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# **COLLECTIVE BARGAINING AGREEMENT**

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**THE STATE OF WASHINGTON**

**AND**

**THE ASSOCIATION OF WASHINGTON  
ASSISTANT ATTORNEYS GENERAL,  
WASHINGTON FEDERATION OF STATE  
EMPLOYEES, AFSCME COUNCIL 28**

**EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

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**2020-2021**

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**THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL  
WASHINGTON FEDERATION OF STATE EMPLOYEES,  
AFSCME COUNCIL 28  
2020-2021**

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## **PREAMBLE**

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Association of Washington Assistant Attorneys General/Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the “Union.” It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in Article 4, Grievance Procedure.

## **ARTICLE 1 UNION RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all assistant attorneys general working for the Office of the Attorney General, excluding division chiefs, deputy attorneys general, the solicitor general, assistant attorneys general working in the labor and personnel division, special assistant attorneys general, assistant attorneys general who report directly to the attorney general, and assistant attorneys general deemed confidential as defined by [RCW 41.80.005](#).

## **ARTICLE 2 VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION**

- 2.1** The Employer will provide to eligible employees covered by this Agreement a medical expense plan as authorized by [RCW 41.04.340](#). The medical expense plan must meet the requirements of the Internal Revenue Code.
- 2.2** As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions:
- A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:
    - 1. The employee not paying income taxes due on the equivalent funds placed into the plan; or
    - 2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.
  - B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

## **ARTICLE 3 DISCIPLINE**

- 3.1 Disciplinary Action and Written Reprimands**  
The principles of progressive discipline shall be used, except when the Attorney General or designee determines that the nature of the problem requires an immediate suspension or termination. The following actions will be considered discipline for the purposes of this Article: reduction in pay, suspension without pay, demotion, or termination. Discipline must be provided to the employee in writing. Grievances related to disciplinary actions and written reprimands are limited to

Steps 1 and 2 of the grievance procedure outlined in Article 4, and mediation may be attempted upon mutual consent of the parties. Verbal warnings, work plans, coaching, counseling, evaluations, and other non-disciplinary communications between the Employer and the employee are not subject to the grievance procedure.

**3.2 Union Representation**

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes may result in disciplinary action. The employee will have the opportunity to consult with a Union representative before the interview, but such consultation shall not cause an undue delay.

**3.3 Pre-disciplinary Notice and Meeting**

Except when the nature of the problem requires immediate termination, the Employer shall provide the employee with a written pre-disciplinary notice and an opportunity to be heard. Such notice shall include the allegations, the facts upon which the contemplated discipline is based, the level of disciplinary action being considered, and the date and time set for a meeting where the employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Attorney General or designee. The employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice.

**3.4 Final Disposition**

Any required reporting of disciplinary matters to the Washington State Bar Association shall be limited to final disposition only unless otherwise required by law or the Rules of Professional Conduct.

**ARTICLE 4  
GRIEVANCE PROCEDURE**

**4.1** The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

**4.2 Terms and Requirements**

A. Grievance Definition

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

B. Filing a Grievance

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

the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 2 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 2 meeting, the meeting will be postponed.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;
2. The date upon which the incident occurred;
3. The specific article and section of the Agreement violated;
4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
5. The specific remedy requested;
6. The name of the grievant; and
7. The name of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

- F. Modifications  
No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.
- G. Resolution  
If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.
- H. Withdrawal  
A grievance may be withdrawn at any time.
- I. Resubmission  
If terminated, resolved or withdrawn, a grievance cannot be resubmitted.
- J. Pay  
Grievant(s) and designated Union Representatives will be allowed reasonable release time to attend grievance meetings.
- K. Group Grievances  
No more than five (5) grievants and two (2) Union Representatives, unless agreed otherwise, will be permitted to attend a single grievance meeting.
- L. Consolidation  
The Employer may consolidate grievances arising out of the same set of facts.
- M. Bypass  
Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.
- N. Grievance Files  
Written grievances and responses will be maintained separately from the personnel files of the employees. Should the Employer determine that the separately maintained grievance file is responsive to a request pursuant to [RCW 42.56](#), it will provide a minimum of ten (10) days notice to the Union and the grievant prior to release.
- O. Mentoring  
With the agreement of the Employer, Union Representatives will be allowed to observe a Management-scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve exchange time, vacation leave or leave without pay for the Union Representatives to attend the meeting.

