COLLECTIVE BARGAINING AGREEMENT

THE STATE OF WASHINGTON

AND

WASHINGTON STATE PATROL LIEUTENANTS AND CAPTAINS ASSOCIATION (WSPLCA)

EFFECTIVE
JULY 1, 2025 THROUGH JUNE 30, 2027

2025-2027

WASHINGTON STATE PATROL LIEUTENANTS AND CAPTAINS ASSOCIATION
2025-2027

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SIGNATURE PAGE

PREAMBLE

Pursuant to RCW 41.56, this Agreement is entered into by the State of Washington and the Washington State Patrol as the authorized representative of the State, referred to as the "Employer," and the Washington State Patrol Lieutenants and Captains Association, referred to as the "Association." The Chief of the Washington State Patrol may delegate authority as the Employer for operational necessity.

The parties agree that this Agreement is made and entered into for the purpose of setting forth the mutual understandings of the parties. Furthermore, both the Employer and the Association are committed to equitable, efficient, fair, appropriate, and proper operation of the Washington State Patrol in order to enhance the health, safety, and welfare of all employees, while we answer our citizens' call for public safety. The parties further agree that nothing contained in the Preamble shall be the sole basis for filing a grievance.

ARTICLE 1
RECOGNITION

1.1 Recognition

In accordance with the actions of the Washington Public Employment Relations Commission (PERC) on July 20, 1994, the Employer recognizes the Association as the exclusive bargaining representative for all employees in the classifications covered by this Agreement as identified in Section 1.2 of this Article, for the purpose of establishing terms and conditions of employment in accordance with the provisions of RCW 41.56.

1.2 Bargaining Unit

The PERC shall determine which employees shall be included within the bargaining unit.

1.3 Employees

For the purpose of this Agreement, the term "employee(s)" shall mean those fully commissioned officers holding probationary or permanent status in positions in the bargaining unit.

1.4 Probationary Lieutenants

Probationary lieutenants are members of the bargaining unit. Discharge of probationary lieutenants will be pursuant to RCW 43.43.070. Suspension or demotion of probationary lieutenants will be pursuant to RCW 43.43.060.

ARTICLE 2
SUBCONTRACTING

2.1 Subcontracting

The Employer will not contract or subcontract work (transfer work to an external source outside the Department) typically and historically performed by members of the Association. The Employer will not transfer work typically and historically performed by members of the Association to a non-commissioned employee without meeting the bargaining obligation pursuant to RCW 41.56.

2.2 Positions

Lieutenants and captains shall be sworn police officers and graduates of the Washington State Patrol Academy.

ARTICLE 3
MANAGEMENT RESPONSIBILITIES

3.1 It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate the Department and to command and direct the employees of the Washington State Patrol in all aspects, except that management may not act in any manner contrary to the provisions of this Agreement, its bargaining obligation pursuant to RCW 41.56, or the provisions of the Employee Regulation Manual. These authorities and responsibilities include, but are not limited to, the following:

A. To exclusively determine and execute its mission, policies, and all standards of service provided to the public;

B. To plan, direct, schedule, command, and control the service operations furnished by the employees of the Department;

C. To set standards of service including quantity and quality of work to be performed and the responsibility to maintain the efficiency of operations;

D. To determine the methods, means, and number of personnel needed to carry out the operations and services of the Employer;

E. To determine the location(s) of operations/offices; including to temporarily or permanently move operations or portions thereof to other locations provided the Employer complies with its bargaining obligations with the Association;

F. To determine the composition and direction of the work force;

G. To hire, layoff, commission, train, assign, test, evaluate, and transfer employees within the Department;

H. To promote, demote, suspend, discipline, or discharge employees for cause pursuant to applicable law and the regulations of the Employer as well as the provisions of this Agreement;

I. To manage and direct the work force including the scheduling and assigning of work and hours to employees provided the Employer complies with its bargaining obligations with the Association;

J. To establish and govern lawful rules and regulations pertaining to on-duty and off-duty employment, on-duty conduct, and off-duty conduct if that conduct has a nexus to employment;

K. To obtain, use, assign, and consolidate facilities as well as all issued equipment;

L. To implement new or improved methods, equipment or facilities;

M. To determine whether overtime is necessary and, if so, to assign and require overtime pursuant to the RCWs, WACs and other provisions of this Agreement, if applicable;

N. To determine the creation, continuance, termination, change or consolidation of jobs or departments or of partial or total operations (including discontinuance of the performance by Department employees) provided the Employer complies with its bargaining obligations with the Association.

3.2 Failure to Exercise a Right

The Employer's failure to exercise such rights in a particular way shall not be deemed a waiver of the right to exercise such rights in other ways not in conflict with the express terms of this Agreement.

ARTICLE 4
COMPLETE AGREEMENT

4.1 Obligations

Pursuant to their statutory obligation to bargain in good faith, the Employer and the Association have met in full and free discussion concerning matters appropriate for collective bargaining as defined in RCW 41.56 and over which the Employer may lawfully exercise discretion. As a result of such negotiations, the parties have reached agreement concerning mandatory and selected permissive subjects of bargaining.

4.2 Complete Agreement

This contractual Agreement incorporates the sole and complete agreement between the Employer and the Association resulting from these negotiations, and any past agreement between the parties, whether written or oral, is null and void, unless specifically preserved in this Agreement. The Association agrees that the Employer has no obligation during the term of this Agreement to bargain wages, hours or working conditions except as set forth in Section 4.6 below. Therefore, the Employer and the Association, for the life of this Agreement and any extension thereof, each agrees that the other shall not be obligated to bargain collectively or negotiate in any form with the other with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

4.3 Precedence

Should any Article, Section, or portion of this Agreement conflict with any provisions of Washington State Patrol's regulations, manuals, practice, rule and/or custom in effect on the date of this Agreement, this Agreement shall control.

4.4 Savings Clause

If any Article, Section, or portion thereof of this Agreement is held unlawful or invalid by any court or board of competent jurisdiction, or is in conflict with existing laws, such invalidity shall apply only to the specific Article, Section, or portion thereof directly affected. The remaining provisions shall remain in full force and effect. If such a finding is made, a substitute for the unlawful, invalid or conflicting Article, Section or portion will be negotiated at the request of either party. Negotiations will begin within sixty (60) calendar days of the request.

4.5 Existing Standards

Except as to the provisions of this Agreement and as set forth in Section 4.6 below, the Employer is not limited, confined, or restricted by past practice, rule, custom, or regulation in carrying out the mission of the Employer.

4.6 Mandatory Subjects

The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject. The Employer will notify the Association of these changes in writing and the Association may request negotiations on the impact of these changes on employees' working conditions within the provided notice period. In the event the Association does not request negotiations within the notice period, the Employer may implement the changes without further 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 Association as soon as possible.

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

4.7 Nothing contained in this Agreement shall be interpreted as the Employer agreeing to change a permissive subject of bargaining to a mandatory subject of bargaining. Nothing herein shall be construed as waiving any rights the Association may have under state law to bargain over the decision and/or impact of any matter not addressed in this agreement where the Association has such rights under state law.

ARTICLE 5
NON-DISCRIMINATION

5.1 Association Activities

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

5.2 Non-discrimination

Neither party will discriminate on the basis of any classification protected under federal or state law. Bona fide occupational qualifications do not violate this Section. Claims of discrimination pursuant to this Section shall not be subject to the grievance procedure of this Agreement. Employees may file complaints with the appropriate federal or state agencies; however, nothing in this Agreement precludes the parties from attempting informal resolution through the Human Resources Division or the Office of Professional Standards.

5.3 Decisions

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

ARTICLE 6
ASSOCIATION BUSINESS

6.1 Association Executive Officers

The names of members selected to serve as Executive Board officers of the Association shall be provided in writing to the Chief of the Washington State Patrol or designee within fifteen (15) calendar days of the appointment.

6.2 Non-Paid Release Time

A. Non-paid release time shall be granted to the Executive Board officers for internal Association business. It is agreed that the opportunities granted by this provision are subject to the operational requirements of the Employer and require prior supervisory approval. Whenever possible, such approval must be sought ten (10) calendar days in advance but shall not be unreasonably denied.

B. Each Executive Board officer will usually be expected to perform their duties as a representative of the Association on their own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried on during working hours of the Executive Board officer for the processing of written grievances and the representation of Association members in grievance hearings, due process meetings, or other meetings scheduled by management. When the Association activities involving processing written grievances and representation of Association members during grievance hearings, due process meetings, or other meetings scheduled by management occur during an Association representative's regularly-scheduled duty hours, the activities may be performed on duty. If the activities require the Association representative to travel to a district other than their own, then actual travel time up to three (3) hours will be on duty. On-duty time spent on Association activities in accordance with this Agreement shall be recorded on the Time and Activity Report using the appropriate code for Union activities. No overtime, compensatory time, call-out pay, or shift adjustment penalty shall be authorized. Investigation of grievances shall be on the Executive Board member's own time.

6.3 Bargaining Time

A. Not more than four (4) members of the Association's negotiating team shall be allowed to attend collective bargaining negotiations for a successor to this Agreement on on-duty status. If a negotiation session is scheduled on the regular workday of a member, the member shall be entitled to their regular compensation for that day, but shall not be entitled to any overtime payments, regardless of the duration of the negotiation session. Penalty payments as the result of a meeting date being changed or postponed shall not be allowed. All travel associated with the bargaining process shall be on off-duty time. If a negotiation session is scheduled on the regular day off of a member, the member shall be entitled to a makeup day off, to be scheduled at the mutual convenience of the member and the Employer.

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

6.4 Use of Department Equipment

State-owned equipment shall not be used for Association business. However, the use of the Department telephone systems such as SCAN or Microwave are only authorized for a brief telephone conversation to allow the employee the opportunity to notify their representative that they are seeking advice or guidance pertaining to a grievance or disciplinary issue.

ARTICLE 7
UNION DUES DEDUCTIONS AND STATUS REPORT

7.1 Dues Deductions

Upon the written authorization from the Association, the Employer shall deduct the monthly Association dues from the salary of employees who are members of the Association. Withholding shall occur in each payroll cycle. The Association shall give the Employer timely notice of any change in the level of dues or cancelation of dues of its members. The total amount deducted from members at each payroll cycle shall be transmitted with twenty (20) calendar days to the Association, together with a list of employees from whom dues were withheld and the amount withheld from each employee. The Employer will not be held liable for good-faith check-off errors, but will make proper adjustments with the Association for errors within a thirty (30) calendar day period. Provided the Employer acts in good faith, the Association will indemnify, defend, and hold the Employer harmless against any claims made and against any suit instituted against the Employer as a result of the Employer's implementation of the above provisions, as the result of any check-off errors, or as a result of the application of this Article.

7.2 Bargaining Unit Information

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

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

B. Each month the Employer will provide the Association with electronic access to a report of new bargaining unit members, promotions, or separations of employees in the bargaining unit. This will contain newly-commissioned RCW troopers. The report will include the following data:

1. Employee Name
2. Personnel Number
3. Home Address
4. Job Class Code
5. Job Class Title
6. Effective Date of Action
7. Action Type Code
8. Action Type Description
9. Action Reason Code
10. Action Reason Description

ARTICLE 8
SENIORITY

8.1 Definition

Seniority shall be defined as the total length of service by the employee within the Washington State Patrol following the date of the employee's commission.

8.2 Determination of Seniority

Ties in seniority of two (2) or more employees with the same rank shall be given to the employee with the earliest commission date. If the employees have the same commission date, then the tie will be broken by determining the employees' anniversary date of hire with the State Patrol. If the employees have the same anniversary date, then the tie will be broken by lot. Anniversary date is the original hiring date adjusted by leave without pay or break in service.

8.3 Adjustments

When a bargaining unit employee leaves the bargaining unit and employment with the WSP and returns to employment in the WSP in the bargaining unit, their seniority shall date from the day they returned to employment with the WSP in the bargaining unit until their probation is completed. Upon completion of probation, the employee's seniority shall be determined in accordance with Section 8.1 above.

ARTICLE 9
TRANSFER

9.1 Vacancies

Vacancies will include openings created by permanent transfers, promotions, demotions, or separations from the Department. Vacancies will not include positions held by employees on leaves of absence such as military leave, leave due to illness, and other leave from which the employee is expected to return to their position.

9.2 Involuntary Transfers

A. In the interest of the most efficient management by the Employer and the best use of resources, the employer may involuntarily transfer an employee. An involuntary transfer shall take precedence over Section 9.3 below. Prior to any involuntary transfer, the Employer shall confer with the Association to explain the reasons for the involuntary transfer. This Section shall not apply to transfers resulting from disciplinary sanctions or settlement agreements.

B. The Employer shall attempt to assign any employee who is involuntarily transferred in accordance with Subsection 9.2 A above to a district/detachment where the employee will be able to comply with the residence requirement in this Agreement without moving their residence. Any involuntary transfer of an employee that would require that employee to move their residence or would result in the loss of geographic assignment pay pursuant to Section 25.13 will be handled in accordance with Article 4.6, Mandatory Subjects.

