
**COLLECTIVE
BARGAINING
AGREEMENT**



THE STATE OF WASHINGTON

AND

**PROFESSIONAL AND TECHNICAL
EMPLOYEES LOCAL 17**

EFFECTIVE

JULY 1, 2019 THROUGH JUNE 30, 2021



2019-2021

PTE LOCAL 17
2019-2021

***PLACEHOLDER FOR TABLE OF CONTENTS**

PREAMBLE

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

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

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

ARTICLE 1 UNION RECOGNITION

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

~~1.5 — Bargaining Unit Lists~~

- ~~A. — By August 1st of each calendar year, the Employer will provide the Union with a list of all employees in the bargaining units coded for Local 17 dues deductions within Local 17 job classifications (Appendix A). The list may be written or sent electronically and will contain the personnel area title, employee’s name, employee’s address, job classification title, personnel number, organizational code and work county, union deduction code, work contract type, employee group and personnel sub-area title. The report will also include dues deduction amount, dues deduction start date and dues deduction end date.~~
- ~~B. — Quarterly, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or moved out of the bargaining units. The list may be written or sent electronically and will contain the personnel area title, personnel number, employee’s name, employee’s address, job classification title, organizational code and work county, personnel sub-area title, and effective date of the action, action type code and description, action reason and description, and union deduction code.~~
- ~~C. — Upon request, the Employer will provide reports listing all bargaining unit members including classification, employee’s name, employee’s address, organizational code, work county, work contract type, employee group, and any other information necessary to determine non-permanent appointment status.~~

- ~~D. In addition to the annual and quarterly reports provided in Subsection 1.5 A and B, the Employer and/or covered agencies will provide the Union with a document listing the numeric codes used in the reports along with their associated meanings. The Employer and/or covered agencies will provide the Union with updates of this document whenever changes or revisions to the document are made.~~
- ~~E. The Employer will cooperate with the Union to facilitate the process of obtaining the reports listed in paragraphs A–D above and will make a good faith effort to ensure that the reports are accurate and timely.~~

ARTICLE 2 NON-DISCRIMINATION

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

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

Both parties agree that unlawful harassment will not be tolerated.

Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following the completion of the internal complaint process, the Union may request the grievance process be continued.

ARTICLE 3 WORKPLACE BEHAVIOR

- 3.1** The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.

- 3.2** Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes he or she has been subjected to inappropriate behavior the employee is encouraged to report this behavior to the employee's supervisor or the Human Resources Office. The Employer will look into the reported behavior and take appropriate action as necessary. The employee will be notified whether or not a violation occurred.
- 3.3** Grievances related to this Article may be processed through the agency head or designee level only and are not subject to a pre-arbitration review meeting (PARM), mediation or arbitration.

ARTICLE 4

HIRING AND APPOINTMENTS

- 4.1 Filling Positions**
The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
- 4.2** An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 36](#), Layoff and Recall, of this Agreement and are confined to each individual agency.
- 4.3** The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).
- 4.4** A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- 4.5** A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- 4.6** A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.
- 4.7 Permanent Status**
An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service or transition review period.
- 4.8 Recruitment and Application Process for Permanent Positions**
Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for bargaining unit positions, the recruitment announcement will be posted for a minimum of seven (7) calendar days.

Recruitment announcements posted on the State of Washington's primary recruitment website will include the minimum job requirements.

4.9 Types of Appointment

A. Permanent

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

1. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
2. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
3. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
5. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

B. Non-Permanent

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

2. The Employer may convert a non-permanent appointment to a permanent appointment when the non-permanent employee is in an entry-level position. The Department of Transportation may also convert Transportation Technician 2s and Transportation Planning Technician 2s. The DOL may convert LSR2s, provided there are no eligible bid transfer candidates for the position. The converted employee will serve a probationary or trial service period. The Employer must follow [Section 4.11](#), DOL and WSP Transfers, or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment. Time spent in a non-permanent appointment may count towards the probationary or trial service period for a permanent position within the same job classification.
 3. A permanent employee that accepts a non-permanent appointment within his or her agency will have the right to return to a position in the permanent classification he or she left at the completion of the non-permanent appointment; provided that the employee has not left his or her original non-permanent appointment.
 4. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days' prior to accepting the appointment, the employee must notify his or her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.
 5. The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee. If an employee is terminated for misconduct and the misconduct for which the employee is terminated is documented in the personnel file, just cause will apply.
- C. On-Call Employment
The Employer may fill a position with an on-call appointment where the work is intermittent in nature, is sporadic and it does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice to the employee. On-call employees may schedule annual leave. On-call employees may use accrued sick leave when they are scheduled to work.
- D. In-Training Employment
1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The

Employer will document the training program, including a description and length of the program. The Employer will discuss a proposed in-training series at a Labor/Management Communication Committee meeting prior to implementation.

2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with [Subsections 4.12 B.3 and 4.12 B.4](#) of this Article.
4. A trial service period may be required for each level of the in training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

E. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or other special funding of specific and of time-limited duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment.

2. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period.

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

- a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
 4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
 5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

F. Seasonal Career Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but are less than twelve (12) months in duration during any consecutive twelve (12) month period.
2. Upon completion of a twelve (12) month probationary period completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

- G. The designation of a position as non-permanent, on-call, in-training or project, or the termination of a non-permanent, on-call, in-training or project appointment is not subject to the grievance procedure in [Article 32](#) except as noted in [Subsection 4.9 \(B\)\(5\)](#).

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

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

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

4.11 DOL and WSP Transfers

A. Department of Licensing (DOL)

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

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

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

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

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

B. Washington State Patrol (WSP) – Methods of Requesting a Transfer

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

Truck enforcement will be divided into separate lists for purposes of applying for transfer, which will include the eight (8) WSP districts. Employees may choose to limit their availability within a given district to interior or port. Each district will have five (5) transfer lists to differentiate between the CVEO 1 and CVEO 2, CVO 1, CVO 2, and VIN Officer.
 - b. Employee-Requested Transfers:

An employee may request a transfer from one (1) working location to another and to a substantially similar position in which they have previously performed the core duties (i.e., auditor to auditor position, compliance review to compliance review). Requests will be submitted using the agency's electronic system for doing so ~~through the chain of command to the Human Resource Division (HRD)~~. Requests will be ranked by seniority in the classification.

~~Faxes will be accepted as long as the employee immediately forwards the signed transfer request form to HRD.~~

c. Probationary CVEOs:

A probationary CVEO will be allowed to place his or her name on the transfer list for the District in which he or she resided (physical address) prior to being employed as a CVEO. All other guidelines in this Article apply.

d. VIN Officers:

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

3. WSP – Guidelines on Transfers for All Employees:

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

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

a. The applicant is still in a probationary or trial service status. (Management may consider exceptions on a case by-case basis and only for operational necessity or personal hardships; for probationary CVEOs, see above); or

b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#), Labor/Management Communication Committee, Military Leave, Domestic Violence Leave, Workers' Compensation, Volunteer Firefighting Leave, Military Family Leave, Child and Elder Care Emergencies, Reducing the Effects of a Layoff, pre-approved LWOP; or

- c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
 - d. The applicant has had other disciplinary action within the last six (6) months; or
 - e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
 - f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or
 - g. Appointment of the applicant would result in a violation of agency policy; or
 - h. Other conditions as stated below or agreed to by the Division Commander and the Staff Representative.
4. Other Guidelines for the Transfer Lists:
- a. When an employee has declined a transfer to the same location on two (2) occasions, he or she will be removed from the list for that location. The employee may reapply at anytime, understanding that he or she will be placed at the bottom of the list.
 - b. When an employee has accepted a transfer, he or she will be removed from all transfer lists. The employee may reapply at anytime, understanding that he or she will be placed at the bottom of the list.
 - c. No employee will be permitted to have his or her name on more than four (4) transfer lists at any time.
 - d. The Chief or designee will have the final approval on all transfer requests.
 - e. If there are no eligible transfer candidates available for a position, the Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation as long as the permanent employee has the skills and abilities to perform the duties of the position.
5. Acceptance or Rejection of Transfer or Promotion:
An employee will have a maximum of twenty-four (24) hours to accept or reject an offer.

6. Promotional Testing (CVEO2):
On a bi-annual or as needed basis, eligible CVEOs will be allowed to test for promotional opportunities. Upon request to WSP Human Resources Division, an employee will be advised of his/her test results.

4.12 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months.
2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 32](#). The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. If the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. An employee's probationary period will not be extended due to time spent on temporary layoff unless there is mutual agreement between the Employer and the employee.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be twelve (12) consecutive months, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the twelve (12) month probationary period

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for

which they have not previously attained permanent status, will serve a trial service period of twelve (12) consecutive months. The appointment letter will indicate the length of the trial service period. The Employer may reduce the trial service period to no less than six (6) consecutive months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. An employee's trial service period will not be extended due to time spent on temporary layoff unless there is mutual agreement between the Employer and the employee.
3. Any employee serving a trial service period may voluntarily revert to his or her former position within fifteen (15) days of the appointment, provided that the position has not been filled, abolished or an offer has not been made to an applicant.

An employee serving a trial service period may voluntarily revert at any time to a funded permanent position in the same classification as determined by the Employer that is:

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

The reversion option, if any, will use the order listed above, with the Employer determining the position the employee may revert to. The employee must have the skills and abilities required for the position. The reversion option will be within a reasonable commuting distance for the employee.

4. With prior written notice by the Employer, an employee who does not successfully complete his or her trial service period may be offered an opportunity to revert to a position in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the trial service employee's previously held job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

In either case, the employee being reverted must have the skills and abilities required for the vacant position.

5. Any unsuccessful employee who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.
6. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 32](#). An employee who is separated during his or her trial service period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation.

4.13 Return-to-Work Initiative Program

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

4.14 Interviews – WSDOT Only

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

4.15 Background Checks—Enhanced Drivers License LSRs

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

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

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

The performance evaluation process gives supervisors an opportunity to discuss performance goals and expectations with their employees and assess and review their performance with regard to those goals and expectations; and provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements.

To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems should be brought to the attention of the employee to give the employee the opportunity to receive any

needed additional training and/or to correct the problem before it is mentioned in an evaluation. Such discussions should be documented in the supervisor's file.

5.2 Evaluation Process

- A. Employee work performance will be evaluated prior to the completion of his or her probationary and trial service period and at least annually thereafter. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations at the beginning of the evaluation period, as well as notification of any modifications made during the review period.
- B. The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
 - 1. Reviewing the employee's performance;
 - 2. Identifying ways the employee may improve his or her performance;
 - 3. Updating the employee's position description, if necessary;
 - 4. Identifying performance goals and expectations for the next appraisal period; and
 - 5. Identifying employee training and development needs.
- C. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's written signature or electronic acknowledgment of the forms, and any comments by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.
- D. If an employee disagrees with his or her performance evaluation, the employee has the right to attach a rebuttal at any time.
- E. The evaluation process is subject to the grievance procedure. The specific content of performance evaluations are not subject to the grievance procedure in [Article 32](#).

ARTICLE 6 HOURS OF WORK

6.1 Definitions

- A. Engineering Employees

Overtime-eligible employees who work in positions in the Engineering Services and Engineering Technician bargaining units.