### 4.3 Filing and Processing

#### A. Filing and Informal Resolution Period

A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.

#### B. Processing

##### **Step 1 –Appointing Authority or Designee:**

If the issue is not resolved informally, the Union may present a written grievance to the Appointing Authority or designee with a copy to the AGO's Human Resources Office within the twenty-eight (28) day period described above. The Appointing Authority or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

##### **Step 2 – Chief Deputy or Designee:**

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the Chief Deputy, with a copy to the AGO's Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The Chief Deputy or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

##### **Step 3 – Pre-Arbitration Review Meetings:**

If the grievance is not resolved at Step 2, the Union may request a pre-arbitration review meeting (PARM) by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov) with a copy to the AGO's Human Resource Office within thirty (30) days of the Union's receipt of the Step 2 decision.

Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union whether a PARM will be scheduled with the LRS, an AGO representative, and the Union's staff representative to review and attempt to settle the dispute. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no PARM will be scheduled. If the parties agree to conduct a meeting, within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of the PARM will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting may not later be introduced as evidence, may not

be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

**Step 4 – Arbitration:**

If the grievance is not resolved at Step 3, or the LRS notifies the Union in writing that no PARM will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the PARM or receipt of the notice that no PARM will be scheduled.

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

- a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;
- b. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
- c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement; and
- d. Not have the authority to order the Employer to modify their staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

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

E. Arbitration Costs

1. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.

2. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.
3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half (1/2) of the costs of the fee for the court reporter, the original transcript and a copy. Should the Employer determine that the record of the arbitration is responsive to a request pursuant to [RCW 42.56](#), it will provide a minimum of ten (10) days notice to the Union and the grievant prior to release.
4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the Union Representative.
5. If, after the arbitrator issues the award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

#### **4.4 Vesting Clause**

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

## **ARTICLE 5 MANAGEMENT RIGHTS**

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

- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget and size of the office's workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;
- C. Direct and supervise employees;
- D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

- E. Determine the Employer’s mission and strategic plans;
- F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;
- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
- H. Establish or modify the workweek, daily work shift, hours of work and days off;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
- J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
- K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
- L. Determine, prioritize and assign or reassign work to be performed;
- M. Determine training needs, mandatory training requirements, methods of training and employees to be trained;
- N. Discipline employees;
- O. Determine the use of contract attorneys and Special Assistant Attorneys General, and direct the terms of their engagement and termination of contracts in a manner that supplements but does not supplant bargaining unit positions;
- P. Appoint, pursuant to [RCW 43.10.060](#), necessary assistants who shall have the power to perform any act that the Attorney General is authorized by law to perform. The process for disciplinary actions or terminations of employment of employees covered by this Agreement will be that assistants shall hold office at the Attorney General’s pleasure, unless a different process is negotiated.

## **ARTICLE 6**

### **UNION MANAGEMENT COMMUNICATION COMMITTEES**

- 6.1** The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.
- 6.2** A statewide union-management communication committee will be established within sixty days (60) days of executing this Agreement. The statewide committee will be composed of up to eight (8) representatives selected by the Union and up to

eight (8) Employer representatives. Committee meetings will be conducted at least quarterly, unless agreed otherwise.

- 6.3 The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for, travel to, and attend union management communication committee meetings.
- 6.4 Union-designated employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated or considered as time worked. The Union is responsible for paying any travel or per diem expenses of Union-designated employee representatives. Union-designated employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the AGO for business reasons.
- 6.5 All committee meetings will be scheduled on mutually acceptable dates and times.

## **ARTICLE 7**

### **MAINTENANCE OF TERMS AND MANDATORY SUBJECTS**

- 7.1 This Agreement supersedes specific provisions of AGO policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining.
- 7.2 During the negotiations of the Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

## **ARTICLE 8**

### **UNION ACTIVITIES**

- 8.1 **Union Representatives**
  - A. Notification and Recognition
    - 1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office. The Union will maintain the list.