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

9.3 Lateral Transfer Announcement of Lieutenant Positions

A. Whenever an opening occurs for any lieutenant position the Department shall announce the opening of the position for lateral transfer. Included in the announcement will be minimum qualifications required to hold the open position. The open position shall be published in the Daily Bulletin a minimum of five (5) calendar days prior to a closing date. All employees meeting the minimum requirements may submit a resume through the chain of command, along with a request for consideration for the position. The Employer shall consider all submitted resumes and may conduct interviews of applicants before assigning or promoting an employee to an open position.

B. If the open position occurs within the Field Operations Bureau (FOB), existing lieutenants who were required to establish a new residence as a result of their promotion may be given transfer preference prior to interviews under the following circumstances:

1. The open FOB position is located within mileage of their official residence prior to the time of promotion and would allow the lieutenant to meet the Section 21.3 residence requirements.

   a. In the event two (2) or more lieutenants request a transfer to the open position, the lieutenant with the most seniority (total time as a lieutenant) will be given first consideration.

   b. A lieutenant may only exercise this transfer preference to return from their first assignment after promotion. If the lieutenant chooses to interview for a different position and is selected, they waive any

transfer preference and shall compete for the open position as described in Subsection 9.3A.

2. If no lieutenants who meet the criteria in Subsection 9.3 (B)(1) above apply for an open position, it will be filled in accordance with Subsection 9.3 A.

C. The intent of the Section is to bring forth names of interested employees without limiting the Chief's ability to select and place the most qualified person into such positions. Any current lieutenant who is not selected for a position that is filled by someone from the promotional list may request a meeting with the Chief or designee to receive feedback on why they were not selected.

9.4 Temporary Transfers

For all openings other than vacancies, such as projects or short-term operational needs, the Employer may select an employee to be placed in such opening for a period of up to six (6) months. The Employer shall notify the Association of such temporary transfers and provide a brief description of the opening. At the conclusion of the six (6) month period, if the opening is to continue, the Employer shall advertise the position unless the parties agree otherwise. Included in the announcement will be the minimum qualifications required to hold the open position. The open position shall be published in the Daily Bulletin a minimum of five (5) calendar days prior to a closing date. All employees meeting the minimum qualifications may submit a resume through the chain of command, along with a request for consideration for the position. The Employer shall consider all such submitted resumes and may conduct interviews of applicants before assigning or promoting a person to the open position.

9.5 Captain Positions

Whenever an opening occurs for a captain position the Department may query all existing captains to determine their interest in the position or may announce it to existing lieutenants. Any lieutenant meeting the minimum qualifications may submit a request for consideration for the position through their chain of command. The Employer may conduct interviews of applicants, if considered necessary, before assigning or promoting a person to the open position. The intent of this Section is to bring forth names of interested employees without limiting the Chief's ability to place the most qualified person into such positions.

9.6 Hardship Transfers

Employees who have a hardship that involves the immediate family may request a hardship transfer. When such transfers are granted, the Department must determine an actual hardship exists.

A. A hardship is a medical, financial, marital, or safety-threatening situation causing specific loss or suffering to an employee or the employee's spouse, children, stepchildren, parents, stepparents, or spouse's parents or stepparents.

B. Hardship transfer requests shall be sent to the HRD, using the format outlined on the HRD intranet website.

C. If the request is to care for parents or stepparents of the employee or spouse, the transfer shall be granted only if:

1. No other relative is available to provide care;

2. The parent cannot be moved to the employee's current area;

3. The employee will reside within the geographical area of the parent; and

4. The parent's physician(s) verify the employee's presence will help alleviate the hardship.

D. Each request shall be investigated by the bureau chief/director or designee. The bureau chief/director or designee may, upon receiving a request, ask the Office of Professional Standards to provide further verification. After all investigations are completed, investigators shall submit the reports to the HRD.

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

F. Employees with pending requests to the affected location shall be notified in writing of the hardship transfer.

9.7 Moving Expenses

A. Employees who are involuntarily transferred under this Article shall be entitled to receive moving cost reimbursement in accordance with the Office of Financial Management guidelines. The Department shall pay moving costs upon promotion. The Department may pay expenses for transfers when advertising or interviewing for open positions and requesting volunteers, and shall include whether or not moving expenses will be paid when advertising or interviewing for the position. If a position is advertised without moving expenses and there are no volunteers for the position, and the Department subsequently decides to offer to pay moving expenses for the position, then the position shall be re-advertised with the statement that moving expenses will be provided. If there are still no volunteers and the Employer then requests a specific employee to accept the position, moving expenses will be paid if the employee accepts and is required to relocate. Moving expenses shall not be paid for routine employee-requested transfers.

B. When the Department pays, Budget and Fiscal Services (BFS) shall be contacted to obtain the most recent moving expense regulations. Transferred employees must submit a Relocation Authorization form directly to BFS, specifying the destination and pick-up date, if known. BFS shall notify employees of the moving company to use, and employees shall make final arrangements with the mover.

C. Employees who are transferred shall be allowed to use appropriate accrued leave in the two (2) weeks prior and/or subsequent to the transfer.

D. All moves must be completed within one hundred twenty (120) calendar days of the report date of the promotion or transfer.

9.8 Demotions/Reversions

Assignments that result from demotions/reversions back into a bargaining unit position will be made at the discretion of the Employer with input from the affected division/district commander(s). Among other considerations in making its decision, the Employer may consider: (1) the employee's performance history; (2) the employee's suitability to a position; and/or (3) the employee's desires.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Regular Hours

The regular hours of work each day shall be consecutive unless an employee, with the Employer's approval, splits their shift into two (2) segments. Employees shall not be discriminated against for failure to volunteer for a split shift. When an employee works a split shift, the number of hours worked must total a minimum of eight (8) hours in a twenty-four (24) hour period unless the employee, with the Employer's approval, agrees to a shorter workday.

10.2 Workweek

The standard workweek shall consist of no more than five (5) consecutive workdays consisting of a minimum of eight (8) hours within a twenty-four (24) hour period and a minimum of two (2) consecutive days off.

10.3 Workday

A. The workday for lieutenants shall consist of an eight (8) hour period within a twenty-four (24) hour period including the paid meal period and rest periods. Lieutenants' workdays shall begin and end at their assigned work station; provided, however, that if the lieutenant takes traffic law enforcement action (field supervision, responding to a collision, traffic contact, assisting a disabled motorist) while responding to their workstation, the workday shall begin or end at the time of the traffic law enforcement activity.

B. In exchange for the ability to work a straight shift, the Association and the Employer have agreed to a paid meal period and rest periods that vary from and supersede the paid meal and rest periods required by WAC 296.126.092. These agreed-to meal and rest periods do not require a relief from duty and may occur intermittently.

C. Employees who have been scheduled to attend training for one (1) or more full workdays may be scheduled to work a workday with an unpaid meal period. The training workday shall be either a regularly-scheduled nine (9) hour day with a one

(1) hour unpaid meal period or an eight and one-half (8 1/2) hour day with a one-half (1/2) hour unpaid meal period.

D. The workday for non-line lieutenants shall be either a regularly-scheduled nine (9) hour day with a one (1) hour unpaid meal period or an eight and one-half (8 ½) hour day with a one-half (1/2) hour unpaid meal period.

10.4 Work Schedules

A. The Employer may schedule lieutenants to shifts. The Employer may adjust an employee's workweek and work schedule with prior notice. Supervisors shall provide at least five (5) calendar days' notice before changing the shift or work hours of a lieutenant except in an emergency. If less than five (5) calendar days' notice is given, lieutenants will be paid at the rate of one and one-half (1- 1/2) times their regular rate for all hours worked outside their previous schedule for the duration of the notice period.

B. The Employer may adjust an employee's workweek and work schedule without prior notice in emergencies. "Emergency" is defined as an extraordinary unforeseen operational need.

C. Except in an emergency, the Employer agrees not to schedule a lieutenant to two (2) or more different shifts in any one (1) workweek without the agreement of the lieutenant.

D. Alternate Work Schedules

The Employer agrees to allow the employees to request alternate shifts outside of the normal five (5) day, eight (8) hour shifts in a workweek. The district/division commander and the employee will review the request, with the district/division commander retaining the right to approve or deny the request. Nothing will preclude the district/division commander from changing an employee's work schedule from an alternate schedule to a regular schedule during a week containing a paid holiday, during a week an employee is scheduled to attend training, or for other operational needs, in accordance with Subsection 10.4 A above.

10.5 Overtime for Lieutenants

A. Overtime is defined as work performed by a lieutenant before or after a shift or on a regular day off.

B. Lieutenants shall get pre-approval from a supervisor prior to working overtime if a supervisor is on duty. The Employer recognizes that situations will exist when a lieutenant will be unable to contact a supervisor for pre-approval of unanticipated overtime. In this case, the lieutenant will be paid for the necessary overtime, even though it is not pre-approved. All non-emergency overtime (e.g., report writing and vehicle maintenance) shall be preauthorized by the immediate supervisor or designee.

C. 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.

3. Annual or vacation leave.

4. Sick leave.

5. Compensatory time.

6. Holidays.

7. Any other paid time not listed below.

Work does **not** include:

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

D. Overtime compensation shall be calculated at one and one-half (1-1/2) times the lieutenant's regular hourly rate. The regular hourly rate shall include any geographic pay, shift differential, education incentive, longevity premium, specialty pay, certification pay, and working out of classification pay. The regular hourly rate shall not include any allowable exclusions, and shall be calculated in accordance with the Fair Labor Standards Act. Computation of overtime will be rounded upward to the nearest one-tenth (1/10th) of an hour.

E. Compensatory Time

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

1. Maximum Compensatory Time

Lieutenants may accumulate no more than forty (40) hours of compensatory time. All compensatory time in excess of forty (40) hours at the end of each month will be cashed out as paid overtime except as provided below in Subsection 10.5 (E)(2). All overtime cashed out at the end of each month in accordance with this Subsection shall be paid on the tenth (10th) of the following month. It is the responsibility of the employee and their supervisor to monitor accrued compensatory time and to make mutually agreeable arrangements for its use. Compensatory time hours in the separate bank created by the April 29, 2003 Settlement Agreement between the Association and WSP (see Appendix C) will not count against this limit.

2. Compensatory Time Cash Out

With the exception of compensatory time hours in the separate bank created by the April 29, 2003 Settlement Agreement between the Association and the WSP (see Appendix C), and with the exception of compensatory time hours for employees with twenty-two (22) or more years of service, all compensatory time must be used by June 30th of each odd-numbered year (the end of the biennium). Employees with compensatory time hours in the separate bank created by the April 29, 2003 Settlement Agreement and employees with twenty-two (22) or more years of service shall be allowed to carry those hours to their retirement. The lieutenant's compensatory time balance (excluding the separately banked hours mentioned above) will be cashed out on June 30th of each odd-numbered year or when the lieutenant:

a. Leaves state service for any reason,

b. Transfers to a position within the WSP with different funding sources, or

c. Transfers to another state agency.

10.6 Call Outs

Call out is defined as work performed on a non-scheduled assignment or task when the Lieutenant is otherwise in off-duty status and not on standby. Call out activities shall align with the commander's expectations and district/division notification procedures. Merely receiving a notification is considered de minimis and will not be considered work performed. Lieutenants working overtime as a result of a call out shall be compensated at one and one-half (1-1/2) times the employee's regular rate for the hours actually worked, or for a minimum of three (3) hours straight time, whichever is greater. Lieutenants shall respond within thirty (30) minutes, when a physical response is necessary.

10.7 Shift Extension

Shift extension is defined as any authorized overtime activity occurring after the completion of a regular shift but prior to going out of service. If shift extension or call out is initiated from a source outside of the Department (e.g., a prosecutor), the lieutenant notified shall immediately advise Communications so that a CAD entry can be made to account for overtime accrued. Overtime shall be paid for up to thirty (30) minutes prior to the time of required reporting to the assignment. All supervisory employees shall ensure that accrual of overtime is kept to a minimum.

10.8 Captains

A. In accordance with federal and state law, the Employer has determined that captain positions are overtime exempt and as such are not covered by federal or state overtime laws. Compensation is based on the premise that captains are expected to work as many hours as necessary to provide the public services for which they were hired. The salary paid to captains (including any supplemental compensation in accordance with Article 25.12) is full compensation for all hours worked. Normally captains will be expected to work a minimum of forty (40) hours in a workweek.

B. Captains may earn exchange time for excessive hours worked. Captains shall use the appropriate code on the Time and Activity Report (TAR) to record exchange time, which they will submit to the supervisor for approval. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. Exchange time has no cash value.

10.9 Rest Period

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

ARTICLE 11
HOLIDAYS

11.1 General

The holidays specified in Section 11.2 below are paid non-working days. Actual hours of work required on holidays will be reimbursed in holiday credits at one and one-half (1-1/2) times the number of hours worked in addition to the employee's regular rate of pay. When a regular day off falls on a holiday, the employee will be given either the preceding or following workday as the holiday. The provisions of this Section do not apply to those employees on annual, sick, disability leave, or any leave identified in Article 14 (Other Leaves of Absence) of this Agreement. If a holiday occurs during an employee's annual leave, the employee shall not have a day of annual leave deducted or accumulate a holiday credit.

11.2 Holiday Days

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

11.3 Designated Holiday

Since employees normally work a Monday-through-Friday schedule:

If a legal holiday falls on Saturday, the proceeding Friday shall be designated as the holiday. If a legal holiday falls on Sunday, the following Monday shall be the holiday.

