsibility to staff communications centers. If the need arises, qualified CO 1s and 2s will be temporarily reassigned to staff any communications center to meet minimum emergency staffing levels. It is further recognized and understood that there may be future emergency staffing needs in response to wildfires, storms, or other natural disasters, or agency commitments (Governor's Conference, etc.) that may require temporary reassignment.

45.2 When a staffing need arises, the WSP will seek volunteers on a statewide basis and attempt to determine other means to accomplish the staffing requirements. Volunteering for any scheduled staffing requirement of any duration (minimum of one [1] or more days) will exempt that employee from temporary reassignment until all other COs, within their permanent work center, have either volunteered or have been reassigned at least once. If the number of volunteers is not sufficient to meet the temporary staffing need, the WSP will resort to temporary reassignment.

If a temporary reassignment is necessary:

- A. The employee will be given at least seven (7) calendar days' advance notice of the reassignment.
- B. Seniority will dictate the order of selection for reassignments, starting with the most senior employee who may accept or decline and progressing to the least senior employee until the position(s) is/are filled. Employees shall not be reassigned a second time until all employees within their permanently assigned center, regardless of seniority, have rotated through the selection process.
- C. The reassignment will be limited to five (5) or less consecutive days in a workweek, unless the employee volunteers to work additional days.
- D. No center, whose entire staff has been voluntarily transferred or involuntarily reassigned, will be subject to another reassignment until all other communications centers have rotated staff for voluntary and/or involuntary reassignment. (This Section does not apply to centers who are short-staffed.)
- E. Employees on probation will be exempt from a temporary reassignment.
- F. Permanent employees with current, documented work performance problems may be exempt from temporary reassignment.

Communications managers will not reassign someone to a separate center if such transfer would interfere with the employee's first choice for scheduled leave.

ARTICLE 46

WSP RESIDENCY REQUIREMENT

46.1 Applicability

This Article applies only to WSP Bargaining Units.

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

- A. Employees who, because of the nature of their duties, may be subject to emergency call-out, will be allowed to live seventy-five (75) miles from their duty assigned station exceptions will be made by mutual agreement.;
- B. ~~The Internet website~~ Google (shortest route) will be the official measurement of the distance from the assigned duty station to the employee's residence. If Google does not recognize a street name or address, the employee will be responsible for finding the nearest address that Google does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the seventy-five (75) mileage limitation;
- C. The mileage determination on Google will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season maintained streets recognized by Google. In the case of a new street, the employee will have to get a determination from their supervisor whether the street meets the definition of an all season maintained street, road, highway, etc. ~~;~~ and
- D. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from their previously approved residence, the new residence location must comply with this Article.

46.3 Employees With Assigned Take-Home Vehicles

- A. Employees with assigned take-home vehicles shall live within forty-five (45) miles of their assigned ~~district, division, or~~ duty station. Exceptions for compliance review, ~~and~~ safety auditor positions, and interior positions may be approved upon mutual agreement between the Employer and the employee~~;~~.
- B. ~~The Internet website~~ Google (fastest route) will be the official measurement of the distance from the ~~division, district or~~ assigned duty station, to the employee's residence. If Google does not recognize a street name or address, the employee will be responsible for finding the nearest address that Google.com does recognize and then driving the remaining distance with their supervisor to determine whether the residence is within the mileage limitations~~;~~;
- C. The mileage determination on Google will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season, paved, maintained streets recognized by Google that are generally open, passable,

and available to be used by bargaining unit members to travel to and from their division, district or assigned duty station at the beginning and end of each shift twelve (12) months each year. In the case of a new street, the employee will have to get a determination from their supervisor as to whether the street meets the definition of an all-season, maintained, paved street, road, highway, etc.;

- D. Any employee who decides to take advantage of the terms of this Article will be required to send an Interoffice Communication (IOC) through the chain-of-command, which must be approved by the Bureau Director before moving; ~~and~~.
- E. The IOC will provide notice of the intent to move to a residence under the terms of this Article, accompanied by a copy of the Google map showing that the new residence complies with the terms of this Article.

46.4 Compliance

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

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, 2007, whether written or oral, 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 the Agreement, each party had the unlimited right and 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 shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 48 SAVINGS CLAUSE

48.1 Invalidity

If any court or board of competent jurisdiction finds any Article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall 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. Negotiations will begin within thirty (30) calendar days of the request.