2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
4. Union Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Union Representative expects the activity to take. Time spent preparing for, traveling to and from, and attending meetings during the Union Representative's non-work hours will not be considered as time worked. Union Representatives will record time spent on union activities in accordance with AGO policy and practice, using the AGO Timekeeping system. Timekeeping codes to facilitate these records will be provided by the AGO. If the amount of time a Union Representative spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.
5. Union Representatives may not use state vehicles to travel to and from a work site in order to perform representation activities, unless authorized by the AGO.

B. Access

1. Union Representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
2. The representatives will notify AGO Human Resources prior to their arrival and will not interrupt the normal operations of the AGO.
3. Union Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods and rest periods and before and after their normal work hours.

**8.2 Use of State Facilities, Resources and Equipment**

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone,

or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from AGO business.

C. Electronic Communications

The Union and employees covered by this Agreement will not use state-owned or operated electronic communications to communicate with one another for Union or non-work purposes, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union Representatives may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement. Such use will:

1. Result in little or no cost to the Employer;
2. Be brief in duration and frequency;
3. Not interfere with the performance of their official duties;
4. Not distract from the conduct of state business;
5. Not disrupt other state employees and not obligate other employees to make a personal use of state resources;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

The Union and its Union Representatives will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

### **8.3 Information Requests**

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such and will be sent to the AGO Human Resources Office with a copy to the OFM LRS at [labor.relations@ofm.wa.gov](mailto:labor.relations@ofm.wa.gov).

- B. The Employer will acknowledge receipt of the information request and will provide the Union with a date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

#### **8.4 AGO Policies**

The Employer will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

#### **8.5 Distribution of Material**

An employee will have access to their work site for the purpose of distributing information to other bargaining unit employees provided:

- A. The employee is off-duty;
- B. The distribution does not disrupt the Employer's operation; and
- C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be used.
- D. The employee must notify the Employer in advance of their intent to distribute information.
- E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

#### **8.6 Access To New Employee Orientation**

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. Union meetings with new employees will include only the new bargaining unit employees and Union Representatives unless mutually agreed otherwise. The Union Representative will also remain in paid status when the orientation is done in a group setting; a Representative providing Union orientation in individual meetings will be in non-work status. Management employees will remain strictly neutral regarding attendance at the

meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

## **ARTICLE 9**

### **UNION DUES DEDUCTIONS AND STATUS REPORTS**

#### **9.1 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

#### **9.2 Union Deduction**

- A. Within thirty (30) calendar days from when the Union provides written notice of an employee's authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

#### **9.3 Voluntary Deductions**

- A. PEOPLE
  - 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:
    - a. Employee name;
    - b. Personnel number;
    - c. Amount deducted; and
    - d. Deduction code.
  - 2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under [RCW 41.04.230](#).

B. Trustmark Universal Life Insurance with Long Term Care

The Employer agrees to deduct from the wages of an employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

1. Employee name;
2. Personnel number;
3. Amount deducted; and
4. Deduction code.

**9.4 Status Reports**

A. No later than the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number;
2. Employee name;
3. Mailing address;
4. Personnel area code and title;
5. Organization unit code, abbreviation and title;
6. Work county code and title;
7. Work location street (if available);
8. Work location city (if available);
9. Work phone number;
10. Work e-mail address (if available);
11. Employee group;
12. Job class code and title;
13. Appointment date;
14. Bargaining unit code and title;
15. Position number;

16. Pay scale group;
  17. Pay scale level;
  18. Employment percent;
  19. Seniority date;
  20. Separation date;
  21. Special pay code;
  22. Total salary from which union dues is calculated;
  23. Deduction wage type;
  24. Deduction amount;
  25. Overtime eligibility designation;
  26. Retirement benefit plan; and
  27. Action reason, title, and effective date (including entering or leaving the bargaining unit and starting or stopping dues).
- B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.
- C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

#### **9.5 Revocation**

An employee may revoke their authorization for payroll deduction of payments to the Union by written request to the Union in accordance with the terms and conditions of their signed membership card. Upon receipt by the Employer of confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll.

#### **9.6 Indemnification**

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

## **ARTICLE 10 COMPENSATION**

### **10.1 Assistant Attorney General Salary Range Assignments**

- A. Effective July 1, 2020, each position represented by the Union will be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG, or Deputy Solicitor General) that corresponds with their appointment.
  
