

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, [citizenship, immigration status,](#) or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

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.

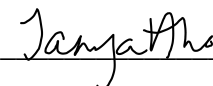
Both parties agree that unlawful harassment will not be tolerated.

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.

Tentative Agreement:



8-21-20

 08/27/20

Sarah Lorenzini

Date

Tanya Aho

Date

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 their 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 (DOT) may also convert Transportation Technician 2s and Transportation Planning Technician 2s. The Department of Licensing (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 Washington State Patrol (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.

1 3. A permanent employee that accepts a non-permanent appointment
2 within their agency will have the right to return to a position in the
3 permanent classification they left at the completion of the non-
4 permanent appointment; provided that the employee has not left
5 their original, non-permanent appointment.

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

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

20 C. On-Call Employment

21 The Employer may fill a position with an on-call appointment where the
22 work is intermittent in nature, is sporadic and it does not fit a particular
23 pattern. The Employer may end on-call employment at any time by giving
24 one (1) working day's notice to the employee. On-call employees may
25 schedule annual leave. On-call employees may use accrued sick leave when
26 they are scheduled to work.

27 D. In-Training Employment

28 1. The Employer may designate specific positions, groups of positions,
29 or all positions in a job classification or series as in-training. The

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

5 2. A candidate who is initially hired into an in-training position must
6 successfully complete the job requirements of the appointment. The
7 Employer may separate from state service, any employee who has
8 completed the probationary period for an in-training appointment
9 but does not successfully complete the subsequent trial service
10 periods required by the in-training program. Employees who are not
11 successful may be separated at any time with one (1) working day's
12 notice from the Employer.

13 3. An employee with permanent status who accepts an in-training
14 appointment will serve a trial service period or periods, depending
15 on the requirements of the in-training program. The Employer may
16 revert an employee who does not successfully complete the trial
17 service period or periods at any time with one (1) working day's
18 notice. The employee's reversion right will be to the job
19 classification that the employee held permanent status in prior to
20 their in-training appointment, in accordance with [Subsections 4.12](#)
21 [B.3](#) and [4.12 B.4](#) of this Article.

22 4. A trial service period may be required for each level of the in
23 training appointment, or the entire in-training appointment may be
24 designated as the trial service period. The Employer will determine
25 the length of the trial service period or periods to be served by an
26 employee in an in-training appointment.

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

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

5 E. Project Employment

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

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

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

- 17 a. Promote to another job classification within the project; or
18 b. Transfer or voluntarily demote within the project to another
19 job classification in which they have not attained permanent
20 status.

- 21 3. The Employer may consider project employees with permanent
22 project status for transfer, voluntary demotion, or promotion to non-
23 project positions. Employees will serve a trial service period upon
24 transfer, voluntary demotion, or promotion to a non-project position
25 in a job classification that the employees have not previously
26 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

1 demotion or elevation will initiate a request electronically. The Employer will
2 advise interviewees of the result.

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

5 **4.11 DOL and WSP Transfers**

6 A. Department of Licensing (DOL)

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

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

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

13 1. If there are different work shifts within an office, the vacant work
14 shift will be offered to the remaining staff by seniority within the
15 office. Permanent part-time employees may not bid on a full-time
16 work shift. However, they may apply for a full-time vacancy as a
17 transfer applicant.

18 2. Notice of vacancies for Licensing Services Representative (LSR) or
19 Enhanced Driver License Licensing Services Representative (EDL
20 LSR) positions will be posted as follows:

21 a. For LSR positions, the notice for the vacancy with location,
22 days, office hours and the cut-off date for application is
23 electronically posted statewide. Applicants responding are
24 accepting the location, days, and office hours posted.

25 b. For EDL LSR positions, the notice for the EDL LSR
26 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 office 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 office supervisor may request a certification of candidates per Section 4.9. The transfer candidates will be considered along with all other candidates. The office 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, in consultation with the office supervisor and District Manager of the vacant position, 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. 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:

All CVEO 1 and 2 and CVO 1 and 2 vacancies will be advertised in the WSP Daily Bulletin for no less than fourteen (14) calendar days. 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)~~ by advising their Division Commander of their desire to be selected for the vacancy. ~~Requests will be submitted using the agency's electronic system for doing so.~~ Requests will be ranked by seniority in the classification, and the most senior officer will be selected. Supervisors will attempt to contact any employee who is on any form of leave with the information regarding the advertised vacancy.

eb. Probationary CVEOs:

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

ec. 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

1 department will advise those on the regular transfer list that another
2 employee has been selected due to a hardship.