- B. Full-time Employees
Employees who are scheduled to work an average of forty (40) hours per workweek.
- C. Overtime-Eligible Position
An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.
- D. Overtime-Exempt Position
An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.
- E. Part-time Employees
Employees who are scheduled to work less than an average of forty (40) hours per workweek.
- F. Shift Employees
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift.
- G. Workday
One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.
- H. Work Schedules
Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.
- I. Work Shift
The hours an employee is scheduled to work each workday in a workweek.
- J. Workweek
A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive, twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the Appointing Authority. If there is a change in their workweek, employees will be given written notification by the Appointing Authority.

6.2 Determination

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

6.3 Overtime-Eligible Employees (Excluding Engineering Positions)**A. Regular Work Schedules**

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

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

C. Daily Work Shift Adjustment

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

If the Employer extends an overtime-eligible employee's daily work shift by more than two (2) hours on any given day, the Employer will not adjust another work shift or the employee's work schedule to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

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

[Washington State Patrol \(WSP\) employees will not be expected to report to work with less than nine \(9\) hours between shifts, except in extreme emergencies.](#)

D. Alternate Work Schedules

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

E. WSP Workweek Defined - Overtime-Eligible Shift Employees

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

F. Temporary Schedule Changes ~~(Excluding WSDOT Real Estate Services)~~

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

If the Employer makes a temporary change to the permanent work schedule of an overtime-eligible employee without giving at least three (3) days' notice of the change, employees will be paid for all time worked outside the scheduled hours or days at one and one-half (1 1/2) times their base rate for the duration of the notice period.

G. Permanent Schedule Changes ~~(Including WSDOT Real Estate Services)~~

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

If the Employer changes the permanent work schedule of an overtime-eligible employee without giving at least seven (7) days' notice of the change, employees will be paid for all time worked outside the scheduled hours or days at one and one-half (1 1/2) times their base rate for the duration of the notice period.

H. When changes in overtime-eligible employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days unless the Employer deems the employees are unable to perform satisfactorily as a result of excessive hours or the work that normally would have been performed within the scheduled hours or days cannot be performed. The Employer is not obligated to pay for those scheduled hours

or days unless the employee is on paid leave. Overtime pay and shift or schedule change penalty pay will not be paid for the same incident.

I. Emergency Schedule Changes

The Employer may adjust an overtime-eligible employee's workweek and work schedule without prior notice in emergencies, for highway snow, ice or avalanche removal, or extraordinary unforeseen operational needs.

J. Employee-Requested Schedule Changes

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

6.4 **Overtime-Eligible Engineering Employee Work Schedules**

A. Regular Work Schedules

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

B. Daily Work Shift Adjustment

The employer may adjust an overtime-eligible engineering employee's daily start and/or end time(s) by two (2) hours. Penalty pay will not be paid for any daily work shift adjustment.

C. Alternate Work Schedules

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

D. Temporary Schedule Changes

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

will receive three (3) calendar days' written notice of any temporary schedule change. Failure to provide the proper notice under this provision will result in payment at one and one-half (1 1/2) times their base rate for the duration of the notice period not to exceed eight (8) hours. This payment will not be paid for any portion of the temporary schedule change that overlaps the employee's regular work schedule and/or shift. Daily work shift adjustments, as defined in [Subsection 6.4 B](#) or extensions in the hours of work of an employee's daily work schedule and/or shift or a return to the employee's regular work schedule and/or shift do not constitute a temporary schedule change.

E. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible engineering employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice. Failure to provide the proper notice under this provision will result in payment at one and one-half (1 1/2) times their base rate for the duration of the notice period not to exceed eight (8) hours. This payment will not be paid for any portion of the permanent schedule change that overlaps the employee's original schedule and/or shift. Adjustments or extensions in the hours of work of an employee's daily work schedule and/or shift do not constitute a permanent schedule change.

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

G. Emergency/Unforeseen Schedule Changes

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

H. Employee-Requested Schedule Changes

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

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

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

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

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

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

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

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

6.5 Overtime-Eligible Unpaid Meal Periods

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

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by [WAC 296-126-092](#). Employees will be allowed rest periods of fifteen (15) minutes for each one-half (1/2) shift of four (4) or more hours worked at or near the middle of each one-half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.8 Positive Time Reporting – Overtime-Eligible Employees

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

6.9 Overtime-Exempt Employees

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

- A. The Employer determines the products, services and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Appointing authorities may approve overtime-exempt employee accrual of exchange time for extraordinary and excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours.

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

- E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

6.10 Clean up Time

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

6.11 WSP Shift Coverage, Bidding and Assignment

A. Shift Coverage

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

B. Shift Bidding

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

1. Locations Not Currently Bidding Shifts:

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

2. Locations Currently Bidding Shifts:

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

- a. All votes require fifty-five percent (55%) consent to pass. A non-vote or no preference vote is a "no" vote.
- b. By mutual agreement between the Employer and employees in each location, bid duration will be for three (3) months, six (6) months, or the entire year.

- c. The Employer can use up to twenty-five percent (25%) of the shifts as rotating shifts if necessary. In addition to the twenty-five percent (25%), the Employer may assign probationary employees to rotating shifts for up to one (1) year.
- d. Vacated or newly established shifts will not be available for bidding until the next bid cycle. An employee transferring into a location utilizing a shift bidding process will be scheduled into the vacated or new shift for the remainder of the current bidding period. A newly hired employee may be scheduled into the vacated or new shift for the remainder of the current bidding period.

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

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

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

3. Communications Officers and Communications Officer Assistants
Shift Bidding:

- a. Bidding will be by unbroken seniority in the classification, then by unbroken seniority in the bargaining unit. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift.
- b. Employees working in tandem will bid based on the most senior tandem employee's seniority in accordance with Subsection (a) immediately above.
- c. Employees who complete trial service for six (6) months or less in state service outside of the bargaining unit, including six (6) months or less in an exempt position, will be accorded unbroken seniority in the classification and bargaining unit upon return to their previous classification.
- d. If a CO2 reverts or voluntarily demotes to a CO1 they will be accorded all unbroken time (including all previous CO1 and CO2 time) for shift bidding purposes.

- e. If a CO1 elevates or promotes back to the CO2 classification they will be accorded all previous CO2 time for shift bidding purposes, but will not be accorded previous CO1 time for such purposes.
4. CVO/CVEO Shift Bidding:
Bidding will be by seniority within the bargaining unit based upon total unbroken, permanent status. If two (2) or more employees have the same seniority date, ties will be broken by lot for each shift.
5. WSP Information Technology Specialist Shift Bidding:
Bidding will be by seniority that is based on an employee's length of unbroken state service within the work unit (WSP IT Division Customer Services Tier 1). Temporary assignments with WSP will not be considered a break in service for the purpose of shift bidding. If two (2) or more employees have the same seniority date, ties will be broken in the following order:
 - a. Longest continuous time with the agency;
 - b. Longest continuous time in state service;
 - c. By lot.
6. Vote on Fifty-Six (56) Day Shift Rotation:
If a station does not bid shifts, employees may vote to request an extension of the shift rotation to fifty-six (56) days. The vote will be conducted under the same guidelines in Subsection 2, above. Employees will submit the request to the immediate supervisor for discussion. If the supervisor approves the request, he or she will forward the request up the chain of command for approval or denial. A denial will be in writing and state the reason(s). A request may be granted on a trial basis. The Employer may discontinue its approval with thirty (30) calendar days' notice to affected employees with an explanation.
7. Staff Meetings for Shift Employees:
No employee will be required to return to work for a meeting if the employee has just worked a graveyard shift, unless the meeting takes place within one (1) hour of the end of the shift or within four (4) hours before the beginning of the next graveyard shift. The Employer will make all best efforts to schedule training for graveyard shift consistent with the above.
8. Multiple Shift Assignments within a Workweek:
No employee will be required to work all three (3) shifts (day, swing, and graveyard) during a workweek.

6.12 Licensing Services Office Weekly Schedules

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

ARTICLE 7 OVERTIME

7.1 Definitions

A. Overtime

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

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

B. Overtime Rate

In accordance with the applicable wage and hour laws, the overtime rate will be one and one-half (1 1/2) of an employee's regular rate of pay. The regular rate of pay will not include any allowable exclusions.

C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside of normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave.
4. Sick leave.
5. Compensatory time.
6. Holidays.
7. Any other paid time not listed below.

D. Work does not include:

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

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

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

7.3 Overtime Computation

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

7.4 General Provisions

- A. The Employer will determine whether work will be performed on regular work time or overtime (except as modified in [Article 6](#), Hours of Work, of this Agreement) the number of employees, the skills and abilities of the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently working. Supervisors will make a reasonable effort to assign overtime on a rotational basis within these guidelines.
- B. In the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

- C. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime and penalty pay.
- D. WSP COs Only
Overtime will be offered to communications center employees from a shift compatible with the operational need (i.e., normally the same type of shift) on the basis of seniority in the classification in the bargaining unit, unless:
1. The overtime is a shift extension, in which case seniority of those working in the communications center at the time of the shift extension will be the determining factor, and
 2. Employees will be called on days off, but calls to employees on vacation leave will be avoided. Where possible, callback will be avoided.
 3. The assignment of overtime will be made with due regard for the welfare, health, and safety of the employees as well as the operational needs of the Employer to assure that services are provided in a safe and effective manner.
 4. Employees will not be required to work in excess of twelve (12) hours in any twenty-four (24) hour period except in an extreme emergency or in the case of a regular shift change.

7.5 Compensatory Time for Overtime-Eligible Employees

- A. Compensatory Time Eligibility
Overtime-eligible employees may choose compensatory time in lieu of cash payment for overtime. Compensatory time must be granted at the rate of one and one-half (1 1/2) hours of compensatory time for each one (1) hour of overtime worked.
- B. Maximum Compensatory Time
Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.
- C. Compensatory Time Use
Agencies may allow an employee to use accrued vacation leave prior to using their compensatory time. Agencies will allow an employee to use their accrued vacation leave before using their compensatory time when it will result in a loss of their accrued vacation leave. Compensatory time will be used and scheduled in the same manner as vacation leave, as in [Article 11](#), Vacation Leave. An employee may use compensatory time for Domestic Violence Leave.

D. Compensatory Time Cash Out

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

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

ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

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

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

8.3 Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than ~~four (4)~~ eight (8) hours inclusive of travel time. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

8.4 Tuition Reimbursement

A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.

B. Agencies will reimburse eligible employees who provide proof of satisfactory completion of a course that was previously approved for tuition reimbursement.

- C. Agency funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies or other school expenses, except in accordance with agency policy.
 - D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed.
- 8.5** The Department of Transportation continues its commitment to support engineering employees in the attainment of their EIT and PE certifications.
- 8.6** WSDOT will attempt to cross-train employees between disciplines.
- 8.7 Developmental Job Assignments**
- A. Employers may make the following planned training assignments for employee career development without incurring reallocation or compensation obligations:
 - 1. Performance of responsibilities outside the union bargaining units and the current job classification series on a time-limited basis.
 - 2. Intra-agency rotational or special project assignments.
 - B. The Employer and the employee must agree in writing to the assignment in advance, including time limits, which will not exceed more than twelve (12) months. If an employee's request for a developmental job assignment is denied, an explanation will be provided to the employee. The decision is final and is not subject to [Article 32](#), Grievance Procedure.
 - C. Unless otherwise mutually agreed, the employee shall have the right to return to her/his previous assignment.
- 8.8** During the term of this agreement and at a time convenient to the Employer, employees may attend a Department of Retirement Systems retirement planning seminar during work hours.