If an employee is not working a Monday-through-Friday schedule and a holiday falls on a regularly-scheduled day off, either the last preceding or the next following workday will be the holiday. Supervisors shall designate which day will be the holiday on an individual basis.

If a holiday is on a scheduled workday and the employee becomes ill or injured, no holiday credit shall be granted, nor sick leave deducted.

11.4 Personal Holiday

All full-time employees, after four (4) full months of employment, are entitled to one (1) added day of personal leave with pay each calendar year. Such leave may be taken as mutually agreed to by the supervisor and the employee. 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.

Employees on temporary disability leave, upon request, shall be permitted to carry the personal holiday forward to the following year. Employees requesting such an accommodation shall submit a statement requesting the extension and the reason for the request.

11.5 Holiday Credits

Lieutenants and captains may accumulate holiday credits, up to a maximum of one hundred and twenty (120) hours.

A. Accrual

Employees who accrue a holiday credit balance in excess of the maximum shall take the excess hours before their next anniversary date of employment or the excess hours shall be lost. The employee is responsible for working with their supervisor to ensure that excess holiday credit hours are used prior to the anniversary date. If the employee is not allowed to use holiday credit hours due to operational necessity, the credits will not be lost.

B. Retirement

The employee, on their retirement date, will lose any holiday credit hours in excess of eighty (80) hours; except that the Employer may allow a retiring employee to use up to eighty (80) hours of excess holiday credits prior to the employee's retirement date by extending the employee's retirement date. Only those hours (up to the maximum of eighty (80) hours) accrued for holidays actually worked during the two (2) years on which retirement benefits are based will be used to compute final average salary.

The decision of the Employer to extend the retirement date pursuant to this Section will result in the Employer granting an exception to the loss of accumulated annual leave if the extension of the retirement date takes the employee past their anniversary date.

C. Separation

Employees shall be paid for all accrued holiday credits up to eighty (80) hours when separating from employment; this does not include the personal holiday.

ARTICLE 12
VACATION

12.1 Annual Leave Credits

After six (6) months of continuous state employment, full-time employees will be credited with the annual leave they accrued during the previous six (6) months, according to the rate schedule and annual leave accrual below. Thereafter, employees will be credited with annual leave accrual monthly, according to the rate schedule and annual leave accrual below.

12.2 Rate of Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue annual leave according to the rate schedule below. Annual 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.

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current 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 year of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

12.3 Accrual Limitations

Employees may accrue unlimited annual leave during the year until their anniversary date. Any time in excess of two hundred eighty (280) hours on the anniversary date shall be lost.

12.4 Exception to Maximum Accrual

If an employee's request for annual leave is denied by the Employer, and the employee has not exceeded the annual leave maximum (two hundred eighty (280) hours) but will exceed the annual leave maximum due to the denial of leave, the Employer shall grant an extension for each month that the Employer defers the employee's request for annual leave. Excess leave shall be taken by the employee as soon as possible, but in any event, by their next anniversary date.

12.5 Sick Leave While on Annual Leave

Employees who become ill or injured qualifying for sick leave during annual leave may revise their Time and Activity Report from annual leave to sick leave for the period of their incapacitation. This revision must occur within five (5) calendar days of returning to duty, or by the fifth (5th) day of the following month if at the end of the month. The revised Time and Activity Report must be approved by the supervisor, who may require a written medical certificate.

12.6 Vacation Leave Defined

Vacation leave is defined as approved annual leave for a period of one (1) or more consecutive working days.

12.7 Vacation Requests

Employees are encouraged to submit vacation requests to their supervisor no later than December 31 for the following calendar year. Requests submitted by that deadline shall be processed on a seniority basis (defined as total length of service in the current or any higher rank) within each working unit, with the senior employee selecting a period of up to twenty-five (25) consecutive workdays, followed in seniority order by the other employees. When all have selected, employees may, by seniority, choose a second vacation period. After this second selection, additional vacation periods, if desired, shall be arranged with the supervisor. No employee may exercise seniority to select a vacation block of more than twenty-five (25) vacation days.

Additional vacation leave shall be arranged with the supervisor. After December 31, changes or additions to the employee's vacation schedule shall be processed on a first-come, first-served basis.

12.8 Miscellaneous

If the supervisor determines coverage can be maintained without planned overtime expenditures, more than one (1) employee may be on leave at the same time. Annual leave shall be charged in one-tenth (1/10th) of an hour increments. When considering requests for annual 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. A Time and Activity Report shall be submitted before taking leave. Employees will not be

authorized to take scheduled vacation leave if they will not have sufficient paid leave (annual leave, personal holiday, compensatory time, holiday credits) to cover such absence.

12.9 Vacation Cancellation

Scheduled vacations shall not be cancelled except for operational necessity due to an emergency or an exceptional business need. Should the Employer be required to cancel scheduled vacation leave, affected employees may select new vacation leave from available dates. In addition, the employee shall be reimbursed by the Employer for:

A. All of the employee's travel and lodging costs, outside of the employee's normal commute costs, reasonably associated with the callback to work; and

B. All documented financial losses, including non-refundable deposits, travel fares and other unrecoverable losses incurred by the employee as a result of the unanticipated cancellation of their vacation. Proof of payment or of non-refundable deposits may be required.

12.10 Vacation Callback

A. If an employee receives notice that a callback for a court appearance or for other authorized purposes conflicts with a previously-scheduled vacation period the employee shall promptly notify their supervisor of the conflict and of any known, verifiable financial losses, including non-refundable deposits, travel fares, and other unrecoverable losses the employee will incur if they are required to forfeit their approved vacation in order to return to work. If the supervisor is unable to resolve the conflict and the employee is called back by the bureau chief/director, the provisions of this Article shall apply.

B. If an employee is called back to work by the bureau chief/director for any purpose permitted by Section 12.9 above, the employee shall not be charged vacation leave for any part of any day(s) spent traveling back to their assigned work station nor shall the employee be charged vacation leave for any part of a day worked following the employee's callback.

12.11 Vacation Callback – Office of Professional Standards (OPS) Investigations

A. When an employee is on other than regularly-scheduled days off (annual leave, compensatory time or holiday credits), and the employee is the subject of or a witness in an OPS investigation, the employee will not be contacted by the OPS regarding the investigation unless such contact is the result of an emergency as defined in Subsection 10.4 B.

B. If a lieutenant who is the subject of or a witness in an OPS investigation is contacted while on other than regularly-scheduled days off due to an emergency as defined in Subsection 10.4 B, the lieutenant shall be compensated at one and one-half (1-1/2) times the regular rate for the time actually worked, or for a minimum of four (4) hours straight time, whichever is greater. The annual leave day will be returned to the lieutenant's balance.

12.12 Vacation Callback – Criminal Investigations

A. If a lieutenant who is the subject of or a witness in a criminal investigation is contacted while on other than regularly-scheduled days off (annual leave, compensatory time or holiday credits), and the contact is for longer than fifteen (15) minutes, the lieutenant shall be compensated at one and one-half (1-1/2) times the regular rate for the time actually worked, or for a minimum of four (4) hours straight time, whichever is greater. The annual leave day will be returned to the lieutenant's balance.

B. If the contact is for fifteen (15) minutes or less, the lieutenant will be reimbursed at one and one-half (1-1/2) times the regular rate for the time actually worked.

12.13 Vacation Callback – Captains

If a captain who is the subject of or a witness in an investigation is contacted while on other than regularly scheduled days off (annual leave, compensatory time or holiday credits), and the contact is for longer than fifteen (15) minutes, the captain's annual leave balance will not be charged for the amount of time actually worked, or for a minimum of four (4) hours, whichever is greater.

12.14 Separation

Any employee who resigns with adequate notice, retires, is laid-off, or is terminated by the Employer will be entitled to payment for annual leave credits. In addition, the estate of a deceased employee will be entitled to payment for annual leave credits.

ARTICLE 13
SICK LEAVE

*This Article has been modified by an MOU effective July 27, 2025

13.1 Sick Leave

The Employer agrees to follow state law and WSP Regulations in administering sick leave. After a full-time employee has been in pay status for eighty (80) non-overtime hours in a calendar month, the employee will accrue eight (8) hours of sick leave. Full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a calendar month, and part-time employees, will accrue sick leave in an amount proportionate to the number of hours they are in pay status in the month to that required for a full time employee, up to eight (8) hours per month.

13.2 Definitions

A. For the purpose of this Article (with the exception of Section 13.4, Bereavement Leave), relative is limited to spouse, registered domestic partner, child, step-child, grandchild, grandparent or parent, step-parent, sister, brother, or parent-in-law.

B. 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 does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

13.3 Sick Leave Use

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

A. A personal illness, injury or medical disability that prevents the employee from performing their job, or personal and/or preventative medical or dental appointments and for reasons allowed by RCW 49.46.210.

B. Care of family members as required by the Family Care Act, WAC 296 130 and RCW 49.46.210.

C. The closure of the employee's work place or the employee's child's school by order of a public official for any health-related reason as defined in WAC 296-128-600 (8) and in accordance with RCW 49.46.210.

D. Qualifying absences for Family and Medical Leave, excluding leave for child bonding purposes.

E. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

F. For healthcare appointments of household members, when the presence of the employee is required and if arranged in advance with the Employer.

G. When an employee is required to be absent from work to care for members of the employee's household of the employee, who experience an illness or injury.

H. Leave for Family Military Leave as required by RCW 49.77.

I. Leave for Domestic Violence Leave as required by RCW 49.76.

J. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

13.4 Bereavement Leave

Sick leave may be used for bereavement in the case of a death of any relative or household member that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the Employer for travel. Relatives are defined for this purpose as spouse, registered domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, step-parent, step-children, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of the employee's spouse or registered domestic partner.

13.5 Use of Other Paid Time Off for Sick Leave Purposes

The Employer may allow an employee who has used all of their sick leave to use compensatory time, exchange time, holiday credits or annual leave for sick leave purposes. All compensatory time, exchange time, holiday credits or annual leave requests for sick leave purposes will indicate that the paid time off is being requested in lieu of sick leave. Employees eligible for disability status, whose condition has been determined to be fixed and stable, shall be allowed the option of using all of their accrued sick leave prior to being placed on disability status.

13.6 Sick Leave Annual Cash Out

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

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

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

C. They notify the payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash. All converted hours will be deducted from the employee's sick leave balance.

13.7 Sick Leave Separation Cash Out and VEBA

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

13.8 Workers' Compensation

Any employee who is off work due to an injury compensable under the Washington Workers' Compensation Act will receive compensation under the Act (i.e., time-loss payments). However, employees, including those on Temporary Disability Leave (TDL), cannot receive both time-loss payments and regular salary or wages. Regular salary or wages include sick leave and TDL, but exclude other paid leave such as annual leave, compensatory time, and legal holidays. The Department must recover the time-loss payments employees receive when they use sick leave or TDL.

ARTICLE 14
MISCELLANEOUS LEAVE AND LIMITED DUTY

14.1 Leave without Pay

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

B. Leave without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's anniversary and periodic increment dates (not the employee's commission date for purposes of seniority in Article 8) to be moved forward in an

amount equal to the duration of the leave without pay, unless the leave without pay is taken for:

1. Military service,

2. Compensable work-related injury or illness leave,

3. Temporary disability leave, or

4. Educational leave, contingent upon successful completion of the coursework.

C. Subject to Public Employee Benefits Board rules, employees on leave without pay shall be allowed to retain their leave balances and to use whatever amount of leave per month is necessary in order to maintain Employer-paid medical and dental benefits.

14.2 Civil Leave

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

14.3 Military Leave

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

A. A Time and Activity Report for the period of time requested shall be submitted. In addition, a copy of the military order or drill orders (if available) will be submitted with the Time and Activity Report. If the military order or drill orders are not available prior to the employee going on military leave, the military order or drill orders shall be submitted when the employee returns from leave.

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

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

D. If employees do not have enough military leave, other leave accruals, except sick leave, may be used. Employees may take leave without pay for such training periods.

E. The Employer will comply with state and federal law concerning any adjustments to seniority date, anniversary date, vacation leave accrual rate, or periodic increment date while the employee is on military leave.

14.4 Educational Leave

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

A. No employee shall be eligible while on probation.

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

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

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

E. Employees shall not exercise authority as a police officer during the leave. Any employee returning from leave may be disciplined by the Employer for actions taken during the leave, provided the discipline meets the standards for discipline contained in Department regulations.

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

G. The provisions of this Section do not apply to the attendance of Employer-selected employees at a command college or other professional command school.

14.5 Pregnancy

A. Maternity Leave, Newborn Care, or Adoptive Care

Pregnancy will not in any way limit an individual's job opportunities or penalize the employee in terms or conditions of employment.

B. Limited Duty

Illness or disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are considered a temporary condition. The Employer will make a reasonable effort to provide a limited duty assignment for the employee who cannot perform the essential functions of their job because of illness or disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery. The physical demands of the assignment shall be considered along with recommendations from the employee's health care provider.

C. Notification of Pregnancy

As soon as an employee realizes they are pregnant, they shall submit an IOC through the chain of command and a written statement from their health care provider, including the following:

1. Verification of pregnancy;
2. Anticipated delivery date;

3. Ability to perform full or limited duties.

D. Change in Medical Status
If the employee's medical status changes, requiring changes to duty assignment, a written statement from their health care provider is required immediately.