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

- 5 a. The applicant is still in a probationary or trial service status.
6 (Management may consider exceptions on a case-by-case
7 basis and only for operational necessity or personal
8 hardships; for probationary CVEOs, see above); or
- 9 b. The applicant has been in Leave Without Pay (LWOP) status
10 within three (3) months of the transfer request, except for
11 authorized LWOP that has been taken in accordance with
12 [Article 14](#), Family and Medical Leave, [Article 31](#), Union
13 Activities, [Article 39](#), Labor/Management Communication
14 Committee, Military Leave, Domestic Violence Leave,
15 Workers' Compensation, Volunteer Firefighting Leave,
16 Military Family Leave, Child and Elder Care Emergencies,
17 Reducing the Effects of a Layoff, pre-approved LWOP; or
- 18 c. The applicant has been reprimanded or has been under a
19 work plan within three (3) months of the transfer request; or
- 20 d. The applicant has had other disciplinary action within the
21 last six (6) months; or
- 22 e. The applicant does not possess the skills and abilities to
23 perform the essential functions of the job; or
- 24 f. The applicant has already accepted a transfer once within the
25 twelve (12) month period prior to the date the vacancy is
26 advertised unless approved by management as an exception
27 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 s Lists:

~~a. When an employee has declined a transfer to the same location on two (2) occasions, they will be removed from the list for that location. The employee may reapply at anytime, understanding that they will be placed at the bottom of the list.~~

~~b. When an employee has accepted a transfer, they will be removed from all transfer lists. The employee may reapply at anytime, understanding that they will be placed at the bottom of the list.~~

~~c. No employee will be permitted to have their name on more than four (4) transfer lists at any time.~~

~~da.~~ The Chief or designee will have the final approval on all transfer requests.

~~eb.~~ Only if there are no eligible transfer candidates ~~available for interested in~~ a position that has been advertised in the Daily Bulletin, 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 their test results.

4.12 Review Periods

A. Probationary Period

1. Every part-time and full-time employee, following their initial appointment to a permanent position, will serve a probationary period of 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 their 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,

1 will the total probationary period be less than twelve (12)
2 consecutive months.

- 3 5. If the Employer converts the status of a non-permanent appointment
4 to a permanent appointment, the incumbent employee will serve a
5 probationary period. However, the Employer may credit time
6 worked in the non-permanent appointment toward completion of the
7 twelve (12) month probationary period

8 B. Trial Service Period

- 9 1. Except for those employees in an in-training appointment, all other
10 employees with permanent status who are promoted, or who
11 voluntarily accept a transfer or demotion into a job classification for
12 which they have not previously attained permanent status, will serve
13 a trial service period of twelve (12) consecutive months. The
14 appointment letter will indicate the length of the trial service period.
15 The Employer may reduce the trial service period to no less than six
16 (6) consecutive months.
- 17 2. Any employee serving a trial service period will have their trial
18 service period extended, on a day-for-a-day basis, for any day(s) that
19 the employee is on leave without pay or shared leave, except for
20 leave taken for military service. An employee's trial service period
21 will not be extended due to time spent on temporary layoff unless
22 there is mutual agreement between the Employer and the employee.
- 23 3. Any employee serving a trial service period may voluntarily revert
24 to their former position within fifteen (15) days of the appointment,
25 provided that the position has not been filled, abolished or an offer
26 has not been made to an applicant.

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

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

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

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

13 4. With prior written notice by the Employer, an employee who does
14 not successfully complete their trial service period may be offered
15 an opportunity to revert to a position in the same agency, that is:

16 a. Vacant or filled by a non-permanent employee and is within
17 the trial service employee's previously held job
18 classification; or

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

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

23 5. Any unsuccessful employee who has no reversion options may
24 request that their name be placed on the agency's internal layoff list
25 and into the General Government Transition Pool Program for

positions in job classifications where they 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 their trial service period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation.

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.

Date: September 9, 2020



Tanya Aho, Lead Negotiator
Employer



Sarah Lorenzini, Lead Negotiator
Protec17

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 their 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 their 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 their performance evaluation, the employee has the right to attach a rebuttal at any time.

E. If an employee has been fully exonerated of misconduct in a disciplinary grievance or an arbitrator or the Employer determines that allegations of misconduct are false, then references to the misconduct in the performance evaluation will be removed. If the employer fails to remove the applicable portions of the performance evaluation, the failure to remove those references is subject to the grievance procedure. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal, legal action, or as otherwise required by law.

EF. 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](#).

Date: 08/18/20

Tanya Aho
Tanya Aho, Lead Negotiator
Employer


Sarah Lorenzini, Lead Negotiator
Protec17

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 workweek, 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 their hours within the work shift and works no more than forty (40) hours within the workweek.

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

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1 within a schedule or more than fifty-two (52) forty (40) hour workweeks
2 per year.

3 Washington State Patrol (WSP) employees will not be expected to report to work with less
4 than ten (10) hours between shifts, except in extreme emergencies.

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5 F. Temporary Schedule Changes

6 Employees' workweeks and/or work schedules may be temporarily changed
7 with prior notice from the Employer. The notice will state the duration of
8 the change. A temporary schedule change is defined as a change lasting
9 thirty (30) calendar days or less. Overtime-eligible employees will receive
10 three (3) calendar days' written notice of any temporary schedule change.
11 The day that notification is given is considered the first day of notice.
12 Adjustments in the hours of work of daily work shifts during a workweek
13 do not constitute a temporary schedule change.