ARTICLE 9

DEVELOPMENTAL ADVANCEMENT

For the Department of Transportation, Transportation Technician 1, Transportation Technician 2 and Transportation Planning Technician 1 will be granted developmental advancement after satisfactory completion of time in grade [and](#); the required training courses ~~and passing a promotional examination~~.

ARTICLE 10 HOLIDAYS

10.1 Paid Holidays

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

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

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

10.2 Holiday Rules

The following rules apply to all holidays except the personal holiday:

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 7](#), Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:
 1. When a holiday falls on a Saturday, the Friday before will be the holiday.
 2. When a holiday falls on a Sunday, the following Monday will be the holiday.
- D. For full-time employees who do not have a Monday-through-Friday work schedule:
 1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.

2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.
 3. Upon approval, an employee may schedule an alternate day off as his or her holiday as long as the requested day off falls within the same pay period as the holiday or in either workweek adjacent to that pay period.
- E. The holiday for night shift employees whose work schedules begin on one calendar day and ends on the next will be determined by the agency. It will start either at:
1. The beginning of the scheduled night shift that begins on the calendar holiday, or
 2. The beginning of the shift that precedes the calendar holiday.
- The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.
- F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (but not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. A full-time employee will qualify for holiday compensation if he/she is employed before the holiday and is in pay status:
1. For the entire work shift preceding the holiday; or
 2. For at least eighty (80) non-overtime or non-standby hours during the month, not counting the holiday.

10.3 Personal Holidays

An employee may select one (1) workday as a personal holiday during the calendar year if the employee has been or is scheduled to be continuously employed by the state for more than four (4) months.

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday, provided:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon an earlier date, and
 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.
- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave, in accordance with [Article 13](#), Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- H. Upon request, an employee will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, [WAC 296-130](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- I. Upon request, an employee will be approved to use part or all of his or her personal holiday as provided for by the Military Family Leave Act, [RCW 49.77](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- J. Upon request, an employee will be approved to use part or all of his or her personal holiday as provided for by the Domestic Violence Leave Act, [RCW 49.76](#). Any portion of a personal holiday that remains will be taken

by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3 B, C, and D](#) above.

ARTICLE 11 VACATION LEAVE

11.1 Vacation Leave Credits

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

11.2 Vacation Leave Accrual

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

11.3 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first and second years of current continuous employment	One hundred twelve (112)
During the third years of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth, and sixth, years of total employment	One hundred thirty-six (136)
During the seventh, eighth, and ninth, years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty-fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

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

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

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

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

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

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

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

11.5 Vacation Scheduling for DOL-LSRs

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

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

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

11.6 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments. At the employee's discretion, vacation leave may be used by the employee

in all circumstances where another form of leave may be granted, excluding compensatory time in accordance with [Article 7](#), Overtime, [Subsection 7.4.C](#).

- B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.
- C. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing. Vacation leave may be approved on short notice.
- D. Vacation leave will be approved for parental leave in accordance with [Article 14](#), Family and Medical Leave.
- E. Employees will not request or be authorized to take scheduled vacation leave if they will not have sufficient paid leave (vacation leave, personal holiday, compensatory time or exchange time) to cover such absence.

11.7 Family Care

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

11.8 Military Family Leave

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

11.9 Domestic Violence Leave

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

11.10 Vacation Cancellation

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

11.11 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum;

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, an employee's

vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.

- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.12 Separation

Any employee who has been employed for at least six (6) continuous months will be entitled to payment for vacation leave credits when they:

- A. Resign with adequate notice,
- B. Retires,
- C. Are laid-off, or
- D. Are terminated by the Employer.

In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 12 SICK LEAVE

12.1 Sick Leave Accrual

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

12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, for personal medical or dental appointments, and for reasons allowed under [RCW 49.46.210](#).
- B. To provide care for family members as required by the Family Care Act, [WAC 296-130](#) and as allowed under [RCW 49.46.210](#). [A family member is defined as a:](#)

1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
 2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
 3. Spouse;
 4. Registered domestic partner as defined by RCW 26.60;
 5. Grandparent;
 6. Grandchild; or
 7. Sibling
- C. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined by [WAC 296-128-600 \(8\)](#), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.
- ~~ED~~. Qualifying absences for Family and Medical Leave ([Article 14](#)).
- ~~FE~~. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- ~~GF~~. Preventative health care of relatives or household members, up to one (1) day for each occurrence. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. A relative is defined to include an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.
- ~~HG~~. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.
- ~~HI~~. Up to fifteen (15) days, per deployment, for leave for Military Family Leave as provided for by [RCW 49.77](#) and in accordance with [Article 19.8](#).
- ~~JI~~. Leave for Domestic Violence as provided for by [RCW 49.76](#).

12.3 Use of Compensatory Time or Vacation Leave for Sick Leave Purposes

The Employer will allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave. An employee may be denied the ability to use compensatory time or vacation leave for sick leave purposes if the employee has documented attendance problems.

12.4 Restoration of Vacation Leave

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

12.5 Sick Leave Reporting and Verification

- A. An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee shall notify his or her supervisor as soon as possible, and must provide at least two (2) hours' notice prior to his or her scheduled time to report to work (excluding leave taken in accordance with Domestic Violence Leave). The supervisor may engage in a conversation with the employee regarding the potential duration of their absence but will not inquire regarding specific medical information that is protected by law.
- B. If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. The employer will notify the employee of the basis for the suspected abuse. Upon the employee's written request, the Employer will consider removal from medical verification requirement and respond to the request in writing.
- C. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
- D. Medical certification or verification required for employees in overtime-eligible positions shall be in accordance with [RCW 49.46.210](#) and [WAC 296-128-660](#) and this agreement.

12.6 Sick Leave Annual Cash Out

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

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

- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

12.7 Sick Leave Separation Cash Out

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

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

12.8 Re-employment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

12.9 Carry Forward and Transfer

When an employee moves from one state agency to another, regardless of status, the employee's accrued sick leave will be transferred to the new agency for the employee's use.

ARTICLE 13 SHARED LEAVE

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

- A. State employees may donate vacation leave, sick leave or personal holidays to a fellow state employee who is:
 - 1. Called to service in the uniformed services;

2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
 3. Taking parental leave to bond with their newborn, adoptive or foster child;
 4. Sick or temporarily disabled because of pregnancy and/or child birth;
 - ~~53.~~ A victim of domestic violence, sexual assault, or stalking;
 - ~~64.~~ Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition.
- B. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday.
- C. For purposes of the state leave sharing program, the following definitions apply:
1. “Domestic violence” means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in [RCW 26.50.010](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.
 2. “Employee” means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
 3. Employee’s “relative” is limited to the employee’s spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child, stepchild, grandchild, sibling, grandparent, parent, or stepparent.
 4. “Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
 5. “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for

adoption or foster care, for a period of up to sixteen (16) weeks after the birth or placement.

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

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

86. “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.

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

108. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).

119. “Stalking” has the same meaning as in [RCW 9A.46.110](#).

120. “Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

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

- A. The employee’s agency head or designee determines that the employee meets the criteria described in this Section.
- B. 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 Articles within this contract.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Articles within this contract.

D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Articles within this contract.

E. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsection 13.3.A.5.

~~FE.~~ A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 13.3 A.3.

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

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

A. The receiving employee:

1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
2. Has been called to service in the uniformed services; or
3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
4. Is a victim of domestic violence, sexual assault, or stalking.

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

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

1. Go on leave without pay status; or
2. Terminate state employment.

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

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

1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 13.3 A.1; or
2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Subsection 13.3 A.2.;
3. Vacation leave and personal holiday if the employee qualifies under Subsection 13.3 A.3, or 13.3 A.4.
4. Personal holiday and compensatory time if the employee qualifies under Subsection 13.3.A.5. The employee under this Subsection can retain in reserve up to forty (40) hours each of vacation 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.

13.4 The agency head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment, except that, the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. Shared leave received under the uniformed service shared leave pool in [RCW 41.04.685](#) is not included in this total. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

- 13.5** A. The agency head or designee will require the employee to submit, prior to approval or disapproval:
1. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 13.3 A.1;
 2. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 13.3 A.2;
 3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3 A.3;
 4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 13.3 A.4.
 5. Verification of child birth of placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 13.3.A.5.
- B. To the extent allowed by law, the agency will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee.
- C. Where possible, the agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.
- 13.6** Any donated leave may only be used by the recipient for the purposes specified in this Article.
- 13.7** The receiving employee will be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with the Office of Financial Management policies, regulations and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave required will be coded as shared leave and be maintained separately from all other leave balances.
- 13.8** A. All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 13.3 A.1.

- B. 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 13.3 A.2, 13.3 A.3, or 13.3 A.4.
- C. For shared leave qualified under Subsection 13.3.A.5, 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 that is over forty (40) hours in each category.
- 13.9** 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 head or designee receives a doctor's statement verifying the injury or illness is resolved; or
 2. The employee is released to full-time employment; has not received additional medical treatment for his or her 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.
- 13.10** 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.
- 13.11** 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.
- 13.12** The agency will maintain records that contain sufficient information to provide for legislative review.
- 13.13** An employee who uses leave that is transferred under this Article will not be required to repay the value of the leave that he or she used.

ARTICLE 14 FAMILY AND MEDICAL LEAVE

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

The parties recognize that the WFLS (RCW 49.78) is repealed and is only effective until December 31, 2019; therefore, any referenced to WFLA or the provisions of WFLA in this Article expire on December 31, 2019.

14.2 Washington Family Medical Leave Program effective January 1, 2020

The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with 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 that are repealed are consider by the parties to be expired and no longer in effect upon the effective date of their repeal.

~~14.3~~ A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the Washington state Family Leave Act (WFLA) of 2006 and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA/WFLA leave in a twelve (12) month period for one or more of the following reasons 1-4:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. FMLA/WFLA leave to care for a spouse, son, daughter, parent, or domestic partner as defined by [RCWs 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) weeks of FMLA;
4. FMLA/WFLA leave for a qualifying exigency when the employee's spouse, child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and

legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings;

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

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

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

- B. Entitlement to FMLA/WFLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

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

14.53 The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA/WFLA. The employee will be required to pay his or her share of health care premiums.

14.64 The Employer has the authority to designate absences that meet the criteria of the FMLA/WFLA. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for an FMLA/WFLA qualifying event will run concurrently with, not in addition to, the use of the FMLA/WFLA leave for that event. The use of paid or unpaid leave will be at the employee's option. However, any employee using paid leave for a family medical leave qualifying event must follow the notice requirements relating to family medical leave usage in addition to any notice and certification relating to paid leave.