- B. Determination of Base Salary  
At the time of implementation employees will receive the scheduled July 1, 2020 three percent (3%) general wage increase. This amount will be the base salary for the purposes of placement on the salary schedule
  
- C. Implementation of the AAG Salary Schedule  
After determining base salary above, employees will be placed on a step of their salary range as follows:
  - i. Employees will be assigned to the step on their salary range nearest to, but no less than, their base salary, except that no employee will be placed higher than the maximum step on their salary range.
  
  - ii. If the employee's base salary exceeds the maximum amount of the salary range for the position, the employee will continue to be compensated at the base salary until such time as the employee's salary falls within the salary range.

### **10.2 Annual Increases**

- A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. For employees hired prior to July 1, 2020, the annual increase date will be established based upon the employee's initial hire date into the AGO. For employees hired on or after July 1, 2020, the employee's annual increase date will be the initial hire date into an AAG position, referred to in the payroll system as the AAG Hire Date.
  
- B. Employees placed at the step that corresponds to their law school graduation year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range.
  
- C. Employees placed at a step in their salary range lower than the step that corresponds to their law school graduation year will receive a two (2) step increase on their annual increase date until they reach the step that corresponds to their law school graduation year cohort. Thereafter, they will receive a one (1) step increase as in Subsection 10.2 B.

- D. Employees will not receive a step increase on their annual increase date if their placement step exceeds the step that corresponds to years since law school graduation. These employees will receive a lump sum payment on July 1, 2020 of one thousand five hundred dollars (\$1,500.00). This payment will be treated as wages.
- E. Employees will not receive a step increase on their annual increase date if their base salary exceeds the top step of the salary range. These employees will receive a lump sum payment on July 1, 2020 of two thousand five hundred dollars (\$2,500.00). This payment will be treated as wages.

### **10.3 Salary Placement/Adjustments**

- A. New hires will be placed on the salary schedule according to their law school graduation year. The Employer may increase placement for recruitment reasons.
- B. The Employer may increase an employee's step within the salary range to address issues related to recruitment or retention. The Employer will inform the Union in writing when such recruitment and/or retention increases are granted. Such an increase may not result in a salary greater than the maximum step of the salary range.

### **10.4 Adjustment for Change in Assignment**

- A. Employees appointed to a higher salary range:  
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeds the new range, the employee will retain their salary upon appointment to the new position.
- B. Employees appointed to a lower salary range:  
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeded the previous range and the employee has no assigned step, the employee's new salary will be reduced by the appropriate range differential between their old salary range and new salary range. The range differential between the AAG Range and the Managing AAG Range is five percent (5%). The range differential between the AAG Range and the Deputy Solicitor General Range is ten percent (10%). The range differential between the Managing AAG Range and the Deputy Solicitor General Range is five percent (5%).

### **10.5 Part-Time Employment**

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.

**10.6 King County Premium Pay**

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

**10.7 Acting Pay for Performing the Duties of a Division Chief**

Employees who are temporarily assigned the full scope of duties and responsibilities of a Division Chief for more than thirty (30) calendar days will be notified in writing and will be paid an additional seven hundred and fifty dollars (\$750.00) per month. The increase will become effective on the first day the employee was performing the higher-level duties.

**10.8 Bar Association Dues**

The AGO agrees to pay the annual state bar license dues to the Washington State Bar Association (WSBA) for each eligible AAG covered by this Agreement, except for the Client Protection Fund fee and the WSBA lobbying expenditures. Employees have been and will continue to be responsible for these fees. Employees are eligible if they are employed with the AGO on or before January 31 each year, except for employees who terminate their service in the month of January.

Employees who begin their employment with the AGO between January 1 and January 31 are eligible for a reimbursement from the AGO for their annual bar dues, but must pay their dues directly to the WSBA.

The AGO agrees to pay the annual state bar dues to the Washington State Bar Association for employees hired through the Honor Program in the year they pass.

**10.9 Salary Overpayment Recovery**

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

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

B. Method of Payback

1. The employee must choose one (1) of the following options for paying back the overpayment:
  - a. Voluntary wage deduction
  - b. Cash
  - c. Check
2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the

employee and the AGO. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the AGO and employee can agree to an amount that is more than the five percent (5%).

3. If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the AGO's written notice of overpayment, the AGO will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 4, Grievance Procedure, of this Agreement.