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

19 G. Permanent Schedule Changes

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

26 If the Employer changes the permanent work schedule of an overtime-
27 eligible employee without giving at least seven (7) days' notice of the
28 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

1 schedule with prior notice. Upon appointment the Employer will notify each
2 employee in writing of their workweek, work shift and work schedule.

3 B. Daily Work Shift Adjustment

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

7 C. Alternate Work Schedules

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

16 D. Temporary Schedule Changes

17 Employees' workweeks and/or work schedules may be temporarily changed
18 with prior notice from the Employer. The notice will state the duration of
19 the change. A temporary schedule change is defined as a change lasting
20 thirty (30) calendar days or less. The day that notification is given is
21 considered the first day of notice. Overtime-eligible engineering employees
22 will receive three (3) calendar days' written notice of any temporary
23 schedule change. Failure to provide the proper notice under this provision
24 will result in payment at one and one-half (1 1/2) times their base rate for
25 the duration of the notice period not to exceed eight (8) hours. This payment
26 will not be paid for any portion of the temporary schedule change that
27 overlaps the employee's regular work schedule and/or shift. Daily work
28 shift adjustments, as defined in [Subsection 6.4 B](#) or extensions in the hours
29 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 their unpaid meal period following the interruption, if possible, to complete the unpaid meal period. In the event an employee is unable to complete the unpaid meal period due to operational necessity, the employee will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 Overtime-Eligible Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by [WAC 296-126-092](#). Employees will be allowed 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.

1 e. If a CO1 elevates or promotes back to the CO2 classification
2 they will be accorded all previous CO2 time for shift bidding
3 purposes, but will not be accorded previous CO1 time for
4 such purposes.

5 4. CVO/CVEO Shift Bidding:

6 Bidding will be by seniority within the bargaining unit based upon
7 total unbroken, permanent status. If two (2) or more employees have
8 the same seniority date, ties will be broken by lot for each shift.

9 5. WSP Information Technology Specialist Shift Bidding:

10 Bidding will be by seniority that is based on an employee's length
11 of unbroken state service within the work unit (WSP IT Division
12 Customer Services Tier 1). Temporary assignments with WSP will
13 not be considered a break in service for the purpose of shift bidding.
14 If two (2) or more employees have the same seniority date, ties will
15 be broken in the following order:

- 16 a. Longest continuous time with the agency;
17 b. Longest continuous time in state service;
18 c. By lot.

19 6. Vote on Fifty-Six (56) Day Shift Rotation:

20 If a station does not bid shifts, employees may vote to request an
21 extension of the shift rotation to fifty-six (56) days. The vote will be
22 conducted under the same guidelines in Subsection 2, above.
23 Employees will submit the request to the immediate supervisor for
24 discussion. If the supervisor approves the request, they will forward
25 the request up the chain of command for approval or denial. A denial
26 will be in writing and state the reason(s). A request may be granted
27 on a trial basis. The Employer may discontinue its approval with
28 thirty (30) calendar days' notice to affected employees with an
29 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.

6.13 Workplace Pregnancy Accommodations

Workplace pregnancy accommodations for an employee's pregnancy and pregnancy-related health condition, including the need to express breast milk, shall be done in accordance with RCW 43.10.005.

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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 and Shop Steward 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 one (1) work day, up to ten (10) ~~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.

1 C. Agency funds expended for tuition reimbursement will be limited to tuition
2 or registration fees, and will not include textbooks, supplies or other school
3 expenses, except in accordance with agency policy.

4 D. Absent an agreement to the contrary, when an employee moves to another
5 agency prior to completion of an approved course, the approving agency
6 will retain the obligation for reimbursement if the course is satisfactorily
7 completed.

8 **8.5** The Department of Transportation continues its commitment to support
9 engineering employees in the attainment of their EIT and PE certifications.

10 **8.6** WSDOT will attempt to cross-train employees between disciplines.

11 **8.7 Developmental Job Assignments**

12 A. Employers may make the following planned training assignments for
13 employee career development without incurring reallocation or
14 compensation obligations:

15 1. Performance of responsibilities outside the union bargaining units
16 and the current job classification series on a time-limited basis.

17 2. Intra-agency rotational or special project assignments.

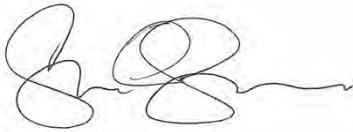
18 B. The Employer and the employee must agree in writing to the assignment in
19 advance, including time limits, which will not exceed more than twelve (12)
20 months. If an employee's request for a developmental job assignment is
21 denied, an explanation will be provided to the employee. The decision is
22 final and is not subject to [Article 32](#), Grievance Procedure.

23 C. Unless otherwise mutually agreed, the employee shall have the right to
24 return to their previous assignment.


1 **8.8** During the term of this agreement and at a time convenient to the Employer,
2 employees may attend a Department of Retirement Systems retirement planning
3 seminar during work hours.