- 14.75 The Employer will use forms designated by the United States Department of Labor in the administration of FMLA.
- 14.86 A. Parental leave will be granted to the employee for the purpose of bonding with his or her newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA/WFLA during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA/WFLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in [Article 32](#).
- B. Parental leave may, at the employee's option, be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Sick leave may only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.
- 14.97 The Employer may require certification from the employee's, the family member's, or covered service member's health care provider for the purpose of qualifying for FMLA/WFLA.
- 14.108 Personal medical leave or serious health condition leave or serious injury or illness leave covered by FMLA/WFLA may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 14.119 Upon returning to work after the employee's own FMLA/WFLA qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.
- 14.120 An employee returning from FMLA/WFLA leave will have return rights in accordance with FMLA and WFLA.
- 14.131 The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA/WFLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee shall provide such notice as is reasonable and practicable.
- 14.142 Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA/WFLA or Washington state family leave laws.
- 14.153 Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the disability. Such

leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time, and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

ARTICLE 15

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

- 15.1** If the Employer decides that a state office or work location is non-operational or inaccessible due to severe inclement weather or natural disaster, or conditions caused by severe inclement weather or natural disaster, or other emergency circumstances the following will apply:
- A. Non-emergency employees may be released with no loss of pay during the disruption of services.
 - B. Non-emergency employees may be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services.
 - C. At the discretion of the Employer, non-emergency employees may be subject to a temporary layoff consistent with [Subsection 36.5](#) of [Article 36](#), Layoff and Recall, of this Agreement.
- 15.2** Employees who work their normal hours during the disruption will not receive additional compensation.
- 15.3** If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:
- A. Any earned compensatory time, accrued vacation leave, and/or Personal Holiday.
 - B. Accrued sick leave, up to three (3) days in a calendar year, provided the employee has first exhausted all of his/her accrued leave in Section A immediately above.

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

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

- 15.4** Employees who report to work late due to severe inclement weather will be allowed up to one (1) hour of paid time. Section 15.3 will apply to any additional late time.

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

ARTICLE 16 MISCELLANEOUS LEAVE

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

- A. Examinations or interviews for state employment;
- B. To receive assessment from the Employee Assistance Program;
- C. To serve as a member of a jury; or
- D. To appear in court or an administrative hearing, as specifically provided below.
- E. Bereavement leave may be used for a death of any relative that requires the employee's absence from work. Leave for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), significant other, ~~child, son, daughter~~, stepchild, grandchild, foster child, ~~custodial child, unborn or miscarried child, child-in-law~~ ~~son-in-law, daughter-in-law~~, grandparent, parent, stepparent, ~~sibling~~ ~~brother, sister, sibling-in-law~~ aunt, uncle, niece, nephew, first cousin, ~~brother-in-law, sister-in-law~~ and corresponding relatives of employee's spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), or significant other.

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

- F. For life-giving procedures, when approved in advance
When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets,

organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee 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.

16.2 Examinations/Interviews

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

16.3 Employee Assistance Program

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

16.4 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of their jury summons.

16.5 Witness/Subpoena

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

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

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

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

16.7 Personal Leave Day

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

1. The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor. However, the supervisor has the discretion to allow a shorter notice period.
 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
 3. For positions requiring backfill or relief, the release from duty will not cause an increase in agency costs due to the need to provide coverage for the employee's absence.
- C. Personal leave may not be carried over from one (1) fiscal year to the next.
- D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- E. Upon request, an employee will be approved to use part or all of his or her personal leave day for:
1. The care for family members as required by the Family Care Act, [WAC 296-130](#);
 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 19.8](#); or
 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

ARTICLE 17

DISASTER SERVICES – VOLUNTEER LEAVE

- 17.1** An agency head may grant an employee who is a member of a volunteer emergency response team and is trained in disaster recovery by the American Red Cross or similar relief or disaster recovery organization and whose services are requested in writing by the organization, paid leave during his or her scheduled work time for up to ten (10) working days in a calendar year for unpaid volunteer service under the following circumstances:
- A. The Governor has declared that immediate action is needed to preserve public health, protect life, protect public property, or provide relief to a stricken community; or
 - B. Pursuant to [RCW 43.06.010](#), the Governor has proclaimed a state of emergency.

- 17.2** An employee granted Disaster Services Volunteer Leave will not be an employee of the State of Washington for purposes of workers' compensation. In addition, employees will not be entitled to overtime, compensatory time, exchange time, travel reimbursement or per diem while on Disaster Services Volunteer Leave from the State of Washington.
- 17.3** Disaster Services Volunteer Leave not used during the calendar year will expire and cannot be carried over to the next calendar year.
- 17.4** An employee who has been granted Disaster Services Volunteer Leave cannot utilize any state equipment or resources without prior authorization of the agency head.
- 17.5** Decisions regarding the granting or denial of Disaster Services Volunteer Leave is not subject to the grievance procedure in [Article 32](#).

ARTICLE 18

UNIFORMED SERVICE SHARED LEAVE POOL

18.1 Purpose

The uniformed service shared leave pool allows state employees to donate leave to be used as shared leave to fellow state employees called to service in the uniformed services. Employee participation will be voluntary at all times. The Military Department, and Office of Financial Management administer the pool.

18.2 Definitions

For purposes of this Article only, the following definitions apply:

- A. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. "Military salary" includes base, specialty and other pay, but does not include allowances like the basic allowance for housing.
- C. "Monthly salary" includes monthly salary, special pay and shift differential, or the monthly equivalent for hourly employees. "Monthly salary" does not include overtime pay, callback pay, standby pay or performance bonuses.
- D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

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

18.3 Participation

- A. An employee may be eligible to receive leave from the uniformed service shared leave pool under the following conditions:
1. The employee is entitled to accrue vacation leave, sick leave, or a personal holiday.
 2. The employee has been called to service in the uniformed services.
 3. The call to service has caused, or is likely to cause, the employee to go on leave without pay status or terminate state employment.
 4. The employee’s absence and the use of shared leave are justified.
 5. The employee has depleted or will shortly deplete his or her vacation leave and paid military leave allowed under [RCW 38.40.060](#).
 6. The employee has followed agency rules regarding military leave.
- B. An employee may donate vacation leave, sick leave, or all or part of a personal holiday to the uniformed service shared leave pool under the following conditions:
1. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee’s vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
 2. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee’s sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
 3. The donating employee may donate all or part of a personal holiday.

18.4 Process

- A. Employees requesting to donate to or receive leave from the uniformed service shared leave pool must follow their agency policies and procedures addressing uniformed service shared leave.

- B. Employees requesting to receive leave from the uniformed service shared leave pool must also comply with the Military Department procedures for requesting and receiving leave from the uniformed service shared leave pool. Employees requesting leave from the uniformed service shared leave pool should provide to their agency head or designee an earnings statement verifying military salary and orders of service, most current state leave and earnings statement, a completed uniformed service shared leave pool recipient request form, and notification of any change. The employee must also provide copies of earnings statements and orders of service when requested by the Military Department.
- C. Shared leave may not be granted unless the pool has a sufficient balance to fund the requested leave for the expected term of service.
- D. Shared leave, in combination with military salary, will not exceed the level of the employee's state monthly salary. Up to eight (8) hours per month of shared leave may be withdrawn and used to continue coverage under the Public Employees' Benefit Board, regardless of the employee's monthly salary and military salary.
- E. The receiving employee continues to be classified as a state employee and receives the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation or sick leave.
- F. Agencies will investigate any alleged abuse of the uniformed service shared leave pool. If there is a finding of wrongdoing the employee may be required to repay all of the shared leave received from the pool.

ARTICLE 19

LEAVE WITHOUT PAY

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

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

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

- A. Conditions applicable for leave with pay.
- B. Educational leave.
- C. Child and elder care emergencies.

- D. Governmental Service Leave.
- E. Seasonal career employment.
- F. Reducing the effects of a layoff ([Article 36](#)).
- G. Union Activities ([Article 31](#)).
- H. Citizen Volunteer or Community Service Leave.
- I. Leave as a reasonable accommodation.
- J. As otherwise provided for in this Agreement.

19.3 Limitations

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

19.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The Employer and employee may enter into a written agreement regarding return rights at the commencement of leave.

19.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take vacation leave, sick leave, or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave, sick leave, or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will not run concurrently with the FMLA. Notwithstanding Section 14.1 of [Article 14](#), Family and Medical Leave, the Employer may separate an employee in accordance with [Article 34](#), Reasonable Accommodation and Disability Separation.

19.6 Military Leave

In addition to the twenty-one (21) days of paid leave granted to employees for required military duty, or to take part in training or drills including those in the National Guard or state active status, unpaid military leave will be granted in accordance with [RCW 38.40.060](#) and applicable federal law. Employees on military leave will be reinstated as provided in [RCW 73.16](#) and applicable federal law.

19.7 Volunteer Firefighting Leave

Leave without pay will be granted when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster, or medical emergency.

19.8 Military Family Leave

Leave without pay will be granted for up to fifteen (15) days, per deployment, to an employee whose spouse or domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#) is on leave from deployment or before and up to deployment, during a period of military conflict. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or domestic partner will be on leave or of an impending call to active duty.

19.9 Domestic Violence Leave

Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

19.10 Educational Leave

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

19.11 Child and Elder Care Emergencies

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

19.12 Seasonal Career Employment

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

19.13 Governmental Service Leave

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps. Employees returning to state service from authorized governmental service leave must apply in the same manner and time limits as persons returning from military leave.

19.14 Citizen Volunteer or Community Service Leave

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

19.15 Unpaid Leave for Reasons of Faith or Conscience

Leave without pay will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) workdays per calendar year in accordance with [RCW 1.16.050](#) and as provided below.

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by [WAC 82-56](#) or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious domination, church or religious organization.

ARTICLE 20 SAFETY AND HEALTH

- 20.1** The Employer, employee and Union have a significant responsibility for workplace safety.
- A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act. (WISHA). Reference: <http://www.lni.wa.gov/>.
 - B. Employees will comply with all safety practices and standards established by the Employer.
 - C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner. The parties recognize the importance of a safe and healthy workplace, and will work together to address incidents involving pandemic diseases in the workplace.
- 20.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and take other safety issues to their safety committee and/or safety

officer for review and action, as necessary. The Employer will address reported unsafe working conditions and take appropriate action.

- 20.3** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use.
- 20.4** Each agency will form joint safety committees in accordance with WISHA requirements. Meetings will be conducted in accordance with [WAC 296-800-13020](#). Committee recommendations will be forwarded to the appropriate authority for review and action, as necessary.

ARTICLE 21 UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms

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

21.2 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees may be responsible for reimbursing the Employer for any provided tool or equipment damaged due to negligence or lost by the employee.

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

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

ARTICLE 22 DRUG AND ALCOHOL FREE WORKPLACE

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

22.2 Possession of Alcohol and Illegal Drugs

- A. Employees may not use or possess alcohol in state vehicles, on agency premises, or other governmental or private worksites where employees are

assigned to conduct official state business, except when the premises are considered residences.

- B. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

22.3 Prescription and Over-the-Counter Medications

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

22.4 Drug and Alcohol Testing – Safety Sensitive Functions

- A. Employees required to have a Commercial Driver’s License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current agency policy.
- B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with agency policy. For the purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms.

22.5 Reasonable Suspicion Testing

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

Examples of specific objective grounds may include:

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

B. Referral

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

C. Testing

1. When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.
2. Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.
3. An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, as outlined in [Article 29](#), Discipline, up to and including dismissal based on the incident that prompted the testing, including a violation of the drug and alcohol free workplace rules.

22.6 Training

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

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

ARTICLE 23

TRAVEL AND PER DIEM

23.1 Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management (OFM) and agency policy.

23.2 Official Duty Station

Each bargaining unit employee will be assigned an official duty station in accordance with OFM travel regulations. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty-five (35) miles (one-way) in addition to the current commute, the employee may exercise his or her rights under [Article 36](#), Layoff and Recall.

23.3 Continual Travel – Return Rights

A. Employees assigned duties requiring continual travel away from their official duty station will be so advised prior to their selection to fill such positions. Employees who are assigned duties requiring continual travel will normally be provided the opportunity to return to the official duty station each week. Travel time for such returns will be considered time worked.

