YOUR BARGAINING TEAM RECOMMENDS THIS TENTATIVE AGREEMENT AND ASKS THAT YOU VOTE YES.

Tentative Agreement Documents

Articles with changes

2, 4, 6, 14, 15, 17, 21, 33, 34, 42, 43, 53, 54

The rest of the articles remain as currently written.

Appendices with changes

A, B, C, G, O

The rest of the Appendices remain as currently written.

List of Memoranda of Understanding

List of MoUs either renewed or expired
ARTICLE 2
NON-DISCRIMINATION

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

2.2 Both parties agree that unlawful harassment will not be tolerated.

2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within twenty-eight (28) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

TENTATIVE AGREEMENT REACHED

For the Employer: 
For the Union:

Scott Lyders, OFM Date 
Labor Negotiator

Leanne Kunze Date 
WFSE/AFSME Council 28 
Executive Director

9/17/20
ARTICLE 4
Hiring and Appointments

4.1 Filling Positions
The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

A. An agency’s internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 34, Layoff and Recall, of this Agreement and are confined to each individual agency.

B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.

C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.

D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.

E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.

F. When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:
1. The most senior candidate on the agency’s internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.

2. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.

3. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.

4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.

5. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.
4.2 Recruitment and Application Process

Agencies will determine the recruitment process used that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days. **One (1) recruitment announcement may be used to fill multiple open positions.** A recruitment announcement may also be used to fill positions in addition to those listed in the recruitment announcement if the recruitment announcement includes a statement indicating that intent at the initial time of posting. Once all the position(s) from the recruitment announcement are filled, the recruitment announcement may only be used to fill additional open positions for the next sixty (60) days. An agency may accept applications/recruit through **These may include** the Department of Enterprise Services’ online recruiting system, agency electronic process, and/or paper applications as indicated on the recruitment announcement. In addition, agencies may use their intranet to post positions. Agencies that use the Department of Enterprise Services’ online recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

4.3 Movement – Permanent Employees

A. Within an Agency (excluding the Liquor and Cannabis Board)

1. Prior to certifying candidates for vacancies in accordance with **Section 4.1**, an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position.

2. Employees desiring a transfer, voluntary demotion or elevation may initiate a request in writing to their agency human resources office, or for DSHS, to the appropriate Appointing Authority.
3. Appointing authorities will consider these individuals for an opening. Movement requests will be purged twice yearly on June 30th and December 31st.

4. Candidates interviewed will be notified of the hiring decision.

5. This Subsection does not apply to those positions that have a required bid system established in accordance with Article 3, Bid System, unless the position remains vacant after the completion of the bid process.

6. In addition, employees who are interested in a transfer, voluntary demotion or elevation within an agency may also apply in accordance with the processes outlined in Section 4.2, above.

B. Outside the Agency

1. Prior to certifying candidates for vacancies in accordance with Section 4.1, an Appointing Authority may grant an administrative transfer, voluntary demotion or elevation to a candidate from another agency as long as the permanent employee has the skills and abilities to perform the duties of a position.

2. Employees transferring, demoting or elevating from outside the agency will be required to serve a six (6) month review period. Agencies may extend the review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

3. The Employer may separate an employee or an employee may voluntarily separate during the review period. Upon separation, and at the employee’s request, the employee’s name will be placed on the agency’s layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired.
4. An employee who is separated during their review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the review period will not be subject to the grievance procedure in Article 29, Grievance Procedure.

4.4 Permanent Status

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

4.5 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee or to reduce the effects of a hiring freeze. A non-permanent appointee must have the skills and abilities required for the position.

2. A permanent employee who accepts a non-permanent appointment within their agency will have the right to return to their prior permanent position in the agency or to a position in the permanent classification they left at the completion of the non-permanent appointment; provided 1) the employee has not left the original non-permanent appointment, or 2) multiple non-permanent appointments have not exceeded a total of twelve (12) months, unless the original Appointing Authority agrees otherwise. Upon request, employees who are accepting a non-permanent
appointment will be notified in writing of their return rights within their appointment letter.

An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify their current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee’s intent, the employee’s permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency’s internal layoff list.

3. The Employer may convert a non-permanent appointment into a permanent appointment if the Employer used a competitive process to fill the non-permanent appointment or if the non-permanent appointment was filled using a veteran placement program. In such circumstances the employee will serve a probationary or trial service period. The Employer must follow Article 3, Bid System or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment.

4. Time spent in the non-permanent appointment will count towards the probationary or trial service period if the employee and the employee’s position is converted from a non-permanent appointment to a permanent appointment in accordance with Subsection 3 above.

5. Time spent in the non-permanent appointment may count towards the probationary or trial service period for the permanent position within the same job classification.
counted towards the probationary or trial service period, the reason(s) will be provided to the employee in writing.

6. The Employer may end a non-permanent appointment at any time by giving one (1) working day’s notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

B. On-Call Employment

The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.

C. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will determine and document the training program, including a description and length of the program. The in-training plan must include:

a. The title of the goal class of the in-training plan.
b. The duties and responsibilities of the goal class.
c. The job classes that will be used to reach the goal class.
d. The skills and abilities that must be acquired by the employee while in-training to the goal class.

The training plan may include any of the following components:
e. On-the job training;

f. Classroom or field instruction;

g. Courses conducted by an educational institution, vocational school, or professional training organization; or

h. Written, oral and/or practical examinations(s).

Unless other staffing methods have been exhausted, positions with primary responsibility for supervision will not be designated as in-training positions.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service period(s) required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day’s notice from the Employer. Within seven (7) days of the effective date of the separation, the employee may request a review of the separation by the Director or Secretary of the agency or designee.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with one (1) working day’s notice. The employee’s reversion right will be to the job classification that the employee held permanent status in prior to their in-training
appointment, in accordance with Subsections 4.6 B3 and 4.6 B4 of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed thirty-six (36) months. The appointment letter will inform the employee of how the trial service period(s) will be applied during the in-training appointment.

5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status in each classification upon successful completion of the concurrent training program and trial service period at each level.

6. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status in the goal classification upon successful completion of the training requirements and concurrent trial service period for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.
2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

Employees with permanent project status will serve a trial service period when they:

a. Promote to another job classification within the project; or

b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.

3. The Employer may consider project employees with permanent project status who were appointed without a competitive process for transfer, voluntary demotion, or promotion to other project positions only. Project employees with permanent project status hired through a competitive process will be eligible under Article 4.3 Movement – Permanent Employees, for transfer, voluntary demotion or elevation for project and non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.

4. For employees hired into a project position prior to July 1, 2013, the Employer may convert a project appointment into a permanent appointment and the employee will serve a probationary or trial service period. For employees hired into a project position on or after July 1, 2013, the Employer may convert a project appointment into a permanent appointment if the Employer used a competitive
process to fill the project appointment. In such circumstances, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in Article 34, Layoff and Recall.

E. Seasonal Career/Cyclic Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and are anticipated to last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.

2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Subsection 4.6 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.

3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in Article 34, Layoff and Recall.

F. The designation of a position as non-permanent, on-call, in-training or project, or the termination of a non-permanent, on-call, in-training or project appointment is not subject to the grievance procedure in Article 29, Grievance Procedure.

4.6 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months, except for employees in any job classification listed in Appendix R, Job Classifications – Twelve
Month Probationary Period, will serve a twelve (12) month probationary period. Agencies may extend the probationary period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will be provided with a written explanation for the extension. If the extension is based on performance issues, the employee will receive a performance improvement plan.

2. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days’ written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days’ notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies or performance improvement plan issues result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 29, Grievance Procedure.

3. The Employer will extend an employee’s probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

4. An employee who is appointed to a different position prior to completing their initial probationary period may be required to serve a new probationary period. The length of a new probationary period will be in accordance with Subsection 4.6 A, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.
5. With approval of the Employer, an employee who accepts a non-permanent appointment to a higher level position in the same job series while serving an initial probationary period, may resume their probationary period and receive credit for time already served in probationary status if they return to the same position they vacated.

6. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period within the same job classification as defined in Subsection 4.6 A.

B. Trial Service Period

1. Employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

Employees in an in-training appointment will follow the provisions outlined in Subsection 4.5 C.

2. Any employee serving a trial service period will have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

3. An employee who is appointed to a different position prior to completing their trial service period will serve a new trial service
period. The length of the new trial service period will be in accordance with Subsection 4.6 B, unless adjusted by the appointing authority for time already served in trial service status. In no case, however, will the total trial service period be less than six (6) consecutive months.

4. An employee serving a trial service period may voluntarily revert to their former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same agency that is:

a. Vacant or filled by a non-permanent employee and is within the employee’s previously held permanent job classification.

b. Vacant or filled by a non-permanent employee at or below the employee’s previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both (a) and (b) above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

5. With five (5) working days’ written notice by the Employer, an employee who does not satisfactorily complete their trial service period will be reverted to a funded permanent position in the same agency, that is:

a. Vacant or filled by a non-permanent employee and is within the employee’s previously held permanent job classification.
b. Vacant or filled by a non-permanent employee at or below  
the employee’s previous salary range.

The reversion option, if any, will be determined by the Employer  
using the order listed above. In both (a) and (b) above, the employee  
being reverted must have the skills and abilities required for the  
vacant position. If possible, the reversion option will be within a  
reasonable commuting distance for the employee.

If the Employer fails to provide five (5) working days’ notice, the  
reversion will stand and the employee will be entitled to payment of  
the difference in the salary for up to five (5) working days, which  
the employee would have worked at the higher level if notice had  
been given. Under no circumstances will notice deficiencies result  
in an employee gaining permanent status in the higher classification.

6. An employee who has no reversion options or does not revert to the  
highest classification in which they previously attained permanent  
status may request that their name be placed on the agency’s internal  
layoff list for positions in job classifications where they had  
previously attained permanent status.

7. An employee who is separated during their trial service period may  
request a review of the separation by the Director or Secretary of the  
agency or designee within twenty-one (21) calendar days from the  
effective date of the separation. The reversion of employees who are  
unsuccessful during their trial service period is not subject to the  
grievance procedure in Article 29, Grievance Procedure.

4.7 Internal Movement Within Department of Corrections Only

A. Prior to certifying candidates in accordance with Section 4.1, the agency  
will post vacancies for internal transfer candidates for three (3) business
days prior to posting externally. An employee’s transfer request will be granted to another position within the bargaining unit provided:

1. The employee holds permanent status in the job classification;

2. The employee has demonstrated or been assessed to have the position specific skills, abilities and qualifications necessary to perform the duties of the position;

3. There are no disciplinary action(s) in their personnel file for the past twelve (12) months;

4. There is no pending disciplinary action or the employee is not under investigation into alleged misconduct;

5. The employee has not been granted previous internal movement within the past two (2) years;

6. There are no repeated performance issues being addressed, as documented in the employee’s supervisory file;

7. The appointment will not create a violation of agency policy;

8. It meets the needs of the work unit.

9. When posting the vacancy for internal transfer, the posting may include language advising the prospective transfer employee of specific needs and competencies of the position which, if not met, may result in denial of transfer.

B. Transfer requests under this sub-article must be made in writing and submitted to the local Human Resources Office. If two (2) or more employees request a transfer to the same position and they meet the above criteria, the senior employee will be appointed. If an employee is offered a
transfer and refuses the offer, the employee will not be allowed to request another transfer for twelve (12) months.

C. If an employee requests a transfer and does not meet the criteria listed above, the employee may compete for the position.

D. The offering of a formal layoff option in accordance with Article 34, Layoff and Recall, a trial service reversion option or demotion option, prior to granting a transfer request under this sub-article, is not a violation of this sub-article, provided notice is given to the union prior to such actions occurring.

E. This Section is not subject to the grievance procedure in accordance with Article 29, Grievance Procedure. If an employee requests a transfer and it is denied, the employee may request a review by the Department of Corrections Secretary or designee (Deputy/Assistant Secretary) within twenty-one (21) days from the date the employee was notified in writing that they would not be transferred to the vacant position. The request for review must be filed with the Department of Corrections Labor Relations Office. The Secretary or designee will respond in writing within thirty (30) days of receipt of the request for review.

F. This Section does not apply to filling positions covered under Article 3, Bid System, non-permanent, on-call, or project positions.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM 9/10/20 Leanne Kunze Date
Labor Negotiator

WFSE/AFSME Council 28
Executive Director
ARTICLE 6
HOURS OF WORK

6.1 Definitions

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

B. Law Enforcement Employees
Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Overtime-Eligible Position
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

D. Overtime-Exempt Position
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.

E. Part-time Employees
Employees who are scheduled to work less than forty (40) hours per workweek.

F. Shift Employees
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Children, Youth, and Families – Juvenile Rehabilitation (DCYF-JR) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a
workweek and employees who work at the Military Department – Washington Youth Academy.

G. **Workday**

One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

H. **Work Schedules**

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

I. **Work Shift**

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

J. **Workweek**

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

2. For the Department of Veterans Affairs, workweeks will normally consist of forty (40) hours in a seven (7) day workweek, which will normally consist of five (5) workdays followed by two (2) consecutive days off or eighty (80) hours in a fourteen (14) day work period.

6.2 **Determination**

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an
extended work period, or a shift position. When the Employer determines that an
overtime-eligible position is overtime-exempt, the employee will be notified in
writing of the determination. The notice will include an attached United States

6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more
than forty (40) hours in a workweek, with starting and ending times as
determined by the requirements of the position and the Employer. The
regular work schedule will normally include two (2) consecutive scheduled
days off. The Employer may adjust the regular work schedule with prior
notice to the employee. If the Employer extends an employee’s daily work
schedule by more than two (2) hours on any given day, the Employer will
not adjust another workday or the employee’s workweek to avoid the
payment of overtime or accrual of compensatory time. This provision will
not apply:

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

2. To those job classifications that have an inherent need for flexibility
to adjust their daily work schedules within the regular workweek to
accomplish assigned job duties and responsibilities. When adjusting
an employee’s work schedule, the Employer will consider an
employee’s preference as long as the agency can meet business and
customer service needs and without causing an additional cost to the
agency. These classifications are listed in Appendix B.

B. Alternate Work Schedules
Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. Employees may request alternative work schedules and such requests will be approved by the Employer, except as provided below, subject to business and customer service needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider employees’ personal and family needs.

C. Daily Work Shift Changes

The Employer may adjust an overtime-eligible shift employee’s daily start and/or end time(s) by two (2) hours.

D. Temporary Schedule Changes

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

E. Permanent Schedule Changes

Overtime-eligible employees’ workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days’ written notice of a permanent schedule change, which will include the reason for the schedule change.
change. The day notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

F. Emergency Schedule Changes
The Employer may adjust an overtime-eligible employee’s workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, fire duty, grain inspection, or extraordinary unforeseen operational needs.

G. Employee-Requested Schedule Changes
Overtime-eligible employees’ workweeks and work schedules may be changed at the employee’s request and with the Employer’s approval, provided the Employer’s business and customer service needs are met and no overtime expense is incurred.

H. An overtime-eligible employee, including an employee on standby status, will be compensated for all time worked, other than de minimis time, for receiving or responding to work related calls, unless otherwise provided for in this Agreement.

6.4 Overtime-Eligible Law Enforcement Employee Work Schedules
A. The regular work schedule for full-time overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, will not be more than one hundred and sixty (160) hours in a twenty-eight (28) day period. The Employer may adjust the work schedule with prior notice to the employee.

B. Park Rangers Not Residing in Park Housing
If the Employer requires a ranger not living in Park housing to work on a scheduled day off, the ranger will be notified of the assignment prior to the ranger’s scheduled quitting time on the second work day preceding the
scheduled day off. A lack of such notice will constitute callback in
accordance with Article 42.17 B.

6.5 Overtime-Eligible Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and
supersede the unpaid meal period requirements of WAC 296-126-092. Unpaid meal
periods for employees working more than five (5) consecutive hours, if entitled,
will be a minimum of thirty (30) minutes and will be scheduled as close to the
middle of the work shift as possible. Employees working three (3) or more hours
longer than a normal workday will be allowed an additional thirty (30) minute
unpaid meal period. When an employee’s unpaid meal period is interrupted by work
duties, the employee will be allowed to resume their unpaid meal period following
the interruption, if possible, to complete the unpaid meal period. In the event an
employee is unable to complete the unpaid meal period due to operational necessity,
the employee will be entitled to compensation, which will be computed based on
the actual number of minutes worked within the unpaid meal period. Meal periods
may not be used for late arrival or early departure from work and meal and rest
periods will not be combined.

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the
rest periods required by WAC 296-126-092. Employees will be allowed one (1)
rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more
hours worked at or near the middle of each one-half (1/2) shift of three (3) or more
hours. Rest periods do not require relief from duty. Where the nature of the work
allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.8 Positive Time Reporting – Overtime-Eligible Employees
Overtime-eligible employees will accurately report time worked in accordance with a positive time reporting process as determined by each agency.

6.9 Overtime-Exempt Employees
Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the agency for which they work. The Employer’s policy for all overtime-exempt employees is as follows:

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

B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

C. The salary paid to overtime-exempt employees is full compensation for all hours worked, except:

1. Psychologist – Forensic Evaluators and Psychiatric Social Workers working at the Department of Social and Health Services (DSHS) are expected to work as many hours as necessary to accomplish their
assignment or fulfill their core responsibilities. However, because DSHS has a unique situation that requires Psychologist-Forensic Evaluators and Psychiatric Social Workers to work hours over and above those necessary to accomplish their assignment and fulfill their core responsibilities, Psychologists – Forensic Evaluators and Psychiatric Social Workers will receive additional straight time pay at their regular rate of pay for working these “extra duty” hours.

“Extra Duty” is defined as work hours assigned by management that are hours over and above those necessary to accomplish the Psychologist – Forensic Evaluator’s and Psychiatric Social Worker’s regular assignment and fulfill their core responsibility. “Extra duty” hours typically include covering hours/shifts not regularly assigned to any other Psychologist – Forensic Evaluator or Psychiatric Social Worker. When seeking to fill the extra duty hours, the Employer retains the right to assign any Psychologist – Forensic Evaluator or Psychiatric Social Worker who has the appropriate skills and abilities required for the extra duty. Management will ask for volunteers for the extra duty, but retains the right to select any Psychologist – Forensic Evaluator or Psychiatric Social Worker for the extra duty regardless of whether there are volunteers or not and retains the right to restrict the number of extra duty assignments that any one employee works.