ARTICLE 49

PRINTING/POSTING OF AGREEMENT

The Employer will coordinate the publication of this Agreement. All current and new employees will be provided a link to the Agreement and will be authorized access to the Agreement link. The Employer will post this Agreement on the Washington State Office of Financial Management web site and provide a copy to the Union in electronic format. Employees will be allowed to print a copy of the Agreement using State resources. The Employer will update the link with any changes to the Agreement.

ARTICLE 50

TERM OF AGREEMENT

50.1 Term

All provisions of this Agreement will become effective July 1, ~~2021~~2025, and will remain in full force and effect through June 30, ~~2023~~2027; however, in accordance with [RCW 41.80](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

50.2 Renegotiation

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2021~~2026, and no later than January 31, ~~2021~~2026. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

50.3 Reopening

This Agreement may be reopened during its effective term by mutual consent of the Employer and the Union. All requests for negotiations shall be in writing, delivered to the OFM State Human Resources Labor Relations Section or the Professional and Technical Employees, Local 17, and shall specify items proposed for bargaining. Any additions to this Agreement shall be in writing and signed by the Employer and the Union.

APPENDIX A

BARGAINING UNITS REPRESENTED BY THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

Licensing	Non-Supervisory Licensing Service Representatives	RU-364
	Licensing Services Representatives 1, 2	
	Non-Supervisory Fiscal Management Analysts	RU-409
	Auditor 3, 5 employed in Vehicle Services Prorate Fuel Tax section of Dept. of Licensing	
State Patrol	Non-Supervisory Commercial Vehicle Enforcement/Identification Inspectors	RU-572
	Commercial Vehicle Officer 1, 2	
	Commercial Vehicle Enforcement Officer 1, 2	
	VIN Inspector	
	Vehicle Identification Number Officer 2	
	Non-Supervisory Communications Officers	RU-556
	Communications Officer 1, 2	
	Communications Officer Assistant	
	Information Technology Specialist 1, 2	RU-530
Transportation	Non-Supervisory Engineering Technicians	11558
	Avalanche Forecast and Control Specialist 1, 2, 4	
	Transportation Technician 1, 2	
	Non-Supervisory Engineers	11559
	Transportation Technician 3	
	Transportation Engineer 1, 2, 3	
	Transportation Planning Technician 1, 2, 3	
	Transportation Planning Specialist 1, 2, 3	

APPENDIX B LAYOFF UNITS

1. Department of Licensing

The department is separated into six (6) layoff units of Licensing Services Representative field staff; and three (3) layoff units for the Prorate and Fuel Tax (PRFT) auditors. These layoff units are described as follows.

- A. Layoff Unit 1 Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties. *(Western Washington region)
- B. Layoff Unit 2 King County. *(Western Washington region)
- C. Layoff Unit 3 Pierce and Kitsap Counties. *(Western Washington Region)
- D. Layoff Unit 4 Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat (White Salmon only), Skamania and Grays Harbor Counties. *(Western Washington Region)
- E. Layoff Unit 5 Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and Chelan Counties. *(Eastern Washington Region)
- F. Layoff Unit 6 Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin, Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties. *(Eastern Washington Region)

If there are no options available in the layoff unit, the applicable *region shall be considered the layoff unit.

If there are no options available in the applicable region, the layoff unit shall be statewide.

G. DOL-PRFT Auditor Bargaining Unit Layoff Units

- 1. Northwest Layoff Unit
PRFT auditor bargaining unit staff in King county – North.
- 2. Southwest Layoff Unit
PRFT auditor bargaining unit staff in Pierce county – South, including Headquarters.
- 3. Eastern Washington Layoff Unit
PRFT auditor bargaining unit staff in Eastern Washington.

If there are no options available in the applicable layoff unit, the layoff unit shall be statewide.

2. Department of Transportation

Layoff units are as follows:

A. Headquarters Layoff Unit

The layoff unit for Headquarters employees includes all positions located in Thurston county. This layoff unit does not include positions assigned to the Olympic Region.

B. Eastern Region, North Central Region, Northwest Region Area Units, Olympic Region, South Central Region and Southwest Region Layoff Units

The local layoff unit for Local 17 employees includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located.

If no option is available within the local layoff unit, the unit expands to include all positions (including out-stationed Headquarters positions) located in the region. The Olympic Region layoff unit does not include out-stationed Headquarters positions.