B. Employees who are assigned temporary out-of-state assignments will be allowed to return home every three (3) weeks. The cost of such travel will be paid by the Employer.

23.4 Illness or Injury During Travel

Whenever an employee in travel status takes leave due to incapacitation from illness or injury, reimbursement for subsistence and lodging will continue. The Employer will transport the employee to the employee's residence or to a hospital if the employee's continued welfare is in jeopardy.

23.5 Holiday – Returns

When a holiday occurs on Tuesday, Wednesday, or Thursday, employees on temporary duty overnight may elect to remain at the temporary workstation and receive per diem. If the employee elects to return home for the holiday, travel to and from will be work time not to exceed two (2) hours outside a single work shift. In this event, the Employer will provide transportation.

23.6 Use of Vehicles

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

The Employer may allow employees, with prior approval, to return directly to their home following assignment at a non-permanent work location with the agency

vehicle returned to the permanent site the next day, when the distance from the non-permanent site to the employee's home is less than the mileage to the permanent site.

ARTICLE 24

COMMUTE TRIP REDUCTION AND PARKING

- 24.1** The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.
- 24.2** Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.
- 24.3** The Employer may approve telework agreements consistent with agency policy as well as business and customer service needs.
- 24.4** During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of June 30, 2005.
- 24.5** The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#).

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

- A.** All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce, and Snohomish Counties will receive a card for travel on public transportation known as a "One Regional Card for All", otherwise known as an ORCA card. Travel via ferry is specifically excluded from this benefit.
- B.** All benefit eligible bargaining unit employees assigned an official duty station in King, Pierce, and Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars (\$50.00) of the per monthly cost.

ARTICLE 25

LICENSURE AND CERTIFICATION

- 25.1** The Employer and the Union recognize the necessity for employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.
- 25.2** Agencies will continue their agency policy and/or practices related to licensure and certification.

- 25.3** Employees will notify their Appointing Authority or designee if their work related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift.
- 25.4** If the possession of a valid driver license and operating a motor vehicle is an essential function for the employee's position, the employee will, prior to their next scheduled shift, notify their supervisor of any driving citations involving controlled substances or alcohol.

ARTICLE 26

AGENCY POLICIES

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

ARTICLE 27

PERSONNEL FILES

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

file. The Employer may retain this information in a legal defense file and it will only be released or used when required by a regulatory agency (acting in their regulatory capacity) in the defense of an appeal or legal action, or as otherwise required by law. If the agency is required to release such materials under a Public Disclosure Request, the employee will be notified prior to the agency release of such information.

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

ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

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

ARTICLE 29 DISCIPLINE

- 29.1** The Employer will not discipline any permanent employee without just cause.
- 29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

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

Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative.

The role of the representative is to provide assistance and counsel to the employee and cooperate with the investigation, and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

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

- 29.4** Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee in writing of the reasons for the contemplated discipline and an explanation of the evidence. The Employer will provide the Union with a copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre disciplinary meeting with the Employer will be considered time worked.
- 29.5** The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in [Article 32](#). The Employer will provide an employee

with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion. If grieved, the effective date of the discipline will be considered the occurrence giving rise to the grievance. Oral and written reprimands, however, may only be processed through the agency head step of the grievance procedure.

29.6 Removal of Documents

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

ARTICLE 30

PRESUMPTION OF RESIGNATION

30.1 Unauthorized Absence

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive work days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at his or her contact phone number and any emergency contacts on file with the Employer.

30.2 Notice of Separation

When an employee's resignation is presumed in accordance with [Section 30.1](#) above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such

notice will include information regarding eligibility for continuation of medical benefits.

30.3 Petition for Reinstatement

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

30.4 Grievability

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

ARTICLE 31 UNION ACTIVITIES

31.1 Representation

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

31.2 Staff Representatives

- A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
- B. Staff representatives may have access to the Employer's offices or facilities in non-work areas, as designated by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. The staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

31.3 Union Stewards

- A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction within the bargaining unit for which they are responsible. The Union will maintain the list. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

- B. Union stewards will be provided reasonable time during their normal working hours to investigate and process grievances in accordance with [Article 32](#), Grievance Procedure. In addition, union stewards will be released during their normal working hours to prepare for and attend meetings scheduled by management which are located within the steward's office, facility, or geographic jurisdictional area for the following representational activities:
1. Management-scheduled investigatory interviews and pre disciplinary meetings, in accordance with [Article 29](#), Discipline, and/or
 2. Fifteen (15) minutes to orient new employees at their work site.
 3. Management-scheduled informal grievance resolution meetings, grievance meetings, mediation sessions and arbitration hearings in accordance with [Article 32](#), Grievance Procedure.
 4. Meetings with an employee or union staff to discuss a potential grievance.
 5. At the request of an employee, where he or she has a right to representation in accordance with [Article 31.1](#).

The union steward will obtain approval from his or her supervisor before attending any meeting during the steward's working hours. Notification will include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the union steward's non-work hours will not be considered as time worked and no overtime will be authorized. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

- C. If the amount of time a union steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified immediately.
- D. The Union will be allowed to make up to a thirty (30) minute presentation at DOL/WSP in-service training(s).

31.4 Employees

- A. With prior approval from his or her supervisor, an employee will be provided reasonable time during their normal working hours to attend:

1. Informal grievance resolution meetings, grievance meetings, mediation sessions and arbitration hearings scheduled by the Employer in accordance with [Article 32](#), Grievance Procedure.
 2. Meetings with a union steward and/or staff representative to discuss a potential grievance.
- B. An employee will be provided work time to attend an investigatory interview and/or pre-disciplinary meeting scheduled by the Employer in accordance with [Article 29](#), Discipline.
- C. An employee must obtain prior approval from his or her supervisor in order to attend a meeting or hearing. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site unless authorized by the agency.
- D. For WSP CVEO/CVO
In the event an employee is involved in the use of ~~lethal~~ force, the Employer will attempt to contact a union representative and inform him/her that a ~~lethal~~ use of force incident has occurred, the name of the involved employee, and the location of the incident. A supervisor at the scene will allow the employee to use Agency equipment to consult with a union representative. Employees involved in the use of ~~lethal~~ force will be allowed to consult with a union representative prior to being asked to give an oral or written statement about the use of ~~lethal~~ force. Such right to consult with a representative will not unduly delay the giving of the oral or written statement or prevent the Employer from obtaining critical information regarding the status of the incident, e.g. suspect(s) still at large or the location of critical evidence.

31.5 Use of State Facilities, Resources and Equipment

- A. Meeting Space and Facilities
The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Agency's policy, availability of the space and with prior authorization of the Employer.
- B. Supplies and Equipment
The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities, except as provided for in this Agreement. This does not preclude the use of the telephone for representational activities seeking a representative if there is little or no cost to the Employer and the call does not disrupt or distract from agency business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and its members will not use state-owned or operated e-mail, fax machines, the Internet, or intranets to communicate with one another. However, such resources may be used to request union representation and for the administration of this Agreement when such use will:

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

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

31.6 Bulletin Boards

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications may not be posted in any other location in the agency.

31.7 Time Off for Union Activities

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

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

31.8 Access to New Employees

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

ARTICLE 32 GRIEVANCE PROCEDURE

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

32.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. In the event the grievance encompasses a group of employees and the Union does not readily know the names of the employees at the time of filing, the Union will provide the names of the employees by the Step 2 meeting of the grievance procedure.

C. Computation of Time

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

appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

The parties will abide by the timelines unless an extension of time is agreed to in writing. Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must be filed on a Grievance Form and must include the following information or it will not be processed:

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

F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

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

Grievants will be provided a reasonable amount of time during their normal working hours to meet with the union steward and/or staff representative to process a grievance and to prepare for meetings with the Employer. The grievant will obtain approval from his or her supervisor before attending a meeting. Notification will include the approximate amount of time the grievant expects the activity to take. Any agency business requiring the

employee's immediate attention will be completed prior to attending the meeting. Attendance at meetings during the grievant's non-work hours will not be considered as time worked and no overtime will be authorized. Grievants may not use state vehicles to travel to and from a work site in order to prepare or process a grievance, unless authorized by the agency.

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

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

K. Group Grievances

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

L. Consolidation

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

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

32.3 Filing and Processing**A. Filing**

A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence.

The employee may first discuss the issue with the immediate supervisor in an attempt to informally resolve the issue. The employee may elect to have a union steward present.

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

B. Processing**Step 1: Responsible Supervisor or Manager**

If the issue is not resolved informally, the Union may file a written grievance with the employee's supervisor or designee with a copy to the agency's Human Resources Office, within the twenty-one (21) day period described above. The Employer will designate a responsible supervisor or manager who will meet or confer by telephone with a union steward and/or staff representative, and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

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

Step 2: Appointing Authority or Designee

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

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

In either case, the Appointing Authority or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3: Agency Head or Designee

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

2 decision. The agency head or designee will meet or confer by telephone with a union steward and/or staff representative, and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

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

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

1. Disciplinary and Disability Separation Grievances

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

2. Non-Disciplinary Grievances

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

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

or

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

Step 5: Arbitration

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

session, pre-arbitration review meeting or receipt of the notice that no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

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

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

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

E. Arbitration Costs

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

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
 4. Each party is responsible for the costs of its attorneys, staff representatives, and all other costs related to the development and presentation of their case. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel and per diem expenses for its witnesses, the grievant and union steward.
- F. Grievances filed during the term of the 2017-2019 Agreement will be processed to completion in accordance with the provisions of the 2017-2019 Agreement.

ARTICLE 33

EMPLOYEE ASSISTANCE PROGRAM

- 33.1** The Department of Enterprise Services is responsible for the employee assistance program. Individual employees' participation in the employee assistance program and all individually identifiable information gathered in the process of conducting the program shall be held in strict confidence; except the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:
- A. Whether or not the referred employee made an appointment;
 - B. The date and time the employee arrived and departed;
 - C. Whether the employee agreed to follow the advice of counselors; and
 - D. Whether further appointments were scheduled.
- 33.2** Participation or non-participation by any employee in the employee assistance program shall not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

ARTICLE 34

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

- 34.1** The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 34.2** A. An employee who believes that he or she has a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.
- B. When the Employer receives such request or an inquiry from an employee regarding reasonable accommodation, the Agency's Human Resources Department ~~will~~may provide an explanation of the reasonable accommodation process, including disability separation, as well as a copy of the agency policy to the employee. This subsection is not subject to the grievance procedure as outlined in Article 32.
- 34.3** Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at the Employer's expense. Medical information disclosed to the Employer will be kept confidential.
- 34.4** The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodation in alternative positions. During the formal reassignment process for a permanent accommodation, the Employer will consider positions statewide based upon the employee's geographic availability. For temporary accommodations, the Employer may look outside the employee's specific work organization and work location in determining whether a temporary accommodation is available.
- 34.5** An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory, or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional. The agency can require an employee to obtain a medical examination at the agency's expense, from a physician or licensed mental health professional of the agency's choice. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations.

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

ARTICLE 35 SENIORITY

35.1 Definition

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

5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with [Article 36.5](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff, and are re-employed within three (3) years of their separation date, will not be considered to have a break in service. For purposes of calculating actual hours worked for part-time or on-call employees, forty (40) hours will equal seven (7) days of seniority.