D. Overtime-exempt employees’ salary includes straight time for holidays. An overtime-exempt employee whose Employer requires him or her to work on a holiday will be paid at an additional rate of one and one-half (1-1/2) times the employee’s salary for the time worked.

E. Employees will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not
achieve the appropriate balance, and with approval of their Appointing Authority or designee, overtime-exempt employees’ will accrue exchange time for extraordinary or excessive hours worked. Such approval will not be arbitrarily withheld. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. When an employee accrues forty (40) hours of exchange time, the employee and the Employer will develop a plan for the employee to use the accrued exchange time in the next ninety (90) days. Exchange time can be used in lieu of sick leave and vacation leave. Exchange time has no cash value and cannot be transferred between agencies.

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

G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

6.10 Military Department – Emergency Management Division
The Employer may send an employee home to rest prior to returning for the night shift to cover an emergency or declared disaster. When this occurs, the rest period will be considered time worked through the end of the employee’s scheduled work shift. No employee will be required to work more than six (6) consecutive days in a seven (7) day period unless the state Emergency Operations Center is at Level 1, Full Activation.

6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and Contingency Schedules
The Employer will establish yearly winter shift and contingency schedules as needed. Within reasonable staff and program considerations, the Employer will accommodate employee shift preference based on Department of Transportation
continuous service. It is recognized that in assigning shifts and days off, a balance
of experience, skills and abilities may be required.

6.12 Department of Fish and Wildlife – Construction and Maintenance
A. Normal unpaid commute time for employees residing at temporary
residences and traveling to temporary work sites, will be thirty (30) minutes.
Commute time over thirty (30) minutes will be considered to be work time.
This work time will be taken from the end of the work shift to travel back
to the temporary residence.

B. Subsection A, above, will not apply when:

1. An employee (driver only) begins their mandatory pre-trip safety
checks on vehicles requiring the use of a Commercial Driver’s
License (CDL). This does not apply to department pickups or other
non-CDL vehicles used for transportation to and from work sites;
and

2. When the nearest temporary residence is beyond thirty (30) minutes
from the temporary work site, all travel from the temporary
residence to the work site and the return to the temporary residence
will be considered work time.

6.13 Department of Agriculture – Grain Inspection Program
To provide inspection and weighing services for grain being loaded onto export
vessels, the Employer may establish and staff both emergency and overtime shifts
using key position staffing, with a minimum of three (3) permanent employees
licensed to perform key duties, any combination of inspectors, protein operators,
and grain sampler-weighers. The minimum of three (3) permanent employees does
not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a
minimum of two (2) permanent employees. The remaining positions on such shifts
may be staffed with non-permanent employees.
6.14 Department of Transportation – Commercial Driver’s License (CDL)

Required Positions

A. The Employer will not require an employee utilizing their CDL to work more than fifteen (15) consecutive hours without providing a rest period of at least eight (8) consecutive hours.

B. Employees utilizing their CDL to work fifteen (15) consecutive hours will be required to take an eight (8) consecutive hour rest period before resuming the next duty period. The employee will suffer no loss of regular straight time hourly earnings for any time missed during that rest period that otherwise would have been part of their regularly scheduled shift. Employees will not be eligible for any other work assignment, including an overtime assignment or work shift, during the required (8) hour rest period.

6.15 Shift Exchange – Department of Corrections – Work Release Facilities (WR) and Military Department – Youth Academy

Overtime-eligible employees employed at WR or the Youth Academy who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

C. Requested shift exchanges will be considered on a case-by-case basis.
D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.

E. For shift exchanges that occur on an employee’s designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.

F. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action. The shift exchange system will not be used to circumvent the bid system by significantly altering an employee’s workweek or supervisory chain of command.

6.16 Department of Ecology – Spill Response Team

Employees working on the spill response team who work sixteen (16) hours in a twenty-four (24) hour period will be required to take eight (8) hours off for rest before resuming the next duty period. The employee will suffer no loss of regular straight-time hourly earnings for any time missed up to six (6) hours during that rest period that otherwise would have been part of their regularly scheduled shift. Employees will not be eligible for any other work assignment, including an overtime assignment or work shift, that begins during the required eight (8) hour rest period.

6.17 Shift Exchange—Department of Social and Health Services (DSHS) and Department of Children, Youth and Families (DCYF)

Overtime-eligible shift employees employed by DSHS at Eastern and Western State Hospitals, Child Study and Treatment Center, Special Commitment Center, Lakeland Village, Rainier School, Yakima Valley School and Fircrest School; and employees employed by DCYF at Green Hill School, Echo Glen Children’s Center and Naselle Youth Camp, who have the same job classification will be allowed to
exchange full shifts for positions in which they are qualified in accordance with the following:

A. Requests for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) workweek. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate appointing authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

C. Requested shift exchanges will be considered on a case-by-case basis.

D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.

E. For shift exchanges that occur on an employee’s designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.

F. An employee will not receive shift premium pay under Article 42.18, Shift Premium, solely as a result of a shift exchange. Each employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.

G. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action or suspension of the ability to exchange shifts in the future.

H. Mental Health Technicians and Psychiatric Security Attendants may exchange shifts as long as the employees qualify to work in positions for
which the employees are requesting shift exchange. Licensed Practical Nurses and Psychiatric Security Nurses may exchange shifts as long as the employees qualify to work in positions for which the employees are requesting shift exchange. Denials of shift exchanges are not subject to the grievance procedure under Article 29, Grievance Procedure, of the parties’ collective bargaining agreement.

I. Employees working in different classifications as provided in Subsection H. above will be considered to have worked their regular scheduled work shift for purposes of pay in Article 42.1, “GS” Pay Range Assignments.

J. The shift exchange system will not be used to circumvent the bid system by significantly altering an employee’s workweek or supervisory chain of command.

6.18 Department of Transportation – Emergency Schedule Change

At the time DOT changes an employee’s schedule in accordance with Article 6.3F, Emergency Schedule Changes, it will notify the employee that the change is an emergency schedule change. DOT will also provide the employee written notice that the schedule change is in accordance with Article 6.3F, Emergency Schedule Changes. The written notice will be provided after the schedule change.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

9/17/20 Date Executive Director
ARTICLE 14
SHARE LEAVE

14.1 A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:

1. Called to service in the uniformed services;

2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;

3. A victim of domestic violence, sexual assault, or stalking; or

4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.

5. Sick or temporarily disabled because of pregnancy disability; or

6. Taking parental leave to bond with their newborn, adoptive or foster child.

B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday.

C. For purposes of the state leave sharing program, the following definitions apply:

1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member
1 by another family or household member; or stalking as defined in
2 RCW 9A.46.110 of one family or household member by another
3 family or household member.

4 2. “Employee” means any employee who is entitled to accrue sick
5 leave or vacation leave and for whom accurate leave records are
6 maintained.

7 3. Employee’s “family member” is defined to include:

8 a. Child, including biological, grandchild—adopted, or foster
9 child, stepchild, grandchild, or personchild for whom the
10 employee stands in loco parentis, is a legal guardian or is de
11 facto parent, regardless of age or dependency status;

12 b. Biological, adoptive, de facto, or foster parent, stepparent, or
13 legal guardian of an employee or the employee’s spouse or
14 registered domestic partner, or a person who stood in loco
15 parentis when the employee was a minor child.

16 c. Spouse;

17 d. Registered domestic partner as defined by RCW 26.60;

18 e. Grandparent; or

19 f. Grandchild; or Grandchild; or

20 Sibling.

21 4. “Household members” are defined as persons who reside in the
22 same home who have reciprocal duties to and do provide financial
23 support for one another. This term will include foster children and
24 legal wards even if they do not live in the household. The term does
not include persons sharing the same general house, when the living
style is primarily that of a dormitory or commune.

5. “Service in the uniformed services” means the performance of duty
on a voluntary or involuntary basis in a uniformed service under
competent authority and includes active duty, active duty for
training, initial active duty for training, inactive duty training, full-
time national guard duty including state-ordered active duty, and a
period for which a person is absent from a position of employment
for the purpose of an examination to determine the fitness of the
person to perform any such duty.

6. “Severe” or “extraordinary” condition is defined as serious or
extreme and/or life threatening.

7. “Sexual assault” has the same meaning as in RCW 70.125.030.

8. “Stalking” has the same meaning as in RCW 9A.46.110.

9. “Uniformed services” means the armed forces, the army national
guard, and the air national guard of any state, territory,
commonwealth, possession, or district when engaged in active duty
for training, inactive duty training, full-time national guard duty,
state active duty, the commissioned corps of the public health
service, the coast guard, and any other category of persons
designated by the President of the United States in time of war or
national emergency.

10. “Victim” means a person against whom domestic violence, sexual
assault, or stalking has been committed against as defined in this
Section.
11. “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a however, if a person receiving parental leave also receives leave due to a pregnancy disability. When the birth parent suffers from a pregnancy disability, the period of parental leave may be taken in the sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the leave. Parental leave is used within the first year of the child’s life may not be used more than one (1) year after birth.

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

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

A. The employee’s agency head or designee determines that the employee meets the criteria described in this Section.

B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 14.3 A1.

CB. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsections 14.3 A1, A4, or A5.

DC. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3 A2.
A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 14.3 A3.

Donated leave may be transferred from employees within the same agency, or with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.

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

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or

2. Has been called to service in the uniformed services; or

3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee’s offer of volunteer services;

4. Is a victim of domestic violence, sexual assault, or stalking; or

5. Is taking parental leave and/or pregnancy disability leave.

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, or
stalking, parental leave and/or pregnancy disability leave has caused, or is likely to cause, the receiving employee to:

1. Go on leave without pay status; or

2. Terminate state employment.

C. The receiving employee’s absence and the use of shared leave are justified.

D. The receiving employee has depleted or will shortly deplete their:

1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 14.3 A1. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty hours of vacation leave and forty hours of sick leave; or

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 14.3 A2. The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty hours of vacation leave and forty hours of military leave; or

3. Vacation leave and personal holiday if the employee qualifies under Subsection 14.3 A3 or 14.3 A4. The employee is not required to deplete all of their accrued vacation leave and can maintain up to forty hours of vacation leave; or-

4. Vacation leave, sick leave, personal holiday and compensatory time if the employee qualifies under Subsection 14.3 A5. The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty hours of vacation leave and forty hours of sick leave.
The employee under this Subsection can retain in reserve up to forty (40) hours each of vacation leave and sick leave.

E. The agency head or designee permits the leave to be shared with an eligible employee.

F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee’s vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.

G. Employees may donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.

H. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee’s sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor’s monthly sick leave accrual.

I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

14.4 The agency head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they are suffering from an illness, injury, impairment or physical or mental condition which is of an extra ordinary or severe nature. A non-permanent
or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee’s appointment letter.

14.5 A. The agency head or designee will require the employee to submit, prior to approval or disapproval:

1. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 14.3 A1;

2. A copy of the military orders verifying the employee’s required absence when the employee is qualified for shared leave under Subsection 14.3 A2;

3. Proof of acceptance of an employee’s offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 14.3 A3; or

4. Verification of the employee’s status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 14.3 A4; or

5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 14.3 A5.

B. To the extent allowed by law, the agency will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee.
C. The agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.

D. Once approved, and with authorization from the requesting employee, agencies will post and/or distribute shared leave requests. If an employee’s shared leave needs are unmet, and upon request from the requesting employee, shared leave requests will be distributed at least monthly.

14.6 Any donated leave may only be used by the recipient for the purposes specified in this Article.

14.7 The receiving employee will be paid their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient’s salary. The calculation of the recipient’s leave value will be in accordance with Office of Financial Management policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

14.8 A. An employee receiving industrial insurance replacement benefits may not receive greater than twenty-five percent (25%) of their base salary from the receipt of shared leave. All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 14.3 A1.

B. Shared leave may be used intermittently or on nonconsecutive days so long as the leave has not been returned under Section 14.9 of this Article. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 14.3 A2, 14.3 A3, or 14.3 A4.
C. For shared leave qualified under Subsection 14.3 A5, the employee is required to deplete their personal holiday and all compensatory time. The employee is also required to deplete vacation leave and sick leave this is over forty (40) hours in each category.

14.9 A. Any shared leave no longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying condition by the recipient, as determined by the agency head or designee will be returned to the donor(s).

B. Unused leave may not be returned until one of the following occurs:

1. The agency heads or designees receives a statement from the employee’s doctor verifying the injury or illness is resolved, or

2. The employee is released to full time employment, has not received additional medical treatment for their current condition or any other qualifying condition for at least six (6) months, and the employee’s doctor has declined, in writing, the employee’s request for a statement indicating the employee’s condition has been resolved.

C. The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor’s appropriate leave balance. The return will be prorated back based on the donor’s original donation.

14.10 If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the agency head or designee must approve a new shared leave request for the employee.

14.11 All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.
14.12 The agency will maintain records that contain sufficient information to provide for legislative review.

14.13 An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave that they used.

Tentative Agreement Reached

For the Employer: For the Union:

Scott Lyders, OFM Date Leanne Kunze Date
Labor Negotiator WFSE/AFSME Council 28
9/17/20 Executive Director
ARTICLE 15

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

With the exception of 15.4, definitions used in this article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

15.1 Federal Family and Medical Leave Act of 1993 (FMLA)

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington State Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FML family medical leave in a twelve (12) month period for one or more of the following reasons 1 through 4:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.

2. Personal medical leave due to the employee’s own serious health condition that requires the employee’s absence from work.

3. Family medical Leave to care for a spouse, son, daughter, parent, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee’s state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) workweeks of FMLA.
4. **Family Medical Leave** for a qualifying exigency when the employee’s spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

5. Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member. Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

B. Entitlement to **Family Medical Leave** for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation
leave, sick leave, exchange time, personal holidays, compensatory time off or shared leave.

15.2D. The family medical leaveFMLA entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FML family medical leave. Each time an employee takes FML-family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

15.3E. The Employer will continue the employee’s existing employer-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leaveFMLA. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums.

15.4F. The Employer has the authority to designate absences that meet the criteria of the family medical leaveFMLA. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers’ compensation or assault benefits and compensatory time) for a family medical leaveFMLA qualifying event will run concurrently with, not in addition to, the use of the family medical leaveFMLA for that event. An employee, who meets the eligibility requirements listed in Section 15.1, may request family medical leaveFMLA run concurrently with absences due to work-related illness or injury covered by workers’ compensation, at any time during the absence. Any employee using paid leave for a family medical leaveFMLA qualifying event must follow the notice and certification requirements relating to family medical leaveFMLA usage in addition to any notice and certification requirements relating to paid leave.

15.5G. The Employer may require certification from the employee’s, family members, or the covered service member’s health care provider for the purpose of qualifying for family medical leaveFMLA.

15.6H. The Employer will use forms designated by the United States Department of Labor in the administration of the FMLA.
15.7I. Personal medical leave or serious health condition leave or serious injury or illness leave covered by FMLA family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

15.8J. Upon returning to work after the employee’s own family medical leave FMLA qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.

15.9K. The employee will provide the Employer with not less than thirty (30) days’ notice before family medical leave FMLA is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

15.10 Parental Leave

A. Parental leave will be granted to the employee for the purpose of bonding with their newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by family medical leave FMLA, during the first year after the child’s birth or placement. Leave beyond the period covered by family medical leave FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the agency director step of the grievance procedure in Article 29, Grievance Procedure.

B. Parental leave may be a combination of the employee’s accrued vacation leave, sick leave, personal holiday, compensatory time, exchange time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.
15.113 Pregnancy Disability Leave

A. Leave for pregnancy or childbirth related disability is in addition to any leave granted under the FMLA or WFLA.

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

15.12 Definitions used in this article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

15.13 Washington Family Medical Leave Act (WFLA) effective until December 31, 2019

The parties recognize the WFLA (RCW 97.78) is being repealed and is only effective until December 31, 2019 and therefore any references to WFLA or the provisions of WFLA in this article expire December 31, 2019.

15.14 Washington Paid Family and Medical Leave Program effective January 1, 2020

A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance RCW 50A.04. In the event the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event the
legislature repeals all or part of RCW 50A.04, those provisions repealed are considered by
the parties to be expired and no longer in effect upon the effective date of their repeal.

B. The employee will provide the Employer with not less than thirty (30) days’ notice
before PFML family medical leave is to begin. If the need for the leave is unforeseeable
thirty (30) days in advance, then the employee will provide such notice as is reasonable
and practicable.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Date 7/27/20
Labor Negotiator

Leanne Kunze Date
WFSE/AFSME Council 28
Executive Director
# APPENDIX G
## FOURTEEN DOLLARS AN HOUR MINIMUM WAGE

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<thead>
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<th>Class Title</th>
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<td>32E</td>
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<td>Custodian-2</td>
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<td>Fiscal Technician-1</td>
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<td>595K</td>
<td>Utility-Worker-1</td>
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## TENTATIVE AGREEMENT REACHED

For the Employer:  
For the Union:

Scott Lyders, OFM  
Labor Negotiator  
9/17/20  
Leanne Kunze  
WFSE/AFSME Council 28  
Executive Director
ARTICLE 17
MISCELLANEOUS PAID LEAVE

17.1 Employees will be allowed paid leave, during scheduled work time:

A. For examinations or interviews for state employment, when approved in advance;

B. To receive assessment through the Employee Assistance Program, when approved in advance;

C. To serve as a member of a jury, as specifically provided below in Section 17.4;

D. To appear in court or administrative hearing, as specifically provided below in Section 17.5;

E. For life-giving procedures, blood, platelet and fluid donations, when approved in advance;

F. For bereavement leave, as specifically provided below in Section 17.7;

G. For military leave, as specifically provided below in Section 17.8; or

H. To serve as a member of the Union collective bargaining team as provided in Section 39.13, Master Agreement Negotiations.