C. Northwest Area Layoff Units

The Northwest Area layoff unit includes all employees and positions in the Northwest Region, Washington State Ferries, and out-stationed Headquarters employees and positions.

1. Northwest (NW) Region Employees:

The local layoff unit for Local 17 employees includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located. This layoff unit does not include positions assigned to the Washington State Ferries.

3. Washington State Ferries:

The local layoff unit for employees includes all positions (including out-stationed Headquarters positions) located with the Washington State Ferries. The local layoff unit for general service employees includes all general service and out-stationed Headquarters positions located within the Washington State Ferries.

If no option is available within any of these local layoff units, the unit expands to include all positions (including out-stationed Headquarters positions) located in the Northwest Area layoff unit.

3. 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.

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.

COMPENSATION APPENDIX C
General Service Salary Schedule
Effective July 1, ~~2023~~[2025](#)

[Placeholder](#)

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.

COMPENSATION APPENDIX D
General Service Salary Schedule
Effective July 1, ~~2024~~[2026](#)

[Placeholder](#)

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.

COMPENSATION APPENDIX E
“SP” Salary Range Schedule
Effective July 1, ~~2023~~[2025](#)

[Placeholder](#)

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.

COMPENSATION APPENDIX F
“SP” Special Pay Range
Effective July 1, ~~2024~~[2026](#)

[Placeholder](#)

COMPENSATION APPENDIX G
ASSIGNMENT PAY

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 AP; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Reference #29.

CLASS TITLE	CLASS CODE	PREMIUM	REFERENCE #
GROUP A			
Transportation Engineer 1	530K	10 percent	14, 64
Transportation Engineer 2	530L	See Ref.	14, 22, 64
Transportation Engineer 3	530M	See Ref.	14, 22, 64
Transportation Technician 1	538R	See Ref.	14, 22
Transportation Technician 2	538S	See Ref.	14, 22, 64
Transportation Technician 3	538T	See Ref.	14, 22, 64
Commercial Vehicle Enforcement Officer 2	457L	See Ref.	71, 72

CLASS TITLE	PREMIUM	REFERENCE #
GROUP B		
Dual Language Requirement	5 percent	18
Enhanced Driver's License	10 percent	43
Certified Asbestos Workers (WSDOT)	4 ranges	20
Designated Corridors, Night Shift (WSDOT)	\$2.00 per hour	49
Certified Instructors (WSP)	\$10.00 per hour	37E
Field Training Officers (WSP)	See Ref.	73
Certified Cargo Tank and Level VI Radioactive Material Inspectors	5 percent	74

REFERENCE #14:

For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus ten (10) percent. (Eff. 11/85)

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 (1) or more additional languages, American Sign Language, or 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 (5) percent. (Rev. 5/92)

REFERENCE #20:

Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full body protective clothing and pressurized respirator. (Eff. 5/89, Rev. 7/17).

REFERENCE #22:

Basic salary plus ten (10) percent for a minimum of four (4) hours per working day while either operating an Under-Bridge Inspection Truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck. (Eff. 2/91; Rev. 10/97, 3/02)

REFERENCE #29:

Upon review and approval from 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 specified number of ranges as detailed within the Group C listing. (Eff. 5/01)

REFERENCE #43:

Basic salary range plus ten (10) percent shall be paid to Department of Licensing employees who have successfully completed DOL-sponsored Enhanced Drivers License Training Course and have been qualified and permanently assigned to denote U.S. Citizenship and issue a Washington State enhanced driver's license or enhanced identification card.

REFERENCE #64:

Basic salary plus five (5) percent shall be paid to Department of Transportation employees in the Northwest Region Traffic Management Center permanently assigned to independently operate and integrate Active Traffic Management Systems, Tolling/Managed Lane Systems, and/or Tunnel Supervisory Control and Data Acquisition (SCADA) Systems.

REFERENCE #49:

Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees permanently or temporarily assigned to crews that maintain and/or inspect designated corridors on night shift because heavy congestion on the roadway prevents these activities from occurring during the day. Employees temporarily assigned to night shift to perform snow and ice removal do not qualify for this premium. (Eff. 7/15; Rev. 7/17; 7/19)

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.

REFERENCE 74:

Basic salary plus five (5) percent for WSP Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers for certified Cargo Tank or Level VI Radioactive Material (RAM) inspectors while they conduct said inspections.

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.

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.