- B. As provided for in [RCW 41.06.133](#) (1) (m), for the purposes of layoff, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#).
- C. When an agreement is reached between the employer and an employee to have the employee move from full-time, part-time or on call, the employee will not suffer a break in service.

35.2 Ties

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

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the agency; and
- C. By lot.

35.3 Seniority List

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

ARTICLE 36 LAYOFF AND RECALL

- 36.1** Layoff is an Employer-initiated action, taken in accordance with [Section 36.2](#) below, that results in:

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

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

36.2 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds.
- B. Lack of work.
- C. Good faith reorganization.
- D. Ineligibility to continue in a position that was reallocated.
- E. Termination of a project.
- F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

36.3 Voluntary Layoff, Leave Without Pay or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted leave without pay and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the internal layoff list for the job classifications in which they held permanent status and/or participate in the General Government Transition Pool program.

36.4 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

36.5 Temporary Layoff – Employer Option

- A. The Employer may temporarily lay off an employee for up to twenty-five (25) calendar days per biennium due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of

seven (7) calendar days of a temporary layoff. The Employer will not use a temporary layoff for disciplinary purposes. WSDOT will pursue the assignment of other regional work to affected employees prior to a temporary layoff for lack of work.

- B. An employee who is temporarily laid off will not be entitled to:
1. Be paid any leave balance;
 2. Bump to any other position; or
 3. Be placed on the internal layoff list.
- C. A temporary layoff will not affect an employee's periodic increment date, will not constitute a break in service as defined by [Article 35.1](#) A and the employee will continue to accrue vacation and sick leave credit at their normal rate.

36.6 Layoff Units

- A. A layoff unit is defined as the geographical entity or administrative/organizational unit in each agency used for determining available options for employees who are being laid off.
- B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix B.

36.7 Formal Options

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

- B. Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions.
- C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the classification series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position.

36.8 Informal Options

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

36.9 Notification to Employees with Permanent Status

- A. Except for temporary layoffs as provided in [Subsection 36.5](#), employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice.
- B. Except for temporary layoffs as provided in [Subsection 36.5](#), if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.
- C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.
- D. The day that notification is given constitutes the first day of notice.

36.10 Salary

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

- A. Transfer or Bump
An employee who accepts a transfer or bumps to another position within his or her current job classification will retain his or her current base salary.
- B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position
An employee who bumps to another position with a lower salary range will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new

position, the employee will be compensated at the maximum salary of the new salary range.

C. Appointment from an Internal Layoff List

1. Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off will be paid at the same range and step that they were compensated when laid off, plus any across the board adjustments that occurred during the time they were laid off.
2. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off will be paid at the same range and step that they were receiving at the time they were laid off, provided it is within the salary range of the new position plus any across the board adjustments that occurred during the time they were laid off. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

36.11 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has:
 1. Not held permanent status,
 2. Been appointed from the General Government Transition Pool Program, or
 3. Been appointed from an internal layoff list.
- B. The Employer may extend the transition review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in [Article 32](#).

36.12 Recall

- A. The Employer will maintain an internal layoff list for each job classification. Permanent employees who are laid off (including employees

who accept an option to a lower classification under Article 36.7) may request to have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for all other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for three (3) years from the effective date of his or her layoff.

- B. When a vacancy occurs within an agency and when there are names on an internal layoff list, the most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position. An employee will remain on the internal layoff lists for other job classifications in which they have held permanent status even if he or she is recalled to a lower classification. An employee will be removed from the layoff list for a classification if he or she is certified from the list and waives the appointment to a position two (2) times.
- C. When the employee has accepted an option beyond a commuting distance of thirty (30) miles in lieu of separation or due to recall from layoff, the employee may request his or her name remain on the internal layoff list for job classifications in which the employee held permanent status with his or her previous work location, to assist the employee to return to his or her previous work location.
- D. When filling a non-permanent vacancy through a competitive process, the employer may consider the most senior candidate from the agency's internal layoff list, within the classification, with the required skills and abilities who has indicated an appropriate geographic availability. The employee will remain on the internal layoff lists to be eligible for recall to a permanent position.

36.13 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Enterprise Services. When a vacancy occurs within an agency, the Employer may consider employees in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

36.14 Project Employment

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

agency in which they held permanent status to the permanent job classification they held immediately prior to accepting project employment.

- C. Project employees who are separated from state service due to layoff, and have not held permanent status in classified service, may request their names be placed into the General Government Transition Pool Program.

36.15 Seasonal Career Employment

- A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided in Subsection C below. Employees will be given no less than two (2) working days' notice of a layoff.
- B. Formal options will be determined using the procedure outlined in [Section 36.7](#), above, to other seasonal career positions. Employees separated due to layoffs will be placed on a separate seasonal internal layoff list for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions.
- C. The layoff unit for Department of Transportation seasonal employees is the county in which the seasonal employee's official duty station is located.

ARTICLE 37 MANAGEMENT RIGHTS

- 37.1** Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
 - B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;
 - C. Direct and supervise employees;
 - D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;
 - E. Determine the Employer's mission and strategic plans;
 - F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

- G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;
 - H. Establish or modify the workweek, daily work shift, hours of work and days off;
 - I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;
 - J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;
 - K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;
 - L. Determine, prioritize and assign work to be performed;
 - M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;
 - N. Determine training needs, methods of training and employees to be trained;
 - O. Determine the reasons for and methods by which employees will be laid off; and
 - P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 37.2** The Employer has the right to exercise all of the above rights and the lawful rights, prerogatives and functions of management. In addition, the Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

ARTICLE 38

MANDATORY SUBJECTS

- 38.1** The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these proposed changes in writing citing this Article and the Union may request discussions about and/or negotiations on the impact of these changes on employees' working conditions. The written notice requesting bargaining should include known impacts to be bargained and dates of availability. In the event the Union does not request discussions and/or negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate

implementation, in which case the Employer will notify the Union as soon as possible.

- 38.2** The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.
- 38.3** When possible, the parties agree to conduct a bargaining session within thirty (30) calendar days of receipt of the request to bargain.

38.4 Contracting Out

In order to maintain a collaborative relationship as it pertains to the use of contracting service for work that has been historically and traditionally performed by PTE Local 17 members, WSDOT agrees to provide the following information with any intent to contract notice given to PTE Local 17:

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

Consistent with both the Personnel System Reform Act of 2002 and the Construction Business Plan mandated by the Legislature in 2015, WSDOT and PTE Local 17 agree that it is in the best interest of the agency to maintain a core workforce.

ARTICLE 39

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

39.1 Purpose

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

39.2 Committees

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

A. Composition

Committees will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional staff representatives of the Union and the Employer may also attend. The Employer and Union will be

responsible for the selection of their own representatives. If agreed to by both parties, additional employer and employee representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.
2. Employees attending committee meetings during their work time will have no loss in pay. These employees may be granted reasonable travel time during their normal working hours, as determined by the Employer, to travel to and from LMCC meetings. Attendance at or travel to and from meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

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

D. Scope of Authority

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

E. Public Disclosure Requests

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

39.3 2019-2021 Master Agreement Negotiations

A. Release Time

The Employer will provide up to sixty-four (64) person-days of paid leave for formal negotiations for union team members who are scheduled to work on the day negotiations are being conducted. After sixty-four (64) person days of formal negotiations, the Union may request the parties meet and discuss additional paid release time for union team members. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay, or, at the discretion of their supervisor, an employee may be

allowed to adjust his or her work hours for all remaining formal negotiation sessions and for all travel to and from the sessions for union members, provided the absence of the employee for negotiations does not create significant and unusual coverage issues. Per diem and travel expenses will be paid by Local 17 for union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

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

C. Public Disclosure Requests

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

39.4 Demand to Bargain – Release Time and Travel

- A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting.
- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.
- C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.
- D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

39.5 Labor Management Communications Committee – WSDOT

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

ARTICLE 40**UNION MEMBERSHIP AND PAYROLL DEDUCTION****40.1 Notification to Employees**

The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will make a reasonable effort to notify employees of their union status upon change in appointment.

40.2 Union Membership and Dues Deduction

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

~~40.1 Union Membership and Dues Deduction~~

~~All personnel employed in classifications defined in Appendix A of this Agreement are subject to the union membership requirements as outlined in Article 40.3 and elsewhere in this Article. When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary an amount equal to the fees and dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.~~

~~40.32 Political Action Contribution~~ Voluntary Deductions

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

The parties agree this Section satisfies the Employer's obligations and provides for the deduction authorized under ~~Section 1 (6) of~~ RCW 41.04.230.

~~40.3 Agency Shop~~

~~Bargaining units with agency shop provisions in place before July 1, 2004, will continue to be entitled to that benefit. Employees hired into bargaining units with agency shop provisions will have the fees outlined in Subsection 40.1 deducted from their salary within thirty (30) days of employment.~~

- ~~A. — Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.~~
- ~~B. — An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.~~
- ~~C. — The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and agency shop requirements, where an agency shop exists as a condition of employment. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.~~
- ~~D. — If an employee fails to meet the agency shop provision outlined above, the Union will notify the Employer and inform the employee that his or her employment will be terminated.~~

~~**40.4 — Maintenance of Membership — WSP CO Bargaining Unit Only**~~

- ~~A. — An employee in the WSP Communications Officer bargaining unit that is a member on July 1, 2005, will, as a condition of continued employment, continue to pay union dues for the life of this Agreement.~~
- ~~B. — Maintenance of membership employees may satisfy their maintenance of membership requirements as outlined in Section 40.3, A and B, above.~~
- ~~C. — If an employee fails to meet the maintenance of membership provision, the Union will notify the Employer and inform the employee that his or her employment will be terminated.~~

~~**40.5 — Union Security — WSP CO Bargaining Unit Only**~~

- ~~A. — An employee in the WSP Communications Officer bargaining unit who is hired after July 1, 2005, and covered by this Agreement will, as a condition of employment, be required to become a union member.~~
- ~~B. — Union security employees may satisfy their union security requirements as outlined in Section 40.3, A and B, above.~~
- ~~C. — The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the WSP~~

~~Communications Officer bargaining unit of the Union's exclusive recognition and the union security provision.~~

~~D. If an employee fails to meet the union security provision, the Union will notify the Employer and inform the employee that his or her employment will be terminated.~~

40.46 Cancellation of Payroll Deduction of Dues Revocation

A. An employee may ~~revoke~~cancel ~~their~~his or her authorization for payroll deduction of payments to the Union~~dues~~ by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. ~~However, the cancellation may cause the employee to be terminated.~~

~~B. The Employer will make a reasonable effort to notify employees of their union obligation status upon change in appointment.~~

40.57 Indemnification

The ~~Employer will be held harmless by the~~ Union and employees agree to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues and or fees.

40.6 Bargaining Unit Lists

A. By August 1st of each calendar year, the Employer will provide the Union with a list of all employees in the bargaining units coded for Local 17 dues deductions within Local 17 job classifications (Appendix A). The list may be written or sent electronically and will contain the personnel area title, employee's name, employee's address, job classification title, personnel number, organizational code and work county, union deduction code, work contract type, employee group, personnel sub-area title, and physical work location. The report will also include dues deduction amount, dues deduction start date and dues deduction end date.

B. Twice per month, the Employer will provide the Union with a list of all employees who have been appointed to, separated from, or moved out of the bargaining units. The list may be written or sent electronically and will contain the personnel area title, personnel number, employee's name, employee's address, job classification title, organizational code and work county, personnel sub-area title, physical work location, effective date of the action, action type code and description, action reason and description, and union deduction code.

