

MEMORANDUM OF UNDERSTANDING

Between

Washington Federation of State Employees General Government

And the

State of Washington

This Memorandum of Understanding (MOU) by and between the Washington Federation of State Employees (Union), and the State of Washington, Office of Financial Management/Labor Relations Office (Employer), clarifies and resolves any and all matters relating to issues concerning the parties 2009-2011 Collective Bargaining Agreement. The Union and Employer stipulate and agree to the following:

- 1. Financial infeasibility.** The parties recognize that the economic terms described in sections 42.1B; 42.1C; 42.2B; 42.2C; 42.3B; 42.3C; 42.4; 42.5; 42.6; 42.24 and specific Assignment Pays that were tentatively agreed to on September 11, 2008 are not funded, and will not be implemented, based upon a December 2008 finding by the Director of OFM that such terms are not economically feasible. Attachment 1 is a list of specific classifications that were granted increases under Articles 42.4, 42.5 or 42.6. Attachment 2 is a list of classifications that were granted assignment pays. Those increases listed on Attachment 1 and 2 will not be implemented as a result of the finding of the Director of OFM. The parties further recognize that such terms may only be implemented after the Director determines implementation of such economic terms is economically feasible and the legislature appropriates funding of such terms in accordance with applicable law. However, the parties recognize that the Director's determination of unfeasibility does not affect the parties' mutual understanding that the matters described in this section were a full and fair settlement of the economic terms of agreement at the time the settlement was reached. The parties, therefore, agree they would like to implement these economic terms dependent upon a finding of economic feasibility in the context of an overall economic recovery and restoration of state services. Any such agreement shall also require the approval and appropriations by the state legislature in accordance with applicable law. The parties agree to continue discussions and negotiations over the implementation of these economic terms at appropriate times and, if agreement for implementation is achieved and a finding of economic feasibility is made, the Governor shall recommend funding by the legislature. In the event an economic term described in this section is not implemented by June 30, 2011, the need for such term shall be considered as having already been established when the parties negotiate for a successor collective bargaining agreement. Nothing in this MOU obligates either party to agree to any proposal.

2. Modifications to 2009-2011 Master Agreement.

- a. Tentative agreements reached during bargaining.** Except as specifically noted in this MOU, all tentative agreements (TA's) previously agreed to by the parties during bargaining, prior to October 1, 2008, for the 2009-2011 collective bargaining agreement will be accepted as is. A list of these articles is attached hereto as Attachment 1 and incorporated herein by reference.
- b. Tentative agreements affected by the financially feasible determination.** The articles listed below are affected by the financially feasible determination outlined in 1 above and are modified to reflect said decision. These modified articles are agreed to by the Parties are as follows:
- i.** Article 17 – Miscellaneous Paid Leave (supersedes TA reached on September 11, 2008)
 - ii.** Article 42 Compensation (supersedes TA reached on September 11, 2008)
 - iii.** Appendix F - 2009-2011 General Service Salary Schedule
 - iv.** Appendix G – 2009-2011 N1 Range Salary Schedule
 - v.** Appendix H – 2009-2001 T Range Salary Schedule
 - vi.** Appendix M – Assignment Pay (supersedes TA reached on September 11, 2008 – Appendix P)
- c. Non-economic tentative agreements reached during bargaining.** The articles listed below were modified during bargaining in March and April of 2009. These modified articles are agreed to by the Parties are as follows:
- i.** Article 6 – Hours of Work (supersedes TA reached on September 11, 2008)
 - ii.** Article 11 – Vacation Leave (supersedes TA reached on August 13, 2008)
 - iii.** Article 19 – Work-Related Injury or Illness (supersedes TA reached on August 13, 2008)
 - iv.** Article 37 – Union-Management Communication Committees (supersedes TA reached on May 14, 2008)
 - v.** Article 45 – Competitive Contracting
 - vi.** Appendix B (supersedes TA reached on September 11, 2008)
 - vii.** Memorandum of Understanding – Workload (supersedes TA reached on September 11, 2008)

- 3. Health Care.** The parties agree and acknowledge that health care contribution rates cannot be negotiated or agreed to separate from or outside of bargaining with the super coalition, per RCW 41.80, and therefore this MOU does not resolve or address health care contribution rates for the 2009-2011 biennium. In

recognition that health care contributions for 2009-2011 may be addressed in future negotiations between the State and the super coalition, the parties further agree that whatever agreement is negotiated between the State and the super coalition for 2009-2011 shall be incorporated into Article 43 in the 2009-2011 CBA between the Employer and Union.

- 4. **No precedent.** This MOU is not precedent setting and does not establish a practice with regard to the interpretation and application of RCW 41.80.

Accepted by:

OFM/LRO:

WFSE:

Date

Date