4 Signed 9.16.20

5

6 

7 Sarah Lorenzini, Lead Negotiator

_____

Tanya Aho, Lead Negotiator

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)

Full Years of Service	Hours Per Year
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 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 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 (1) 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

1 classification and bargaining unit upon return to their previous
2 classification.

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

6 C. In addition to vacation leave approved in Subsection B above, employees
7 may submit supplemental vacation leave requests at any time on a first-
8 come, first-served basis. Approval of supplemental requests will take into
9 consideration the annual vacation leave schedule, which will take
10 precedence, as well as operational needs. Every effort will be made to grant
11 supplemental vacation leave requests.

12 D. Employees who have been approved to transfer to a new station prior to
13 December 31 and will report to their new station by March 1, shall submit
14 vacation requests to the employee's new station in accordance with
15 Subsections A, B, and C above. Employees who have been approved to
16 transfer to a new station after December 31 shall submit vacations requests
17 to the employee's new station in accordance with Subsection C above.

18 **11.5 Vacation Scheduling for DOL-LSRs**

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

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

(2) LSRs will be authorized for vacation leave in LSOs with fourteen (14) to nineteen (19) LSRs.

- B. The supervisor will then compile all tentative leave requests onto one (1) 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.

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 ~~five (5) working~~ 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](#).

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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 their 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. Retire;

C. Are laid-off; or

- 1 D. Are terminated by the Employer.
- 2 In addition, the estate of a deceased employee will be entitled to payment for
- 3 vacation leave credits.

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;
5. A victim of domestic violence, sexual assault, or stalking;
6. 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

1 assault, between family or household members as defined in
2 [RCW 26.50.010](#); sexual assault of one family or household member
3 by another family or household member; or stalking as defined in
4 [RCW 9A.46.110](#) of one family or household member by another
5 family or household member.

6 2. "Employee" means any employee who is entitled to accrue sick
7 leave or vacation leave and for whom accurate leave records are
8 maintained.

9 3. Employee's "relative" is limited to the employee's spouse, domestic
10 partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child,
11 stepchild, grandchild, sibling, grandparent, parent, or stepparent.

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

18 5. "Parental leave" means leave to bond and care for a newborn child
19 after birth or to bond and care for a child after placement for
20 adoption or foster care, Parental leave must be used within sixteen
21 (16) weeks immediately after birth or placement unless the birth
22 parent suffers from a pregnancy disability. When the birth parent
23 suffers from a pregnancy disability, the period of sixteen (16) weeks
24 for parental leave begins immediately after the pregnancy disability
25 has ended provided the parental leave is used within the first year of
26 the child's life.

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birth or placement.

27 6. "Pregnancy disability" means a pregnancy-related medical
28 condition or miscarriage.

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

8. “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.

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

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

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

12. “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.

1 B. The employee has abided by agency policies regarding the use of sick leave
2 if the employee qualifies under Articles within this contract.

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C

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

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

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

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

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16 **13.3** An employee may donate vacation leave, sick leave, or personal holiday to another
17 employee only under the following conditions:

18 A. The receiving employee:

- 19 1. Suffers from, or has a relative or household member suffering from,
20 an illness, injury, impairment, or physical or mental condition which
21 is of an extraordinary or severe nature; or
- 22 2. Has been called to service in the uniformed services; or
- 23 3. Has the needed skills to assist in responding to an emergency or its
24 aftermath and volunteers their services to either a governmental
25 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 their:

1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 13.3 A.1. The employee is not required to deplete all of their accrued vacation and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave;

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2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Subsection 13.3 A.2. The employee is not required to deplete all of their accrued vacation leave and paid military leave allowed under RCW 38.40.060 and can maintain up to forty (40) hours of vacation leave and forty (40) hours of military leave.

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3. Vacation leave and personal holiday if the employee qualifies under Subsection 13.3 A.3, or 13.3 A.4. The employee is not required to

deplete all of their accrued vacation leave and can maintain up to forty (40) hours of vacation leave; or

4. Vacation leave, sick leave, 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. The employee is not required to deplete all of their accrued vacation leave and sick leave and can maintain up to forty (40) hours of vacation leave and forty (40) hours of sick leave.

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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

1 maximum of five hundred twenty-two (522) days of shared leave during total state
2 employment, except that, the Employer may authorize leave in excess of five
3 hundred twenty-two (522) days in extraordinary circumstances for an employee
4 qualifying for the program because they are suffering from an illness, injury,
5 impairment or physical or mental condition which is of an extraordinary or severe
6 nature. Shared leave received under the uniformed service shared leave pool in
7 [RCW 41.04.685](#) is not included in this total. A non-permanent or on-call employee
8 who is eligible to use accrued leave or personal holiday may not use shared leave
9 beyond the termination date specified in the non-permanent or on-call employee's
10 appointment letter.