C. Upon request, the Employer will provide reports listing all bargaining unit members including classification, employee's name, employee's address, organizational code, work county, work contract type, employee group,

physical work location and any other information necessary to determine non-permanent appointment status.

- D. In addition to the annual and quarterly reports provided in Subsection 1.5 A and B, the Employer and/or covered agencies will provide the Union with a document listing the numeric codes used in the reports along with their associated meanings. The Employer and/or covered agencies will provide the Union with updates of this document whenever changes or revisions to the document are made.
- E. The Employer will cooperate with the Union to facilitate the process of obtaining the reports listed in paragraphs A-D above and will make a good faith effort to ensure that the reports are accurate and timely.

ARTICLE 41

CLASSIFICATION

41.1 Classification Plan Revisions

- A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.
- B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan.

41.2 Position Review

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

- A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form. The employee may send a copy of the request directly to the local Human Resources Office to be date-stamped, prior to the supervisor completing and signing the form.
- B. The supervisor will send the completed form to the local Human Resources Office. The supervisor will not unreasonably delay completing and sending the form. The local Human Resources Office will review the completed form and make a decision regarding appropriate classification. The Human Resources Office will respond to the employee and/or the employee's immediate supervisor within ninety (90) calendar days of receipt of the properly completed form. If an allocation determination is not made within the ninety (90) calendar days the employee will be provided with a status report detailing specific reasons why the determination has not been completed.

- C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of OFM State Human Resources within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of OFM State Human Resources will then make a written determination which will be provided to the employee.
- D. The Employer or the employee may appeal the determination of the Director of OFM State Human Resources to the Washington Personnel Resources Board, within thirty (30) calendar days of being provided the written decision of the Director of OFM State Human Resources. The Board will render a decision which will be final and binding.
- E. Employees will suffer no loss in pay for attending allocation appeal hearings that are scheduled during their work time. Employees will not be paid for attendance at hearings that are held outside their normal working hours; however, employee-requested schedule changes will be approved, if necessary. The Employer is not responsible for paying the employee's travel and per diem expenses for attending allocation appeal hearings.
- F. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the local Human Resources Office. The local Human Resources Office will not act upon the request until the signed copy is received from the employee's supervisor.

41.3 Effect of Reallocation

- A. Reallocation to a Class With a Higher Salary Range Maximum
 - 1. If the employee has performed the higher level duties for at least six (6) months and has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.
 - 2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least six (6) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in [Article 36](#), Layoff and Recall, of this Agreement will apply. If the employee is appointed to the position, he or she must serve a trial service period.
- B. Reallocation to a Class with an Equal Salary Range Maximum
 - 1. If the employee has the skills and abilities required of the position, the employee will remain in the position and retain his or her existing appointment status.

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

41.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

- A. Reallocation to a Class With a Higher Salary Range Maximum
Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Reallocation to a Class With an Equal Salary Range Maximum
The employee retains his or her previous base salary.
- C. Reallocation to a Class With a Lower Salary Range Maximum
The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

- 41.5** Decisions regarding appropriate classification will not be subject to the grievance procedure specified in [Article 32](#) of this Agreement.

ARTICLE 42 COMPENSATION

42.1 Pay Range Assignments

- A. Effective July 1, 201~~97~~, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule Effective ~~July 1, 2016~~ January 1, 2019, through June 30, 201~~97~~,” that it was assigned on June 30, 201~~97~~. Effective July 1, 201~~97~~, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 201~~97~~.
- B. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee’s step to Step M to address issues related to recruitment, retention or other business needs.
- C. Effective July 1, 201~~97~~, all ranges and steps of the General Service Salary Schedule will be increased by ~~three~~two percent (~~3~~2%) as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, 201~~97~~.
- D. Effective: July 1, 201~~820~~, all salary ranges and steps of the General Service Salary Schedule will be increased by ~~three~~two percent (~~3~~2%), as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, 201~~820~~.
- ~~E. Effective January 1, 2019, all salary ranges and steps of the General Service Salary Schedule will be increased by two percent (2%), as shown in Compensation Appendix A. The salary increase is based on the General Service Salary Schedule in effect on December 31, 2018.~~
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C or D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.2 “SP” Pay Range Assignments

- A. Effective July 1, 201~~97~~, each classification represented by the Union will continue to be assigned to the same salary range of the “SP” Range Salary Schedule – Effective ~~July 1, 2016~~ January 1, 2019, through June 30, 201~~97~~, that it was assigned on June 30, 201~~75~~. Effective July 1, 201~~97~~, each employee will continue to be assigned to the same range and step of the “SP” Range Salary Schedule that he or she was assigned on June 30, 201~~97~~.
- B. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an

employee's step to Step M to address issues related to recruitment, retention or other business needs.

- C. Effective July 1, 201~~9~~⁷, all salary ranges and steps of the "SP" Range Salary Schedule will be increased by ~~three~~^{two} percent (~~23~~²³%) as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 201~~9~~⁷.
- D. Effective July 1, 20~~20~~¹⁸, all salary ranges and steps of the "SP" Range Salary Schedule will be increased by ~~three~~^{two} percent (~~23~~²³%), as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 20~~20~~¹⁸.
- ~~E. Effective January 1, 2019, all salary ranges and steps of the General Service Salary Schedule will be increased by two percent (2%), as shown in Compensation Appendix A. The salary increase is based on the General Service Salary Schedule in effect on December 31, 2018.~~
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C or D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.3 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher- level duties.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher- level duties.
- C. Licensing Services Representatives Temporary Assignment of Supervisory Duties
When an employee is assigned to perform all of the supervisory duties of an LSR 3 or LSR 4 for six (6) hours or more during the work shift, the employee will be compensated at the appropriate supervisory rate for the work shift(s) worked. Where possible, such appointments will be rotated

among qualified LSR 2 employees. This does not preclude LSR 2s from performing supervisory functions in a training mode for career development purposes.

D. WSP Only

When an employee is assigned to perform the full scope of duties and responsibilities of a higher level classification for more than seven (7) calendar days, the employee will be compensated at the applicable step and range of that classification.

42.4 Establishing Salaries for New Employees and New Classifications

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

42.5 Periodic Increases

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

- A. For an employee hired prior to July 1 2005, the employee's periodic increment date as of June 30, 2005, is retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired on or after July 1, 2005, at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired on or after July 1, 2005, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service, and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A-C above.

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

42.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class which is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments
The appointing authority may authorize more than the step increases specified in Subsections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

42.7 Salary Increases to Enhance Recruitment or Address Retention

The Employer may adjust an employee's base salary within their salary range to address issues that are related to recruitment, retention, or other business related reasons.

42.8 Demotion

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

42.9 Transfer

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

42.10 Reassignment

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

42.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary of the employee will be set at the range and step the employee would be at if he/she had not left the original position, including any periodic increases or other adjustments.

42.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Section 42.6](#), above.

42.13 Part-Time Employment

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

42.14 Callback**A. Work Preceding or Following a Scheduled Work Shift**

Overtime-eligible shift employees, overtime-eligible engineering employees, LSRs, and employees in all overtime-eligible CVD classifications will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

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

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

These provisions will apply to employees on paid leave status.

- C. An employee who is on standby is not entitled to callback penalty pay if required to return to work after departing the worksite or change the starting time of his or her next scheduled work shift.
- D. Emergency Schedule Changes - Department of Transportation
If the Employer makes an emergency schedule change as defined in [Article 6.3](#), Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.15 Shift Premium

- A. For purposes of this Section, the following definitions apply:
 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of 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 not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Overtime-exempt employees will be compensated twenty-five dollars (\$25.00) for each day spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

42.17 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due to the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.18 Salary Overpayment Recovery

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:
 - 1. The amount of the overpayment;
 - 2. The basis for the claim; and
 - 3. The rights of the employee under the terms of this Agreement.
- B. Method of Payback
 - 1. The employee must choose one (1) of the following options for paying back the overpayment:

- a. Voluntary wage deduction;
 - b. Cash; or
 - c. Check.
2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency.
 3. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
 4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- C. Appeal Rights
Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 32](#) of this Agreement.

42.19 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

- A. An Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Classes approved for Assignment Pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices C and D to this Agreement.

42.20 Dependent Care Salary Reduction Plan

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

42.21 Pretax Health Care Premiums

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

42.22 Medical/Dental Expense Account

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

42.23 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 201~~97~~-202~~14~~¹⁹ operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

42.24 Premium Pay

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

ARTICLE 43 HEALTH CARE BENEFITS

43.1 A. For the ~~2017-2019~~²⁰¹⁹⁻²⁰²¹ biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected ~~health-care~~^{medical} premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board. The projected ~~health-care~~^{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 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, ~~2019~~2021.

~~43.2 The PEBB Program shall provide information on the Employer Sponsored Insurance Premium Payment Program on its website and in an open enrollment publication annually.~~

~~43.32~~ A. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

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

43.43 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 and again in January 2021, 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.

ARTICLE 44

STRIKES

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

ARTICLE 45

WSP COMMUNICATION OFFICER TEMPORARY REASSIGNMENT

- 45.1** The WSP has the authority and responsibility to staff communications centers. If the need arises, qualified CO 1s and 2s will be temporarily reassigned to staff any communications center to meet minimum emergency staffing levels. It is further recognized and understood that there may be future emergency staffing needs in response to wildfires, storms, or other natural disasters, or agency commitments (Governor's Conference, etc.) that may require temporary reassignment.
- 45.2** When a staffing need arises, the WSP will seek volunteers on a statewide basis and attempt to determine other means to accomplish the staffing requirements. Volunteering for any scheduled staffing requirement of any duration (minimum of

one [1] or more days) will exempt that employee from temporary reassignment until all other COs, within their permanent work center, have either volunteered or have been reassigned at least once. If the number of volunteers is not sufficient to meet the temporary staffing need, the WSP will resort to temporary reassignment.

If a temporary reassignment is necessary:

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

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

ARTICLE 46

WSP RESIDENCY REQUIREMENT

46.1 Applicability

This Article applies only to WSP Bargaining Units.

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

- A. Employees who, because of the nature of their duties, may be subject to emergency call-out, will be allowed to live seventy-five (75) miles from their duty station;
- B. The Internet website Google (shortest route) will be the official measurement of the distance from the duty station to the employee's residence. If Expedia.com does not recognize a street name or address, the

employee will be responsible for finding the nearest address that Expedia.com does recognize and then driving the remaining distance with his or her supervisor to determine whether the residence is within the seventy-five (75) mileage limitation;

- C. The mileage determination on Google will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season maintained streets recognized by Google. In the case of a new street, the employee will have to get a determination from his or her supervisor whether the street meets the definition of an all season maintained street, road, highway, etc.; and
- D. This Section will not affect anyone who has been previously approved for a waiver of the mileage limitations; however, if an individual moves from his or her previously approved residence, the new residence location must comply with this Article.