17.2 Examinations/Interviews

When approved, employees will receive paid leave for attendance at examinations or interviews for state employment. Leave may include reasonable travel time.
17.3 Employee Assistance Program
When approved, employees will receive paid leave for up to three visits for assessment through the Employee Assistance Program. Leave may include reasonable travel time.

17.4 Jury Duty
Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of a jury duty summons and will cooperate in requesting a postponement of service if warranted by business demands. If selected to be on a jury, employee-requested schedule changes will be approved, if possible, to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on their work shift, they may be required to return to work.

17.5 Witness/Subpoena
Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave, during scheduled work time to appear as a witness in court or administrative hearing, except as provided in Section 36.6, Attendance at Meetings, provided:

A. The employee has been subpoenaed on the Employer’s behalf; or

B. The subpoena is for a legal proceeding which is unrelated to the personal or financial matters of the employee.

17.6 Life-Giving Procedures, Blood, Platelet and Fluid Donations
A. When approved, employees will receive paid leave, not to exceed five (5) thirty (30) working days in a two (2) year period, for participating in life-giving procedures. Such leave shall not be charged against sick leave or annual leave, and use of leave without pay is not required. The Employer may approve additional days through the use of accrued paid leave. “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. “Life giving procedure” does not include the donation of blood or plasma. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

B. When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for the donation of blood, platelets or fluids, without compensation, to a person or organization for medically necessary treatments. The Employer may approve additional days through the use of accrued paid leave. Employees will provide reasonable advance notice and the Employer may request written proof from an accredited medical institution, physician or other medical professional that the employee participated in the donation procedure if abuse of leave is reasonably suspected. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for these donations, but shall not be unreasonably denied.

17.7 Bereavement Leave
A. An employee is entitled to three (3) days of paid bereavement leave if their family member or household member dies. An employee may request less than three (3) days of bereavement leave.

B. The Employer may require verification of the family member’s or household member’s death.
C. In addition to paid bereavement leave, the Employer may approve an employee’s request to use compensatory time, sick leave, vacation leave, exchange time, their personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. A family member is defined as:

1. Child. Including biological, adopted, or foster child, stepchild, grandchild, or childperson who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency;

2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or person who stood in loco parentis when the employee was a minor child;

3. Spouse;

4. Registered domestic partner as defined by RCW 26.60;

5. Grandparent;

6. Grandchild; or

7. Sibling

E. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

F. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee’s spouse or domestic partner, the Employer will approve the employee’s accrued paid
leave for all deaths up to a total of five (5) days for each calendar year. Additional days may be approved by the Employer. The Employer may deny leave requested under this provision for the holidays specified in Article 10.1, Holidays.

17.8 Military Leave
Employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, when called, or to take part in training or drills including those in the National Guard or state active status.

17.9 Personal Leave
A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months.

B. The Employer will release the employee from work on the day selected for personal leave if:

1. The employee has given at least fourteen (14) calendar days’ written notice to their supervisor. However, the supervisor has the discretion to allow a shorter notice period.

2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

C. Personal leave may not be carried over from one fiscal year to the next.

D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
E. Upon request, an employee will be approved to use part or all of their personal leave day for:

1. The care of family members as required by the Family Care Act, WAC 296-130.

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.14, Military Family Leave; or

3. Leave as required by the Domestic Violence Leave Act, RCW 49.76.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
9/17/20 09/17/2020
Date Date
Executive Director
ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms
The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. When uniforms are required, the Employer will not reduce the uniform allowance or level of maintenance provided, during the term of this Agreement. The same will apply to required footwear. The Employer may require an employee to return all provided uniforms and/or footwear upon separation from employment. In those cases where an employee fails to return the provided uniforms and/or footwear, the Employer may deduct the depreciated value of the items from the employee’s final pay.

21.2 Tools and Equipment
The Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition. Employees who misuse, vandalize, lose or damage state property may be subject to disciplinary action. Employees will be required to return all Employer provided tools, equipment (i.e., electronic equipment, badges, etc.) and foul weather gear upon separation from employment. In those cases where an employee fails to return the provided tools, equipment and/or foul weather gear, the Employer may deduct the value of the items from the employee’s final pay.

21.3 Taxability
The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.
21.4 Department of Corrections – Firearms Training and Ammunition

Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with two hundred (200) rounds of ammunition at these practices.

21.5 Safety Footwear

The Employer will determine the employees that are required to wear safety footwear as essential Personal Protective Equipment (PPE).

A. Those employees in the following agencies will receive a biennial allowance of $225.00 per pair, to be used for the purchase of safety footwear in accordance with agency policy.

- Ecology
- Department of Agriculture
- Department of Children, Youth, and Families (Maintenance Operations Division)
- Department of Enterprise Services
- Department of Fish and Wildlife
- Department of Social and Health Services — Consolidated Maintenance and Operations Division
- Department of Social and Health Services – Eastern State Hospital
- Department of Social and Health Services – Western State Hospital
- Department of Transportation
• Liquor and Cannabis Board

• Labor and Industries

• Secretary of State

• Utilities and Transportation Commission

B. Those employees in the following agencies will receive a biennial allowance of $225.00 per pair to be used for the purchase of safety footwear in accordance with ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards, insoles, and waterproofing.

• Department of Transportation

Agencies with policies or practices that allow a higher allowance and are grandfathered for those allowance levels. The process for purchasing safety footwear will follow agency policy or practice. The appointing authority or designee may authorize additional safety footwear reimbursement allowance should boots be damaged or worn out before the next allowance is authorized.

TENTATIVE AGREEMENT REACHED

For the Employer:

Scott Lyders, OFM
Labor Negotiator

9/10/20

For the Union:

Leanne Kunze
WFSE/AFSME Council 28
Executive Director

9/10/20
ARTICLE 33
SENIORITY

33.1 Definition

A. Seniority for full-time employees will be defined as the employee’s length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked but shall not exceed that of a full time (2088 hours annually) employee. Actual hours worked includes all overtime hours and all paid holiday and leave hours, excluding compensatory time.

For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee’s seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee’s seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service;

2. Compensable work-related injury or illness leave;

3. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;

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

5. Leave for service as a volunteer with humanitarian and disaster relief organizations;

6. Reducing the effects of layoff, and/or

7. Leave for Union employment in accordance with Sections 39.8 and 39.10, of Article 39, Union Activities.
When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee’s seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee’s work hours are reduced in accordance with Section 34.6, of Article 34, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

B. For employees whose positions are assigned to an academic and/or vocational education program or facility that follows the customary public school practice of a less than twelve (12) month school year, the Employer will place the employee on leave without pay for all or part of the time the program or facility is closed for customary school vacations and will not adjust the employee’s seniority date.

C. For the purposes of layoffs and recall, a maximum of five (5) years’ credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or surviving state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, as provided in RCW 41.06.133.

33.2 Ties

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

A. Longest continuous time within their current job classification,

i. For positions impacted by the implementation of the IT Professional Structure on July 1, 2019, total continuous time spent in previously abolished IT classification will be counted if the position number was the same on June 30, 2019 and July 1, 2019.
B. Longest continuous time with the agency, and
C. By lot.

4 33.3 Seniority List

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each permanent and non-permanent employee’s name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

9/10/20 09.10.2020

Date Date

Executive Director
ARTICLE 34
LAYOFF AND RECALL

34.1 Definition
Layoff is an Employer-initiated action, taken in accordance with Section 34.3 below, that results in:

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

34.2 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

34.3 Basis for Layoff
Layoffs may occur for any of the following reasons:

A. Lack of funds;
B. Lack of work;
C. Good faith reorganization;
D. Ineligibility to continue in a position that was reallocated, or the employee’s choice not to continue in a position that was reallocated to a classification with a lower salary range maximum;
E. Termination of a project; or
F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.
34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours

A. Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs.

B. Appointing authorities will allow an employee in the same job classification and location where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as defined in Section 34.8, as a position subject to layoff. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.

C. If the appointing authority accepts the employee’s voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service.

D. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the layoff lists for the job classifications in which they held permanent status, regardless of a break in service.

34.5 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions for which they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.
34.6 Temporary Reduction of Work Hours or Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.

B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance if the layoff was due to the lack of funds,
2. Bump to any other position, or
3. Be placed on the layoff list.

D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in Article 33, Seniority, among the group of employees with the required skills and abilities as defined in Section 34.8, in the job classification at the location where the temporary reduction in hours or layoff will occur.

E. A temporary reduction of work hours or layoff will not affect an employee’s holiday compensation, periodic increment date or length of review period,
and the employee will continue to accrue vacation and sick leave credit at their normal rate.

34.7 Layoff Units
A. A layoff unit is defined as the geographical entity or administrative/organizational unit in each agency used for determining available options for employees who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix C, Layoff Units.

34.8 Skills and Abilities
Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions or, bona fide occupational qualifications approved by the Human Rights Commission that have been identified at least three (3) months prior to the layoff. In no case will the skills and abilities required in layoff be more restrictive than those required when filling positions. For employees who held permanent status in IT classes that were abolished, an employee’s work history and completed IT Assessment Form will also be considered in determining skills and abilities.

34.9 Formal Options
A. Employees will be laid off in accordance with seniority, as defined in Article 33, Seniority, among the group of employees with the required skills and abilities, as defined in Section 34.8, above.

Employees being laid off will be provided the following options to comparable positions within the layoff unit, in descending order, as follows:

1. A funded vacant position for which the employee has the skills and abilities, within their current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee’s written request, to a lower classification within their current job classification series even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions.

B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the skills and abilities of the position(s).

C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position. For employees who held permanent status in IT classes that were abolished in the IT Professional Structure hired on or before June 30, 2019, the completed IT Assessment form will be used to identify available layoff options within the IT professional structure.
D. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status, regardless of a break in service.

E. If the Employer elects to implement all the stages of a layoff on a single effective date, and an employee accepts their formal option and then subsequently declines the option prior to the effective date of the layoff, the Employer will amend the formal option of any employee who is affected by this declination.

F. For employees who have transitioned into the IT Professional Structure on July 1, 2019, layoff options within the layoff unit will be determined as follows:

1. a. A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.

15 b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.

2. a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.

21 b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job
classification or job family and level in which the employee has held permanent status or, at the employee’s written request, to a lower classification or level within a job classification series or job family that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification or level in a job family.

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

34.10 Informal Options

A. An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their layoff unit, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

B. An employee being laid off who has no formal option or their formal option would cause a bump or an unreasonable commute, as defined in Article 36.3, Duty Station, may be offered a funded vacant position to job classifications or job family and level they have held permanent status, provided the employee meets the skills and abilities required of the position and it is at the same or lower salary range as the position in which the employee currently holds permanent status.

C. For employees impacted by in the IT Professional Structure hired implemented July 1, 2019 on or before June 30, 2019, the an employee’s
completed IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.

CD. An employee may request an informal option to job classifications through the agency’s Human Resources Office within five (5) calendar days of receipt of a written notice of a permanent layoff.

DE. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal option to both part-time and full-time positions. The award or denial of an informal option is not subject to the grievance procedure.

34.11 Notification for the Union
The Employer will notify the Union before implementing a layoff or a temporary reduction of work hours. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

34.12 Notification to Employees With Permanent Status
A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 34.6, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice on the same day it is provided to the employee.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 34.6, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days’ notice, the employee
will be paid their salary for the days they would have worked had full notice been given.

C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. Except for cyclical or seasonal employees, if the seventh (7th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15) calendar days’ notice provided by the Employer to the employee.

D. The day that notification is given constitutes the first day of notice.

34.13 Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

A. Transfer or Bump

An employee who accepts a transfer or bumps to another position within their current job classification will retain their current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

An employee who bumps to another position with a lower salary range will be paid an amount equal to their current salary, provided it is within the salary range of the new position. In those cases where the employee’s current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range as that of the position from which they were
laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, plus any across the board adjustments, including salary survey adjustments and job classification range adjustments, that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee’s prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

34.14 Transition Review Period

A. The Employer may require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification or future-equivalent job classification in which they have:

1. Not held permanent status;

2. Been appointed from the General Government Transition Pool Program; or

3. Been appointed from a layoff list.

The Employer may extend a transition review period for an individual as long as the total period does not exceed twelve (12) months.

B. When the Employer requires an employee to complete a transition review period, the employee will be provided with written notice.
C. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

D. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. The Employer will provide the employee seven (7) days written notice prior to the effective date of the separation. However, if the Employer fails to provide seven (7) days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the position.

E. Upon separation, and at the employee’s request, the employee’s name will be placed on or returned to the layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired to a different position for which they have the skills and abilities.

F. An employee who is separated during their transition review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the transition review period will not be subject to the grievance procedure in Article 29, Grievance Procedure.

G. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

34.15 Recall

A. The Employer will maintain layoff lists for each job classification, which will include geographic availability. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic areas in which they are willing to accept
employment. Additionally, employees may request to have their name placed on layoff lists for other job classifications in which they have held permanent status regardless of a break in service. An employee will remain on the layoff lists for three (3) years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the three (3) year period.

B. When a vacancy occurs within an agency and when there are names on the layoff list for that job classification, the Employer will fill the position in accordance with Article 4, Hiring and Appointments. An employee will be removed from the layoff list if they are certified from the list and waives the appointment to a position for that job classification two (2) times. In addition, an employee’s name will be removed from all layoff lists upon retirement, resignation or dismissal.

C. Employees who have taken a demotion in lieu of layoff may also request to have their name placed on the agency’s internal layoff list for the job classification they held permanent status in prior to the demotion.

34.16 General Government Transition Pool Program
Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program in accordance with Article 4, Hiring and Appointments.

34.17 Project Employment
A. Less Than Five Years of Continuous Project Employment
Project employees who have been in project status for less than five (5) consecutive years have layoff rights within their project.

B. Five Years or Greater of Continuous Project Employment
1. Project employees who were hired into a project position prior to July 1, 2013 and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in Sections 34.9, 34.10 and Appendix C if they have no layoff options in their project.

2. Project employees who were hired into a project position through the competitive process on or after July 1, 2013 and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in Sections 34.9, 34.10 and Appendix C if they have no layoff options in their project.

3. Project employees who were not hired into a project position through the competitive process on or after July 1, 2013 will have layoff rights in accordance with Subsection D below.

C. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status. The employees’ return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in Section 34.9.

D. Project employees who are separated from state service due to layoff may request their names be placed into the General Government Transition Pool Program. Upon layoff from the project, project employees who entered the project through the competitive process and remain in project status for two (2) consecutive years will be eligible to have their names placed on the internal layoff list for the classes in which permanent project status was attained. Bumping options will be limited to the project boundaries.

34.18 Seasonal Career Employment

A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided below, in
Subsection 34.18 C. Employees will be given no less than two (2) working days’ notice of a layoff.

B. Formal options to other seasonal career positions will be determined using the procedure outlined in Section 34.9. Employees separated due to layoffs will be placed on separate seasonal layoff lists for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions within their layoff unit for the current or following season.

C. The layoff units for seasonal employees are as follows for each agency:

1. Department of Fish and Wildlife – See Appendix C, Layoff Units.

2. Department of Natural Resources – See Appendix C, Layoff Units.

3. Department of Transportation – The county in which the seasonal employee’s official duty station is located.

4. Employment Security Department – The office first and then the county in which the seasonal employee’s official duty station is located.

5. Horse Racing Commission – A single statewide layoff unit.

6. Parks Commission – The region in which the seasonal employee’s official duty station is located.

TENTATIVE AGREEMENT REACHED

For the Employer:
Scott Lyders, OFM
Labor Negotiator

For the Union:
Leanne Kunze
WFSE/AFSME Council 28
Executive Director

Date 9/17
ARTICLE 42
COMPENSATION

42.1 General Service Pay Range Assignments

A. Effective July 1, 2019, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule it was assigned on June 30, 2019.

B. Effective July 1, 2019, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule they were assigned on June 30, 2019.

C. Effective July 1, 2021, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

D. Effective July 1, 2021, all ranges and steps of the General Service Salary Schedule effective July 1, 2019 through June 20, 2021 will remain in effect until June 30, 2023 will be increased by three percent (3.0%), as shown in Appendix E. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2019.

E. Effective July 1, 2020, all salary ranges and steps of the General Service Salary Schedule will be increased by three percent (3.0%), as shown in Appendix F. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2020.

F. Fourteen Dollars an Hour Minimum Wage

After D. above, effective July 1, 2019, salary ranges twenty-seven (27) through twenty-nine (29) of the General Service Salary Schedule will be eliminated and step A of salary range 30 will be increased to fourteen dollars ($14.00) per hour. Employees at salary ranges 29 and below will be assigned to a
step in the new range 30 that is nearest to their new salary as of July 1, 2019
as shown in Appendix G.

G. Compression and Inversion Adjustments for Fourteen Dollars an Hour

Minimum Wage

After D. above, effective July 1, 2019, impacted job classifications will be increased to a higher salary range due to compression or inversion. Appendix H identifies the impacted job classifications and the salary range for which they will be assigned. Employees will be assigned to a step in their new range that is nearest to their new salary as of July 1, 2019.

H. D. Minimum Wages Determined by Local Ordinances

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

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

J. E. Longevity Increase

All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.

K. F. All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted in accordance with the state minimum wage act.
42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or Inversion – Inequities

A. Effective July 1, 2019, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “GS1” Salary Schedule it was assigned on June 30, 2019.

B. Effective July 1, 2019, each employee will continue to be assigned to the same range and step of the “GS1” Salary Schedule they were assigned on June 30, 2019.

C. Effective July 1, 2019, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

D. Effective July 1, 2019, all ranges and steps of the “GS1” Salary Schedule will be increased by three percent (3.0%), remain in effect until June 30, 2023 as shown in Appendix I. This salary increase is based on the “GS1” Salary Schedule in effect on June 30, 2019.

E. Effective July 1, 2020, all ranges and steps of the “GS1” Salary Schedule will be increased by three percent (3.0%), as shown in Appendix J. This salary increase is based on the “GS1” Salary Schedule in effect on June 30, 2020.

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

G. Longevity Increase

All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.
**42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or Inversion -- Inequities**

A. Effective July 1, 2019, each classification represented by the Union will continue to be assigned to the same step of the “N1” Range Salary Schedule that they were assigned on June 30, 2019.