11 **13.5** A. The agency head or designee will require the employee to submit, prior to
12 approval or disapproval:

- 13 1. A medical certificate from a licensed physician or health care
14 practitioner verifying the severe or extraordinary nature and
15 expected duration of the condition when the employee is qualified
16 under Subsection 13.3 A.1;
- 17 2. A copy of the military orders verifying the employee's required
18 absence when the employee is qualified for shared leave under
19 Subsection 13.3 A.2;
- 20 3. Proof of acceptance of an employee's offer to volunteer for either a
21 governmental agency or nonprofit organization during a declared
22 state of emergency when the employee is qualified for shared leave
23 under Subsection 13.3 A.3;
- 24 4. Verification of the employee's status as a victim of domestic
25 violence, sexual assault or stalking when the employee is qualified
26 for shared leave under Subsection 13.3 A.4.

5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under Subsection 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 their regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with 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. 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

Deleted: 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.

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

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

13.9 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.

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13.10 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.

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13.11 The agency will maintain records that contain sufficient information to provide for legislative review.

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

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ARTICLE 14

**FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY
DISABILITY LEAVE, AND WASHINGTON PAID FAMILY
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.~~
14.1 Family and Medical Leave Act of 1993 (FMLA)

~~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;

1 3. FMLA~~WFLA~~ leave to care for a spouse, son, daughter, or parent;
2 ~~or domestic partner as defined by RCWs 26.60.020 and 26.60.030~~
3 who suffers from a serious health condition that requires on-site care
4 or supervision by the employee; ~~Because the FMLA does not~~
5 ~~recognize state registered domestic partners, an absence to care for~~
6 ~~an employee's state registered domestic partner in accordance with~~
7 ~~the WFLA will not be counted towards the twelve (12) weeks of~~
8 ~~FMLA;~~

9
10 4. FMLA~~WFLA~~ leave for a qualifying exigency when the employee's
11 spouse, child of any age, or parent is on active duty or call to active
12 duty status of the Reserves or National Guard for deployment to a
13 foreign country.

14 Qualifying exigencies include attending certain military events,
15 arranging for alternate childcare, addressing certain financial and
16 legal arrangements, attending certain counseling sessions, and
17 attending post deployment reintegration briefings;

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

24 During a single twelve (12) month period during which Military
25 Caregiver Leave is taken, the employee may only take a combined
26 total of twenty-six (26) weeks of leave for Military Caregiver Leave
27 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 their 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.

1 **14.75** The Employer will use forms designated by the United States Department of Labor
2 in the administration of FMLA.

3 ~~14.8 A. Parental leave will be granted to the employee for the purpose of bonding~~
4 ~~with their newborn, adoptive or foster child. Parental leave may extend up~~
5 ~~to six (6) months, including time covered by the FMLA/WFLA during the~~
6 ~~first year after the child's birth or placement. Leave beyond the period~~
7 ~~covered by the FMLA/WFLA may only be denied by the Employer due to~~
8 ~~operational necessity. Such denial may be grieved beginning at Step 3 of~~
9 ~~the grievance procedure in Article 32.~~

10 ~~B. Parental leave may, at the employee's option, be a combination of the~~
11 ~~employee's accrued vacation leave, sick leave, personal holiday,~~
12 ~~compensatory time, or leave without pay. Sick leave may only be used for~~
13 ~~the same time period the employee is approved and using FMLA or WFLA~~
14 ~~leave for baby bonding purposes.~~

15 **14.96** The Employer may require certification from the employee's, the family member's,
16 or covered service member's health care provider for the purpose of qualifying for
17 FMLA~~WFLA~~.

18 **14.107** Personal medical leave or serious health condition leave or serious injury or illness
19 leave covered by FMLA~~WFLA~~ may be taken intermittently when certified as
20 medically necessary. Employees must make reasonable efforts to schedule leave
21 for planned medical treatment so as not to unduly disrupt the Employer's
22 operations. Leave due to qualifying exigencies may also be taken on an intermittent
23 basis.

24 **14.118** Upon returning to work after the employee's own FMLA~~WFLA~~-qualifying illness,
25 the employee may be required to provide a fitness for duty certificate from a health
26 care provider.

1 ~~14.129~~ An employee returning from FMLA/~~WFLA~~ leave will have return rights in
2 accordance with FMLA ~~and WFLA~~.

3 ~~14.1310~~ The employee will provide the Employer with not less than thirty (30) days'
4 notice before the FMLA/~~WFLA~~ leave is to begin. If the need for the leave is
5 unforeseeable thirty (30) days in advance, then the employee shall provide such
6 notice as is reasonable and practicable.

7 ~~14.14 Leave for pregnancy or childbirth related disability is in addition to any leave~~
8 ~~granted under FMLA/WFLA or Washington state family leave laws.~~

9 **14.11 Parental Leave**

10 A. Parental leave will be granted to the employee for the purpose of bonding
11 with their newborn, adoptive or foster child. Parental leave may extend up
12 to six (6) months, including time covered by the FMLA during the first year
13 after the child's birth or placement. Leave beyond the period covered by the
14 FMLA may only be denied by the Employer due to operational necessity.
15 Such denial may be grieved beginning at Step 3 of the grievance procedure
16 in Article 32.