REFERENCE #73:

Employees who are assigned by the appointing authority to work as a Field Training Officer (FTO) – or the Communications Officer equivalent – will be compensated for documenting daily observations of a Student Officer for up to one (1) hour at the overtime rate for each duty day

worked as an FTO, and up to one (1) hour at the overtime rate for time spent on the end of phase report.

GROUP C			
Class Code	Class Title	Location(s)	Approved Increase
530M	Transportation Engineer 3 (Cadastral Surveyors)	Northwest Region Urban Corridors Office	5%
530K	Transportation Engineer 1	Chelan, Cowlitz, Snohomish, Spokane and Whatcom Counties	5%
530L	Transportation Engineer 2	Clallam County	5%
530M	Transportation Engineer 3	Kitsap and Pierce Counties	5%
538T	Transportation Technician 3	Pierce County	5%
530M	Transportation Engineer 3	Clallam County	5%
457K	Commercial Vehicle Enforcement Officer 1	Ports of Entry (Upon completion of recruit basic training)	5%

APPENDIX H

SPECIAL PAY RANGES AND NOTES

Special Pay Ranges

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 which is shorter than Washington’s standard range. An “E” range is a standard range with the first four (4) steps removed. 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.

COMPENSATION APPENDIX I HIGHER SALARY RANGE FOR TARGETED JOB CLASSIFICATIONS

The following job classifications are being assigned to new job ranges as detailed below. The associated increases shall be step for step and become effective July 1, 2023.

Class and Services Title	Class Code	Old Range	New Range	Range Increase
Communications Officer Assistant	450I	41	41SP	
Communications Officer 1	451F	45SP	49SP	4
Communications Officer 2	451G	49SP	53SP	4
Commercial Vehicle Officer	457E	40SP	44SP	4
Commercial Vehicle Enforcement Officer 1	457K	46SP	50SP	4
Commercial Vehicle Enforcement Officer 2	457L	50SP	54SP	4
Licensing Services Representative 1	458E	41	43	2
Licensing Services Representative 2	458F	44	46	2
Avalanche Forecast and Control Specialist	599B	54	55	1
Transportation Technician 1	538R	42	43	1
Vehicle Identification Number Officer	454E	42	44	2

<u>Class and Services Title</u>	<u>Class Code</u>	<u>Old Range</u>	<u>New Range</u>	<u>Range Increase</u>
<u>COMMUNICATIONS OFFICER 1</u>	<u>451F</u>	<u>49SP</u>	<u>51SP</u>	<u>2</u>
<u>COMMUNICATIONS OFFICER 2</u>	<u>451G</u>	<u>53SP</u>	<u>55SP</u>	<u>2</u>
<u>COMMERCIAL VEHICLE ENFORCEMENT OFFICER 1</u>	<u>457K</u>	<u>50SP</u>	<u>52SP</u>	<u>2</u>
<u>COMMERCIAL VEHICLE ENFORCEMENT OFFICE 2</u>	<u>457L</u>	<u>54SP</u>	<u>56SP</u>	<u>2</u>

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.

<u>LICENSING SERVICES REPRESENTATIVE 1</u>	<u>458E</u>	<u>43</u>	<u>44</u>	<u>1</u>
<u>TRANSPORTATION ENGINEER I</u>	<u>530K</u>	<u>56</u>	<u>57</u>	<u>1</u>
<u>TRANSPORTATION ENGINEER 2</u>	<u>530L</u>	<u>60</u>	<u>61</u>	<u>1</u>
<u>TRANSPORTATION ENGINEER 3</u>	<u>530M</u>	<u>64</u>	<u>65</u>	<u>1</u>
<u>TRANSPORTATION TECHNICIAN 1</u>	<u>538R</u>	<u>43</u>	<u>44</u>	<u>1</u>
<u>TRANSPORTATION TECHNICIAN 3</u>	<u>538T</u>	<u>56</u>	<u>57</u>	<u>1</u>

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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

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COMPENSATION APPENDIX J
Information Technology Professional Structure
Effective July 1, ~~2023~~2025

[Placeholder](#)

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.

COMPENSATION APPENDIX K
Information Technology Professional Structure
Effective July 1, ~~2024~~[2026](#)

[Placeholder](#)

APPENDIX L 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 be redeployed outside their agency to another state agency at the direction of their employer, to support staffing shortages. For the purpose of this Appendix, 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](#).