B. Effective July 1, 2019, each employee will continue to be assigned to the same range and step of the “N1” salary schedule they were assigned on June 30, 2019.

C. Effective July 1, 2019, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

D. Effective July 1, 2021, all salary ranges and steps of the “N1” Salary Schedule will be increased by three percent (3.0%), remain in effect until June 30, 2023 as shown in Appendix K. This salary increase is based on the “N1” Salary Schedule in effect on June 30, 2019.

E. Effective July 1, 2020, all salary ranges and steps of the “N1” Salary Schedule will be increased by three percent (3.0%), as shown in Appendix L. This salary increase is based on the “N1” Salary Schedule in effect on June 30, 2020.

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

G. Step U

Step U will be designated as twenty-six (26) years of experience and employees will advance to step U in accordance with Section 42.8, Periodic Increases.
42.4 “CC” Pay Range Assignments

A. Effective July 1, 2019, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “CC” Range Salary Schedule it was assigned on June 30, 2019.

B. Effective July 1, 2019, each employee will continue to be assigned to the same range and step of the “CC” Range Salary Schedule that they were assigned on June 30, 2019.

C. Effective July 1, 2019, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned.

CD. Effective July 1, 2019, all salary ranges and steps of the “CC” Range Salary Schedule will be increased by three percent (3.0%), remain in effect until June 30, 2023 as shown in Appendix M. This salary increase is based on the “CC” Range Salary Schedule in effect on June 30, 2019.

E. Effective July 1, 2020, all salary ranges and steps of the “CC” Salary Schedule will be increased by three (3.0%), as shown in Appendix N. This salary increase is based on the “CC” Salary Schedule in effect on June 30, 2020.

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

GD. Longevity Increase

All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.

42.5 “IT” Professional Structure Pay Range Assignments

A. Effective July 1, 2019, a new “IT” Salary Schedule will be established.
B. Effective July 1, 2019, Appendix T identifies the salary range and classification assignment.

C. Effective July 1, 2019, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by three percent (3.0%), remain in effect until June 30, 2023 as shown in Appendix U.

D. Effective July 1, 2020, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by three (3.0%), as shown in Appendix V. This salary increase is based on the “IT” Salary Schedule in effect on June 30, 2020.

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

42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities

Effective July 1, 2019, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendix S identifies the impacted job classifications, the effective dates and the salary range for which they will be assigned.

42.7 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-
promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

C. In an emergent situation in the absence of an Attendant Counselor 2 or Attendant Counselor 3, when an Attendant Counselor 1 performs the duties of a shift charge, they will be compensated as an Attendant Counselor 2 relief shift charge for that shift.

D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for filling behind an Attendant Counselor 3 in the event of absences, exclusive of annual leave, for fifteen (15) workdays in a calendar month. Payment at the Attendant Counselor 3 rate will begin on the 16th day of the Attendant Counselor 3 absence.

E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the Psychiatric Security Attendant (PSA) rate of pay when working in a PSA post, unless it was the result of a shift exchange in accordance with Article 6.17. Employees compensated in accordance with this section will be paid at the same step in the PSA salary that they are currently assigned to at the MHT salary range.

F. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades
The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.

**42.8 Establishing Salaries for New Employees and New Classifications**

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Sections 42.1, 42.2, 42.3 and 42.4, above.

A. The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant, certified (PA-C) will be governed by the “N1” Range Salary Schedule.

B. An employee’s experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an “N1” range:

1. RN and PA-C experience will be credited year for year.

2. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

**42.9 Periodic Increases**

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

A. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
B. Employees who are hired at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee’s periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

C. Employees who are hired above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee’s periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

D. Employees governed by the “N1” range salary schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.

E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with Subsections 42.9 A through C.

F. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

G. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades

The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.
42.10 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections 42.9 A and B, when an employee’s promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurses or Physicians Assistants

1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physicians assistant, certified (PA-C) (“N” ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay range “N” will advance to the step in the new range, as shown in the “N1” Range Salary Schedule, as described in Section 42.3, which represents the greater of (a), (b) or (c) below.
a. Placement on the step which coincides with the employee’s total length of experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN). Experience will be credited as follows:

i. RN and PA-C experience will be credited year for year.

ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA-C experience, for a maximum credit of five (5) years.

Or

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

Or

c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class:
42. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee’s former class;

ii. When the employee is promoted over an intervening class in the same class series;

iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion; or

iv. When an employee’s promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

42.11 Salary Adjustments

The Employer may increase an employee’s step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than step M of the range.

42.12 Demotion

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

42.13 Transfer

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

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

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

42.16 Elevation
Elevation is defined as restoring an employee to the higher classification, with
permanent status, which was held prior to being granted a demotion or to a class
that is between the current class and the class from which the employee was
demoted. Upon elevation, an employee’s salary will be determined in the same
manner that is provided for promotion in Section 42.9.

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

42.18 Callback
A. Work Preceding or Following a Scheduled Work Shift
Overtime-eligible employees will be notified prior to their scheduled
quitting time either to return to work after departing the worksite or to
change the starting time of their next scheduled work shift.
1. Lack of notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.

2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Section.

These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

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

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

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

These provisions will apply to employees on paid leave status.

C. When an overtime-eligible employee volunteers to work on a scheduled day off, the employee is not entitled to callback under 42.17 B.
D. An employee who is receiving standby pay is not entitled to callback pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.

E. Emergency Schedule Changes – Departments of Agriculture and Transportation
If the Employer makes an emergency schedule change as defined in Article 6, Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.19 Shift Premium
A. For purposes of this Section, the following definitions apply:

1. “Evening shift” is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

2. “Night shift” is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. A basic shift premium of one dollar ($1.00) per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift employees are entitled to shift premium when the employee’s regular or temporary scheduled work includes hours after 6:00 pm and before 6:00 am where no overtime, schedule change pay, or callback compensation is received. Shift premium for day shift employees is paid only for hours worked after 6:00 pm and before 6:00 am.
3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:

1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined above in Subsection 42.19 B.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection 42.18 C were applied.

E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the “regular rate.”

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

42.20 Shift Premium for Registered Nurses and Related Classes

Registered Nurses 1 through 4 and related job classes requiring licensure as a registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security Nurses will receive one dollar and fifty cents ($1.50) per hour shift differential for evening shift and night shift work.
42.21 King County Premium Pay

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

42.22 Supplemental Shift Premium for Nurses

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

A. One dollar ($1.00) per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. Three dollars ($3.00) per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

42.23 Split Shift

When an employee’s assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee, except for registered nurses and related classes, will receive the shift premium rate designated in Subsection 42.19 B for all hours worked. Registered nurses and related classes will receive the premium rate set forth in Section 42.20 for all hours worked. The provisions of Subsections 42.19 D, E and F will apply to employees working split shifts.
42.24 Standby

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

1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee’s home or other specific location, but not a work site away from home. When the standby location is the employee’s home, and the home is on the same state property where the employee works, the home is not considered a work site.

2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.

B. Standby status will not be concurrent with work time.

C. When the nature of a work assignment confines an employee during off-duty hours and that confinement is a normal condition of work in the employee’s position, standby compensation is not required merely because the employee is confined.

D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

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

F. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.
G. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

42.25 Relocation Compensation

A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment, or

2. When it is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.26 Labor & Industries Risk Class 7200/7201

Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of each year will receive a payment of two hundred and fifty ($250.00) dollars. This payment will be treated as wages.

42.27 Salary Overpayment Recovery

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

1. The amount of the overpayment,

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

B. Method of Payback

1. The employee must choose one 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 agency. 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 agency and employee can agree to an amount that is more than the five percent (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 29, Grievance Procedure, of this Agreement.
42.28 Assignment Pay/Special Pay Provisions

A. Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. Classes approved for assignment pay are identified in Appendix O.

B. Special Pay Ranges

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

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices O and P of this Agreement.

42.29 Dependent Care Salary Reduction Plan

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

42.30 Pre-tax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.
42.31 Medical/Dental Expense Account

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

42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 29, Grievance Procedure.

42.33 Special Commitment Center (DSHS)

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

42.34 Fire Duty Compensation – Department of Social and Health Services (DSHS) and Department of Children, Youth, and Families (DCYF)

DSHS and DCYF employees sent to forest fire camps in charge of inmate or resident fire fighters for a period of twenty-four (24) hours or more will be on “extended duty assignment.” Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire, until they are released from duty, including travel time for return to their non-fire duty station.

A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, plus up to three (3) hours for meals, provided that:
1. The employee has no responsibility during time deducted for meal periods.

2. The time deducted for sleep includes a period of five (5) continuous hours which are not interrupted by a call to work.

B. Employees will not be entitled to receive callback pay for any work performed during the hours of an extended duty assignment or the transition back to their regular work schedule.

C. While on extended duty assignment, the employee’s workweek will remain the same. However, an employee’s assigned work hours while on extended duty assignment may be different from their regularly assigned work hours. Work schedules for employees on extended duty assignment will be determined after camp has been set up.

D. If an employee is directed to perform duties which extend beyond their assigned work hours, as determined in Subsection 42.29 C above, they will be compensated at the overtime rate. If an employee is directed to return to duty without having had five (5) continuous hours off duty, the employee will be compensated at the overtime rate for all off-duty hours, in addition to the number of hours worked, until they are relieved from duty for five (5) consecutive hours. If an employee is directed to return to work after being off duty for five (5) consecutive hours but prior to their assigned shift, they will be compensated at the overtime rate for actual hours worked during the off-duty hours.

E. There is no eligibility for standby pay during an extended duty assignment.

F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.
42.35 Fire Duty Compensation – Department of Natural Resources (DNR)

A. Compensation for Typical Fire Suppression Duties and/or Participating in the DNR Fire Training Academy Implementation:

DNR employees performing fire suppression duties as defined in RCW 76.04.005(22), or other emergency duties, or participating in the DNR Fire Training Academy implementation, when they are working under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus two dollars [$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.

2. Two dollars ($2.00) * is added to an employee’s regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours. The provisions of this section do not apply to the DNR Fire Training Academy.

3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.

*Note: If any other labor organization negotiates an amount greater than two dollars ($2.00), then this amount will be increased to equal the greater amount.

B. Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor
Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the agency meets its obligation.

C. “Wild Fire Suppression and Other Emergency Duties,” Appendix Q, provides direction on the non-compensation elements of fire duty.

### 42.36 Spill Response Team – Department of Ecology

A. In addition to the compensation described in Article 7, Overtime, employees on spill response duty will be compensated as follows:

1. Employees will be in only one (1) pay status at a time. Employees cannot accrue standby pay and pay for time worked.

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Subsection 42.22 D above, for all hours in standby status.

B. Employees responding to a spill will be paid at a rate of one and one-half (1-1/2) times the employee’s hourly salary (including the assignment pay) for time worked outside their normal work hours. “Responding to a spill” includes receiving phone calls and any required follow-up activities, field
response, and any other activities as identified in the Spill Response Operations Manual.

C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive assignment pay per Section 42.25, above. Employees not permanently assigned to the Emergency Response Team (after-hours responders) but who are designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive two dollars and forty-four cents ($2.44) per hour for each hour on duty in the assigned duty week that is outside of normal work hours as described in the Spill Response Operations Manual.

42.37 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in Sections 42.30, 42.31, and 42.32 above, performing emergency/disaster duties when working full-time under a Level 2 or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.

B. For those hours worked during the activation, one dollar ($1.00) is added to an employee’s regular rate in lieu of shift differential, split shift differential, and/or schedule change compensation.

C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However,
employees’ assigned work hours may be different from their regularly assigned work hours.

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

**TENTATIVE AGREEMENT REACHED**

For the Employer:

<table>
<thead>
<tr>
<th>Scott Lyders, OFM</th>
<th>Date</th>
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<tbody>
<tr>
<td>Labor Negotiator</td>
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For the Union:

<table>
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<th>Leanne Kunze</th>
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<tr>
<td>Executive Director</td>
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ARTICLE 43

HEALTH CARE BENEFITS AMOUNTS

43.1 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. Article 43.1 (B) will expire June 30, 2023.

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

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

43.3 Wellness

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

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar ($25) 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.

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

A. During January 2020-2022 and again in January 2021-2023, the Employer will make available two hundred fifty dollars ($250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 43.5 B below.

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

1. Is occupying a position that has an annual full-time equivalent base salary of fifty thousand four dollars ($50,004) 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 (2088).

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.

E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods of ensuring eligible employees understand and are able to access information regarding the FSA benefit, including exploring ways for employees to access information in preferred languages.

For the State: For the Union:

08/26/2020 08/26/2020
Diane Lutz, Lead Negotiator Leanne Kunze, Executive Director
OFM/SHR/Labor Relations WFSE AFSCME Council 28
**ARTICLE 53**

**DISTRIBUTION OF AGREEMENT**

53.1 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. Each agency will post the Agreement electronically on the agency’s intranet after it is posted by OFM. The Employer will provide all employees with a 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.

53.2 Distribution of Printed Agreements for 24/7 Operations

The Employer and the Union will share the cost of printing this Agreement, including Braille and large-print copies. Printed Agreements (excluding Braille) will not include salary schedules and The Agreement will be printed by union printers, on recycled paper and carry a union label. The Employer will provide all current and new employees with one (1) copy of the Agreement.

Tentative Agreement:

For Employer:  

For Union:  

____________________  

____________________
ARTICLE 54
TERM OF AGREEMENT

54.1 All provisions of this Agreement will become effective July 1, 2019\textsuperscript{2021}, and will remain in full force and effect through June 30, 2024\textsuperscript{2023}; 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.

54.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020\textsuperscript{2022} and no later than January 31, 2024\textsuperscript{2022}. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

Date Date
9/17/20
Executive Director
**APPENDIX A**

**BARGAINING UNITS REPRESENTED BY THE**

**WASHINGTON FEDERATION OF STATE EMPLOYEES**

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APPENDIX B

JOB CLASSES WITHIN AN AGENCY WITH INHERIT NEED FOR FLEXIBILITY,
IN ACCORDANCE WITH ARTICLE 6.2 A.2

1. Board of Industrial Insurance Appeals
   IT Support Technician 2
2. Center for Childhood Deafness and Hearing Loss
   Information Technology Specialist 3
   Maintenance Mechanic 2
3. Department of Agriculture
   Agricultural Technologist
   Brand Inspector 1 and 2
   Grain Inspector 1
   Grain Inspector 3
   Grain Inspector Supervisor
   Grain Sampler/Weigher
   Livestock Investigator
   Pest Biologist 1 and 2
   Plant Services Specialist 1 and 2
   Weights and Measures Inspector 1 and 2
   Weights and Measures Supervisor
4. Department of Children, Youth, and Families
   Juvenile Rehabilitation Coordinator (excluding Institutions)
   Juvenile Rehabilitation Security Manager
   Juvenile Rehabilitation Supervisor
   Social Service Specialist 3
   Social and Health Program Consultant 1 and 2
   Social Service Training Specialist
5. Department of Commerce
   Commerce Specialists 1 and 2
6. Department of Corrections
   Corrections Specialist 4
   Community Corrections Officer 1, 2 and 3

It was discovered during proofing that the existing CBA refers to 6.2 A.2 when it is supposed to be a reference to 6.3 A.2

Discovered during proofing that the "4" was likely added as "housekeeping" by the employer when it is NOT; it is a completely different job class that was NOT negotiated to be included in this Appendix, and the those in this job class DO NOT want to be added to this Appendix. The "4" is struck.
Corrections and Custody Officer 3 (Work Release only)
Corrections and Custody Officer 2 and 3 (Transport officers and Community Work Crew officers only)

7. **Department of Ecology**

- Community Outreach & Environmental Education Specialist 1, 2, 3, and 4
- Environmental Planner 1, 2, 3, 4 and 5
- Environmental Specialist 1, 2, 3, 4, and 5
- Information Technology Specialist 1, 2, 3, 4, and 5
- Management Analyst 3, 4, and 5
- Marine Transportation Safety Specialist 2 and 3
- Natural Resource Scientist 1, 2, 3, and 4

8. **Department of Fish and Wildlife**

- Carpenter
- Construction and Maintenance Project Supervisor
- Construction Project Coordinator 1, 2, and 3
- Control Technician, Lead
- Customer Service Specialist 2
- Electrician
- Electronics Technician
- Equipment Operator 2
- Equipment Technician 1, 2, and 3
- Land Surveyor 2 and 3
- Maintenance Mechanic 1, 2, and 3
- Utility Worker 1, 2, 3, and 4
- Welder/Fabricator

9. **Department of Health**

- Health Care Investigator 1, 2, and 3
- Investigator 3 and 4
- Pharmacist Investigator

10. **Department of Labor and Industries**

- Apprenticeship Consultant 2 and 3
Industrial Hygienist 2, 3 and 4
Industrial Relations Agent 2, 3, and 4
Investigator 2 and 3
Safety and Health Inspector 1, 2, 3 and 4

11. Department of Social and Health Services
   Attendant Counselor Manager
   Community Worker
   Developmental Disabilities Case/Resource Manager
   Developmental Disabilities Outstation Manager
   Food Manager 1
   Forensic Therapists
   Investigator 1 and 2
   Long Term Care Surveyor
   Program Specialist 3 (ESA/CSD Mobile CSO)
   Quality Control Specialist
   Residential Services Coordinator
   Security Guard 3
   Social Service Specialist 3
   Social Service Training Specialist

12. Employment Security Department
   Information Technology Specialist 2, 3 and 4

13. Horse Racing Commission
   Investigator 1, 2 and 3
   Racing Official 1 and 2

14. Military Department
   Emergency Management Program Specialist 1 and 2
   Information Technology Specialist 2 and 3

15. Office of the Insurance Commissioner
   Financial Examiner 1

16. Office of Minority and Women’s Business Enterprises
1  Management Analyst 4
2   17.  Recreation and Conservation Office
3       Information Technology Specialist 2
4  18.  Utilities and Transportation Commission
5       Transportation Engineer 3 (Federal Rail Inspectors)
6       Rail Carrier Compliance Specialist (State Rail Inspectors)
7       Investigator 3 (Motor Carrier Inspectors)
8       Energy/Utilities Engineer 3 (Pipeline Inspectors)
9   19.  Washington State Historical Society
10      Preservation and Museum Specialist 1
11      Preservation and Museum Specialist 2
12      Preservation and Museum Specialist 3
13      Preservation and Museum Specialist 4
14      Program Coordinator
15      Maintenance Custodian
16      Information Technology Specialist 2
17  20.  Workforce Training and Education Coordinating Board
18      Information Technology Specialist 2
APPENDIX C
LAYOFF UNITS

1. Arts Commission
The agency is designated as the single layoff unit.

2. Board of Industrial Insurance Appeals
The agency is designated as the single layoff unit.

3. Center for Childhood Deafness and Hearing Loss
The agency is designated as the single layoff unit.

4. Criminal Justice Training Commission
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

5. Department of Agriculture
Each of the following constitutes a separate layoff unit.

COMMODITY INSPECTION DIVISION

1. Grain Inspection Program
The layoff unit will first be each of the grain offices with the exception of the Kalama/Longview grain offices. Due to the close proximity, the Kalama/Longview grain offices will constitute a single layoff unit. If no options are available, the layoff unit will expand to statewide.