17 B. Parental leave may, at the employee's option, be a combination of the
18 employee's accrued vacation leave, sick leave, personal holiday,
19 compensatory time, or leave without pay. Sick leave may only be used for
20 the same time period the employee is approved and using FMLA leave for
21 baby bonding purposes.

22
23 **14.152 Pregnancy Disability Leave**

24 Pregnancy disability leave will be granted for the period of time that an employee
25 is sick or temporarily disabled because of pregnancy and/or childbirth. An
26 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.

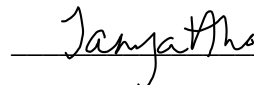
14.13 Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or Washington state family leave laws.

14.14 Washington Paid Family Medical Leave Program

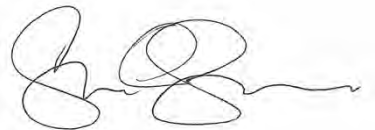
The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A, those amendments are considered by the parties to be incorporated herein.

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

Date: 9.24.20



Tanya Aho, Lead Negotiator
Employer



Sarah Lorenzini, Lead Negotiator
Protec17

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 their accrued leave in Section A immediately above.

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

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

7 The Employer may allow telework during severe inclement weather, where
8 possible.

9 **15.4** Employees who report to work late due to severe inclement weather will be allowed
10 up to one (1) hour of paid time. Section 15.3 will apply to any additional late time.

11 **15.5** If the Director or Secretary or designee of an agency determines a state office or
12 work location is non-operational after the work shift has begun, employees will be
13 released for the balance of the day without loss of pay. An employee who was
14 unable to report to work because of severe inclement weather or a natural disaster
15 or conditions caused by severe inclement weather or a natural disaster and is on
16 leave in accordance with Subsection 15.3 of this Article, will be compensated for
17 the balance of their work shift remaining after the determination that the state office
18 or work location is non-operational and will not be charged leave for that time. An
19 employee who is on approved leave for reasons other than severe inclement weather
20 or a natural disaster will not have their 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, stepchild, grandchild, foster child, custodial child, unborn or miscarried child, child-in-law, grandparent, parent, stepparent, sibling, sibling-in-law, aunt, uncle, niece, nephew, first cousin, 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 thirty (30) working days in a two (2) year period, for participating in life-giving procedures. Such leave shall not be charged against sick leave or annual

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1 leave, and use of leave without pay is not required. “Life-giving procedure”
2 is defined as a medically-supervised procedure involving the testing,
3 sampling, or donation of ~~▼ organs, ▼ tissues, and other human body~~
4 components for the purposes of donation, without compensation, to a person
5 or organization for medically necessary treatments. “Life giving procedure”
6 does not include the donation of blood or plasma. Employees will provide
7 reasonable advance notice and written proof from an accredited medical
8 institution, physician or other medical professional that the employee
9 participated in a life-giving procedure. Agencies may take into account
10 program and staffing replacement requirements in the scheduling of leave
11 for life-giving procedures.

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12 G. When approved, employees will receive paid leave, not to exceed five (5)
13 working days in a two (2) year period, for the donation of blood, platelets
14 or fluids to a person or organization for medically necessary treatments.
15 Employees will provide reasonable advance notice and written proof from
16 an accredited medical institution, physician or other medical professional
17 that the employee participated in the donation procedure. Agencies may
18 take into account program and staffing replacement requirements in the
19 scheduling of leave for these donations.

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20 **16.2 Examinations/Interviews**

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

24 **16.3 Employee Assistance Program**

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

27 **16.4 Jury Duty**

28 Employees will receive paid leave and be allowed to retain any compensation paid
29 to them for their jury duty service. Employees will promptly inform the Employer
30 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 they:

A. Are a party in the matter and are not represented by the Attorney General's Office of the State of Washington; or

B. Have 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 their supervisor. However, the supervisor has the discretion to allow a shorter notice period.

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

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.

- 1 C. Personal leave may not be carried over from one (1) fiscal year to the next.
- 2 D. Part-time and on-call employees who are employed during the month in
3 which the personal leave day is taken will be compensated for the personal
4 leave day in an amount proportionate to the time in pay status during the
5 month to that required for full-time employment.
- 6 E. Upon request, an employee will be approved to use part or all of their
7 personal leave day for:
 - 8 1. The care for family members as required by the Family Care Act,
9 [WAC 296-130](#);
 - 10 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
11 and in accordance with [Article 19.8](#); or
 - 12 3. Leave as required by the Domestic Violence Leave Act,
13 [RCW 49.76](#).

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.

Well-groomed facial hair is permissible in the workplace for WSP COA's, CO1's, and CO2's except while wearing a WSP-issued uniform.

21.5 WSP CVO and CVEO Take Home Vehicles

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.

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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, and will notify the Union when the appointment is made if the employee will not attend a New Employee Orientation. 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 the Union provides written notice of an employee's authorization for the deduction of membership dues to the Employer, 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.

40.3 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. 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 [RCW 41.04.230](#).

40.4 Revocation

A. An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Union. The cancellation will

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become effective upon the Employer's receipt of the revocation from the Union no later than the second payroll after receipt of the notice.