- No employee will be required to redeploy. Redeployments will be on a voluntary basis and employees will be allowed to end their voluntary redeployment at their discretion.
- Employees will not be retaliated against for refusal to volunteer for redeployment.
- No employee will be redeployed for more than three (3) months except by mutual agreement of the parties.
- The state shall not alter any rights or provisions contained in [RCW 41.56](#) through emergency declaration.
- 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 that 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 two agencies.
- The lending agency will notify the Union when they are redeploying an employee. The notification to the Union will include at a minimum which employees will be redeployed to an agency in need, the employee's current job class, the type of work and scope that will be performed for the receiving agency, and the anticipated duration. Upon request, the employer will bargain with the Union over impacts of the redeployment within the scope of bargaining.
- Employees 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 bargaining units 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 their CBA. 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/or training to perform their jobs effectively and safely

- 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.
- 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 this CBA.
- 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 Employer from extending their trial service period for other reasons, in accordance with the collective bargaining agreement.
- 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.
- 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.

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.

**A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WASHINGTON STATE PATROL
AND
THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17**

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

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

1. All personnel appointed to the CVEO classification will be placed as soon as possible after appointment, upon completion of all pre-requisite course work, into the next available CVEO Basic Academy class, but no later than twelve (12) months after initial appointment or as extended by mutual agreement by the Union, and
2. All employees appointed to a CVEO position will serve a probationary or trial service period. The probation or trial service period of each employee will be considered complete no more than six (6) months after completion of the CVEO Basic Academy class or twelve (12) months from appointment date, whatever comes later. All other provisions of Article 4.12 apply.

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

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

~~For the Employer~~

~~For the Union~~

~~/s/~~

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

~~/s/~~

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

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

TENTATIVE AGREEMENT 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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

~~B. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17~~

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

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

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

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

~~Dated September 22, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM
Lead Negotiator~~

~~Sarah Lorenzini, Protec17
Lead Negotiator~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

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

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

~~I. — Definitions~~

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

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise. IT Families include: Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.
Level	The measure of complexity of work performed. IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
Allocation	The assignment of a position to a job family and level.
Reallocation	The assignment of a position to a different lever and/or job family.
Class, — Class, — and Classification — (where used in reference to job classification)	Where these terms are used in the CBA, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by “or job family/ies and level/s.”

~~H. Impacts~~

- ~~A. The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure:~~
 - ~~i. The determination of a position as overtime-eligible or overtime-exempt;~~
 - ~~ii. Required licensure and/or certifications;~~
 - ~~iii. The designation of a position as “required personnel” or “emergency employee”;~~
 - ~~iv. The grievance procedure, as outlined in Article 32 of the CBA;~~
 - ~~v. The eligibility for and/or receipt of existing assignment pays;~~
 - ~~vi. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;~~
 - ~~vii. Non-permanent, on-call, in-training, project, season/cyclic, trial service, transition review or probationary period.~~
- ~~B. Formal Layoff Options for employees who have transitioned into the IT Professional Structure on July 1, 2019 will be in accordance with Attachment 1 to the MOU.~~
- ~~C. Consistent with Article 38, Mandatory Subjects, the Employer will provide notice of any proposed changes resulting in bargaining unit work leaving the bargaining unit.~~

~~III. Compensation~~

- ~~A. The parties agree that the chart in Attachment 2 to this MOU reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019. The chart in Attachment 3 to this MOU reflects the steps within those ranges effective July 2, 2019.~~
- ~~B. Employees reallocated into the IT Professional Structure on July 1, 2019 will have their initial salary determined as follows:~~
 - ~~i. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reallocation downward, until such time as the employee vacated the position or their salary falls within the new salary range.~~

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

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

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

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

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

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

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

~~Tentative Agreement~~

~~Dated May 21, 2019~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM
Lead Negotiator~~

~~Sarah Lorenzini, Protec17
Lead Negotiator~~

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.