2. Fruit and Vegetable Inspection
Each of the Fruit and Vegetable Inspection Districts will constitute a separate layoff unit within the program.

3. Seed Program
The Seed Program will constitute a single layoff unit.

**PLANT PROTECTION DIVISION**

1. **Pest Program**  
The Pest Program will constitute a single layoff unit.

2. **Plant Services Program**  
The Plant Services Program will constitute a single layoff unit.

3. **Commission Merchants and Weights and Measures Programs**  
These programs together will constitute a single layoff unit.

**ANIMAL SERVICES DIVISION**

1. **Brand Program**  
The Brand Program will constitute a single layoff unit.

6. **Department of Children, Youth, and Families**  
The DCYF layoff units shall be as described below:

   A. Excluding institutions, County of the official duty station

   B. If no option is available within the county layoff unit, the unit expands to a specified county grouping layoff unit as defined in the table below. (Note: if your official duty station is in the county in Column A, your layoff unit at this step will include the county in Column A and the counties in Column B).

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
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</tr>
<tr>
<td>Column A</td>
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</tr>
<tr>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Benton</td>
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</tr>
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C. If no option is available within the specified county grouping layoff unit as defined above, then the unit expands to a regional layoff unit. The regional layoff unit is determined by the county of the employee’s official duty station. For example, if the employee’s official duty station is in Pierce County, the regional layoff unit is Region 5.

D. If no option is available within the Regional Layoff unit above, the department statewide will be considered the layoff unit.

For institutions only: the institution in which the employee works will be the primary layoff unit. If not option is available within the institution proceed through subsection A-D above.

7. **Department of Commerce**

Layoff units will be by order as follows:

A. **Division by County**

   The employee’s division within the county in which the permanent workstation is located.

B. **County Only**
If no option is available within the division/county layoff unit, the entire agency within the county in which the employee’s permanent workstation is located will be considered the layoff unit.

C. Entire Division/Statewide
If no option is available within the county layoff unit, the employee’s division throughout the entire state will be considered the layoff unit.

D. Entire Agency
If no option is available within the division/statewide layoff unit, the entire department statewide will be considered the layoff unit.

8. Department of Corrections
Layoff units will be by order as follows.

A. County
The county in which the employee’s permanent workstation is located.

B. Neighboring County Group
If no option is available within the county layoff unit, the unit expands to a neighboring county group layoff unit as defined in the table below. Neighboring counties are adjoining counties that share a land border or are connected by a bridge. (Note: If your permanent workstation is in the county in Column A, your layoff unit at this step will include the counties in Column B).

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<tr>
<td>Yakima</td>
<td>Benton; Grant; Kittitas; Klickitat</td>
</tr>
</tbody>
</table>

C. **Statewide**

If no option is available within the neighboring county group layoff unit, the department statewide will be considered the layoff unit.

9. **Department of Ecology**

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

10. **Department of Fish and Wildlife**

The following will constitute separate layoff units.

A. All classified support staff.

B. Programs headed by an Assistant Director, except all classified support staff.

C. Director’s office, except all classified support staff.
In each layoff unit the first option will be within the county of the position’s official duty station. If there are no options in the county, the search expands to the bordering counties within the layoff unit. If there are no options in the bordering counties, the search expands to statewide within the layoff unit. If no option is available in the state within the layoff unit, the unit expands to the department statewide.

11. **Department of Enterprise Services**
   A. **Western Washington Region**
      The layoff unit will first be the county in which the employee’s permanent workstation is located. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

   B. **Eastern Washington Region**
      The layoff unit will first be the county in which the employee’s permanent workstation is located. If there are no options in the county the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

12. **Department of Health**
    The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

13. **Consolidated Technology Services**
    The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

14. **Department of Labor and Industries**
    The county in which an employee’s workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the bordering counties, and then the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.
15. **Department of Licensing**

The department is separated into six (6) layoff units. These layoff units are described as follows.

A. 1. **Layoff Unit 1**
    Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties.
    *(Western Washington region)*

    2. **Layoff Unit 2**
    King County. *(Western Washington region)*

    3. **Layoff Unit 3**
    Pierce and Kitsap Counties. *(Western Washington Region)*

    4. **Layoff Unit 4**
    Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat (White Salmon only), Skamania and Grays Harbor Counties. *(Western Washington Region)*

    5. **Layoff Unit 5**
    Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and Chelan Counties. *(Eastern Washington Region)*

    6. **Layoff Unit 6**
    Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin, Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties. *(Eastern Washington Region)*

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

If there are no options available in the applicable region, the layoff unit shall be statewide.
16. **Department of Natural Resources**

A. **For All Employees except Seasonal Career Employees the Layoff Units are:**
   1. For positions located in the Natural Resources Building (NRB), the layoff unit will first be within the NRB, and if no options are available, then to the department statewide.
   2. For positions located in a region, the layoff unit will first be within the region in which the position is located, and if no options are available, then to the department statewide.

B. **For Seasonal Career Employees, the Layoff Units are:**
   1. The district within which the position is assigned; or
   2. The region excluding district positions, if the position is assigned to a region but does not report to a district; or
   3. The division if the position is assigned to a division

17. **Department of Social and Health Services**

A. **Excluding Institutions:** The county in which an employee’s workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the county group. If no option is available in the county group, the unit expands to the region. If there is no option available within the region, the unit expands to the department statewide.

B. **For institutions only:** The institution in which the employee works will be the primary layoff unit. If no option is available within the institution layoff unit, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the county group. If no option is available in the county group, the unit expands to the region. If no option is available within the region, the unit expands to the department statewide. Within the Developmental Disabilities Administration institutions, State
Operated Living Facilities (SOLA) will be considered part of the institution layoff unit for the purpose of identifying layoff options.

C. County Group:

Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima.

Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

Group 4: King

Group 5: Kitsap, and Pierce.


18. Department of Transportation

Layoff units are as follows.

A. Headquarters Layoff Unit

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

B. Right of Way Layoff Units

Employees will be offered available layoff options, first within the employee's local layoff unit. The local layoff units are the Transportation Building and the region Real Estate Services Offices, where the employee's permanent duty station is located. Local layoff units will not cross layoff unit boundaries. If the employee has no option within the local layoff unit to remain at his/her present class or at the next lower class in which the
employee has permanent status, the employee's layoff unit will expand to include all bargaining unit positions within the Department.

C. Eastern Region, North Central Region, Olympic Region, South Central Region and Southwest Region Layoff Units
The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area within which the employee’s official duty station is located.

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

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

D. Northwest Area Layoff Units
The Northwest Area layoff unit includes all employees and positions in the Northwest Region, Planning and Policy office, Aviation Division, Washington State Ferries, and out-stationed Headquarters employees and positions.

1. Maintenance Employees
   The local layoff unit for Maintenance employees includes all positions (including out-stationed Headquarters positions) located in the Maintenance Area where the employee’s official duty station is located.

2. Northwest Region Employees
   The local layoff unit for NW Region employees whose official duty station is located in King, Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed HQ positions) located in the county within which
the employee’s official duty station is located. This layoff unit does not include positions assigned to the Washington State Ferries.

3. **Aviation Division Employees**
   The local layoff unit for Aviation Division employees includes all positions (including out-stationed HQ positions) assigned to the division.

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

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

19. **Department of Veterans Affairs**
   The following will constitute the layoff units for the department.

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

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

20. **Employment Security Department**
   A. County of the official duty station
Add placeholder for new AGO bargaining unit.

B. If no option is available within the county layoff unit, the unit expands to a specified county grouping layoff unit as defined in the table below. (Note: If your official duty station is in the county in Column A, your layoff unit at this step will include the county in Column A and the counties in Column B).

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
<td>Asotin</td>
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</tr>
<tr>
<td>Benton</td>
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</tr>
<tr>
<td>Chelan</td>
<td>Kittitas, Grant, Douglas</td>
</tr>
<tr>
<td>Clallam</td>
<td>Jefferson, Kitsap</td>
</tr>
<tr>
<td>Clark</td>
<td>Cowlitz, Skamania</td>
</tr>
<tr>
<td>Columbia</td>
<td>Franklin, Garfield, Walla Walla, Whitman</td>
</tr>
<tr>
<td>Cowlitz</td>
<td>Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum</td>
</tr>
<tr>
<td>Douglas</td>
<td>Chelan, Grant, Kittitas, Okanogan</td>
</tr>
<tr>
<td>Ferry</td>
<td>Lincoln, Okanogan, Stevens</td>
</tr>
<tr>
<td>Franklin</td>
<td>Adams, Benton, Grant, Walla Walla</td>
</tr>
<tr>
<td>Garfield</td>
<td>Asotin, Columbia, Whitman</td>
</tr>
<tr>
<td>Grant</td>
<td>Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln</td>
</tr>
<tr>
<td>Grays Harbor</td>
<td>Lewis, Mason, Pacific, Thurston</td>
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<tr>
<td>Island</td>
<td>Jefferson, Skagit, Snohomish, Whatcom</td>
</tr>
<tr>
<td>Jefferson</td>
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<td>Lewis</td>
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</tr>
<tr>
<td>Lincoln</td>
<td>Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman</td>
</tr>
<tr>
<td>Column A</td>
<td>Column B</td>
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<td>----------</td>
<td>----------</td>
</tr>
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<td>Mason</td>
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<tr>
<td>Okanogan</td>
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<tr>
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<td>Pend Oreille</td>
<td>Spokane, Stevens</td>
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<tr>
<td>Pierce</td>
<td>King, Kitsap, Lewis, Mason, Thurston</td>
</tr>
<tr>
<td>San Juan</td>
<td>Clallam, Island, Skagit, Whatcom</td>
</tr>
<tr>
<td>Skagit</td>
<td>Island, Snohomish, Whatcom</td>
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<td>Cowlitz, Lewis, Pacific</td>
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<td>Island, Skagit, Snohomish</td>
</tr>
<tr>
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<td>Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla</td>
</tr>
<tr>
<td>Yakima</td>
<td>Benton, Kittitas, Klickitat</td>
</tr>
</tbody>
</table>

C. If no option is available within the specified county grouping layoff unit as defined in Subsection 2.B above, then the unit expands to a regional layoff unit as defined below. The regional layoff unit is determined by the county of the employee’s official duty station. For example, if the employee’s official duty station is in Pierce County, the regional layoff unit is Unit A.

1. Regional Layoff Unit A includes: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom
2. Regional Layoff Unit B includes: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima

D. If no option is available within the Regional Layoff unit as defined in Subsection 2.C. above, the department statewide will be considered the layoff unit.

21. **Health Care Authority**
The layoff unit will first be to the county in which the position is located, and if no options are available, then to the department statewide.

22. **Horse Racing Commission**
A single statewide layoff unit.

23. **Human Rights Commission**
The agency is designated as the single layoff unit.

24. **Liquor and Cannabis Board**
The layoff unit shall first be within a forty-five (45) mile radius of an employee’s duty station. If no options are available within a forty-five (45) mile radius, the unit expands to the region the position is located in. If there are not options within the region the position is located in, then the unit expands to the agency statewide.

25. **Military Department**
The agency is designated as the single layoff unit.

26. **Office of the Insurance Commissioner**
The layoff unit for general service employees is an expanding layoff unit.

A. For employees in Western Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western
Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

B. For employees in Eastern Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

27. Office of Minority and Women’s Business Enterprises
The agency is designated as the single layoff unit.

28. Parks and Recreation Commission
The agency is designated as the single layoff unit.

29. Recreation & Conservation Office
The agency is designated as the single layoff unit.

30. School for the Blind
The agency is designated as the single layoff unit.

31. Secretary of State
The layoff unit for general service employees is an expanding layoff unit.

A. For employees in Western Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

B. For employees in Eastern Washington, the county of the official worksite is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.
32. **Services for the Blind**
The agency is designated as the single layoff unit.

33. **Utilities and Transportation Commission**
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

34. **Washington State Historical Society**
The agency is designated as the single layoff unit.

35. **Washington State Lottery**
The layoff unit will first be the region in which the position is located, and if no options are available, then to the department statewide.

36. **Washington State Patrol**
The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

37. **Workforce Training and Education Coordinating Board**
The agency is designated as the single layoff unit.
APPENDIX G

TELEWORK

Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.

Definition
Telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.

Position Eligibility
The Employer reserves the right to determine if a position’s duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position’s eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day.

Telework Requests and Agreements
An employee may submit a written request to their Employer for approval to telework in accordance with agency policy and the Employer will provide a written response. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's policies and operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees may appeal a denied request through their Appointing Authority. A telework agreement shall not change an employee’s duty station. Employees living in a county with a cost-of-living adjustment shall not receive the adjustment unless their duty station is located in that county. Approved telework plans shall terminate upon transfer to a new division or work unit.
Transferring employees wishing to continue telework must submit a new request. The telework agreement, and any modifications, must be kept on file at the primary worksite and in the employee’s official personnel file.

**Changes to Existing Telework Agreements**

The Employer reserves the right to reduce, modify or eliminate an employee telework agreement based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. Except for instances where the elimination of a telework agreement is for performance and/or attendance issues, the Employer will address modifications to a telework agreement with the employee a minimum of seven (7) calendar days prior to making those modifications. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

Eligibility, denial, modification or elimination of a telework agreement is not considered a schedule change and is not grievable under Article 29 of the Collective Bargaining Agreement.
Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. The “reference number” indicates the specific conditions for which AP is to be paid.

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

### GROUP A

<table>
<thead>
<tr>
<th>Class Title</th>
<th>Class Code</th>
<th>Premium</th>
<th>Reference#</th>
</tr>
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<tbody>
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<td>Construction &amp; Maintenance Project Specialist</td>
<td>627E</td>
<td>$10.00/hour</td>
<td>3</td>
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<tr>
<td>Construction &amp; Maintenance Project Lead</td>
<td>627F</td>
<td>See References</td>
<td>3, 39</td>
</tr>
<tr>
<td>Construction &amp; Maintenance Project Supervisor</td>
<td>627G</td>
<td>See References</td>
<td>3, 39</td>
</tr>
<tr>
<td>Custodian 1</td>
<td>378I</td>
<td>5 percent</td>
<td>9</td>
</tr>
<tr>
<td>Custodian 2</td>
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</tr>
<tr>
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<td>51</td>
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<tr>
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<tr>
<td>Ferry Operator Assistant</td>
<td>653P</td>
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<td>Industrial Hygienist 2</td>
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<td>56</td>
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<tr>
<td>Industrial Hygienist 3</td>
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<td>56</td>
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<tr>
<td>Industrial Hygienist 4</td>
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<td>Highway Maintenance Worker 3</td>
<td>596S</td>
<td>See References</td>
<td>5, 14, 16, 21, 22</td>
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<td>597N</td>
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<td>Maintenance Mechanic 1</td>
<td>626J</td>
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<td>14</td>
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<tr>
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<td>626K</td>
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<td>Maintenance Mechanic 3</td>
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<td>Bridge Maintenance Specialist 3</td>
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<tr>
<td>Park Ranger 2</td>
<td>389B</td>
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<tr>
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<tr>
<td>Warehouse Operator 1</td>
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## GROUP B