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40.5 Indemnification

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 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, work phone number (if available), work e-mail address (if available), 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, work phone number (if available), work e-mail address (if available), 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,

1 organizational code, work county, work contract type, employee group,
2 work phone number (if available), work e-mail address (if available),
3 physical work location and any other information necessary to determine
4 non-permanent appointment status.

5 D. In addition to the annual and quarterly reports provided in Subsection 1.5 A
6 and B, the Employer and/or covered agencies will provide the Union with a
7 document listing the numeric codes used in the reports along with their
8 associated meanings. The Employer and/or covered agencies will provide
9 the Union with updates of this document whenever changes or revisions to
10 the document are made.

11 E. The Employer will cooperate with the Union to facilitate the process of
12 obtaining the reports listed in paragraphs A-D above and will make a good
13 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 their position is improperly classified may request a review according to the following procedure:

- A. The employee ~~will complete and sign the appropriate form and will~~ send a copy of the request directly to the local Human Resources Office to be date-stamped.
- B. ~~The local Human Resources Office will review the completed form in conjunction with the employee's supervisor~~ and make a decision regarding appropriate classification. The Human Resources Office will respond to the employee and 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, they may appeal the agency's decision to the Director of OFM State Human Resources within thirty (30) calendar days of being provided the

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1 results of a position review or the notice of reallocation. The Director of
2 OFM State Human Resources will then make a written determination which
3 will be provided to the employee.

4 D. The Employer or the employee may appeal the determination of the Director
5 of OFM State Human Resources to the Washington Personnel Resources
6 Board, within thirty (30) calendar days of being provided the written
7 decision of the Director of OFM State Human Resources. The Board will
8 render a decision which will be final and binding.

9 E. Employees will suffer no loss in pay for attending allocation appeal hearings
10 that are scheduled during their work time. Employees will not be paid for
11 attendance at hearings that are held outside their normal working hours;
12 however, employee-requested schedule changes will be approved, if
13 necessary. The Employer is not responsible for paying the employee's
14 travel and per diem expenses for attending allocation appeal hearings.

15 F. The effective date of a reallocation resulting from an employee request for
16 a position review is the date the request was filed with the local Human
17 Resources Office. The local Human Resources Office will not act upon the
18 request until the signed copy is received from the employee's supervisor.

19 **41.3 Effect of Reallocation**

20 A. Reallocation to a Class With a Higher Salary Range Maximum

21 1. If the employee has performed the higher level duties for at least six
22 (6) months and has the skills and abilities required of the position,
23 the employee will remain in the position and retain their existing
24 appointment status.

25 2. If the reallocation is the result of a change in the duties of the
26 position and the employee has not performed the higher level duties
27 for at least six (6) months, the Employer must give the employee the
28 opportunity to compete for the position if they possess 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, they 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 their 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 their 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 their salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

1 Upon appointment to the higher class, the employee's base salary will be
2 increased to a step of the range for the new class that is nearest to five
3 percent (5%) higher than the amount of the pre-promotional step. The
4 Appointing Authority may approve an increase beyond this minimum
5 requirement, not to exceed the maximum of the salary range.

6 B. Reallocation to a Class With an Equal Salary Range Maximum

7 The employee retains their previous base salary.

8 C. Reallocation to a Class With a Lower Salary Range Maximum

9 The employee will be paid an amount equal to their current salary provided
10 it is within the salary range of the new position. In those cases where the
11 employee's current salary exceeds the maximum amount of the salary range
12 for the new position, the employee will continue to be compensated at the
13 salary they were receiving prior to the reallocation downward, until such
14 time as the employee vacates the position or their salary falls within the new
15 salary range.

16 **41.5** Decisions regarding appropriate classification will not be subject to the grievance
17 procedure specified in [Article 32](#) of this Agreement.

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 1s (CO1), Communication Officer 2s (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) CO1s;
2. D2 full-time COAs, CO1s and CO2s;
3. Statewide part-time (intermittent and tandem) CO1s from other districts, full-time COAs, CO1s and CO2s as operationally needed.

The provision of this MOU will expire on June 30, 2023.

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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

28 of the CVEO Basic Academy class or twelve (12) months from appointment
29 date, whatever comes later. All other provisions of Article 4.12 apply.

30 The provisions of this MOU become effective for appointments made on or after this date
31 and expires on June 30, ~~2023~~.

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32

The parties agree to address the serious budget shortfall facing Washington State by participating in furloughs. The term “furlough” as used in this proposal shall mean the same as “temporary layoff” as provided for in the PROTEC17 CBA.

The following proposal is the Employer’s final economic and non-economic package proposal for the 2021-2023 collective bargaining agreement between PROTEC17 and the State of Washington. This proposal must be accepted in its entirety and if accepted, will result in the conclusion of economic and non-economic bargaining for the 2021-2023 Collective Bargaining Agreement (CBA) between the parties.