E. Ninety (90) Day Notice
The employee shall submit an additional IOC ninety (90) calendar days prior to taking parental leave outlining their leave plans. This shall be waived if some complication occurs and the employee is unable to work prior to the ninety (90) day date.

F. Human Resource Division (HRD)
It shall be the responsibility of the employee to contact the HRD concerning the effect the parental leave of absence without pay may have upon any employee benefits and for insurance information.

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

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

14.7 Temporary Limited Duty and Long Term Limited Duty
The following provisions shall govern temporary limited duty and long term limited duty assignments.

A. Definitions

1. "Active service," "line duty," "other duty," and "disability" shall have the respective meanings set forth in WAC 446-40-020 in effect as of the date of this Agreement.

2. "Temporary limited duty" shall mean an active service assignment, of one year or less, for an employee who is unable to perform all of the essential functions of their regular position because of a medical condition(s).

3. "Long term limited duty" shall mean an active duty assignment for an employee who is unable to perform all of the essential functions of their regular position because of a medical condition(s) and associated medical restrictions that have exceeded one year.

B. Temporary Limited Duty

The Employer shall offer temporary limited duty assignments to employees when an employee is unable to perform the essential functions of their regular position because of a medical condition(s), and if the Chief determines that appropriate bargaining unit work is available.

Employees on temporary limited duty assignments may be permitted to use the Employer's vehicle for commuting purposes. Temporary limited duty assignments shall not require a change in residence and all travel time associated with a temporary limited duty assignment shall be at the expense of the Employer, when the employee's regular duty assignment includes commute time. The Employer, by its sole determination, may allow the employee to wear their badge and gun, depending upon the duty limitation. That determination is not subject to the grievance procedure.

If the employee on temporary limited duty does not improve to a point that permits a return to full duty, or the employee has been on temporary limited duty status for one year, the employer and the employee will engage in the long term limited duty process.

After one year of temporary limited duty an employee may request a six-month extension through their District Captain or Division Commander to the Technical Services Bureau Assistant Chief. The TSB Assistant Chief shall review the employee's status to determine if a six-month temporary limited duty extension is warranted based on medical necessity. The employee will continue working under the conditions of their temporary limited duty assignment if a six-month extension is granted by the TSB Assistant Chief.

C. Long Term Limited Duty

Employees will be placed on long term limited duty when an employee has been on temporary limited duty status for one year. The Employer shall use reasonable efforts to provide a long term limited duty assignment within fifty (50) miles of the employee's current residence. If after using reasonable efforts the Employer is unable to provide a long term limited duty assignment within the fifty (50) mile distance, the Employer will attempt to locate a long term limited duty assignment beyond the fifty (50) mile distance. If the employee accepts, the employee shall comply with the residence requirement. If it is necessary for the employee to relocate, the Employer shall reimburse the employee's moving costs in accordance with the Office of Financial Management guidelines.

When an employee is placed on long term limited duty the HRD shall determine the use of the Employer's vehicles during duty hours and wearing of the uniform. Employees shall commute to and from their assignment on their own time, using their personal vehicle.

D. Limited Duty Assignments

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

Provided the Chief determines that appropriate bargaining unit work is available, the HRD shall coordinate selection of the assignment with the employee's attending physician and, if necessary, with the Employer's physician after an independent medical examination. An employee shall have the option to accept a limited duty position that is approved by their attending physician and, if necessary, by the Employer's physician after an independent medical examination, and that is in compliance with this Agreement.

E. Return to Full Duty

A temporary limited duty or long term limited duty assignment will end when the employee is certified as capable of returning to full duty by their physician and/or the Employer's physician.

1. When an employee returns to full duty from temporary limited duty the employee shall be returned to their former assignment.

2. Lieutenants who are returned from a long term limited duty assignment shall be allowed to return to either an assignment in the same geographical area of their long term limited duty assignment or to the district of their previous field force line assignment if a lieutenant vacancy exists in that district.

3. If an employee on temporary limited duty does not improve to a point permitting return to line duty, then the Chief will either: (1) place the employee on long term limited duty; or (2) place the employee on disability as provided in WAC 446-40-040.

14.8 Retirement Counseling

The Employer shall sponsor at least two (2) retirement planning programs annually. Such programs shall be a minimum of four (4) hours in duration and shall be offered to all employees regardless of years of service. During their employment with the Washington State Patrol, employees shall be allowed to attend up to two (2) such programs in paid status.

14.9 Life-Giving Procedures

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, 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 will participate or has participated in a life-giving procedure. The Department

may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures. Nothing in this Section should be construed to change existing practice with respect to the donation of blood.

14.10 Wildfire Disaster Leave

In the event the Governor declares that a state of emergency exists in any area of the state of Washington, the Employer 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 three (3) months from the date of the declaration. If hours of leave with pay are approved, an employee is not required to use them consecutively, and the leave does not need to be taken in full day increments.

ARTICLE 15
PERSONNEL FILES

15.1 Official Personnel Files

A. Each employee shall have an official personnel file maintained by the Human Resource Division (HRD). The HRD is accountable for the maintenance, disposition, and confidentiality of all official personnel files.

B. Contents of the Official Personnel Files

Employee files are organized into sections. The contents of the sections may include, but are not limited to:

General Personnel Documents:

- Transfer Orders
- Cadet Appointment Letter
- Commission/Appointment Letter
- Leave of Absence (Educational, etc.)
- Personnel Orders
- Personnel/Payroll Documents
- Personnel History
- Resignation
- Retirement
- Special Temporary Assignments
- Termination
- U.S. Military Records
- Peace Officer Certification

Job Performance Documents:

- Awards
- Commendations and Complimentary Letters
- Evaluations
- Probationary Letters

Employee Development Documents:
- Out-of-Department Training Schools
- School Transcripts or Certificates

C. Except as specifically agreed otherwise, personnel files shall not contain disciplinary records, including reprimands. The parties agree that the only appropriate remedy for a grievance regarding a disciplinary document in a personnel file will be the removal of the document from the personnel file. Only those reprimands uploaded to CITE (the Employer's electronic database regarding disciplinary records) will be noted in the employee's OPS history.

15.2 Supervisory Files

A. Supervisory files contain supporting documents, references, or records maintained by the employee's supervisor relating to an employee's job performance. Supervisory files may contain, but are not limited to:

1. Job performance documentation.
2. Departmental correspondence.

B. When information in the supervisory file is purged it shall be returned to the employee. Upon retirement or other termination of employment, the employee shall be given their supervisory file.

C. Transfer of Supervisory File

When an employee transfers, the supervisor shall forward all supervisory file records to the new supervisor. The supervisory file shall be sealed, marked "confidential," and delivered by the employee to the new supervisor.

15.3 Access to Personnel Files and Supervisory Files

Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Association will take appropriate steps to maintain such confidentiality. The Department shall have access to an employee's personnel and supervisory file when necessary for Departmental operation. Access to the files shall be limited to:

A. Employees with proper identification requesting to examine their own file. Examination will be in the presence of the HRD Commander or designee. Employees shall not remove any material from their files; but may have the HRD provide, without charge, a copy of any material in the files.

B. The Chief.

C. The Deputy Chief.

D. The Assistant Chiefs and Bureau Directors.

E. Assistant Attorneys General assigned to represent the WSP and their authorized staff (e.g., paralegal, tort investigator).

F. An employee's representative having written authorization from the employee.

G. Supervisors and managers in the employee's direct chain of command.

H. Officials whose duties require access to personnel files (determined by the HRD Commander). After access has been approved by the HRD Commander or designee, an entry in the Personnel File Access Record (attached to the inside cover of the file jacket) shall be made, documenting the name of the individual examining the file and the date of the examination. No materials may be removed from the employee's file except pursuant to the purging provisions of this Article. If an authorized representative of the Employer, as determined above, makes a copy of any document from an employee's personnel file or disciplinary file, then a notation will be made in the file indicating the person who made the copy, how many copies were made, and to whom the copies were provided.

I. The OFM State Human Resources Director

J. Department of Enterprise Services

15.4 Public Disclosure

Except as required by law, the Employer shall refuse to disclose information in personnel files or OPS files if that disclosure would violate the employee's right to privacy, as defined by RCW 42.56.050. All requests for information (other than routine employment information, e.g. confirmation of employment, length of service, current status of employee, or prior assignments; or release of collective bargaining related information pursuant to a request from an exclusive bargaining representative) shall require a proper public disclosure request or legal obligation.

A. When documents or information in an employee's personnel file or supervisory file are the subject of a public disclosure request, the affected employee and the Association shall be notified of the request. The affected employee shall be given five (5) business days to object to the release of the requested documents. Such objection shall be provided in writing. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

B. If the Employer determines that the employee's right to privacy would be violated, it will not release the document and will provide a defense in court, if necessary. If the Employer does not agree, it will so notify the affected employee and the Association in writing. The documents will not be released until the time period in

Subsection 15.4 C below has expired, except when required by law, during which time the employee shall have an opportunity to prevent the release under RCW 42.56.540 at the expense of the Association or the employee.

C. Except when required by law, if an employee files an objection, then prior to the disclosure of any documents from the personnel files or OPS files, the Employer shall either (1) provide a copy of the redacted documents to be disclosed; or (2) provide an opportunity for the affected employee to review the redacted documents. The employee shall have up to ten (10) calendar days to review the documents. If the affected employee has a question regarding the redactions, they may discuss the questions with the Employer's representative.

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

15.5 No Secret Files

Only one (1) official personnel file and supervisory file shall be maintained for an employee, though copies of district-related personnel records may be maintained at the district level. No secret personnel file or any other secret file will be kept for any employee. This does not preclude the Employer from maintaining additional files that may include, but are not limited to attendance files, payroll files, medical files and legal defense files. Supervisors may maintain a supervisory file containing notes on an employee's job performance for the purpose of preparing performance evaluations or for corrective action. Medical files will be kept separate and confidential in accordance with state and federal law.

15.6 Adverse Comments

A copy of any material to be placed in an employee's personnel file or supervisory file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to their work performance placed in their personnel or supervisory file.

A. Employees shall not have any material that might lead to disciplinary action entered into their personnel or supervisory file without having first read and signed the document containing the material, indicating they are aware of the material; except that the material may be entered into the file if, after reading the document(s), the employee refuses to sign. Should an employee refuse to sign, that fact shall be noted on the document.

B. Employees shall have ten (10) calendar days to file a written response after being made aware of material entered into their personnel or supervisory file that might lead to disciplinary action. Such written response shall be attached to and shall accompany the adverse material.

15.7 Retention

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

A. If an employee is disciplined, evidence of reprimands up to one (1) year prior to the date of discipline, and any other notices of disciplinary action up to five (5) years prior to the date of the discipline shall be admissible in any proceedings concerning the disciplinary action, including appeals from the disciplinary action. Only discipline showing a pattern of similar behavior occurring outside of those parameters may be admissible in any disciplinary action. The relevancy of prior actions may be argued and considered under just cause.

15.8 Medical Files

Medical files will be kept separate and confidential in accordance with state and federal law. The Employer may require a release, signed by the employee, on a form provided by the Employer before the Employer releases any medical and/or accommodation information to the Association.

15.9 Access

Unless specifically provided otherwise, nothing herein shall be construed as limiting any rights the Association has under the law to access records.

15.10 Performance Evaluations and Job Performance Appraisals (JPA)

A. The performance evaluation and JPA processes give supervisors an opportunity to discuss performance goals and expectations that meet the Department's objectives with their employees; to assess and review the performance of their employees with regard to those goals and expectations; and to provide support to employees in their professional development, so that skills and abilities can be aligned with Department requirements. JPAs for Lieutenants shall be completed annually, except for probationary JPAs which will be completed quarterly. JPAs will be completed in accordance with the Job Performance Appraisal Manual for Lieutenants.

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

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

D. Performance evaluations and JPAs are not subject to the grievance procedure of this Agreement.

ARTICLE 16
EMPLOYEE RIGHTS IN INVESTIGATIONS

16.1 The Employer has the authority to determine the method of conducting investigations; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. Any proposed change to any term or provision of the Regulation Manual or Administrative Investigations Manual concerning internal investigations shall be subject to the concurrence process in Article 19. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes.

16.2 The Employer accepts and investigates complaints against employees. The Employer shall continue to use a citizen complaint form. The form shall contain at least the following information:

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

16.3 The provisions of this Article will not apply to routine discussions with an employee in the normal course of duty. They shall apply when the employee is subject to questioning by a supervisor or any other member of the Department, and where the employee reasonably believes such questioning is about actions or a failure to act by the employee, that, if proven, could lead to discipline.

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

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

16.6 The questioning shall be conducted while the employee is on duty, unless the seriousness of the investigation requires otherwise. If the questioning occurs during off-duty time of the employee being questioned, the employee shall be compensated for such off-duty time in accordance with regular Employer procedures. If an employee is required to return from leave to appear for questioning, the employee shall be paid for the time under the provisions for a call out under Article 10.6, and the employee will have leave hours equal to the amount of time spent appearing for the questioning (including travel time), rounded up to the nearest hour, returned to the appropriate leave balance.