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<th>Reference#</th>
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<tbody>
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<tr>
<td>Certified Instructors (DCYF, DFW, DSHS, LCB, Parks)</td>
<td>$10.00/hour</td>
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<tr>
<td>Certified Instructors (DOC)</td>
<td>$15.00/hour</td>
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<td>Specialty Teams (DOC)</td>
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<tr>
<td>Clerical Crime Lab Support (WSP)</td>
<td>5 percent</td>
<td>25</td>
</tr>
<tr>
<td>CSR Team and SIR Team (WSP)</td>
<td>3 percent</td>
<td>27</td>
</tr>
<tr>
<td>Designated Corridors, Night Shift (DOT)</td>
<td>$2.00/hour</td>
<td>49</td>
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<tr>
<td>Driving Fish Hauling Trucks (DFW)</td>
<td>10 percent</td>
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<td>Dual Language Requirement</td>
<td>5 percent</td>
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<tr>
<td>Enhanced Drivers License (DOL)</td>
<td>10 percent</td>
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<td>Emergency Spill Response Team (ECY)</td>
<td>See Reference</td>
<td>24</td>
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<tr>
<td>Illegal Encampments Right of Way (DOT)</td>
<td>10 percent</td>
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<tr>
<td>Criminal Intelligence and Investigative Analysis (WSP)</td>
<td>5 percent</td>
<td>62</td>
</tr>
<tr>
<td>Patient Resident Supervision (DCYF, DSHS)</td>
<td>5 percent</td>
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<td>Patient Transport (DSHS)</td>
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<td>17</td>
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<td>Pesticide Sprayers (DOT)</td>
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<td>SCUBA Diving/DPIC Requirement</td>
<td>$10.00/hour</td>
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<td>Tree felling duties (DOT)</td>
<td>See Reference</td>
<td>63</td>
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<td>Agency/Class Code</td>
<td>Class Title</td>
<td>Location</td>
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<tr>
<td><strong>Department of Agriculture</strong></td>
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<tr>
<td>567A</td>
<td>Grain Sampler/Weigher</td>
<td>Seattle</td>
</tr>
<tr>
<td>567B</td>
<td>Grain Inspector 1</td>
<td>Seattle</td>
</tr>
<tr>
<td>567C</td>
<td>Grain Inspector 2</td>
<td>Seattle</td>
</tr>
<tr>
<td>567D</td>
<td>Grain Inspector 3</td>
<td>Seattle</td>
</tr>
<tr>
<td>567E</td>
<td>Grain Inspector Supervisor</td>
<td>Seattle</td>
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<td><strong>Department of Children, Youth and Families</strong></td>
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<tr>
<td>355H</td>
<td>Juvenile Rehabilitation Resident Counselor</td>
<td>Lewis Co. and Yakima Co.</td>
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<td>355K</td>
<td>Juvenile Rehabilitation Supervisor</td>
<td>Lewis Co. and Yakima Co.</td>
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<tr>
<td><strong>Department of Social and Health Services</strong></td>
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<tr>
<td>168K</td>
<td>DDS Adjudicator 3</td>
<td>King Co.</td>
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<tr>
<td>168M</td>
<td>DDS Adjudicator 4</td>
<td>King Co.</td>
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<td>168L</td>
<td>DDS Adjudicator 5</td>
<td>King Co.</td>
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<tr>
<td>621F</td>
<td>Plumber/Pipefitter/Steamfitter</td>
<td>Fircrest School</td>
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<td>608F</td>
<td>Electrician</td>
<td>Fircrest School</td>
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<td>592W</td>
<td>Electronics Technician</td>
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<td>602K</td>
<td>Stationary Engineer 2</td>
<td>Fircrest School</td>
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<tr>
<td>602L</td>
<td>Stationary Engineer 3</td>
<td>Fircrest School</td>
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<td>306P</td>
<td>Occupational Therapist 3</td>
<td>Lakeland Village</td>
</tr>
<tr>
<td>306P</td>
<td>Occupational Therapist 3</td>
<td>Pierce Co.</td>
</tr>
<tr>
<td>306R</td>
<td>Occupational Therapist Supervisor</td>
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</tr>
<tr>
<td>301I</td>
<td>Occupational Therapy Assistant 2</td>
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<tr>
<td>306V</td>
<td>Physical Therapist 3</td>
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<td>306R</td>
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<td>Rainier School</td>
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<td>308G</td>
<td>Speech Pathologist/Audiologist 3</td>
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<td>362F</td>
<td>Psychologist - Forensic Evaluator</td>
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<td><strong>Department of Transportation</strong></td>
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<tr>
<td>600J</td>
<td>Equipment Technician 2</td>
<td>Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline,</td>
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<tr>
<td>Agency/Class Code</td>
<td>Class Title</td>
<td>Location</td>
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<tr>
<td>600J</td>
<td>Equipment Technician 2</td>
<td>Enumclaw</td>
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<tr>
<td>600K</td>
<td>Equipment Technician 3</td>
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<tr>
<td>148M</td>
<td>Fiscal Technician 2</td>
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<td>King County</td>
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<tr>
<td>Agency/Class Code</td>
<td>Class Title</td>
<td>Location</td>
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<td>626L</td>
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<td>626M</td>
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<td>598P</td>
<td>Maintenance Operations Assistant Superintendent</td>
<td>Seattle or Shoreline</td>
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<td>Maintenance Specialist 2</td>
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<tr>
<td>Agency/Class Code</td>
<td>Class Title</td>
<td>Location</td>
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<tr>
<td>596I</td>
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<td>Enumclaw</td>
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<td>Maintenance Specialist 3</td>
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<td>596J</td>
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<td>597K</td>
<td>Bridge Maintenance Specialist 3</td>
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<td>Agency/Class Code</td>
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<td>596P</td>
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### GROUP C

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<th>Agency/Class Code</th>
<th>Class Title</th>
<th>Location</th>
<th>Increase</th>
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<tr>
<td>179I</td>
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<td>Northwest Region (except King County)</td>
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<td>179J</td>
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<td>Headquarters, Eastern Region, Olympic Region, Northwest Region (except King County)</td>
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<td>King County</td>
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</tr>
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<td>179L</td>
<td>Property &amp; Acquisition Specialist 4</td>
<td>Headquarters, Eastern Region, Olympic Region</td>
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<td>Property &amp; Acquisition Specialist 5</td>
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<td>179N</td>
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<td>Olympia</td>
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<td>Transportation Engineer 3 (Cadastral)</td>
<td>Urban Corridors Office (Shoreline/King County)</td>
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<td>100V</td>
<td>Secretary Supervisor</td>
<td>Northwest Region outlying Maintenance Offices (Everett, King County)</td>
<td>5 percent</td>
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<td>Agency/Class Code</td>
<td>Class Title</td>
<td>Location</td>
<td>Increase</td>
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<td></td>
<td>Department of Veteran Affairs</td>
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<td>[except Region HQ])</td>
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<tr>
<td>311E</td>
<td>Dietitian 1</td>
<td>Retsil</td>
<td>5 percent</td>
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<td>Washington State Patrol</td>
<td>North Bend</td>
<td>2.5 percent</td>
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REFERENCE #1: Within the Department of Social and Health Services for the supervision, training, and mentoring of individuals with intellectual disabilities, or individuals with symptoms and behaviors related to significant mental illness; or in the Department of Children, Youth, and Families or DSHS for the supervision, training, and mentoring of Juvenile Rehabilitation (JR) institution residents or Department of Corrections offenders residing in JR facilities. Basic salary plus five percent (5%).

REFERENCE #2: For full-time assignment to forklift operations. Basic salary plus ten dollars ($10.00) a month shall be paid to employees in this class.

REFERENCE #3: For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary plus ten dollars ($10.00) per diving or DPIC hour to employees in any class.

REFERENCE #4: For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus five percent (5%).

REFERENCE #5: For assigned operation of highway equipment rated above the employee’s classification. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid for actual operations that continue for at least one (1) hour. Equipment operation that lasts for less than one (1) continuous hour shall not qualify the operator for premium pay. Employees operating this equipment in a bona fide training assignment are not entitled to the higher rate.
REFERENCE #9: For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus two (2) ranges will also be paid to designated working supervisor of floor crew.

REFERENCE #11: For successful completion of the Department of Social and Health Services approved core curriculum which consists of forty-five (45) college quarter credit hours or its equivalent in semester hours and current participation in the development and implementation of assigned aspects of individual resident treatment activities. Basic salary plus five percent (5%).

REFERENCE #12: Employees assigned to operate equipment above this level shall be compensated basic salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the higher rate on each day they operate the higher level equipment.

REFERENCE #14: For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary plus ten percent (10%).

REFERENCE #16: For mixing, record keeping, and application of pesticides by a licensed Department of Transportation spray operator. Basic salary plus the hourly difference between step M of the Highway Maintenance Worker 2 class and step M of the salary range representing a four-range increase over the Highway Maintenance Worker 2 class. Employees who are responsible for actual mixing, record keeping, and spraying of pesticide as documented by completion and signature of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at least one (1) hour. Mixing, record keeping, and application of pesticides that last for less than one (1) hour shall not qualify employees for assignment pay.
REFERENCE #17: Payable to DSHS staff in classification below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%). Payable for the greater of actual operating time or two (2) hours. Applicable only to the Department of Social and Health Services.

REFERENCE #18: Employees in any position whose current assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%).

REFERENCE #20: Basic salary plus ten percent (10%) for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator.

REFERENCE #21: Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

REFERENCE #22: Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck.

REFERENCE #24: Part A - Within the Department of Ecology, basic salary plus ten percent (10%) to designated employees permanently assigned to the Emergency Spill Response Team. Part B - Within the Department of Ecology, two dollars and forty-four cents ($2.44) for each hour on duty in the assigned duty week outside of normal work hours to designated employees not permanently assigned to the Emergency Spill Response Team.
REFERENCE #25: Basic salary plus five percent (5%) for crime lab support staff performing evidence handling activities.

REFERENCE #26: Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for employees with a Class A or Class B Commercial Driver’s License performing the following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis, rounded up to an hour.

REFERENCE #27: Basic salary plus three percent (3%) to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.

REFERENCE #29: Upon review from OFM State Human Resources and negotiations with OFM Labor Relations Section employees in any position located where the cost of living impacts the agency’s ability to recruit and/or retain employees which would severely impair the effective operation of the agency, will be compensated basic salary plus specified percentages as detailed in the Group C listing.

REFERENCE #35: Basic salary plus five percent (5%) for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission.

REFERENCE #36: Basic salary plus ten percent (10%) while performing back flow valve testing.

REFERENCE #37B (WFSE Only): Excluding employees whose assigned duties are classification specific or position specific, within the Washington State Parks and Recreation Commission, Liquor and Cannabis Board, Department of Children, Youth, and Families, and the Department of Social and Health Services, certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or pistol
maintenance, will be compensated at basic salary plus ten dollars ($10.00) per hour for
every hour engaged in giving instruction to or in receiving re-certification training. Pistol
maintenance instructors are eligible for this additional compensation when they are
instructing in a classroom setting, providing one-on-one instruction or repairing at the
firing range.

REFERENCE #39: Construction and Maintenance Project Lead and Construction and
Maintenance Project Supervisor positions assigned to marine crew will be compensated
basic salary plus ten percent (10%) and will be credited with a minimum of four (4) hours
at the higher rate on each day they operate Class C equipment.

REFERENCE #40: Basic salary plus ten percent (10%) will be paid to Department of
Transportation employees in the northwest region permanently assigned to the I-90 tunnel
and are responsible to monitor, maintain, and operate the highly complex and specialized
tunnel systems located only at the I-90 tunnel.

REFERENCE #43: Basic salary plus ten percent (10%) shall be paid to Department of
Licensing employees who have successfully completed the DOL-sponsored Enhanced
Drivers License Training Course and have been qualified and permanently assigned to
denote US Citizenship and issue a Washington State enhanced driver’s license or enhanced
identification card.

REFERENCE #48: Basic salary plus ten percent (10%) will be paid to Department of
Transportation employees when assigned by the employer to work in or removing illegal
encampments within State Right of Way.

REFERENCE #49: Basic salary plus two dollars ($2.00) per hour for Department of
Transportation employees permanently or temporarily assigned to crews that maintain
designated corridors on night shift because heavy congestion on the roadway prevents these
activities from occurring during the day. Employees temporarily assigned to night shift to
perform snow and ice removal do not qualify for the premium.
REFERENCE #50: Within the Department of Corrections (excluding those assigned to the Training and Development Unit and Emergency Operations Unit), certified instructors of defensive tactics, firearms, taser, verbal tactics, and pistol maintenance, will be compensated at basic salary plus fifteen dollars ($15.00) per hour for every hour engaged in giving instruction to or in receiving re-certification training.

REFERENCE #51: Within the Department of Enterprise Services, basic salary plus five percent (5%) for work assigned on and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.

REFERENCE #53: Within the Liquor and Cannabis Board and the Washington State Parks and Recreation Commission, basic salary plus seven and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed by management.

REFERENCE #55: Basic salary plus two and one half percent (2.5%) for Security Guards and Residential Rehabilitation Counselors within the Department of Social and Health Services that are assigned to the Special Commitment Center (SCC) firefighting response team.

REFERENCE #56: Within the Department of Labor and Industries, conditional to serious hazard exposure as defined by RCW 49.17.180(6): Industrial Hygienists and Safety & Health Specialists will be compensated basic salary plus ten percent (10%) for each hour they are required to use personal protective equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous worksite to consult, inspect or investigate where serious hazards are present.

REFERENCE #59: Basic salary plus five percent (5%) shall be paid to trained and qualified employees who are assigned members of the following designated specialty teams: Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate Recovery Team (INT), Crisis Negotiation Team (CNT) and Critical Incident Stress
Management (CISM). Assignment pay under this reference shall be paid on an hour for
hour basis for every hour worked during an authorized team related assignment or training.

REFERENCE #62: Within the Washington State Patrol, basic salary plus five percent
(5%) shall be paid to Northwest High Intensity Drug Trafficking Area employees for
performing criminal intelligence and investigative analysis work. Activities include de-
confliction communications with other government public safety agencies for officer
safety, developing criminal link to associates and family members for known or potential
criminal activities, and interviewing individuals and their attorneys.

REFERENCE #63: For certified Department of Transportation employees in positions
permanently assigned duties that include tree evaluation and felling. Basic salary plus the
hourly difference between step M of the Highway Maintenance Worker 2 class and step M
of the salary representing a four (4) range increase over the Highway Maintenance Worker
2 class for each hour evaluating and/or tree felling trees greater than six (6) inches in
diameter.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM 9/10/20 Leanne Kunze
Labor Negotiator

Scott Lyders, OFM 9/10/20 Leanne Kunze
Labor Negotiator

WFSE/AFSME Council 28
Executive Director
Memorandum of Understanding

Between

State of Washington

And

Washington Federation of State Employees

Regarding

State Budget Savings for 2021-2023 Biennium

The parties agree to address the serious budget shortfall facing Washington State by participating in furloughs. During the term of this MOU some employee performance measures may require review and/or adjustment proportionate to the number of work days spent in furlough. The term “furlough” as used in this MOU shall mean the same as “temporary layoff” as provided for in this Agreement.

1) Furloughs

A. Directed

All represented employees covered by the WFSE general government collective bargaining agreement in agency-designated non-backfill positions will take one (1) furlough day per month during July 1, 2021 through June 30, 2023. One (1) furlough day shall be equal to eight (8) hours for full time employees. Furloughs shall be prorated for part time employees according to their FTE percentage. The Employer reserves the right to determine the need to implement the remaining six (6) additional furlough days pursuant to Article 34.6, and to exempt certain positions based upon budget or business needs. Should there be a need for additional furloughs beyond the 30 outlined in Article 34.6, the parties agree to meet in good faith bargaining.

B. Voluntary

Employees may be authorized to take a voluntary furlough day with agency approval.
In the event there is a change in federal or state law that affects potential unemployment insurance claims covering these furlough days without reducing budget savings to the State, the parties agree to meet to discuss possible participation by the state.

2) Adjustments

This MOU may be reopened at the request of either party solely for the following purposes:

1. Possible adjustments to the furloughs provided for in this MOU.
2. To bargain over whether to establish an additional personal leave day for employees in recognition of the Juneteenth Holiday, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, honor all those that have paved the road to freedom, and allow for critical reflection on the progress that must continue.

The party seeking to reopen shall notify the other party no later than July 1, 2021.

Bargaining will begin at a time mutually agreed upon by the parties no later than July 15, 2021. All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining. The parties’ agreement to reopen this MOU for fiscal year 2023 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in the language.

This MOU expires June 29, 2023

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

9/17/20 9/17/20
Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
Executive Director
DEPARTMENT OF AGRICULTURE

An employee working within the Grain Program with less than forty (40) hours accumulated overtime in a month may be excused from an involuntary overtime assignment once per month; provided the excused overtime assignment does not interrupt service delivery and employees possessing the required skills and abilities of the excused position(s) are available. This provision will sunset June 30, 2023.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
Date Date
7/27/20 Executive Director

Page 1 of 1
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES
The following MOU with changes to 2019-21 Article 40 is to bring this article into compliance with recent law changes and to clarify the Union’s and the Employer’s roles related to Union dues.

ARTICLE 40
UNION DUES DEDUCTION AND STATUS REPORTS

40.1 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.

40.2 Union Deduction
A. Within thirty (30) days from when the Union provides written notice of 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.
40.3 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. Public Safety Protection Program (PSPP)

The Employer agrees to deduct from the wages of any employee who is a member of the Union deductions for the WFSE/AFSCME PSPP. Written authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary Payroll Deduction Authorization form. Deductions will include a one-time initial deduction amount and ongoing monthly deduction amount. Authorizations 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:

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

### 40.4 Status Reports

A. No later than the tenth (10th) and twenty-fifth (25th) 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.

40.5 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.

40.6 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 on account of compliance with this Article and any and all issues related to the deduction of dues or fees.

Dated August 10, 2020:

The parties agree that the provisions contained in this MOU will become current contract language in the 2021-2023 Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer:                                   For the Union:

Scott Lyders, OFM 8/10/20  Leanne Kunze  Date
Labor Negotiator WFSE/AFSME Council 28

Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Commercial Driver’s License Wellness Incentive

The parties agree to the implementation of the following, provided an annual monetary wellness program incentive is negotiated and funded in the applicable Coalition of Unions, Health Care Benefits Amounts Agreement.

State employees who are required to have a Commercial Driver’s License (CDL) must pass a federal CDL medical examination which determines if the employee is physically qualified to drive a commercial motor vehicle. As an additional incentive to encourage bargaining unit employees who are required to have a CDL to participate in the state’s wellness program, the parties agree to an additional CDL Wellness Incentive.

Effective July 1, 2019 through June 29, 2021, bargaining unit employees required to have a CDL and who earn the annual wellness incentive(s) in accordance with the Public Employee Benefits Board requirements will be eligible to earn an additional CDL Wellness Incentive equal to the annual wellness incentive per the Agreement or one hundred twenty-five dollars ($125.00), whichever is the lesser amount.

Dated: August 14, 2018

Effective July 1, 2021 – June 30, 2023

TENTATIVE AGREEMENT REACHED

For the Employer:          For the Union:

Scott Lyders, OFM          Leanne Kunze
Labor Negotiator           WFSE/AFSME Council 28
Date                        Executive Director

9/17/20
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON

DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Voluntary Employee Beneficiary Association Vote

The parties agree that employees within DCYF have had the opportunity to decide whether to participate in a VEBA and have elected to do so, for the period of July 1, 2018 through December 31, 2019.

As described by Article 12.8 Sick Leave Separation Cash Out and Article 13 Voluntary Employees’ Beneficiary Association, employees in the Washington Federation of State Employees bargaining unit may form a Voluntary Employees’ Beneficiary Association. This agreement is for the period January 1, 2020 through December 31, 2021. Voting members must be eligible to retire between January 1, 2020 through December 31, 2021, the issue will be decided by the cumulative total of yes and no votes. A simple majority of yes or no votes will determine if eligible members participate or opt of VEBA for the designated period. Notification of the upcoming vote will be distributed in October 2019. Voting will be conducted in the November 2019 timeframe. The result of the vote will be released no later than December 22, 2019.