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Wages

All Pay Ranges (Article 42.1 and 42.2) are modified as follows:

0% General Wage increase effective July 1, 2021

0% General Wage increase effective July 1, 2022

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The provisions of Article 42.5 A-E are suspended during July 1, 2021 to June 30, 2023. All longevity increases (Step M) are suspended during July 1, 2021 to June 30, 2023. ¶

Budget Savings (In an MOU expiring June 29, 2023)

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Furloughs

All represented employees covered by PROTEC17 in agency designated non-backfill positions will take one (1) furlough day per month during July 1, 2021 through June 30, 2023. One (1) furlough day shall be equal to eight (8) hours for full-time employees. Furloughs shall be prorated for part-time employees according to their FTE percentage. Employees may be authorized to take a voluntary furlough day with agency approval. The employer reserves the right to determine additional furloughs pursuant to Article 36.5 and to exempt certain positions based upon business needs. Employees will be given the opportunity to submit for a preferred furlough day. If the request is denied, a reason will be provided in writing.

In the event there is a change in federal or state law that affects potential unemployment insurance claims covering these furlough days without reducing budget savings to the State, the parties agree to meet to discuss impacts to bargaining unit members.

Reopener

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

1. Possible adjustments to furloughs provided for in this MOU.
2. To bargain over whether to establish a personal leave day in recognition of the Juneteenth holiday.

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The party seeking to reopen this MOU shall notify the other party no later than July 1, 2021. Bargaining will begin at a time mutually agreed upon by the parties no later than July 15, 2021. All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining. The parties' agreement to reopen this MOU for fiscal year 2023 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in the language.

This MOU expires June 29, 2023.

The following proposals are attached as part of this package proposal:

- Article 6 - Hours of Work – This is a revised ECP1 to address Protec17's proposal in Article 16 regarding breastfeeding mothers
- Article 10 - Holidays (TA)
- Article 11 - Vacation Leave (TA)
- Article 13 - Shared Leave (TA)
- Article 15 - Severe Inclement Weather and Natural Disaster (TA)
- Article 16 - Miscellaneous Leave (TA ECP2)
- Article 21 - Uniforms, Tools and Equipment (TA ECP3)
- Article 25 - Licensure and Certification (TA)
- Article 40 - Union Membership and Payroll Deduction (TA)
- Article 41 - Classification (TA)
- MOU – DEI (TA)
- MOU – WSP Take Home Vehicles (TA)
- MOU – Tentative Leave for LSRs (TA)
- MOU – Commitment TA EIP
- Appendix G – Assignment Pay (TA ECP1)

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17
2021-2023 CBA SHARED COMMITMENTS

Telework

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

The parties recognize that telework may be a regular part of life for some groups of State employees, and as such, commits to work collaboratively to establish policies and best practices that serve to support both the State and its employees in accomplishing its overall mission to provide services to the residents of Washington state.

Dual Language

The parties recognize and appreciate the value provided to the State by employees who provide dual language services as part of their assigned job responsibilities. The parties agree to continue to partner by engaging in conversations, both in LMCCs and as agencies create and revise their administrative policies.

Either party at any time can request a Labor Management Communication Committee meeting to discuss the topics outlined in this Memorandum of Understanding.

1 **THIS MOU EXPIRES ON JUNE 30, 2023.**

2

3 **DATED:**

For the Employer

For the Union

4

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17**

Diversity, Equity and Inclusion

The State of Washington and PROTEC17 recognized the need to embrace workforce diversity, equity, and inclusion, through the elimination of barriers to growth and opportunity, allowing each employee to contribute their full measure of talent, and building our capacity to deliver innovative, effective, and culturally relevant services to all the people of Washington.

At the request of the Governor, agencies throughout the State of Washington will be engaged in efforts to reassess training, policy compliance, and data reporting toward the goal of ensuring a respectful, diverse, equitable, and inclusive work environment. PROTEC17 is a vital partner in reaching this goal. The parties recognize there is important work to be done collectively to achieve diversity, equity, and inclusion and are committed to creating a positive work environment where employees are its most valuable resource.

To that end, as agencies modify their policies to support this work, PROTEC17, whether through informal discussions at UMCC or LMC meetings, or through other more formal notice, will be provided an opportunity to review and give input on these changes before they are adopted by the agencies.

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

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

This Memorandum of Understanding will become effective on the date of final signature of the parties and shall expire on June 30, 2023.

Date: _____

For the Employer

For the Union

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 2s (TE2) and Transportation Engineer 3s (TE3) to achieve their professional licensure and promote into the senior-level series, the parties enter into this Memorandum of Understanding.

TE2s and TE3s will receive a one-lump sum payment of five-thousand dollars (\$5,000.00) 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, 2021 through June 15, 2024.

- 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~~ PROTEC 17 by July 31, 2020~~2~~.

The terms of this MOU will expire on June 15, 2023~~4~~.

Tanya Aho^{/s/} 08/18/20
Tanya Aho, Negotiator Date

OFM/LRS

 8-21-20
Sarah Lorenzini, Negotiator Date

PTE Local 17