## **ARTICLE 11 SAVINGS CLAUSE**

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **ARTICLE 12 DISTRIBUTION OF AGREEMENT**

- 12.1** The Employer will post the Agreement on the Office of Financial Management's (OFM's) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later. The AGO will post a link to the current Agreement on the AGO's intranet home page after it is posted by OFM. The Employer will provide all employees with the link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

**ARTICLE 13**  
**TERM OF AGREEMENT**

- 13.1** All provisions of this Agreement will become effective July 1, 2020, and will remain in full force and effect through June 30, 2021; however, in accordance with [RCW 41.80.090](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 13.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020, and no later than January 31, 2020. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

**APPENDIX A**  
**HEALTH CARE BENEFITS AMOUNTS**

- A.1** A. For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.
- B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:
1. In ways to support value-based benefits designs; and
  2. To comply with or manage the impacts of federal mandates.
- Value-based benefits designs will:
1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
  2. Use clinical evidence; and
  3. Be the decision of the PEB Board.
- C. Appendix A.1 B will expire June 30, 2021.
- A.2** A. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.
- B. If the PEB Board authorizes stand-alone vision insurance coverage, then the Employer will pay the entire premium costs for each bargaining unit employee.
- A.3** **Wellness**
- A. To support the statewide goal for a healthy and productive workforce, employees are encouraged to participate in a Well-Being Assessment survey. Employees will be granted work time and may use a state computer to complete the survey.
- B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25.00) gift certificate each calendar year. In addition, eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by

Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

**A.4** The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.

**A.5 Medical Flexible Spending Arrangement**

A. During January 2020 and again in January 2021, the Employer will make available two hundred fifty dollars (\$250.00) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in [RCW 41.80.020\(3\)](#), who meets the criteria in Subsection A.5 B below.

B. In accordance with IRS regulations and guidance, the Employer FSA funds will be made available for a Coalition bargaining unit employee who:

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars (\$50,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and
2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.
3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
4. Base salary excludes overtime, shift differential and all other premiums or payments.

C. A medical FSA will be established for all employees eligible under this Section who do not otherwise have one. An employee who is eligible for Employer FSA funds may decline this benefit but cannot receive cash in lieu of this benefit.

D. The provisions of the State's salary reduction plan will apply. In the event that a federal tax that takes into account contributions to a FSA is imposed on PEBB health plans, this provision will automatically terminate. The parties agree to meet and negotiate over the termination of this benefit.

**APPENDIX B**  
**ASSISTANT ATTORNEYS GENERAL SALARY SCHEDULE**  
Effective July 1, 2020

<b>Base Pay Range Step Numbers</b>	<b>Graduation Year</b>	<b>AAG Range</b>	<b>Managing AAG Range</b>	<b>Deputy Solicitor General Range</b>
Step 1	2020	69,396	72,864	76,332
Step 2	2019	72,168	75,780	79,392
Step 3	2018	75,060	78,816	82,560
Step 4	2017	78,060	81,960	85,872
Step 5	2016	81,180	85,248	89,304
Step 6	2015	84,432	88,656	92,880
Step 7	2014	87,804	92,196	96,588
Step 8	2013	91,320	95,892	100,452
Step 9	2012	94,980	99,720	104,472
Step 10	2011	98,772	103,716	108,648
Step 11	2010	102,720	107,856	112,992
Step 12	2009	106,836	112,176	117,516
Step 13	2008	111,108	116,664	122,220
Step 14	2007	115,548	121,332	127,104
Step 15	2006	120,168	126,180	132,192
Step 16	2005	124,980	131,232	137,484
Step 17	2004	129,984	136,476	142,980

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The Parties agree that the agenda of the initial meeting of the Statewide Union Management Communication Committee created in Article 6 of the 2020-2021 Collective Bargaining Agreement will include the formation of Regional UMCCs.

**Dated: September 27, 2019**

For the Employer:

For the Union:

\_\_\_\_\_  
/s/  
Diane Lutz, OFM/LR Section Chief

\_\_\_\_\_  
/s/  
Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The AGO provides legal advice and representation for DCYF, supporting DCYF’s mission to protect children from abuse and neglect, and to achieve timely permanency for foster children.