Dated August 10, 2020

The parties agree this MOU will expire on June 30, 2021.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

8/10/20 Date Executive Director
MEMORANDUM OF UNDERSTANDING
between
THE STATE OF WASHINGTON
and
WASHINGTON FEDERATION OF STATE
EMPLOYEES GENERAL GOVERNMENT
BARGAINING UNIT

DIVERSITY, EQUITY AND INCLUSION

The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all Washingtonians. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public’s expectations of us as public servants. An important goal is to build work environments that are respectful, supportive and inclusive to everyone.

The Office of Financial Management will be engaged in an enterprise wide effort with state agencies to reassess hiring practices, training, policy compliance, and data reporting toward the goal of creating a more respectful, diverse, equitable, and inclusive work environment. The Union is a vital partner in reaching this goal. The parties recognize there is important work to be done collectively to achieve diversity equity and inclusion and are committed to creating a positive work environment where employees are its most valuable resource.

Promoting diversity, equity and inclusion furthers an environment of honesty, which can only occur when individuals feel safe to speak openly and with confidence that co-workers and leadership will accept diverse contributions, opinions and ideas. The parties recognize this requires transparency and accountability to one another as a hallmark of the workforce.

To that end, as agencies modify their policies to support this work, the WFSE, whether through informal discussions at UMCC or LMC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted by an agency.
The Employer encourages facilitation of workgroups and roundtable conversations within and amongst divisions to discuss diversity equity and inclusion.

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

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

This Memorandum of Understanding shall expire on June 29, 2023

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Date
Labor Negotiator 9/17/20

Leanne Kunze Date
WFSE/AFSME Council 28
Executive Director
DEPARTMENT OF ENTERPRISE SERVICES

This Memorandum of Understanding (MOU) by and between the Washington State Department of Enterprise Services (DES), the Washington Federation of State Employees (WFSE) and the Washington State Office of Financial Management, State Human Resources, Labor Relations Section (Employer) is regarding the breaks and lunch periods on the swing shift in the “Inserting” section of the DES Consolidated Mail.

The parties mutually agree to the following:

1. The parties recognize the informal practice for employees working the swing shift in the “Inserting” section has been to combine breaks and rest periods in a manner that meets the personal preferences of the incumbents currently impacted and contributes to increased efficiency within the unit.

2. The parties agree to vary from the language in Article 6.5 and 6.7 of the General Government CBA as follows:
   a. WFSE represented employees working the swing shift in the “Inserting” section will have two (2) thirty (30) minute breaks per workday rather than one (1) thirty (30) minute break and two (2) fifteen (15) minute rest periods.
   b. These thirty (30) minute breaks will occur at or as near as possible to 3:00 PM and 6:00 PM.
   c. For the purposes of administering the remaining terms of Article 6.5 and 6.7, the first thirty (30) minute break shall be considered the break and the second thirty (30) minute period shall be considered the rest period.
   d. The parties agree to review this schedule no less frequent than every twelve (12) months to discuss its ongoing feasibility. The first discussion shall occur no later than twelve (12) months from the date of the last signature of the parties on this MOU.
   e. Either party may rescind this Agreement with thirty (30) days written notice.
4. Except as specifically modified in this Agreement, all provisions of the CBA including the remaining terms and conditions of Articles 6.5 and 6.7 remain in full force and effect.

5. This Agreement is not precedent setting and will not reflect on the position that either party takes during the negotiation of a successor CBA.

**TENTATIVE AGREEMENT REACHED**

For the Employer:  

Scott Lyders, OFM  
Labor Negotiator  
7/27/20

For the Union:  

Leanne Kunze  
WFSE/AFSME Council 28  
Executive Director  
7/27/20
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
THE DEPARTMENT OF CORRECTIONS
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

After Hours Protocol by Section

The parties hereby agree to move the issue of establishing protocol for after-hours scheduling to the local Union Management Communication Committees (UMCC’s) for the various Sections within the Community Corrections division. Sections 5 and 6 shall not be required to engage in this conversation as they have already established protocols for after-hours scheduling. The parties agree that there shall be two (2) components that must be part of the final recommendation of the UMCC’s. Those components shall include a seniority-based scheduling process as well as a process that includes a list of employees who have volunteered to accept after-hours work opportunities. The parties may bring in subject matter experts by mutual agreement. The parties further agree that this issue will be taken to the local UMCC’s within ninety (90) days of the signing of this memorandum of understanding and shall make final recommendations to the agency prior to the expiration of the 2019 – 2021 collective bargaining agreement.

This memorandum of understanding shall expire on June 30, 2021.

Dated August 10, 2020

The parties confirm expiration.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
8/10/20 Date Executive Director
DEPARTMENT OF TRANSPORTATION

WORK APPAREL

This MOU applies to employees performing highway maintenance or facilities activities within the Washington State Department of Transportation (WSDOT).

A. The parties agree that effective July 1, 2021 through June 30, 2023 WSDOT will provide employees performing these activities a choice of overalls, coveralls, and jeans/pants/shirts, or a combination of all these items, provided:

1. A commercial service is available at the employee’s work location; and
2. The Appointing Authority determines the cost/benefit of this service is appropriate given the employee’s working conditions.

B. At least annually, employees approved to receive this service will choose the mix of apparel they want to wear each week for the next twelve (12) months.

C. An employee is not obligated to wear overalls, coveralls, or jeans/pants/shirts, and can choose to provide their own work apparel.

D. If an employee chooses to provide their own work apparel, they are encouraged to opt out of the commercial apparel to reduce unnecessary costs.

TENTATIVE AGREEMENT REACHED

For the Employer:  For the Union:

Scott Lyders, OFM  Leanne Kunze
Labor Negotiator  WFSE/AFSME Council 28
8/31/20  Date  Executive Director  Date
Department of Transportation Premium Pay Equipment List

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>B</th>
<th>C</th>
<th>Example Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crane requiring Labor and Industry certification</td>
<td></td>
<td>x</td>
<td>Swing Cab Crane, Fixed Cab Crane, Articulating Crane, Digger Derrick Crane</td>
</tr>
<tr>
<td>Truck, Traffic Long Line Striper</td>
<td>x</td>
<td></td>
<td>Region Stripers</td>
</tr>
<tr>
<td>Truck, Tunnel Washer</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Truck, Catch Basin Cleaner and Assistant</td>
<td>x</td>
<td></td>
<td>Vactor, Camel</td>
</tr>
<tr>
<td>Trailer over 25,000 lbs. (Includes pups)</td>
<td>x</td>
<td></td>
<td>Pups, Flushers, Belly Dumps, Tilt</td>
</tr>
<tr>
<td>Wing Plow, Truck Mounted (in up or down position)</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Snow Blowers (and snow blower attachments)</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pickup Broom</td>
<td>x</td>
<td></td>
<td>Athey, Johnson 4000</td>
</tr>
<tr>
<td>Tractors with side arm attachments</td>
<td>x</td>
<td></td>
<td>Tractors with brush cutter or flail. Ford 7740</td>
</tr>
<tr>
<td>Mowers, 10’ &amp; wider or 2 or more mowers</td>
<td>x</td>
<td></td>
<td>Ford 9040</td>
</tr>
<tr>
<td>Backhoe</td>
<td>x</td>
<td></td>
<td>Case 580L</td>
</tr>
<tr>
<td>Liquid Asphalt Distributors</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chip Spreader, Self Propelled</td>
<td>x</td>
<td></td>
<td>Etnyre, Rosco</td>
</tr>
<tr>
<td>Montana Paver</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pavers (self-propelled), Pavement grinders (self-propelled)</td>
<td></td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Pavement Grinders, Roto-Mill, Loader Mount</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compact Excavator, Dig Depth less than 15’</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>520 Workboat</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Archie Allen</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excavator, Dig Depth over 15’, Over 26,000GVW</td>
<td>x</td>
<td></td>
<td>Drott</td>
</tr>
<tr>
<td>Equipment</td>
<td>Class</td>
<td>Rate</td>
<td></td>
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<tr>
<td>--------------------------</td>
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<td></td>
</tr>
<tr>
<td>Graders</td>
<td>x</td>
<td>Champion 740</td>
<td></td>
</tr>
<tr>
<td>Dozer, Tractor Crawler</td>
<td>x</td>
<td>Cat D6-D7</td>
<td></td>
</tr>
<tr>
<td>Lowboy, Trailer &amp; Tractor</td>
<td>x</td>
<td></td>
<td></td>
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<tr>
<td>Spider Excavator</td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt Loader</td>
<td>x</td>
<td>Athey</td>
<td></td>
</tr>
<tr>
<td>U-BIT Operation (ground and bucket)</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Equipment not listed defaults to Class A.**

**Note:**
- Class A: Does not qualify for premium pay
- Class B: Highway Maintenance Worker 1 qualifies for premium pay
- Class C: – Highway Maintenance Worker 1, Highway Maintenance Worker 2, Highway Maintenance Worker 3, Maintenance Specialist 2, Maintenance Specialist 3, Maintenance Specialist Lead qualify for premium pay.
- For equipment with attachments, where operating the attachment qualifies for premium pay, premium pay hours will be recorded on time sheets only when the attachment is operated.

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**TENTATIVE AGREEMENT REACHED**

For the Employer:  
Scott Lyders, OFM  
Labor Negotiator  
9/17/20

For the Union:  
Leanne Kunze  
WFSE/AFSME Council 28  
Executive Director  
9/17/20
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Compensatory Time for the Department of Social and Health Services at 24/7 Facilities

In addition to the provisions of Article 7.5, the parties agree to the following for overtime-eligible employees working at the Department of Social and Health Services at Eastern State Hospital, Western State Hospital, Child Study and Treatment Center, Special Commitment Center, Fircrest School, Lakeland Village, Rainier School and Yakima Valley School.

From the signing of this MOU through June 29, 2021, The Employer will only agree to approve compensatory time in lieu of cash payments for overtime to an overtime-eligible employee when the employee works a majority of their shift on any of the following dates:

<table>
<thead>
<tr>
<th>Date</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/22</td>
<td>01/01/23</td>
<td>New Year’s Day</td>
<td></td>
</tr>
<tr>
<td>01/17/22</td>
<td>01/16/23</td>
<td>Martin Luther King Jr. Day</td>
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</tr>
<tr>
<td>02/21/22</td>
<td>02/20/23</td>
<td>President’s Day</td>
<td></td>
</tr>
<tr>
<td>05/30/22</td>
<td>05/29/23</td>
<td>Memorial Day</td>
<td></td>
</tr>
<tr>
<td>07/04/21</td>
<td>07/04/22</td>
<td>Independence Day</td>
<td></td>
</tr>
<tr>
<td>09/06/21</td>
<td>09/05/22</td>
<td>Labor Day</td>
<td></td>
</tr>
<tr>
<td>11/11/21</td>
<td>11/11/22</td>
<td>Veteran’s Day</td>
<td></td>
</tr>
</tbody>
</table>
An employee may elect to accrue compensatory time in lieu of cash payment for overtime for the holiday calendar date or their designated holiday, but not both.

An Employee will follow the rules of compensatory time use per Article 7.5 C. and will only be allowed comp time usage for planned leave.

The parties mutually agree to meet during the month of April 2022, upon request of the Employer, for the sole purpose of reviewing the usage data, financial impacts and adjustments to the list of holidays, and/or the inclusion of any newly--designated holidays that occur during the period of July 1, 2022 – June 30, 2023.

This MOU shall expire on June 30, 2023, will be in effect upon all signatures below.

**Dated February 18, 2020**

**TENTATIVE AGREEMENT REACHED**

For the Employer: 
Scott Lyders, OFM  
Labor Negotiator  
9/17/20

For the Union: 
Leanne Kunze 
WFSE/AFSME Council 28  
Executive Director  
Date
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES
State Operated Living Alternatives (SOLA) with the Department of Social and Health Services

The parties recognize and agree that the foremost responsibility of the SOLA program is to support individuals based on their preference and need. With this principle in mind, the parties agree that Article 3, Bid System will apply to the SOLA program with the following limitations:

- Employees may bid between SOLA homes located in the same county where their position is permanently assigned.

- The Appointing Authority or Designee may reassign an employee within the first sixty (60) calendar days after the bid process placement into a position if a client expresses concerns working with that staff member. The concerns and any attempts to resolve the concerns will be documented and presented to the Director of State Operated Community Residential (SOCR). No reassignment will occur without the approval of the Director of SOCR. This type of reassignment will not be documented as or characterized as a disciplinary action. If an employee is reassigned, as described in this MOU, the employee will not be prohibited from bidding to other locations.

- Reassignment from a bid position under Article 3.10, occurring within the first sixty (60) calendar days as described above, is not subject to the grievance procedure in Article 29 when the reassignment is based on client need or choice.
This Memorandum of Understanding will sunset on June 30, 2023.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
Date Date
7/27/20

Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Addressing Vacation Scheduling for LPN’s in 24/7 Operations (Excluding the School for the Blind, Center for Deaf and Hard of Hearing Youth; and Department of Corrections)

1. 11.5 of the parties’ 2019-2021 CBA is modified as follows:

11.5 Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind, Center for Deaf and Hard of Hearing Youth; and Department of Corrections)

A. Employees, except for LPN’s working at Yakima Valley School, who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. LPN’s who work at Yakima Valley School may submit in writing to their supervisor their preferences for different segments of vacation for the period May 1st of the current year through the end of April of the next year. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

B. Employees will not be granted more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A “segment” is three (3) or more contiguous days of vacation leave except that the denial of one (1) or more days within a requested segment shall not result in the remaining
approved days counting as more than one (1) segment. Should any portion
of a segment that was originally denied due to business needs or work
requirements become available, it will first be awarded by seniority to those
who were originally denied.

C. In addition to vacation leave approved in Subsection 11.5 B above,
employees may request vacation leave at any time on a first come, first
served basis. Approval of supplemental requests will take into consideration
the annual vacation leave schedule, which will take precedence, as well as
operational needs.

D. Employee Initiated Cancellations

Employee requested cancellations of any portion of an approved scheduled
vacation segment must be submitted in writing no later than fourteen (14)
calendar days in advance of their scheduled vacation. The request is subject
to approval by the Employer.

2. In order to facilitate the transition from the current segment year of March through
February, to the new segment year of May through April, LPN’s who work at Yakima
Valley School may submit in writing to their supervisor their preferences for different
segments of vacation for the period March 1, 2020 through April 2021. For this specific
period of time, employees will not be granted more than five (5) segments during the
vacation scheduling process.

The parties agree that the provisions contained in this MOU will become current
contract language in the 2021-2023 Collective Bargaining Agreement.

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

Date Date
8/31/20 Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Addressing Compensatory Time for the Department of Social and Health Services at Eastern and Western State Hospitals, Child Study and Treatment Center and the Special Commitment Center:

In addition to the provisions of Article 7.5, the parties agree to the following for overtime-eligible employees working at the Department of Social and Health Services at Eastern and Western State Hospitals, Child Study and Treatment Center and the Special Commitment Center.

For January 1, 2017 through December 31, 2019, the Employer will only agree to approve compensatory time in lieu of cash payments for overtime to an overtime-eligible employee when the employee works a majority of their shift on any of the following dates:

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<th>2017</th>
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Within the parameters above, Memorial Day, July 4th, Veteran’s Day, Christmas Day and New Year’s Day, an employee may elect to accrue compensatory time in lieu of cash payment for overtime for the calendar date or their designated holiday, but not both.
This MOU will be in effect January 1, 2017.

Dated August 10, 2020

The parties agree this MOU will expire June 30, 2021

**TENTATIVE AGREEMENT REACHED**

<table>
<thead>
<tr>
<th>For the Employer:</th>
<th>For the Union:</th>
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<tr>
<td>Scott Lyders, OFM</td>
<td>Leanne Kunze</td>
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<tr>
<td>Labor Negotiator</td>
<td>WFSE/AFSME Council 28</td>
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<td>8/10/20</td>
<td>Date</td>
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<td>Executive Director</td>
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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

Developed collaboratively from shared interests identified during Affinity bargaining in June 2019, the following changes to Article 6.17 were agreed to related to Shift Exchange in DSHS 24/7 facilities:

ARTICLE 6

HOURS OF WORK

6.17 Shift Exchange – Department of Social and Health Services

Overtime-eligible shift employees employed at Eastern and Western State Hospitals, Child Study and Treatment Center, Special Commitment Center, Lakeland Village, Rainier School, Yakima Valley School and Fircrest School who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

A. Requests for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) workweek. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate appointing authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

C. Requested shift exchanges will be considered on a case-by-case basis.
D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.

E. For shift exchanges that occur on an employee’s designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.

F. An employee will not receive shift premium pay under Article 42.18, Shift Premium, solely as a result of a shift exchange. Each employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.

G. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action or suspension of the ability to exchange shifts in the future.

H. Mental Health Technicians and Psychiatric Security Attendants may exchange shifts as long as the employees qualify to work in positions for which the employees are requesting shift exchange. Licensed Practical Nurses and Psychiatric Security Nurses may exchange shifts as long as the employees qualify to work in positions for which the employees are requesting shift exchange.

I. Denials of shift exchanges are not subject to the grievance procedure under Article 29, Grievance Procedure, of the parties’ collective bargaining agreement.

J. Employees working in different classifications as provided in Subsection H. above will be considered to have worked their regular scheduled work shift for purposes of pay in Article 42.1, “GS” Pay Range Assignments.
K. The shift exchange system will not be used to circumvent the bid system by significantly altering an employee’s workweek or supervisory chain of command.

This MOU will become effective upon the final signature of all parties and will expire June 29, 2021.

Dated August 10, 2020

The parties agree that the provisions contained in this MOU will become current contract language in the 2021-2023 Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator Date Date

8/10/20

WFSE/AFSME Council 28
Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF VETERANS AFFAIRS
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

THE LEAVE, ATTENDANCE AND OVERTIME WORK GROUP

The parties agreed at the Leave, Attendance, and Overtime Work Group meetings, that the parties would make changes to the following to ensure that we are working to provide staff a work-life balance:

- **On-call Operating Procedure**: Created procedures to establish expectation to ensure that on-call staff are utilized appropriately.