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

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

16.9 During any criminal investigation conducted of an employee by the Employer or its agent, any attempt to obtain a written or verbal statement from the employee under investigation will be preceded by the giving of and inquiring as to the understanding of the employee's constitutional rights.

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

16.11 The employee may request that questioning be delayed for up to five (5) calendar days in order to obtain legal advice or other assistance. If the Employer decides to substitute the Department as the complainant, the Employer agrees to contact the Association to discuss the reasons for doing so.

16.12 Witness Interviews

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

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

C. An employee involved in a situation described in this Section may assert the right to confer privately with their legal advisor or Association representative before questioning continues.

16.13 If an employee is to be subjected to a form of discipline which, under the terms of this Agreement, is not appealable, and such discipline is based upon an employee's responses when the employee was questioned as a witness, the employee shall be given an opportunity to present a response to the allegations against them before the discipline is imposed.

16.14 If any employee refuses to answer questions based on the constitutional right against compelled self-incrimination, the employee may be advised of their rights under Garrity v. New Jersey. That is, the employee will be informed that the continued refusal to answer questions can be the basis for disciplinary action, including termination, and that any answers to such questions or information derived from answers cannot be used in any way in any subsequent criminal proceeding.

16.15 Prior to questioning about an incident which could reasonably be expected to result in discipline, the Employer's representative shall notify the employee of the employee's right to be represented by either an Association representative or counsel during the course of the questioning, and of the right to five (5) calendar days advance notice of questioning. Employee's, at their request and own expense, shall have the right to be represented by a person of their choice, who may be present at all times during the questioning. The employee's representative may counsel the employee only to the extent allowed by law under Weingarten v. NLRB and its progeny. The employee may be accompanied by both an attorney and an Association representative during the disciplinary interview; provided, however, only one (1) of them may speak at the interview on behalf of the employee.

16.16 Employees shall not be subjected to any offensive language, nor shall investigators make promises or threats as an inducement to answer question.

16.17 The Employer shall not cause employees being questioned to be subjected to visits by the press or news media, nor shall their home address or photograph be given to the press or news media without the employee's express consent, unless required by public disclosure laws. The Employer will notify the employee before releasing an employee photograph to the news media.

16.18 The complete questioning of an employee may be recorded by the Employer, the employee, and/or the employee's representative. If a tape recording is made of the questioning, the employee shall be entitled to a copy of any tape recording in which they participated. If a transcript is made of the tape recording, and the finding on the complaint is sustained, then the employee shall also be entitled to a copy of the tape transcription. The employee shall be informed prior to the start of the questioning that the session will be recorded.

16.19 Employees involved in the use of lethal force shall be advised of their rights to and allowed to consult with an Association representative and/or attorney prior to being asked to give an oral or written statement about the use of lethal force. Such right to consult with a representative or with counsel shall not prevent the Employer from obtaining critical information regarding the status of the incident, e.g. suspects still at large or the location of critical evidence, or unduly delay the giving of the interview, and shall not take longer than forty eight (48) hours in any case.

16.20 Whenever an employee is charged with a criminal offense arising out of the performance of an official act that was fully in conformity with established written rules, policies, and guidelines of the Employer, the Employer shall request the Attorney General to defend the employee. The Employer will defend the employee at the Employer's expense if the Attorney General concurs that the employee's acts or omissions fall within the scope of

RCW 10.01.150. Whenever an employee is named as a civil defendant based on alleged acts or omissions that were, or were purported to be, in good faith and within the scope of the employee's official duties, the Employer shall request the Attorney General to defend the employee. The Employer will defend the employee in such civil action if the Attorney General finds that the employee's acts or omissions fall within the scope of RCW 4.92.070.

16.21 Investigation Timelines

A. Complaints shall be accepted or rejected by the Employer within ten (10) business days of receipt. Complaints shall be deemed accepted when the Commander of the Office of Professional Standards (OPS) signs the Internal Incident Report (IIR). Timelines shall begin when a complaint is accepted, provided however that the Employer may suspend timelines during a period that a criminal investigation against the employee is pending or a prosecutorial charging decision is pending.

B. In the event it becomes necessary to make a change or changes on an IIR, whiteout or any similar method shall not be used. Any changes to language shall be made clear, deletions shall be struck out, and the person making the change(s) shall initial and date the change(s) and note the reason(s) for the change(s) either on the document or on an Interoffice Communication (IOC).

C. Within five (5) scheduled employee workdays of the later of either: 1) accepting a complaint against an employee; or 2) the resumption of an administrative investigation following a criminal investigation, the Employer shall forward a copy of the IIR and any attachments to the employee, unless such notification will endanger the investigation of the complaint. If an employee is on leave, the five (5) scheduled employee workdays do not begin until the employee returns from leave.

D. Investigations arising out of minor complaints shall be completed within sixty (60) calendar days, moderate complaints within ninety (90) calendar days, and major complaints within one hundred twenty (120) calendar days. If the investigation cannot be completed within these timeframes, an extension may be granted in accordance with Subsections 16.21 E and F below. Investigations shall be deemed completed when the employee is advised of the Employer's contemplated discipline.

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

1. Complexity of the investigation.
2. Agency resources or the need to utilize outside resources.
3. Pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation.
4. Unavailability of witnesses after reasonable efforts to locate.
5. Undue delays in transcription of interview tapes.
6. Delays caused by the Association or its representatives.

7. Emergencies.

Investigations covered by this Subsection may also be extended if the appointing authority requests specific, additional investigation. An extension on this basis shall require the notification in Subsection 16.21 F below and shall be only for such time reasonably necessary to complete the additional investigation.

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

G. The Employer's obligation to limit extensions of investigations under Subsection 16.21 D shall be subject to the grievance procedure in Article 18, including arbitration under Step 3. If a grievance is sustained in arbitration the Employer shall be assessed an amount equal to one hundred dollars ($100) for each day the investigation is extended for reasons not deemed reasonably determined, exigent circumstances.

H. This Section, 16.21 shall not affect any rights under Article 18. Violation of any timeline set forth in this Section shall not affect any discipline imposed by the Employer. The Association may raise issues of timeliness of investigations as a component of the elements of just cause in a Disciplinary Arbitration; provided, however, that the resolution of any grievance under this Section shall not be raised.

16.22 Defense Cost Reimbursement

Subject to the provisions set forth below, the Employer agrees to reimburse an employee for reasonable, usual, and customary legal fees incurred as a direct result of a criminal investigation or criminal charges arising out of the employee's involvement in actions in the performance of their duty. Reimbursement will not be made if (1) the employee is convicted (by verdict or plea) of any criminal charges arising out of the incident; (2) the employee admits to the underlying facts of the charge (e.g., deferred prosecution); (3) the Employer sustains disciplinary charges on the basis of the employee's actions that formed the basis of possible criminal liability and the disciplinary charges are sustained upon final appeal; or (4) the employee resigns before a final determination on a disciplinary charge(s) is made. The following provisions shall apply to reimbursement under this Section:

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

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

C. The maximum amount of defense costs subject to reimbursement under this Section is two thousand five hundred dollars ($2500); provided, however, that the Chief retains the right to reimburse defense costs in excess of such amount on a case-by-case basis.

D. If the Attorney General's office assumes representation of a subject employee under RCW 10.01.150, the Employer's obligation under this Section shall be limited to the amount of costs incurred before the date representation by the Attorney General's office commenced, up to the maximum amount in Subsection 16.22 C above.

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

ARTICLE 17
DISCIPLINE AND DISCHARGE

17.1 Discipline

A. With the exception of the suspension or demotion of probationary employees pursuant to RCW 43.43.060, the Employer will not discipline any employee without just cause.

B. Discipline includes written reprimands, suspensions, demotions and discharges. Written reprimands and transfers as a result of a disciplinary sanction may not be appealed to a disciplinary arbitrator or Trial Board. Written reprimands may be appealed only through Step 2 of the grievance procedure. Transfers as a result of a disciplinary sanction may be appealed through the grievance procedure. Corrective actions including counseling and oral reprimands are not subject to appeal through this Article or the grievance procedure; however, employees may provide a written response in accordance with Section 15.6.

C. Except as set forth in this Agreement, the Employer has the authority to determine the method of conducting investigations; however, any proposed change to any term or provision of the Regulation Manual or Administrative Investigations Manual concerning internal investigations shall be subject to the concurrence process in Section 19.1. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes.

D. The parties are committed to resolving disciplinary matters involving 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 continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process when appropriate as mechanisms for accomplishing this goal.

E. Upon completion of an investigation:

1. The appointing authority shall evaluate the investigation file. The appointing authority shall determine whether or not the charges are sustained. After consultation with the Office of Professional Standards (OPS) Commander regarding past sanctions for similar violations, the appointing authority will initially determine the degree of discipline to impose. In determining the appropriate discipline, the seriousness of the offense, the individual employee's history, and the range of sanctions for similar violations will be considered. The disposition of charges shall fall in one (1) of the following categories: proven, undetermined, unfounded, exonerated, policy error or unintentional error.

2. If a charge (or charges) against an employee is resolved with a non-adverse finding, the OPS Commander and appointing authority will review the categorization of the complaint and, if appropriate, re-categorize the complaint.

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

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

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

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

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

4. Multiple violations involving the same incident will each receive a determination, but only one (1) sanction will be issued for the incident.

5. The OPS Commander and appointing authorities have the latitude and are encouraged to explore negotiated settlements such as last chance agreements, suspended sentences, or other innovative approaches. The Employer and the Association may agree to a sanction outside the range on the matrix and/or to re-categorization of the charge as a part of a non-precedential settlement agreement.

G. The Employer has the authority to impose discipline, which is then subject to the appeal process set out in Sections 17.3 and 17.4 below, except that suspension or demotion of a probationary employee is at the sole discretion of the Employer and may not be appealed through the processes in this Article or the grievance procedure in Article 18 of this Agreement.

H. In lieu of serving a suspension, employees may either:

1. Substitute accrued vacation and/or compensatory time for any or all of the suspension on an hour for hour basis up to the amount of fifteen (15) days in a three (3) year period. An employee who so chooses shall continue to work, but the amount of time being substituted for the suspension shall be deducted from the appropriate leave balance. Upon substitution, the discipline shall be final and no appeal shall be filed; or

2. Substitute a reduction in pay for the suspension. The amount of the total pay reduction will be calculated by multiplying the number of hours the employee would be suspended by the applicable pay rate. The portion of the total amount by which the employee's pay will be reduced during each pay period will be mutually agreed to by the employee and the Employer.

17.2 Due Process Meetings

A. Prior to the final decision, the accused employee will be provided with a copy of all the charges in the investigation and furnished a copy of the completed investigative file.

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

C. The employee may choose to accept the proposed discipline. If the employee does not accept the discipline, a conference shall be conducted following the period described above, unless an extension has been granted or the employee has waived their right to this due process meeting. The accused employee will be afforded the opportunity to present any mitigating evidence they deem pertinent. The employee may submit their evidence verbally or in writing. The session shall be tape-recorded. The employee may also record the session or request a copy of the tape

made by the appointing authority. A representative of the Association and counsel may represent the employee at the conference, provided that only one (1) representative may speak on behalf of the employee unless requested to do so by the Employer.

D. The appointing authority may submit questions arising from the conference to the OPS for follow-up investigation if they deem the follow-up is necessary.

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

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

17.3 Election of Remedies

Any non-probationary employee who receives a suspension, demotion, or discharge shall be subject to the disciplinary arbitration procedures or the Trial Board procedures. Any probationary employee who receives a discharge shall be subject only to the Trial Board procedures. Only the Association may advance a case to disciplinary arbitration. If the Association denies the employee's request to proceed to disciplinary arbitration, then the employee may proceed to the Trial Board. If the employee elects the Trial Board, the provisions of RCW 34.05, RCW 43.43, and WAC 446-08 shall apply. An appeal from the Trial Board to Thurston County Superior Court will not stay the Chief's decision. Pursuing a claim through the disciplinary arbitration or Trial Board under this Article constitutes a waiver of the right to pursue the same claim before an arbitrator under Article 18, Grievance Procedure.

17.4 Disciplinary Arbitration

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

B. If the Association elects to appeal to disciplinary arbitration, the notice shall be filed and served with the Chief's office within thirty (30) calendar days of receipt of the notice of disciplinary charges.

C. If the Association elects disciplinary arbitration, the discipline will be imposed immediately after the time limit in Subsection 17.4 B has expired.

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

E. Record

The record before the arbitrator shall be developed in accordance with the WSP Regulation Manual, except as provided herein. Charges shall be proven by a

preponderance of the evidence. The proceedings before the DRB shall be tape-recorded.

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

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

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

I. Costs
The parties will split the fees for the services of the arbitration, the costs of the hearing facility, and any related costs. Witnesses shall be compensated in accordance with state law. Each party shall be responsible for its own costs and attorney fees.

J. Finality
The decision of the arbitrator shall be rendered in writing no later than thirty (30) calendar days after the close of the hearing, and shall be final and binding on the parties, subject to reversal only if the arbitrator has made an error of law under RCW 34.05 and the provisions of RCW 7.04A.

ARTICLE 18
GRIEVANCE PROCEDURE

18.1 Purpose
The purpose of this grievance procedure is to establish an effective process for the fair, expeditious, and orderly resolution of grievances at the lowest possible level. Within this spirit, the following procedure is not to substitute or in any way inhibit open communications between the employee and supervisor.