The ABA has recognized that a “caseload of over sixty (60) cases is unmanageable” for attorneys serving a child welfare agency. A dependency “case” represents a family, which may include multiple children who have experienced abuse or neglect, and may include multiple parents; in addition, AAG caseloads typically include any associated termination or guardianship cases for that family. Caseloads often include appeals of orders entered in these cases. A juvenile litigation caseload usually includes all of the above.

The Union and the AGO have a shared interest in achieving manageable workloads for AAGs and staff, and agree to work collaboratively to continue the AGO’s efforts to secure funding to achieve manageable caseloads, and to identify any other measures or practices to reduce workloads.

The parties agree to include Union representatives in efforts focused on reducing juvenile litigation caseloads, by agreeing to the following:

1. The Union may appoint four additional representatives from the bargaining unit to the Juvenile Litigation Monitoring workgroup, which meets twice a year specifically to review caseloads and trends, and to problem solve. The next meeting is October 23, 2019. Once the Union Representatives are identified, management will meet with them to brief them in advance of the meeting.
2. The Union Representatives on the committee will have the same data access permissions as other committee members.
3. The Union and the AGO will conduct at least two (2) interim meetings with those representatives, to discuss union ideas and suggestions, including the feasibility of implementing reasonable protected time parameters for work on juvenile litigation appeals. Suggestions will be brought to the larger group for discussion.

This MOU is effective on signature.

**Dated: September 27, 2019**

For the Employer:

For the Union:

/s/  
\_\_\_\_\_  
Diane Lutz, OFM/LR Section Chief

/s/  
\_\_\_\_\_  
Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The Employer agrees that it will not change the following AGO policies without notice to the Union and meeting its bargaining obligation:

- Affinity Groups
- Flexible Work Schedules
- Infants in the Workplace
- Telecommuting

This MOU is effective on signature and expires on June 30, 2021.

**Dated: September 27, 2019**

For the Employer:

For the Union:

\_\_\_\_\_  
/s/  
Diane Lutz, OFM/LR Section Chief

\_\_\_\_\_  
/s/  
Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON AND  
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

In the 2020-2021 AWAAG Tentative Agreement, the parties agreed to transition AAG compensation to a salary schedule. The salary schedule meets shared goals of predictability and transparency. Given the time constraints for negotiating the Tentative Agreement, the parties focused their discussions and agreement on the initial transition of attorneys to the schedule. The agreed-upon transition plan addresses placement on the schedule and initial progression intended to address variabilities in attorney pay.

The work required of assistant attorneys general varies in areas of practice, complexity and consequence, which can require different levels of skill and experience. This is further complicated by differences across divisions and across the state. The parties agree to explore potential metrics to be able to capture and appropriately compensate the unique skills and experience the attorneys bring to the office.

**Dated: September 27, 2019**

For the Employer:

For the Union:

/s/  
\_\_\_\_\_  
Diane Lutz, OFM/LR Section Chief

/s/  
\_\_\_\_\_  
Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
THE ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL  
AFSCME COUNCIL 28 AFL-CIO**

**Temporary Layoffs (Furloughs) Through the ESD SharedWork Program to  
Address Budget Issues**

**Section 1 - Scope of application and employee considerations**

The parties agree that to address the serious budget shortfall facing Washington State, the employer will use the process set out below to temporarily furlough bargaining unit employees.

Furloughed employees who participate in the ESD SharedWork Program up through July 25, 2020, may qualify to receive additional unemployment assistance for each week they are in temporary layoff status and are receiving unemployment compensation. To assist employees who are subject to the temporary layoffs outlined in this MOU, the employer agrees to work with the Employment Security Department to arrange for educational guidance and customer service assistance with the application process for the SharedWork program and customer service assistance with applying for unemployment benefits for which they may be eligible. During the term of this MOU some employee performance measures may require consideration for an adjustment proportionate to the number of work days spent in temporary layoff status.

**Section 2 – Employer-directed furloughs through July 25, 2020**

The employer will require 8 hours per week of furlough for eligible full-time employees beginning June 28, 2020 and continuing through July 25, 2020, unless the employee is excluded through the below process. Employees working part-time will be required to take furlough hours in proportion (20%) to their workweek. These employees should work with their supervisor to determine an appropriate plan.