- **Rotating schedules pilot program (Specific to WVH only)**:
  1. Management will identify which vacant positions/schedules to use for the pilot program. Once positions have been identified then management will place them in specific neighborhoods where there is greatest need.
  2. Workweeks will consist of eighty (80) hours in a fourteen (14) day work period.
  3. The program will be implemented on a volunteer basis, utilizing the bid process will allow for volunteers for the program to be selected based on seniority.
  4. If there is not enough volunteers/bids for the pilot program, positions will go through the hiring process.
  5. The program is for six (6) months. Any schedule changes will be in place, effective for six (6) months.
  6. Employees who bid into the pilot positions would be placed in the position on a non-permanent basis, reducing the risk of losing their current bid position and allowing the employee to return to their original schedule.
In order to determine if the pilot program is a success and aid in the determination of keeping the rotational schedules permanent, performance indicators must be assessed accordingly.

Performance Indicators will be:

1. Evaluate turnover within the 6 (six) month pilot program for rotational positions.
2. Review the potential reduction in the use of agency staff.
3. Gain employee feedback at the beginning and end of pilot program from those employees participating in the program.
4. Metered application flow in response to rotational schedule offering to identify potential increase or decrease.
5. Metrics on call-outs and mandatory overtime for staff in rotational positions in comparison with those in fixed schedules.

- **Mandatory Overtime:** Implemented no mandatory overtime for new hires until 60-days after hire. This will allow for new staff to become better acclimated to the facility and ensure that staff are well trained.

- **Call-In Operating Procedure:** Created procedures that outlines the agency procedures regarding call in expectations of direct care staff, to assure that there is sufficient qualified nursing staff available at all times.

- **Shift Exchange:** Overtime-eligible employees employed at Department of Veterans Affairs Skilled Nursing Facilities who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

  A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practical.
B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

C. Requested shift exchanges will be considered on a case-by-case basis.

D. Shift exchanges must occur within the same pay period. Shift exchanges will not result in the payment of overtime. Each employee will be considered to have worked their regular schedule.

E. For shift exchanges that occur on an employee’s designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.

F. An employee will not receive shift premium pay under Article 42.18, Shift Premium, solely as a result of a shift exchange. Each employee will be considered to have worked their regular scheduled work shift for purposes of shift premium pay.
G. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

The shift exchange system will not be used to circumvent the bid system by significantly altering an employee’s workweek or supervisory chain of command.

This Memorandum of Understanding will sunset on June 29, 2023.

For the Employer:

[Signature]
Scott Lyders, OFM
Labor Negotiator

Date

For the Union:

[Signature]
Leanne Kunze
WFSE/AFSME Council 28
Executive Director

Date
MEMORANDUM OF UNDERSTANDING
AMONG
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AND
THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,
LABOR RELATIONS SECTION

This Memorandum of Understanding (MOU) between the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Department of Ecology agree on the following to accrete a new bargaining unit under the WFSE collective bargaining agreement.

Regular Work Schedules
WCC Crew Supervisor 1s and 2s have an inherent need for flexibility to adjust their daily work schedules within the regular workweek to accomplish assigned job duties and responsibilities. When adjusting an employee’s work schedule, the Employer will consider an employee’s preference as long as the agency can meet business and customer service needs and without causing an additional cost to the agency. The Employer may adjust an employee’s daily work schedule by more than two (2) hours on any given day to avoid the payment of overtime or accrual of compensatory time.

Temporary Schedule Changes
Overtime-eligible employees’ workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible WCC Crew Supervisor 1s and 2s will receive three (3) calendar days’ written notice of any temporary schedule change unless mutually agreed to a shorter timeframe. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

Effective July 1, 2019, the follow provisions apply when dispatched by the Department of Natural Resources under the incident command system performing fire suppression duties:
Compensation for Typical Fire Suppression Duties When Dispatched by DNR:

WCC Crew Supervisors performing fire suppression duties as defined in RCW 76.04.005 (22), or other emergency duties, when they are working under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1½) times the sum of their regular hourly rate (plus two dollars [$2.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.

2. Two dollars ($2.00) is added to an employee’s regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours.

3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.

Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24) hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the agency meets its obligation.
Length of Deployment

1. The Employer retains sole authority to allow employees to dispatch to fires. WCC crews may not accept a dispatch without employer consent.

2. Employees will receive one day of rest and recuperation after ten (10) consecutive days of deployment away from the duty station for fire suppression duty. If an employee is unable to be scheduled for the rest and recuperation day during deployment and can continue to work safely, the rest and recuperation day will occur on the first calendar day after returning from fire duty to the employee’s regular duty station.

3. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment in Subsection B above. During a rest and recuperation period, the employee will be paid eight ten (10) hours miscellaneous leave for an employee on a 4-10 schedule. Rest and recuperation leave is paid at the employee’s straight time hourly rate.

4. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee and the Employer. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days will include provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

5. When an employee is deployed under the incident command system to fire suppression duty, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of fire line duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.

The parties agree to modify Appendix A - Identified Bargaining Units to add the following:
Decision 12956 – PSRA

Effective Date: December 21, 2018

All Washington Conversation Corps (WCC Crew) Supervisors at the Department of
Ecology, excluding non-supervisors, WMS employees and all other employees.

Acknowledged and Agreed

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM 9/17/20 Leanne Kunze Date
Labor Negotiator

WFSE/AFSME Council 28
Executive Director
MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT

AND

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

RE: NON-PERMANENT APPOINTMENTS

The following represents the agreement between the Parties consisting of the State of Washington (Employer), the Washington State Employment Security Department (ESD), and the Washington Federation of State Employees (Union) regarding the extension of non-permanent appointments beyond twelve months under specific circumstances.

Whereas the economy takes a downward turn, ESD must respond by immediately increasing staffing to respond to the increase in unemployment claimants, and clients seeking employment services through WorkSource. When the economy improves, the result is fewer unemployment claimants and fewer clients utilizing WorkSource services resulting in the need for ESD to reduce staffing through layoff actions.

Whereas the Parties agree that allowing for extended non-permanent appointments during periods of economic downturns would greatly reduce layoff impacts for permanent staff and benefit permanent staff and ESD.

The Parties agree to the following as an additional reason for making non-permanent appointments in Article 4.5 A.1 as well as an additional exception to the length of a non-permanent appointment:

1. During periods of economic downturn, ESD may extend non-permanent appointments for longer than twelve (12) months.

2. An economic downturn begins:
a. When the average seasonally adjusted total unemployment (SATUR) equals or exceeds 6.5% for the past three months; and

b. The SATUR is at least 110% of the average in either or both of the corresponding 3-month periods in the two prior calendar years;

3. The economic downturn ends:

a. When the SATUR falls below 6.5% for the past three months; and the SATUR is less that 110% of the average in either or both of the corresponding 3-month periods in the two prior calendar years.

4. Non-permanent appointments in place when the economic downturn begins, and non-permanent appointments made during the economic downturn, may be extended up to twelve (12) months after the economic downturn ends.

When an economic downturn has begun as defined in 2. above and ESD determines the MOU will need to be implemented, ESD will provide written notice to the Executive Director of the WFSE.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

7/27/20  7/27/20
Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
Date Date
Executive Director


MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION

(OFM/LRS)

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure implemented July 1, 2019:

*NOTE Reference to the 2019-21 collective bargaining agreement.

I. Definitions:

The parties agree to the following definitions for the purposes of implementation of the new IT Professional Structure:

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<thead>
<tr>
<th>Term</th>
<th>Explanation</th>
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<tbody>
<tr>
<td>Job Family</td>
<td>A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise.</td>
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<tr>
<td>Level</td>
<td>The measure of complexity of work performed.</td>
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<td>IT Levels include: Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager</td>
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<tr>
<td>Allocation</td>
<td>The assignment of a position to a job family and level.</td>
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<td>Reallocation</td>
<td>The assignment of a position to a different level and/or job family.</td>
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<td>Class, Classes, and</td>
<td>Where these terms are used in the GG and HE/CCC CBA’s this Agreement, for the purposes of the implementation of the new IT Professional Structure,</td>
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<td>Classification (where used</td>
<td>they shall be followed by “or job family/ies and level/s.”</td>
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Page 1 of 6
II. Impacts of the IT Structure implementation allocation appeals in process as a result of the July 1, 2019 implementation of July 1, 2021:

A. Employees transitioned due to the IT Professional Structure may submit new bid and/or transfer requests in accordance with Articles 3 and 4 of the GG CBA and 4 and 43 of the HE/CCC CBA. The timeframe for submission of new bid requests will expire August 1, 2019.

B. For the purposes of breaking ties in seniority for those employees impacted by the implementation of the new IT Professional Structure, Article 33.2A of the GG CBA and Article 39.2A of the HE/CCC CBA will not apply.

C. The following conditions of employment will not change because a position is being transitioned into the new IT Professional Structure as the result of a final decision issued for an implementation allocation appeal:

i. The determination of a position as overtime-eligible or overtime-exempt;

ii. Required licensure and/or certifications;

iii. The designation of a position as “required personnel” or “emergency employee”;

iv. The grievance procedure, as outlined in Article 29 of the GG CBA and Article 30 of the HE/CCC CBA;

v. The designation of a position as needing inherent flexibility as currently listed in Appendix B of the GG CBA;

vi. The eligibility for and/or receipt of existing assignment pays;

vii. Status as a non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee;
viii. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary period.

D. Consistent with Article 38, Mandatory Subjects of the GG CBA and Article 37 of the HE/CCC CBA, the Employer will provide notice of any proposed change resulting in bargaining unit work leaving the bargaining unit.

III. Work History

A. The parties will convene a workgroup comprised of agency and union representatives no later than January 14, 2019. The workgroup will develop an IT Assessment Form and the procedures that will be used for completion of the form. The purpose of the form is to allow an employee in an IT classification the ability to objectively capture their work history, skills and abilities for the IT positions worked prior to June 30, 2019. In the event of a layoff, reversion, or other relevant employment action, the IT Assessment Form can be submitted along with any other relevant information to determine impacted employee option/s or comparability within the IT Professional Structure.

B. GG Article 34, Layoff and Recall, and HE/CCC Article 35, Layoff and Recall, of the parties’ 2017-2019 CBA’s are modified as shown in Attachments 3 and 4 to this MOU.

IV. Compensation

A. The parties agree that the chart in Attachment 1 to this MOU reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019 prior to the application of any negotiated increases. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019 prior to the application of any negotiated increases.

B. AB. In recognition of the unique scale of the IT Professional Structure, the parties agree to vary from the CBA for salary assignment. Employees
reallocated into the IT Professional Structure as the result of a final decision issued for an implementation allocation appeal on July 1, 2019 will have their initial salary determined as follows:

i. In those cases where the employee’s current salary as of June 30, 2019 exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

ii. In all other cases, the employee’s current salary will be adjusted in accordance with the original IT MOU to reflect the salary they would already be receiving had the final decision issued been the original decision. Any additional compensation owed to the employee at the time of the final decision will be processed according to the terms of the negotiated contract for 2019-21 and 2021-23. s will have their salary that was in effect as of June 30, 2019 increased by 2.5% (two and one-half percent) and then. Effective July 1, 2019 these employees will transition assigned to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.

iii. The salary schedule will then be adjusted to reflect the negotiated general wage increase effective July 1, 2019.

iv. Employees in the IT Professional Structure will receive periodic increases in accordance with Article 42.8 from July 1, 2019 through June 30, 2021.
v. Periodic increases on or after July 1, 2021, will be in accordance with the negotiated contract for 2021-2023.

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

C. Employees in the IT Professional Structure will receive periodic increases in accordance with Article 42.8 of the GG CBA and 43.4 of the HE/CCC CBA.

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

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

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

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

F. This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 GG and HE/CCC master agreements and is not precedent setting. Subject to legislative approval, this agreement will take effect July 1, 2019.
This MOU shall expire on June 30, 2023

Dated September 11, 2018

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator Date Date

Month 17/20

WFSE/AFSME Council 28
Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Addressing Paid Internships and/or Staff Development Opportunities:

The parties recognize the existence of increasing recruitment, retention, and workload challenges within General Government agencies. Further, the parties recognize the value of appointments for the purpose of staff development. As one component of working to address the recruitment challenges, the parties agree to the following:

1. In addition to the provisions set forth in Article 4.5 A1, the Employer may make non-permanent appointments for paid internships and/or staff development opportunities. Non-permanent appointments made for paid internships may not be converted to permanent appointments and may supplement, but not supplant, permanent positions. Any conversion of a non-permanent appointment made for staff development must be handled in accordance with Article 4.5 A 3. Non-permanent positions established for paid internships are dependent on available funding.

Employees hired into non-permanent appointments for paid internships and/or staff development opportunities will be assigned to a supervisor. The supervisor is responsible for ensuring the employee receives training for the specific position and assigned job duties.

2. During the life of this MOU, the Employer will track all non-permanent appointments made for the purposes of paid internships and/or staff development opportunities. This data will be available to the Union upon request.

3. The parties will discuss the available data and negotiate any continuation of this MOU during bargaining of the parties’ 2023-2025 Agreement.
4. This MOU expires on June 30, 2023

TENTATIVE AGREEMENT REACHED

For the Employer:  
Scott Lyders, OFM  
Labor Negotiator

For the Union:  
Leanne Kunze  
WFSE/AFSME Council 28  
Executive Director

8/31/20
PARKS AND RECREATION COMMISSION

The parties agree to create a Union Management Communication Subcommittee to focus on law enforcement issues of Park Rangers employed within the Washington State Parks and Recreation Commission. The purpose of the committee will be to identify law enforcement related issues and concerns on the part of ranger staff and discuss potential solutions, processes and strategies in a collaborative manner with management. The committee will be known as the “Law Enforcement Sub-committee” and will operate under the following terms and conditions.

1. The committee will exist for the duration of the 2021-2023 Agreement.

2. The committee will consist of up to four (4) employees appointed by the Union and up to four (4) employees appointed by the Employer.

3. The committee facilitator will be the Washington State Parks Chief of Visitor Protection and Law Enforcement.

4. The committee will meet twice a year, once in the spring and once in the fall.

5. Participation of the Union designated representatives will be in accordance with Article 37.3 of this Agreement.

6. The desired outcome of this committee is improved communication and transparency in agency decision making and priorities related to law enforcement issues.

Dated August 10, 2020

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28
8/10/20 Date

Executive Director
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

WASHINGTON STATE HISTORICAL SOCIETY – UPDATES TO THE
2019-2021 BARGAINING AGREEMENT

To be consistent with the Public Employment Relations Commission Decision 12915-PSRA the parties agree to the following modification to the 2019-2021 Washington Federation of State Employees Collective Bargaining Agreement:

APPENDIX B

JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3A.2

19. Washington State Historical Society
   Preservation and Museum Specialist 1
   Preservation and Museum Specialist 2
   Preservation and Museum Specialist 3
   Preservation and Museum Specialist 4
   Program Coordinator
   Maintenance Custodian
   Information Technology Specialist 2

APPENDIX R

JOB CLASSIFICATIONS- TWELVE MONTH PROBATIONARY PERIOD

15. Washington State Historical Society
   Preservation and Museum Specialist 1
   Preservation and Museum Specialist 2
Dated October 7, 2019

Dated August 10, 2020:

The parties agree that the provisions contained in this MOU will become current contract language in the 2021-2023 Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator Date Date

8/10/20

WFSE/AFSME Council 28
Executive Director
MEMORANDUM OF UNDERSTANDING

AMONG

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

AND

THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT

LABOR RELATIONS SECTION

AND

THE WASHINGTON STATE PATROL

The parties to this Memorandum of Understanding (MOU): the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Washington State Patrol (WSP), agree on the following:

1) At any time between when an employee receives notice that the employee is the subject of an administrative investigation due to allegations of misconduct and when discipline is imposed, the employee may approach the employee's appointing authority and/or the division commander of the Office of Professional Standards (OPS) within the WSP to request a disciplinary settlement agreement. Employees are entitled to representation at any time during this process.

2) The parties agree that any such disciplinary settlement agreement:

   a. Shall be subject to the mutual agreement of the employee and the WSP;
   b. Is premised on the employee's acknowledgement of misconduct;
   c. Shall include a stipulation that just cause for the discipline exists;
   d. Does not constitute or establish a precedent or "past practice;"
   e. May provide for days of suspension to be held in abeyance subject to subsequent proven findings;
   f. May be executed by the employee and the WSP provided that the WSP emailed a copy of the Internal Incident Report (IIR) and the contemplated disciplinary settlement agreement to the WFSE Statewide Labor Advocate
with a copy to the WFSE assigned Council Representative at least three (3) working days prior to the execution of the disciplinary settlement agreement. This three (3) working days’ notice will be counted excluding the day the notice is sent and include the last day of timeliness. This three (3) day notice only applies when the employee has not elected representation in the administrative investigation process;

g. Signatories to the disciplinary settlement agreement shall note the date and time of signing;

h. May include other terms appropriate for the circumstances;

i. Shall conclusively settle all issues related to the discipline and administrative investigation. No grievance, labor action, civil claim, legal action or other appeal may be filed by the employee regarding the discipline and administrative investigation;

j. Shall conclusively settle all issues related to the discipline and administrative investigation. No grievance, labor action, civil claim, legal action or other appeal may be filed by the WFSE regarding the discipline and administrative investigation unless the WSP fails to provide the WFSE with the notice specified in subsection (l)(f).

3) The parties agree that any notice requirements to the WFSE (including notice of contemplated discipline) shall be deemed met by the WSP if the WSP has complied with the requirements of subsection (1)(f).

4) Nothing in this MOU shall be construed to limit the Employer's authority to determine the method and develop guidelines for conducting investigations.
5) The MOU is effective upon the date of signature and continues until superseded by a provision of a Collective Bargaining Agreement between the Parties June 30, 2023.

Acknowledged and Agreed:

TENTATIVE AGREEMENT REACHED

For the Employer: For the Union:

Scott Lyders, OFM Leanne Kunze
Labor Negotiator WFSE/AFSME Council 28

7/27/20 Date Date

Executive Director