46.3 Employees With Assigned Take-Home Vehicles

- A. Employees with assigned take-home vehicles shall live within forty-five (45) miles of their assigned district, division, or duty station. Exceptions for compliance review and safety auditor positions may be approved upon mutual agreement between the Employer and the employee;
- B. The Internet website Google (fastest route) will be the official measurement of the distance from the division, district or assigned duty station, to the employee's residence. If Google does not recognize a street name or address, the employee will be responsible for finding the nearest address that Google.com does recognize and then driving the remaining distance with his or her supervisor to determine whether the residence is within the mileage limitations;
- C. The mileage determination on Google will not contain water (ferry) miles, airline, straight line or any other method of mileage measurement other than all-season, paved, maintained streets recognized by Google that are generally open, passable, and available to be used by bargaining unit members to travel to and from their division, district or assigned duty station at the beginning and end of each shift twelve (12) months each year. In the case of a new street, the employee will have to get a determination from his or her supervisor as to whether the street meets the definition of an all-season, maintained, paved street, road, highway, etc.;
- D. Any employee who decides to take advantage of the terms of this Article will be required to send an Interoffice Communication (IOC) through the chain-of-command, which must be approved by the Bureau Director before moving;

- E. The IOC will provide notice of the intent to move to a residence under the terms of this Article, accompanied by a copy of the Google map showing that the new residence complies with the terms of this Article.

46.4 Compliance

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

ARTICLE 47 ENTIRE AGREEMENT

- 47.1** This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2007, whether written or oral, is null and void, unless specifically preserved in this Agreement.
- 47.2** With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.
- 47.3** This Agreement supersedes specific provisions of agency policies with which it conflicts.
- 47.4** During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and shall not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either of the parties at the time they negotiated this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 48 SAVINGS CLAUSE

48.1 Invalidity

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement shall remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion. Negotiations will begin within thirty (30) calendar days of the request.

ARTICLE 49 PRINTING/POSTING OF AGREEMENT

The Employer will coordinate the publication of this Agreement. All current and new employees will be provided [a link to the Agreement and will be authorized access to the Agreement link](#). ~~with one (1) copy of the Agreement by the Employer, unless they opt not to receive a printed copy.~~ ~~In addition,~~ ~~T~~he Employer and Union will equally share all the costs of [initially printing two hundred and fifty \(250\) Agreements for distribution by the Union to Union Stewards](#). ~~this Agreement for bargaining unit members.~~ The Employer will post this Agreement on the [Washington State Office of Financial Management web site](#) ~~appropriate web sites~~ and provide a copy to the Union in electronic format. [Employees will be allowed to print a copy of the Agreement using State resources. The Employer will update the link with any changes to the Agreement.](#)

ARTICLE 50 TERM OF AGREEMENT

50.1 Term

All provisions of this Agreement will become effective July 1, 2017, and will remain in full force and effect through June 30, 2019; however, in accordance with [RCW 41.80](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

50.2 Renegotiation

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2018, and no later than January 31, 2018. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

50.3 Reopening

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

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

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

APPENDIX B LAYOFF UNITS

1. Department of Licensing

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

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

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

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

C. DOL-PRFT Auditor Bargaining Unit Layoff Units

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

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

2. Department of Transportation

Layoff units are as follows:

A. Headquarters Layoff Unit

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

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

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

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

C. Northwest Area Layoff Units

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

1. Northwest (NW) Region Employees:

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

3. Washington State Ferries:

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

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

3. Washington State Patrol

The layoff unit shall first be district-wide in which the position is located, and if no options are available, then to the Department statewide.

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2019-2021 budgets.

COMPENSATION APPENDIX C
General Service Salary Schedule
Effective July 1, 2017 through June 30, 2018

***Placeholder**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2019-2021 budgets.

COMPENSATION APPENDIX D
General Service Salary Schedule
Effective July 1, 2018 through December 31, 2018

***Placeholder**

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2019-2021 budgets.

COMPENSATION APPENDIX E
General Service Salary Schedule
Effective January 1, 2019 through June 30, 2019

***Placeholder**

COMPENSATION APPENDIX F
"SP" Range Salary Schedule
Effective July 1, 2017 through June 30, 2018

***Placeholder**

COMPENSATION APPENDIX G
"SP" Range Salary Schedule
Effective July 1, 2018 through December 31, 2018

***Placeholder**

COMPENSATION APPENDIX H
"SP" Range Salary Schedule
Effective January 1, 2019 through June 30, 2019

***Placeholder**

COMPENSATION APPENDIX I ASSIGNMENT PAY

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

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

CLASS TITLE	CLASS CODE	PREMIUM	REFERENCE#
GROUP A			
Licensing Service Representative 2	458F	4 ranges	43
Transportation Engineer 1	530K	4 ranges	14, XX3
Transportation Engineer 2	530L	See Ref.	14, 22, XX3
Transportation Engineer 3	530M	See Ref.	14, 22, XX3
Transportation Technician 1	538R	See Ref.	14, 22
Transportation Technician 2	538S	See Ref.	14, 22, XX3
Transportation Technician 3	538T	See Ref.	14, 22, XX3
GROUP B			
Dual Language Requirement		2 ranges	18
Licensing Services Representative 2		4 ranges	43

REFERENCE #14: For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus four (4) ranges. (Eff. 11/85)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two (2) additional ranges. (Rev. 5/92)

REFERENCE #22: Basic salary plus four (4) ranges for a minimum of four (4) hours per working day while either operating an Under-Bridge Inspection Truck (UBIT) from the bucket or while serving as back-up operator on the bridge deck. (Eff. 2/91; Rev. 10/97, 3/02)

REFERENCE #29: Upon review and approval from OFM/State Human Resources, ~~up to four (4) ranges payable to~~ employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees, which would severely impair the effective operation of the agency, will be compensated a specified number of ranges as detailed within the Group C listing. (Eff. 5/01)

REFERENCE #43: Basic salary range plus four (4) ranges shall be paid to Department of Licensing employees who have successfully completed DOL-sponsored Enhanced Drivers License Training Course and have been qualified and permanently assigned to denote U.S. Citizenship and issue a Washington State enhanced driver license or enhanced identification card.

[REFERENCE #XX3: Basic salary plus two \(2\) ranges shall be paid to Department of Transportation employees in the Northwest Region Traffic Management Center permanently assigned to independently operate and integrate Active Traffic Management Systems, Tolling/Managed Lane Systems, and/or Tunnel Supervisory Control and Data Acquisition \(SCADA\) Systems.](#)

GROUP C

Class Code	Class Title	Location(s)	Approved Increase
Department of Transportation			
530M	Transportation Engineer 3 (Cadastral Surveyors)	Northwest Region Urban Corridors Office	4 2 ranges
458E	Licensing Service Representative 1	Bell Red Office	2 ranges
458F	Licensing Service Representative 2	Bell Red Office	2 ranges

APPENDIX J SPECIAL PAY RANGES AND NOTES

SPECIAL PAY RANGES

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

“E” RANGE: This range is used for classes having a prevailing pay range which is shorter than Washington’s standard range. An “E” range is a standard range with the first four (4) steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

COMPENSATION APPENDIX K HIGHER SALARY RANGE FOR TARGETED JOB CLASSIFICATIONS

The following job classifications are being assigned to new job ranges as detailed below.

Class and Services Title	Class Code	Old Range	New Range	Range Increase
Communications Officer Assistant	450I	39	41	2
Communications Officer	451E	40SP	43SP	3
Communications Officer 1	451F	42SP	45SP	3
Communications Officer 2	451G	46SP	49SP	3
Licensing Services Representative 1		37	39	2
Licensing Services Representative 2		41	43	2

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

This Memorandum of Understanding between the Washington State Patrol (the Employer) and the Professional and Technical Employees, Local 17 (the Union) applies only to the Washington State Patrol (WSP) Commercial Vehicle Enforcement Officer/Commercial Vehicle Officer (CVEO/CVO) 1 and 2 bargaining unit.

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

The provisions of this memorandum of understanding expire on June 30, 20~~19~~21.

<u>/s/</u>	<u>10/30/2018</u>	<u>/s/</u>	<u>10/30/2018</u>
<u>Tanya Aho, Negotiator</u>	<u>Date</u>	<u>Sarah Lorenzini, Negotiator</u>	<u>Date</u>
<u>OFM/LRS</u>		<u>PTE Local 17</u>	

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

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

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

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

The provisions of this MOU become effective for appointments made on or after this date and expires on June 30, 20~~19~~21.

<u>/s/</u>	<u>10/30/2018</u>	<u>/s/</u>	<u>10/30/2018</u>
<u>Tanya Aho, Negotiator</u>	<u>Date</u>	<u>Sarah Lorenzini, Negotiator</u>	<u>Date</u>
<u>OFM/LRS</u>		<u>PTE Local 17</u>	

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

As part of the tentative leave process for the Department of Licensing (DOL), Licensing Service Offices (LSO), as outlined in Article 11.5.A, up to two (2) Licensing Service Representatives (LSR) 1's and 2's will be authorized for vacation leave in LSO's with fourteen (14) to nineteen (19) LSR 1's and 2's.

The provisions of this MOU expire on June 30, 2021.

<u>/s/</u>	<u>9/12/2018</u>	<u>/s/</u>	<u>9/12/2018</u>
<u>Tanya Aho, Negotiator</u>	<u>Date</u>	<u>Sarah Lorenzini, Negotiator</u>	<u>Date</u>
<u>OFM/LRS</u>		<u>PTE Local 17</u>	

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

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

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

1. D2 part-time (intermittent and tandem) CO1's;
2. D2 full-time COA's, CO1's and CO2's;
3. Statewide part-time (intermittent and tandem) CO1s from other districts, full-time COA's, CO1s and CO2's as operationally needed.

The provision of this MOU will expire on June 30, 2021.

<u>/s/</u>	<u>9/18/2018</u>	<u>/s/</u>	<u>9/18/2018</u>
<u>Tanya Aho, Negotiator</u>	<u>Date</u>	<u>Sarah Lorenzini, Negotiator</u>	<u>Date</u>
<u>OFM/LRS</u>		<u>PTE Local 17</u>	

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

The parties recognize the value that professional licensure brings to employees and WSDOT in their career advancement. In an effort to incentivize Transportation Engineer 2's (TE2) and Transportation Engineer 3's (TE3) to achieve their professional licensure and promote into the senior-level series, the parties enter into this Memorandum of Understanding.

TE2's and TE3's will receive a one-lump sum payment of five-thousand dollars (\$5,000) once they achieve their Professional Engineer (PE) license under the following conditions:

- PE licensure shall not be a requirement of the job classification the employee is assigned to.
- Employees are required to provide WSDOT with evidence of completion of the PE license in order to receive the lump sum payment and before the payment is made.
- Employees who accept the lump sum payment are required to remain employed with WSDOT for at least two (2) years from the date they receive the lump sum payment.
- Employees who do not remain employed with WSDOT as required above will have deducted from their final pay check, the amount equal to the lump sum payment.
- WSDOT may pursue alternative methods to collect the funds from the employee in accordance with RCW 49.48.210.
- In order to qualify for the lump sum payment, employees must receive their PE license on or after July 1, 2019 through June 15, 2021.
- The terms of this MOU are not subject to the grievance procedure and do not establish a past practice or future obligation on either party other than what is stated in this MOU.
- WSDOT will track the usage of both leave and lump sum payments during the terms of this MOU and will provide a report to the State Human Resource (SHR) Department and PTE Local 17 by July 31, 2020.

The terms of this MOU will expire on June 15, 2021.

<u>/s/</u>	<u>9/18/2018</u>	<u>/s/</u>	<u>9/18/2018</u>
<u>Tanya Aho, Negotiator</u>	<u>Date</u>	<u>Sarah Lorenzini, Negotiator</u>	<u>Date</u>
<u>OFM/LRS</u>		<u>PTE Local 17</u>	