18.2 Exclusivity
This grievance procedure shall be the exclusive grievance procedure for the resolution of disputes regarding the specific meaning, interpretation or application of the express provisions of this Agreement for all employees of the bargaining unit. This procedure shall also be the exclusive grievance procedure for resolution of disputes regarding any non-disciplinary separation.

18.3 Definition

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

18.4 Filing

A. Any employee, the Association, or any group of employees covered by the Agreement who believe they have been aggrieved may file a grievance in accordance with the provisions of this Article. In the presentation of grievances, involved employees will not be discriminated against, interfered with, restrained, or suffer any reprisals as a result of the grievance.

B. All grievances shall be filed on a mutually acceptable form provided by the Department. Only those grievances filed on the official grievance form will be processed by the Department. The Employer will provide a copy of any grievance filed by an employee to the Association.

1. A grievance filed by an individual employee will be signed by the individual employee and will cover only the individual employee filing the grievance.

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

3. A grievance filed by the Association will be signed by a representative of the Association. The Employer's obligation to respond to the grievance shall not begin to run until the Association submits to the Employer a list of the employees covered by the grievance. If the Association does not submit this information within forty-five (45) calendar days of the filing of the grievance, the grievance is deemed to be withdrawn. The Employer's potential liability extends only to the named employees. Failure to identify the facts of an employee's grievance constitutes withdrawal from the group grievance of that employee. Only one (1) employee from the group may attend in paid status in accordance with Section 18.9, Release Time.

18.5 Discipline

Either the established statutory disciplinary process of a Trial Board and/or Superior Court, or the Disciplinary Arbitration described in Article 17 shall be the sole appeal process for an employee who is suspended, demoted or discharged.

18.6 Procedure

A grievance shall be processed in the following manner:

Step 1

The affected employee(s) and/or the Association shall discuss the grievance with the affected employee's immediate supervisor within fifteen (15) calendar days after the grievant becomes aware of its occurrence or should have been aware of the occurrence. If

the grievant is not satisfied, the grievance shall be submitted in writing to the employee's immediate supervisor within fifteen (15) calendar days after the meeting with the supervisor. The grievance shall state the facts of the grievance, the date on which the incident occurred, a specific description of how each cited Article and Section of the Agreement was allegedly violated, and the specific remedy sought. The immediate supervisor shall respond within fifteen (15) calendar days of receipt thereof.

Step 2

If the grievance has not been settled at Step 1, the grievant/Association may present the grievance in writing to the Chief within fifteen (15) calendar days after the response specified in Step 1 is due. The Chief or Deputy Chief (for grievances filed by a Captain) or Assistant Chief (for grievances filed by a Lieutenant) shall contact the grievant/Association to schedule a meeting or telephone conference call to discuss the grievance within fifteen (15) calendar days after receipt thereof. Within fifteen (15) calendar days after the meeting or conference call, the Chief or designee shall respond in writing to the grievant/Association with a decision on the grievance.

Step 3

A. If the grievance is still unsettled, the Association may refer the grievance to arbitration within fifteen (15) calendar days of receipt of the response specified in Step 2. The parties shall jointly attempt to select an arbitrator. If the parties fail to agree, the arbitrator shall be selected from a panel of seven (7) arbitrators obtained from the Federal Mediation and Conciliation Service (FMCS) using the alternate strike method. The arbitrator shall be notified of the selection by a letter jointly authored and signed by the Department and the Association. All arbitration hearings shall be held in Olympia, Washington (unless the parties mutually agree otherwise).

B. The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or of any Washington State Patrol (WSP) regulation, policy or procedure directly related to personnel matters. The arbitrator shall only consider and make a decision with respect to the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to the arbitrator. In the event the arbitrator finds a violation of the terms of this Agreement, the arbitrator shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of any state law. The arbitrator shall submit in writing the decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final; however, a decision that exceeds the authority granted herein may be appealed to a court of proper jurisdiction in accordance with law.

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

18.7 Expenses

Expenses for arbitration shall be shared equally by both parties; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party desires a copy, both parties shall jointly share the cost of the transcript, all copies, and all other recording and/or transcription costs.

18.8 Time Limits

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

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

C. No grievance shall be entertained or processed unless it is submitted within fifteen (15) calendar days after the employee concerned has become aware, or should have become aware, of the event or occurrence giving rise to the alleged grievance. The time limits in this grievance procedure shall be deemed to have been met if the response or submittal is faxed, emailed or post-marked within those time frames.

18.9 Release Time

All grievances shall be heard on paid status for the aggrieved employee; however, should it be necessary to adjust an employee's schedule on the day of the grievance hearing, no overtime or penalty payment shall be incurred as a result of the schedule change. If a grievance hearing extends beyond the employee's normal shift, no overtime will be paid for the time beyond the employee's normal shift length. Whenever possible the parties agree to conduct grievance hearings by telephone. In those cases where the parties agree to conduct an in-person hearing, the aggrieved employee may use a state vehicle to travel to the hearing. The aggrieved employee may have an Association representative accompany them through the grievance steps. When the Association activities involving processing written grievances and representation of Association members at grievance hearings occur during an Association representative's regularly-scheduled duty hours, the activities will be performed on duty. If the activities require the Association representative to travel to a district other than their own, then actual travel time up to three (3) hours shall be on duty. No overtime, compensatory time, call out pay, or shift adjustment penalty shall be authorized. Investigation of grievances shall be on the Association representative's own time.

18.10 General Provisions

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement. 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. A grievance may be withdrawn at any time. If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

ARTICLE 19
ASSOCIATION-MANAGEMENT COMMUNICATIONS

19.1 Concurrence Process

Prior to implementation of changes to the Regulation Manual or to the Administrative Investigation Manual, the Employer will send copies of the proposed changes to the President of the Association. The Employer will consider any comments or concerns of the Association before finalizing and publishing the changes.

19.2 The Employer agrees to make available a copy of new rules and regulations to each employee.

19.3 Labor Relations Advisory Committee (LRAC)

A. Purpose

The purpose of this Section is to establish an orderly procedure for review of matters appropriate for discussion between the parties. Said matters will be limited to those of a group nature that are or appear to be systemic causes for grievance(s) or misunderstanding(s), or that may improve the efficiency or effectiveness of district/section operations. The LRAC is not a forum for ongoing or revisionary negotiations. Nothing in this Article precludes the Association from requesting a meeting with the Chief regarding an issue discussed at an LRAC meeting for which no resolution was reached. If the Association requests such a meeting, the Chief will meet with the Association President to attempt to resolve the issue within forty-five (45) calendar days of receipt of the request.

B. Composition of Committee

This committee shall be composed of three (3) Association representatives and three (3) Washington State Patrol management representatives, including one (1) member of the Employer's Labor Relations staff, who will serve as the committee's coordinator. Additionally, the Association may have in attendance at the meetings of the LRAC its choice of labor representative for the purpose of counseling its representatives.

C. Meeting Dates

Meetings of the LRAC shall be held at the mutual consent of the Employer and the Association and at mutually agreeable times and locations. Either side may request a meeting and the meeting shall be held as soon as possible, but in every case within thirty (30) calendar days of such request unless mutually agreed otherwise. Agenda items that comply with Subsection 19.3 A, submitted at the time the request to meet

is made, shall be included on the agenda of the next meeting, and reasonable time shall be given to discuss those items.

D. Meeting Minutes
Any minutes that either party desires to take shall be the responsibility of that party.

E. Attendance of Association Representatives
Meetings will be held during normal business hours (0800-1700/Monday-Friday) Association representatives to the LRAC who are scheduled to work during the hours in which the meeting is conducted shall be given paid release time for time spent attending and traveling to and from the meeting; however, overtime, compensatory time, or exchange time shall not be accrued by any of the representatives as a result of attending an LRAC. Any other costs associated with the Association representatives attending an LRAC meeting shall be borne by the Association. Other Association representatives (other than the three (3) identified in Subsection 19.3 B) shall be on their own time, travel in their own personal vehicle (unless attending with a representative identified in Subsection 19.3 B), and bear all costs associated with attending LRAC meetings.

F. Scope of Authority
The committee established under this Section shall be a forum for the resolution of potential problems; however, the committee shall be used for discussions only, and will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement, unless done in accordance with Section 26.3. The committee's activities and discussions will not be subject to the grievance procedure in Article 18. Nothing in this Section shall be construed as limiting the right of the Association or any of its members to file and process a grievance for an alleged violation of this Agreement. Further, the decision of the Association to either take an issue or not take an issue to the LRAC shall not be construed as a waiver of any other rights, which the Association or its members may possess.

ARTICLE 20
EMPLOYER FACILITIES

20.1 Access to Employees
The Employer agrees to allow members of the Association the opportunity to have access to employees who are newly appointed to Association bargaining unit positions. This access shall be allowed for up to one (1) hour of paid release time for the newly appointed employee and on non-paid status for Association representatives.

20.2 Access to Electronic Mail/Bulletin Boards
Association members may use the Employer's electronic mail and/or electronic bulletin board(s) when the use of that equipment is of mutual benefit to both the Employer and the Union.

The intent of this Section is that the access and use of this system be done during non-work/non-paid time. There are no expectations that the Employer will provide any additional equipment for access specifically for the furtherance of this Article.

20.3 Meetings

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

ARTICLE 21
GENERAL PROVISIONS

21.1 Uniforms and Equipment

A. The Employer agrees to provide required uniforms and equipment for employees in the bargaining unit. All issues regarding the uniform shall be dealt with in the LRAC setting. The supply section shall determine and set all technical specifications for uniform items.

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

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

21.2 Off-Duty Employment

Bargaining unit employees may engage in off-duty employment, subject to guidelines adopted by the Chief, provided that the integrity and professionalism of the Washington State Patrol is preserved.

21.3 Residence Requirement

A. Employees must reside within forty-five (45) miles of their assigned district, division or detachment office.

B. The Internet program Google.com (shortest route) will be the official measurement of the distance from the division, district or detachment office, to the employee's residence. If Google.com does not recognize a street name or address, employees 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.com 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.com. In the case of a new street, the employee's supervisor will decide whether the street meets the definition of an all season maintained street, road, highway, etc.

D. The Employee will be required to send an Interoffice Communication (IOC) through the chain of command that must be approved by the bureau chief/director before moving. 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.com map showing that the new residence complies with the Agreement.

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

F. Employees shall have one hundred twenty (120) calendar days from the report date of the transfer or appointment to comply with these guidelines.

21.4 Tuition Reimbursement

A. The Employer reimburses tuition and the cost of books and/or e-books to assist employees in obtaining further undergraduate or graduate education in WSP job-related fields so that those employees can use that education to assist the Employer in meeting its mission. Tuition reimbursement will be in accordance with Regulation 10.12.060, as long as the subject matter of the specific course or course of study is job-related, the Chief has determined that the employee's successful completion of the course of study will further the mission of the WSP, and the tuition costs do not exceed those found at the University of Washington. The employee must receive approval from the Chief prior to taking the course. A request for tuition shall not be unreasonably denied.

B. If an employee receives a scholarship, grant, or any other type of monetary college tuition expense assistance from any other source, the total amount of the reimbursement from the Employer, combined with the scholarship, grant, or other tuition expense assistance shall not exceed one hundred percent (100%) of the cost of tuition.

C. A satisfactory grade of C or higher or equivalent is required for reimbursement. The employee must submit documentation as required by Budget and Fiscal Services (BFS) with the request for reimbursement within sixty (60) calendar days of the school releasing grades.

D. In the event the Employer directs an employee to attend any formal training course, all books and incidental fees will be paid by the Employer.

E. Once a request for tuition reimbursement has been approved, the Employer will reimburse the cost of tuition as provided above. BFS will process tuition

reimbursements within sixty (60) calendar days of receiving the documentation required in Subsection 21.4 C.

F. If an employee receiving tuition reimbursement misses two (2) consecutive terms of school, the employee must reapply for tuition reimbursement before attendance resumes.

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

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

21.5 Continuing Education

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

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

B. Adequate availability of the employee shall be maintained.

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

D. Classes shall not be attended on state time. Employees may not attend classes in uniform, but, subject to the approval of the Chief or designee may use state vehicles to drive to and from the classes, and, subject to supervisory approval may split their shifts to enable attendance at the classes, as long as the class is not disjunctive from the shift. The Employer shall have full discretion as to the use of state equipment.

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

1. Seniority in rank/position by commissioned time, Department time, and total state service time;

2. Date of request to attend classes; and

3. Evaluation of the employees' goals.

F. Upon completion of an educational program, employees shall forward to the Human Resource Division copies of certificates, transcripts, or degrees.

G. The provisions of this Section do not apply to the attendance of Employer-selected employees at a command college or other professional command school.

21.6 Vehicles

A. Employees with personally assigned patrol vehicles will be allowed to use their vehicle for commuting purposes. They agree to record all traffic enforcement activity on the Time and Activity Reports. When in uniform driving a personally assigned patrol vehicle with emergency equipment (emergency lights, siren, and communication radio) employees will:

1. Handle disabled vehicles on the roadway;

2. Take traffic law enforcement action on significant traffic violations that they observe; and

3. Stand by collision scenes they come upon and/or injury collisions where they are the closest responder until a trooper or sergeant arrives to take over the scene.