Family	Entry	Journey	Senior/Specialist	Expert	IT Manager	Senior IT Manager
Application Development	4 \$64752-\$87072	5 \$69612-\$93612	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460
Customer Support	1 \$52128-\$70116	3 \$60240-\$81048	5 \$69612-\$93612	N/A	8 \$80580-\$108384	N/A
Data Management	2 \$56028-\$75360	6 \$73092-\$98304	7 \$76740-\$103212	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Architecture	N/A	4 \$64752-\$87072	9 \$84612-\$113796	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Business Analyst	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	10 \$88836-\$119460
IT Policy and Planning	2 \$56028-\$75360	3 \$60240-\$81048	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Project Management	5 \$69612-\$93612	6 \$73092-\$98304	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460

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Family	Entry	Journey	Senior/Specialist	Expert	IT Manager	Senior IT Manager
IT Security	N/A	5 \$69612-\$93612	8 \$80580-\$108384	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Vendor Management	1 \$52128-\$70116	4 \$64752-\$87072	7 \$76740-\$103212	8 \$80580-\$108384	10 \$88836-\$119460	11 \$93288-\$125460
Network and Telecommunications	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	11 \$93288-\$125460
Quality Assurance	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460
System Administration	3 \$60240-\$81048	6 \$73092-\$98304	7 \$76740-\$103212	9 \$84612-\$113796	8 \$80580-\$108384	9 \$84612-\$113796

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Proposed IT Compensation Schedules													
Monthly Salary Amounts													
Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L	M
1	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,425	5,561	5,700	5,843
2	4,669	4,786	4,906	5,029	5,155	5,284	5,416	5,551	5,690	5,832	5,978	6,127	6,280
3	5,020	5,146	5,275	5,407	5,542	5,681	5,823	5,969	6,118	6,271	6,428	6,589	6,754
4	5,396	5,531	5,669	5,811	5,956	6,105	6,258	6,414	6,574	6,738	6,906	7,079	7,256
5	5,801	5,946	6,095	6,247	6,403	6,563	6,727	6,895	7,067	7,244	7,425	7,611	7,801
6	6,091	6,243	6,399	6,559	6,723	6,891	7,063	7,240	7,421	7,607	7,797	7,992	8,192
7	6,395	6,555	6,719	6,887	7,059	7,235	7,416	7,601	7,791	7,986	8,186	8,391	8,601
8	6,715	6,883	7,055	7,231	7,412	7,597	7,787	7,982	8,182	8,387	8,597	8,812	9,032
9	7,051	7,227	7,408	7,593	7,783	7,978	8,177	8,381	8,591	8,806	9,026	9,252	9,483
10	7,403	7,588	7,778	7,972	8,171	8,375	8,584	8,799	9,019	9,244	9,475	9,712	9,955
11	7,774	7,968	8,167	8,371	8,580	8,795	9,015	9,240	9,471	9,708	9,951	10,200	10,455
Annual Salary Amounts													
Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L	M*
1	52,128	53,436	54,768	56,136	57,540	58,980	60,456	61,968	63,516	65,100	66,732	68,400	70,116
2	56,028	57,432	58,872	60,348	61,860	63,408	64,992	66,612	68,280	69,984	71,736	73,524	75,360
3	60,240	61,752	63,300	64,884	66,504	68,172	69,876	71,628	73,416	75,252	77,136	79,068	81,048
4	64,752	66,372	68,028	69,732	71,472	73,260	75,096	76,968	78,888	80,856	82,872	84,948	87,072
5	69,612	71,352	73,140	74,964	76,836	78,756	80,724	82,740	84,804	86,928	89,100	91,332	93,612
6	73,092	74,916	76,788	78,708	80,676	82,692	84,756	86,880	89,052	91,284	93,564	95,904	98,304
7	76,740	78,660	80,628	82,644	84,708	86,820	88,992	91,212	93,492	95,832	98,232	100,692	103,212
8	80,580	82,596	84,660	86,772	88,944	91,164	93,444	95,784	98,184	100,644	103,164	105,744	108,384
9	84,612	86,724	88,896	91,116	93,396	95,736	98,124	100,572	103,092	105,672	108,312	111,024	113,796
10	88,836	91,056	93,336	95,664	98,052	100,500	103,008	105,588	108,228	110,928	113,700	116,544	119,460
11	93,288	95,616	98,004	100,452	102,960	105,540	108,180	110,880	113,652	116,496	119,412	122,400	125,460
* All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.													

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For the Employer

For the Union

/s/

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

/s/

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17**

SHARED COMMITMENTS

Dual Language

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

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

~~Dated 09/22/2022~~

~~For the Employer~~

~~For the Union~~

~~/s/
Tanya Aho, OFM
Lead Negotiator~~

~~/s/
Sarah Lorenzini, Protec17
Lead Negotiator~~

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For the Employer

For the Union

/s/

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

/s/

Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17**

Diversity, Equity and Inclusion

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

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

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

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

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

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

~~Dated 09/25/2022~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

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

~~/s/~~

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**F. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17**

Article 40, Union Membership and Payroll Deduction

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

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

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

The provisions of this MOU will expire on June 30, ~~2025~~2027.