This initial requirement for each eligible employee to be furloughed one day per week will cease on July 25, 2020.

Process for designation of furloughs for each week:

- Supervisors will work with employees to determine a furlough plan for the June 29 through July 2 period. Plans should be approved by the supervisor prior to the furlough hours being taken.
- No later than each Tuesday, beginning June 29<sup>th</sup>, employees will submit to their supervisor their plan for 8 hours of furlough leave for the following week, or provide reasons why an exclusion from furlough is necessary for that week. The

furlough plan will be developed in a collaborative manner with the employee's work team. This plan will be presumed approved.

- Supervisors will communicate plans for their teams to the division chief or designee. If the Division Chief/designee does not approve the plan, they will respond in writing to the employee by the close of business on the Thursday prior to the week of the furlough. The Division Chief/designee and supervisor will work with the employee to find an alternative arrangement.
- If there is a change in circumstances such that the basis for an exclusion no longer exists, or a critical and time-sensitive court deadline or other urgent workload need arises to require an exclusion, the furlough plan can/will be revised, with division chief approval, to take into account the change in circumstances.
- Employees, in collaboration with their supervisor and professional staff supervisor, may make a proposal that encompasses all four (4) furlough weeks beginning June 29, 2020, to eliminate the need to make a plan each week. If deadlines change, the employer recognizes that the employee and supervisor may need to revisit the plan.
- Any pre-approved vacation scheduled during this time may be converted to a furlough day, but a vacation day cannot be taken in lieu of a furlough.
- For ease of ESD administering the SharedWork program based on no more than a 40 hour workweek, all full-time employees will convert to a five (5) day a week, eight (8) hour a day schedule during furlough weeks. Employees with a flex schedule, who would experience a hardship as a result of this temporary schedule change, may seek an exception to this provision through consultation with AGO Labor Relations. Employees will automatically revert to their previously approved flex schedules on July 26, 2020.

### **Section 3—Additional voluntary furlough hours**

The Employer encourages employees who are able to take additional furloughs above 8 hours a week to do so. Such employees may submit a plan to furlough for up to an additional 12 hours per week. Such plans should be submitted separately from the furlough plan in Section 2, and are subject to business needs and Division Chief or designee approval.

### **Section 4**

Any employee who is furloughed shall not work beyond their non-furloughed hours in a given week, unless the Employer approves overtime. The hours shown on the employee's timesheet shall accurately reflect the hours the employee worked and all leave for the month will be accurately submitted in My Portal. An employee shall not be expected to make up furloughed hours in subsequent non-furloughed weeks. However, the parties acknowledge there may be situations where work might have been done during the furlough will need to be completed after return from furlough.

**Section 5**

In administering Employer directed furloughs, the employer will strive to identify the largest employee pool possible in order to spread the burden of salary reductions over the widest population while also taking into consideration the operational and service delivery requirements of the agencies.

The parties agree that - should additional furloughs beyond the dates set out above be required - the Employer shall provide notice of its intent to do so and will satisfy its bargaining obligations. In addition to the provisions outlined above, the parties agree to continued discussions on or after July 1, 2020, to identify supplemental options to address budget issues during FY2021 and the next biennium.

**Section 6**

The Employer shall consider any employee furloughed under this MOU to be a full-time employee for certification of the Federal Public Service Loan Forgiveness program, and shall sign any necessary certification.

**Dated: June 24, 2020**

For the Employer:

For the Union:

\_\_\_\_\_  
/s/  
Ann Green, Labor Negotiator  
OFM/SHR Labor Relations Section

\_\_\_\_\_  
/s/  
Jason Holland, Labor Advocate  
WFSE/AFSCME Council 28

\_\_\_\_\_  
/s/  
Leanne Kunze, Executive Director  
WFSE/AFSCME Council 28

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

Executed this 1<sup>st</sup> day of July 2020.

For the Washington Federation of State Employees, AFSCME Council 28, for the Association of Washington Assistant Attorneys General:

\_\_\_\_\_  
/s/  
Leanne P. Kunze  
WFSE Executive Director

For the State of Washington:

\_\_\_\_\_  
/s/  
Jay Inslee  
Governor

\_\_\_\_\_  
/s/  
Diane Lutz  
Labor Relations and Compensation Policy  
Section Chief, OFM