B. All employees with personally assigned patrol vehicles are expected to handle other emergency calls for service, as needed. WSP will provide additional traffic enforcement training to employees with personally assigned patrol vehicles as needed.

C. Should an employee with a personally assigned patrol vehicle be alleged to be in non-compliance with the requirements of Subsection 21.6 A, the Employer will notify the Association of the employee's alleged failure to comply. The Association agrees to contact the employee who is suspected of not complying with the Agreement and to take whatever action it feels appropriate to verify the facts, and, as appropriate, to encourage compliance. If after the contact by the Association, the employee is again alleged to be in non-compliance with the requirements of Subsection 21.6 A, and the Chief proposes to remove the employee's personally assigned patrol vehicle, the Chief shall notify the employee of the proposed action and, upon request by the employee, shall meet with the employee to consider information submitted by the employee about their alleged noncompliance before making a final decision. Such requested meeting shall take place within seven (7) calendar days of the notice to the employee of the Chief's proposed action. The employee may be assisted by an Association representative at the meeting. The decision to remove a personally assigned vehicle for non-compliance with Subsection 21.6 A shall take effect thirty (30) calendar days after communication to the employee of the Chief's final decision. The final decision by the Chief will not be subject to the grievance procedure of this Agreement or other administrative or legal action. During the time that the employee's personally assigned vehicle is removed, the employee is not required to comply with this Section. A personally assigned patrol vehicle may be returned to the employee at the discretion of the Chief.

D. Except for employees assigned to a district, employees with personally assigned patrol vehicles will work in the field in a traffic law enforcement or homeland security capacity on five (5) days in each calendar year. The days and duties worked pursuant to this Subsection will be mutually determined by the employee and the supervisor.

ARTICLE 22
STRIKES

22.1 Strikes

The Association and its members guarantee that they will not initiate, cause, permit, participate, or join in any strike, unauthorized absenteeism, work stoppage or slowdown, or other interruption of Employer services. Employees in the bargaining unit, while acting in the course of their employment, will not honor any picket line established by the Association or by any other labor organization when called upon to cross such picket line.

22.2 Lock Out

The Employer will not lock out employees as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 23
HEALTH AND SAFETY CONCERNS

23.1 Purpose

The Employer and the Association will cooperate in the endeavor to promote safe and healthful working conditions, will cooperate in safety matters, and will encourage employees to work in a safe manner.

23.2 Statutory Compliance

All work shall be performed in conformity with the applicable safety standards established by or referred to in the Washington Industrial Safety and Health Act, the Occupational Safety and Health Act, and those regulations approved and adopted by the Washington State Department of Labor and Industries.

23.3 Labor Relations Advisory Committee

Issues of a group nature involving safety or equipment are appropriate items for the Labor Relations Advisory Committee.

ARTICLE 24
PROFESSIONAL FEES AND DUES

24.1 Community Service Organizations

If an employee is required by the Employer to belong to a community service organization, the dues shall be paid by the Employer and attendance will be on-duty time.

24.2 Professional Organizations

If an employee is required by the Employer to belong to a professional organization, the dues shall be paid by the Employer and attendance will be on-duty time.

ARTICLE 25
COMPENSATION

25.1 A. The parties agree that effective July 1, 2025, all salary ranges and steps of the WSP Commissioned Officer Salary Schedule for captains and lieutenants shall be increased by seventeen percent (17%) as shown in Appendix A.

B. The parties agree that, effective July 1, 2026, all salary ranges and steps of the WSP Commissioned Officer Salary Schedule for captains and lieutenants shall be increased by two percent (2%) as shown in Appendix B.

25.2 Definitions

For purposes of this Article:

A. Base rate of pay is defined as the entry level lieutenant or captain salary including longevity premium.

B. Regular rate of pay is defined as the base rate of pay as well as premium pay, education incentive pay, and geographic assignment pay.

25.3 Longevity Premium Pay – Lieutenants and Captains

Lieutenants and Captains will receive longevity pay in accordance with the following schedule:

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

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

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

D. An additional two percent (2%) longevity pay shall be added for all employees with twenty (20) or more years of commissioned service.

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

25.4 Standby for Lieutenants

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 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.

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 three dollars ($3.00) per hour for time spent in standby status.

E. If the employee reports to work from standby status, callout pursuant to Section 10.6 is not paid.

F. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

25.5 Education Incentive

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

Associate Degree	Two percent (2%)
Bachelor Degree	Four percent (4%)
Masters/Advanced Degree	Six percent (6%)

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

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

D. Degrees must be from an institution of higher education accredited by an organization recognized by the Council on Higher Education Accreditation and/or the Department of Education; however, all employees receiving education incentive pay prior to July 1, 2009, shall continue to receive the pay.

25.6 Shift Differential – Lieutenants Only

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

25.7 Premium Pay

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

Assignment	Monthly Rate
Legislative Liaison*	Five Percent (5%)
Multi-Engine (Turbine) Pilot**	Ten Percent (10%)
OPS, CID and IAD	Three Percent (3%)
Single Engine (Cessna) Pilot**	Five Percent (5%)
SWAT Member	Three Percent (3%)
Command Pilot**	Fifteen Percent (15%)

*Provided only during legislative session.
**An employee may only receive one (1) pilot premium pay.

B. Lieutenants assigned to SWAT shall receive an additional 5% for all hours while assigned to a SWAT mission.

C. The above percentages will be based upon the employee's base rate of pay.

D. An employee may hold up to two (2) full-time percentage premium pay assignments, except that an employee may hold only one (1) pilot premium pay.

25.8 Assignment Pay

Field lieutenants will be compensated an additional five (5%) of their regular rate of pay for all hours worked as a field FTO lieutenant.

RDF lieutenants will be compensated an additional 5% of their regular rate of pay for all hours worked in an RDF capacity.

25.9 Salary upon Promotion

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

25.10 Out of Class Work

A. Requirements

Any employee who is assigned or appointed the responsibilities of a position higher than they presently hold for forty (40) or more consecutive hours shall be paid at the employee's choice of one of the two options described below in Subsections B and C. However, if more than one (1) employee is assigned at different times to fill the same position of the higher classification for five (5) or more consecutive working days, the employees filling the position will be paid at the higher rate for all time worked in the higher classification. Compensation shall not be paid more than once for the same hours under any provision of this Section or Agreement.

B. Lieutenant Acting Pay Options

1. Lieutenants appointed to acting captain positions will be allowed to choose between one (1) of the following two (2) pay options prior to the beginning date of that appointment:

   a. The lieutenant can elect to continue to receive lieutenant's pay and benefits while in the acting captain position; or

   b. The lieutenant can elect to receive acting captain pay and benefits while in the acting captain position.

2. A lieutenant who elects to receive captain pay and benefits during the acting appointment and earns exchange time during that appointment must use the accumulated exchange time within sixty (60) calendar days after the acting appointment ends, unless the captain determines operational necessity prevents it.

C. Captain Acting Pay Options

1. Captains appointed to acting assistant chief positions will be allowed to choose between one (1) of the following two (2) pay options prior to the beginning date of that appointment:

   a. The captain can elect to continue to receive captain's pay and benefits while in the acting assistant chief position; or

   b. The captain can elect to receive assistant chief pay and benefits while in the acting assistant chief position.

2. A captain who elects to receive assistant chief pay and benefits during the acting appointment and earns exchange time during that appointment must use the accumulated exchange time within sixty (60) calendar days after the acting appointment ends, unless the assistant chief determines operational necessity prevents it.

25.11 Clothing Allowance

A. Employees assigned to IAD, CID, GMR, OPS, HRD Captain and Lieutenant, HSD Captain, and the Lieutenant assigned to the Fusion Center shall receive a one thousand five hundred dollar ($1,500) annual clothing allowance.

B. All other Captains and Lieutenants shall receive a five hundred dollar ($500) annual clothing allowance for the times when they are attending functions out of uniform.

25.12 Parking

The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with RCW 46.08.172. The Employer will pay all applicable fees for non-reserved parking of Department issued vehicles for employees assigned to the Capitol Campus or the Helen Sommers Building.

25.13 Homeland Security/Emergency Preparedness Contract Supplemental Pay for Captains

Where permissible under contracts funded by non-Department funds, captains performing work in excess of their established workweeks related to the planning and conduct of Homeland Security or Emergency Preparedness exercises shall receive supplemental pay of an additional one hundred fifty percent (150%) of their base rate of pay for all hours actually worked on such projects. For other contracts funded by non-Department funds, where permissible under those contracts and where captains' work under the contract is expressly authorized in advance prior to field implementation of the contract, captains performing work in excess of their established workweeks shall receive supplemental pay of an additional one hundred fifty percent (150%) of their base rate of pay for all hours actually worked on such projects. This Section shall not apply to Washington Traffic Safety funded projects.

25.14 Geographic Assignment Pay

In recognition of the fact that the higher cost of living impacts the ability to recruit and/or retain employees and impairs the effective operation of the Department, the Employer will pay employees in positions located in King, Snohomish, or Pierce Counties the following additional percentage applied to the employee's base rate of pay:

County	**Percent of base rate**
King	Ten percent (10%)
Snohomish	Five percent (5%)
Pierce	Three percent (3%)

25.15 Salary Overpayment Recovery

A. Except for overpayments of fifty dollars ($50) or less, when the Employer has determined that an employee has been overpaid, the employee will be provided written notice, 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. Overpayment amounts of fifty dollars ($50) or less will be automatically deducted from the next paycheck.

C. An overpayment amount resulting from an error made by the Employer, as determined by the Chief, shall be limited to the amount of overpayment during the preceding six (6) months prior to the date of correction of the error/overpayment. A supervisor's signature on an incorrect TAR will not be considered an Employer error.

D. 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, provided that unless a larger amount is agreed to by the employee, each payment shall not exceed five percent (5%) of the employee's disposable earnings in a pay

period, or, in the final state service pay period, the amount still outstanding from the employee's disposable earnings. All overpayments will be collected through payroll deduction.

E. The Employer is authorized to deduct the overpayment owed from the employee's wages beginning with the pay period after an employee has been notified. If an employee files a grievance, overpayment recovery will be suspended until the appeal has been resolved or until separation.

F. Any overpayment amount, regardless of an active appeal/grievance that is still outstanding at separation of employment, will be deducted from an employee's final pay.

G. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 18 of this Agreement.

25.16 Temporary Assignments
An officer shall receive the premium pay under Section 25.7 and the geographic assignment pay under Section 25.13 to which the officer is entitled by their permanent assignment, even when that officer is on temporary assignment in a different position or geographic location, including administrative reassignment.

ARTICLE 26
TERMS, AMENDMENTS AND MODIFICATIONS OF THE AGREEMENT

26.1 Effective Dates
All provisions of this Agreement shall become effective July 1, 2025, and will remain in full force and effect through June 30, 2027.

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

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

A. All supplemental agreements or Memoranda of Understanding will be considered tentative agreements until approved by the LRS; and

B. No supplemental agreements or Memoranda of Understanding may be entered into which conflict with the Agreement without the approval of the LRS.

26.4 Successor Negotiations

The parties agree that during the negotiations for any successor agreement, the terms and conditions memorialized in this Agreement shall continue and be honored by the parties for a period not to exceed one (1) year from the expiration date of this Agreement. The parties further agree that this Section is not an automatic renewal or extension of this Agreement but rather an agreement between the parties solely to maintain the terms and conditions of this Agreement during the negotiations for a successor agreement.

Further, if the parties are unable to reach an agreement for a successor agreement, and the parties proceed to arbitration, then the provisions of RCW 41.56.470 apply.