~~Dated September 20, 2022~~

~~For the Employer~~

~~For the Union~~

~~/s/
Tanya Aho, OFM
Lead Negotiator~~

~~/s/
Sarah Lorenzini, Protec17
Lead Negotiator~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

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

~~/s/
Sara Lorenzini, Lead Negotiator
Professional and Technical Employees Local 17~~

~~G. —~~ **MEMORANDUM OF UNDERSTANDING**
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17

COVID-19 Vaccination

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

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.~~

Dated September 20, 2022

For the Employer

For the Union

/s/

/s/

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.

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

~~Sarah Lorenzini, Protee17~~
~~Lead Negotiator~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

~~H. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~PROTEC17~~

~~Implementing Recognition and Retention Lump Sum Payment~~

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

- ~~A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical state employees in all state agencies; a one-time bonus will be provided. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following condition:~~
- ~~1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service. Employees who meet the definition of career seasonal are not considered to have a break in service.~~
- ~~B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.~~
- ~~C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.~~
- ~~a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.~~
- ~~b. Payment eligibility is based on employee's position on July 1, 2023.~~
- ~~D. The amount of the lump sum payment for part-time and on-call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.~~

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

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

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

~~Dated September 20, 2022~~

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM
Lead Negotiator~~

~~Sarah Lorenzini, Protee17
Lead Negotiator~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

~~I. — MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~PROTEC17~~

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

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

- ~~1. — Article 46 — WSP Residency Requirement 46.2 (A) and 46.3 (B)~~
- ~~2. — Article 10 — Tuesday through Saturday Licensing Service Offices 10.2 (D) and Holiday Pay~~
- ~~3. — LSR re-examination discussion~~

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

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

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

~~Dated September 20, 2022~~

~~For the Employer~~

~~For the Union~~

~~/s/
Tanya Aho, OFM
Lead Negotiator~~

~~/s/
Sarah Lorenzini, Protec17
Lead Negotiator~~

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

TENTATIVE AGREEMENT 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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**J. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF LICENSING AND PROTEC17**

Plexiglass Separation Barriers

This Memorandum of Understanding (MOU) between the Washington State Department of Licensing (DOL) and the Technical and Professional Employees Local 17 (PROTEC17) applies to the DOL Licensing Services Office.

In response to the COVID-19 pandemic, and in preparation for the Licensing Services Offices (LSOs) to reopen, DOL installed plexiglass separation barriers in all of the LSOs.

The parties recognize the benefit of having these barriers in place in order to protect the safety and health of DOL members, as well as the public.

Should DOL decide to remove the plexiglass separation barriers, the agency will provide notice to Protec17 in accordance with Article 38, Mandatory Subjects, of the parties' Collective Bargaining Agreement and will satisfy its collective bargaining obligations.

The provisions of this MOU will expire on June 30, ~~2025~~2027.

Dated ~~August 10, 2022~~April 25, 2024

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tanya Aho, OFM
Lead Negotiator~~

~~Sarah Lorenzini, Protec17
Lead Negotiator~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**K. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17**

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 PROTEC17 (PROTEC17) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with PROTEC17 which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, ~~the Office of the Chief Information Officer (OCIO)~~ [Washington Technology Solutions](#) outlines in policy #~~141-10~~ [SEC-08-01](#) that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to, but not limited to, information requests, status reports, and voluntary deductions reporting as set forth in the parties' 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 19.255.10](#).
- b. Information about public employees as defined in [RCW 42.56.250](#).
- c. Lists of individuals for commercial purposes as defined in [RCW 42.56.070](#) (9).
- 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 Protec17 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 parties agree that this agreement does not limit PROTEC17's rights to information under state Statute, PERC caselaw, Public Disclosure Laws, or as otherwise provided in this Agreement.

The provisions contained in this MOU become effective on July 1, ~~2023~~2025. This MOU shall expire June 30, ~~2025~~2027.

~~Dated September 20, 2022~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

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

~~/s/~~

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

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

/s/

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

**L. 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. 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~~ dollars (~~\$250~~ \$300) 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.

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.

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, ~~2025~~2027.

~~For the Employer:~~

~~For the Healthcare Coalition:~~

~~/s/~~

~~Ann Green, OFM
Lead Negotiator~~

~~/s/~~

~~Jane Hopkins, President
SEIU 1199NW~~

~~/s/~~

~~Karen Estevenin, Executive Director
PROTEC17~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Healthcare Coalition

/s/

Janetta Sheehan, Sr. Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

/s/

Kurt Spiegel, Executive Director
WFSE

/s/

Jane Hopkins, President
SEIU 1199NW

~~**M. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17**~~

~~**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.~~

~~**August 29, 2023**~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tanya Aho, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Sarah Lorenzini, Union Representative~~

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

TENTATIVE AGREEMENT 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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

~~N. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17
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 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 23, 2024

For the Employer

For the Union

/s/

/s/

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

Karen Estevenin, Executive Director
PROTEC17

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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

~~O. — MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17~~

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

Whereas the 2024 Washington State Legislature and Governor Jay Inslee signed into law House Bill 2246, amending RCW ~~43.01.044~~, ~~41.40.010~~, and ~~43.43.120~~, and reenacting and amending RCW ~~43.01.040~~, increasing the maximum number of hours of unused vacation leave a state employee may accrue from two hundred forty (240) hours to two hundred eighty (280) hours, the State agrees to extend this provision to PROTEC17 represented employees. Further, the parties agree to modify Article 11, Section 11.11 — Vacation Leave Maximum as follows:

~~11.11 — Vacation Leave Maximum~~

~~Employees may accumulate maximum vacation balances not to exceed two hundred forty (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 Employer, and the employee is close to the vacation leave maximum, an employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.~~
- ~~B. — An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.~~

~~Modifications to Article 11.11 as shown above are not effective until June 6, 2024.~~ This MOU will expire on June 30, 2025.

Dated April 11, 2024

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

For the Employer

For the Union

/s/

/s/

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

Sarah Lorenzini, Lead Negotiator
ProTec 17

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/

Melanie Schwent, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

OFM/SHR Labor Relations &
Compensation Policy Section

Professional and Technical Employees
Local 17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND

PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
TELEWORK POLICY AGREEMENT

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and PROTEC17 is entered into for the purposes of implementing a revised telework policy within the Washington State Department of Transportation (WSDOT).

Telework is a business practice that provides benefits to WSDOT, its employees, and meets the goal of creating a Modern Work Environment as addressed in the Governor's Modern Work Environment Executive Order 16-07. In recognition of today's work environment, WSDOT will be implementing a revised telework policy that will:

- Enhance employees' productivity, satisfaction and ability to collaborate.
- Improve recruitment and retention.
- Support a modern work environment.
- Expand job opportunities to more areas of the state via virtual work.
- Reduce vehicle trips and associated pollutants, congestion and energy use.

The parties agree to the benefits of implementing the revised telework policy and assess effectiveness over the course of the 2025-2027 biennium to ensure the policy goals meet the needs of the agency as well as the employees.

As such, the parties enter into this Agreement that endorses the implementation of a best practice telework policy in accordance with WSDOT Policy #M3020.05. The parties further agree to meet on a regular or as-needed basis via the Labor Management Communication Committee to share information and discuss any successes or concerns of the revised telework policy. The Employer will provide to the Union twenty-one (21) days' notice of any proposed changes to Policy # M3020.05.

Where the parties' CBA and Policy # M3020.05 conflict, the CBA will prevail.

This MOU will expire on June 30, 2027.

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/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND THE WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION (WSDOT)
AND
PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)
REGARDING LICENSURE INCENTIVES AT WSDOT

PROTEC17 and the Washington State Department of Transportation (WSDOT) agree that it's in the best interest of the agency to recruit, train, and retain employees with specialized skills, licenses, and certifications. Such licenses and certifications include but are not limited to the Fundamentals of Engineering (FE), Professional Land Surveyor In-Training (PLSIT), Professional Land Surveyor (PLS), Professional Landscape Architecture (PLA), Geologist In-Training (GIT), and Licensed Professional Geologist (PG). As such, WSDOT agrees to the following:

- A. Initiate a process to establish incentives, premiums, or other economic provisions for the above-mentioned licenses and certifications, dependent on budgetary constraints.
- B. Include this process as a recurring agenda item at quarterly LMCCs for discussion, feedback, and input from PROTEC17 members and staff.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

/s/

/s/

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

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employ
Local 17