APPENDIX A
WSPLCA COMMISSIONED SALARY SCHEDULE
EFFECTIVE JULY 1, 2025

	PS Group	PS Level	Base Semi-Monthly Amount	Base Monthly Amount
WSP Lieutenants				
0 to 5 Years	905	A	$7,106.50	$14,213.00
5 to 10 Years	905	B	$7,250.00	$14,500.00
10 to 15 Years	905	C	$7,394.00	$14,788.00
15 to 20 Years	905	D	$7,541.00	$15,082.00
20 to 25 Years	905	E	$7,693.50	$15,387.00
25+ Years	905	F	$7,770.50	$15,541.00
WSP Captains				
0 to 5 Years	906	A	$8,334.00	$16,668.00
5 to 10 Years	906	B	$8,501.00	$17,002.00
10 to 15 Years	906	C	$8,671.00	$17,342.00
15 to 20 Years	906	D	$8,844.00	$17,688.00
20 to 25 Years	906	E	$9,021.50	$18,043.00
25+ Years	906	F	$9,112.00	$18,224.00

APPENDIX B
WSPLCA COMMISSIONED SALARY SCHEDULE
EFFECTIVE JULY 1, 2026

	PS Group	PS Level	Base Semi-Monthly Amount	Base Monthly Amount
WSP Lieutenants				
0 to 5 Years	905	A	$7,248.50	$14,497.00
5 to 10 Years	905	B	$7,395.00	$14,790.00
10 to 15 Years	905	C	$7,542.00	$15,084.00
15 to 20 Years	905	D	$7,692.00	$15,384.00
20 to 25 Years	905	E	$7,847.50	$15,695.00
25+ Years	905	F	$7,926.00	$15,852.00
WSP Captains				
0 to 5 Years	906	A	$8,500.50	$17,001.00
5 to 10 Years	906	B	$8,671.00	$17,342.00
10 to 15 Years	906	C	$8,844.50	$17,689.00
15 to 20 Years	906	D	$9,021.00	$18,042.00
20 to 25 Years	906	E	$9,202.00	$18,404.00
25+ Years	906	F	$9,294.00	$18,588.00

APPENDIX C
SETTLEMENT AGREEMENT APRIL 29, 2003
BETWEEN
THE WASHINGTON STATE PATROL,
WASHINGTON STATE PATROL LIEUTENANTS ASSOCIATION
AND
WASHINGTON STATE PATROL TROOPERS ASSOCIATION

The parties to this Settlement Agreement are the Washington State Patrol (WSP), the Washington State Patrol Lieutenants Association (WSPLA), and the Washington State Patrol Troopers Association (WSPTA). The parties desire to settle the call-out pay issue first raised by the WSPLA in April of 2002 and as such, enter into this Settlement Agreement under the following terms and conditions:

WHEREAS the parties desire to address an error on the part of the WSP in which call-out pay for WSPLA and WSPTA members has been incorrectly paid:

NOW THEREFORE, WSP, WSPLA and WSPTA, AGREE THAT:

1. The WSP will do a full audit for each employees provided with ca1l-out pay (whether provided in money or compensatory time) during the three (3) year period from April 1999 to April 2002 reflecting: (a) each date the employee worked a call-out assignment, (b) the number of call-out hours worked, (c) the calculation used to determine the amount of call-out pay that was provided to the employee (how the call-out pay was calculated), (d) the calculation used to determine the amount of call-out pay that should have been provided to the employee (how the call-out pay should have been calculated), and, (e) the amount of call out pay determined to be due and owing to the employee.

2. The audit referred to in paragraph 1 above shall be completed no later than May 1, 2003.

3. Upon completion of the audit, the WSP shall provide the WSPLA and the WSPTA with a copy of the full results of the audit.

4. Upon completion of the audit, and prior to June 1, 2003 the WSP shall provide each person identified by the audit as being incorrectly provided with call-out pay (whether provided in money or compensatory time): (a) notification that the individual has been identified as being incorrectly provided with call-out pay, (b) notification of the amount determined to be due and owing to the individual, (c) the audit results for that individual, (c) notification that unless the employee objects to the amount determined to be due and owing in writing with the specific basis for the objection on or before June 15, 2003 that it will be assumed that the amount is correct. The notification shall be in the form of Attachment A which is attached hereto.

5. The WSP and the appropriate labor organization shall attempt to resolve all objections. Any resolution agreed to by the WSP and a labor organization shall be final and binding upon the WSP, the labor organization, and the employee filing the objection. Objections

not resolved by and between the WSP and a labor organization shall be resolved by a panel composed of one representative appointed by the WSP, one representative appointed by the WSPLA, and one representative appointed by the WSPTA. A majority decision of the members of this panel shall be final and binding upon the objector, the WSPTA, the WSPTLA, and the WSP. Each party shall be responsible for the costs and expenses of its representative to the Panel. The reason for the objection shall be in writing and the panel will review the written material provided by the parties and make its decision based upon the written review. The panel shall have all objections considered and decided by July 1, 2003.

6. Once the objection period referred to in paragraph 4 above has expired, each person identified by the audit as being incorrectly provided with call-out pay who is retired and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will be paid the amount determined to be due and owing in full, with the appropriate deductions. The WSP will work with the Department of Retirement Systems (hereinafter referred to as the "DRS") to adjust any such retired individual's retirement accounts and payments to assure the proper inclusion of this adjustment. The Agency shall begin paying the affected individuals by July 25, 2003, with no payment being made later than August 25, 2003.

7. Once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to one hour of overtime pay or less and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will be paid the amount determined to be due and owing in full, with appropriate deductions. The Agency shall begin paying the affected individuals in their July 25, 2003, payroll check, with no payment being made later than the August 25, 2003, payroll check.

8. The WSPTA and the WSPLA will each select one of the following two sets of options for the members of the bargaining unit they represent on or before June 1, 2003:

   Option A Employees being able to choose for the three year period June 1, 1999 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of one (1) hour of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below, or

   Option B Employees being able to choose for the two year period June 1, 2000 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of two (2) hours of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below

9. For members of a bargaining unit which has selected Option A from paragraph 8, above, once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to more than one hour of overtime pay and who has not objected

to the amount determined to be due and owing and/or who has had his/her objection resolved will have the option of selection for the three year period June 1, 1999 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of one - (1) hour of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below. For members of a bargaining unit which has selected Option B from paragraph 8, above, once the objection period referred to in paragraph 4 above has expired, each current employee of the WSP identified by the audit as being incorrectly provided with call-out pay in an amount equal to more than one hour of overtime pay and who has not objected to the amount determined to be due and owing and/or who has had his/her objection resolved will have the option of selecting for the two year period June 1, 2000 through May 31, 2002 either: (1) payment in full with appropriate deductions, or (2) conversion of the amount determined to be due and owing to compensatory time at the rate of two (2) hours of compensatory time for every one (1) hour of call-out pay that is determined to be due and owing subject to paragraph 10 below.

10. For those employees selecting the conversion option, a separate bank for this converted compensatory time will be created and administered as follows.

    A. Some or all of the compensatory time in this bank may be used by the employee prior to retirement or carried to retirement.

    B. The decision whether to use such compensatory time prior to retirement shall be at the sole discretion of the employee.

    C. Employees shall be paid for all compensatory time in this bank when separating from employment.

    D. Subject to approval by DRS, all hours of compensatory time carried to retirement in this special bank will be considered “fresh” at the time of retirement and will be used to compute final average salary.

11. The Chief of the WSP shall use his best efforts to convince DRS to approve the option provided in paragraph 10 (D).

12. The WSPLA and WSPTA shall make bargaining unit employees aware of the benefits of selection the conversion of their payment amount into compensatory time) above and encourage employees to accept this option.

13. No later than thirty days after the execution of this Agreement, an LRAC shall be convened for the purposes of attempting to formulate a way to provide employees, contemporaneously with the payment of overtime pay or accrual of compensatory time, that information that is necessary for determining how the overtime pay/compensatory time has been calculated and verifying that such calculation is correct

THE PARTIES FURTHER AGREE:

1. By execution of this Agreement, this agreement constitutes the full and final settlement of all legal and equitable claims WSPLA and WSPTA members had or may have had against the State of Washington, the WSP, its officers, agents, and employees, in their official and individual capacities, as a result of the WSP's error in payment of call-out pay, and the WSPLA, and WSPTA, on behalf of their respective members, assign, release, acquit and forever discharge the State of Washington, the Washington State Patrol and all officers, agents and employees of the same, from any and all actions, causes of actions, claims or demands for damages, on any other thing whatsoever on account of, or in any way arising out of this issue;

2. That each party has had a reasonable opportunity to read this entire Agreement, discuss its contents and meaning with a representative of their choosing, and that the terms and conditions are understood and voluntarily accepted;

3. That nothing in this Settlement Agreement shall constitute or be represented by either party or the parties' representatives as "a past practice," as evidence in any other case by any of the parties, or a change in any applicable Collective Bargaining Agreement controlling any future disputes or issues that may arise between the WSP, WSPLA, and WSPTA because the terms and conditions of this Agreement are limited to the specific facts and issues identified in the body of this Agreement; and

4. This Agreement is effective upon the date of the last of the signatures set forth below

Washington State Patrol:

/s/	4/29/2003
Chief Ronal W. Serpas	Date

/s/	4/29/2003
Joe Olson	Date

Washington State Patrol Lieutentats Association:

/s/	4/29/2003
Captain Robert Lenz	Date

Washington State Patrol Troopers Association:

/s/	4/29/2003
Robert Thurston	Date

A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE PATROL
LIEUTENANTS AND CAPTAINS ASSOCIATION

The parties agree that effective April 18, 2018, the following vehicle collision definitions will apply and supersede existing collision definitions that exist in reference in the AIM or elsewhere. The existing training matrix and/or driver recertification requirements shall remain in effect.

VEHICLE COLLISIONS

A collision shall be defined in three categories:

1. Minor – A collision will be classified as Minor if:

   The actions or behavior by the employee are in disregard of department policies and procedures.

   The collision does not meet the criteria of Moderate or Major Collision.

2. Moderate – Collisions will be classified as Moderate if any of the following criteria apply and it does not meet the Major Collision criteria:

   On-going performance problems: The employee had three (3) previous proven violations of the Vehicle Operations Policy on their OPS history.

   Evident Injury (Police Traffic Collision Report - PTCR). Any injury other than fatal or disabling at the scene. Includes broken fingers or toes, abrasions, etc.

3. Major - Collisions will be classified as Major if any of the following criteria apply:

   A serious breach or willful disregard of department rules and regulations. (Serious breaches of department policy depend on the elements of each case.)

B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE PATROL LIEUTENANTS AND CAPTAINS ASSOCIATION

WSP Lieutenants and Captains

Longevity Payments Pilot Program

The parties recognize the importance of retaining senior, experienced commissioned staff. The Legislature has recognized that increases in retirement-eligible staff means that more needs to be done in the near term to ensure the success of efforts to rebuild the commissioned ranks of state patrol and continue to ensure public safety. Therefore, during the 2024 legislative session, the Legislature has created a state patrol longevity bonus pilot program to determine the efficacy of non-salary longevity-based bonuses for retention of senior commissioned officers. This is a time-limited incentive targeted at retaining senior personnel.

In recognition of the Legislature's creation of this pilot program, the Washington State Patrol (WSP) and the Washington State Patrol Lieutenants and Captains Association (WSPLCA) agree to the following:

1. Beginning July 1, 2024, a longevity bonus for each Lieutenant or Captain who has completed 26 years or more of service as a commissioned officer of the WSP of fifteen thousand dollars ($15,000) annually, will be distributed in four (4) equal quarterly payments.

   Initial payments will be made in the next pay period after an employee's 26th anniversary date. All additional payments will be made once per quarter, in the first pay period of the fiscal quarter thereafter.

2. Employees must remain employed as commissioned officers of the WSP as of the first day of each fiscal quarter to remain eligible for that quarter's payment.

3. These bonus payments will not be included in salary or average final salary for the purposes of calculating pension benefits.

4. All payments in this agreement will be subject to all state and federal withholdings. Payments will not be subject to union dues deduction.

In accordance with SHB 2357, under which this longevity bonus pilot program was created, the parties acknowledge that the longevity bonus is time-limited. The legislature retains the right to alter or abolish the benefits of this longevity bonus pilot program at any time.

This agreement is effective on July 1, 2024, and will expire on June 30, 2027. The parties agree to negotiate a new MOU consistent with SHB 2357 during negotiations for the parties' successor Agreement assuming the legislature has not abolished the benefits of this program.

Dated: June 25, 2025

For the Employer	For the Union
/s/	/s/
Jeff Duncan, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Captain Jason Linn, President Washington State Patrol Lieutenants and Captains Association

Ongoing performance problems. The employee had four (4) or more previous proven violations of the Vehicle Operations Policy on their OPS history.

Fatality or life altering injuries (PTCR).

Washington State Patrol:

/s/
John Batiste, Chief

For the Employer:

/s/
Shea Isaksen, Senior Labor Negotiator
Senior Labor Negotiator

WSPLCA

/s/
Jason Linn, President

C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON STATE PATROL LIEUTENANTS AND CAPTAINS ASSOCIATION

Sick Leave Use

Due to the passage of Engrossed Substitute House Bill 1875 amending RCW 49.46.210, which expands the purposes for which an employee may use sick leave, the parties agree to modify Article 13, Section 13.3 – Sick Leave Use by adding a new subsection as follows:

J. To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.

This MOU shall be effective July 27, 2025 through June 30, 2027.

Dated: July 29, 2025

For the Employer	For the Union
/s/	/s/
Jeff Duncan, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Captain Jason Linn, President Washington State Patrol Lieutenants and Captains Association

D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON STATE PATROL LIEUTENANTS AND CAPTAINS ASSOCIATION

Leave with Pay in Response to Emergency Proclamation 25-07

On December 10, 2025, Governor Bob Ferguson issued emergency Proclamation 25-07 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 respond to and recover from the extreme weather event. Because this event has caused employees to experience extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.

Beginning December 10, 2025, the following shall apply:

The Employer may temporarily grant up to twenty-four (24) hours of leave with pay 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 twenty-four (24) hours of leave with pay are approved, an employee is not required to use the twenty-four (24) hours 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 25-07 has been rescinded or when the emergency rule is rescinded, whichever is first.

Dated: December 22, 2025

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/
Jeff Duncan, Labor Negotiator OFM/SHR Labor Relations & Compensation Policy Section	Matt Fehler, President, Washington State Patrol Lieutenants and Captains Association

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 1st day of July 2025.

For the Washington State Patrol Lieutenants and Captains Association (WSPLCA):

/s/

Leann Paluck
Lead Negotiator
Washington State Patrol Lieutenants & Captains Association

For the State of Washington:

/s/

Bob Ferguson
Governor

/s/

Gina Comeau, Section Chief
OFM/SHR, Labor Relations and Compensation Policy Section

/s/

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