

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

1 position may be considered along with all other candidates who have
2 the skills and abilities to perform the duties of the position.

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

6 5. When recruiting for multiple positions, the agency may add an
7 additional five (5) agency candidates and five (5) other candidates
8 to the certified list for each additional position.

9 B. Non-Permanent

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

17 2. The Employer may convert a non-permanent appointment to a
18 permanent appointment when the non-permanent employee is in an
19 entry-level position. The Department of Transportation (DOT) may
20 also convert Transportation Technician 2s and Transportation
21 Planning Technician 2s. The Department of Licensing (DOL) may
22 convert LSR2s, provided there are no eligible bid transfer candidates
23 for the position. The converted employee will serve a probationary
24 or trial service period. The Employer must follow [Section 4.11](#),
25 DOL and Washington State Patrol (WSP) Transfers, or appoint an
26 internal layoff candidate, if one exists, before converting an
27 employee from a non-permanent appointment to a permanent
28 appointment. Time spent in a non-permanent appointment may

count towards the probationary or trial service period for a permanent position within the same job classification.

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

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

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

C. On-Call Employment

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

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss a proposed in-training series at a Labor/Management Communication Committee meeting prior to implementation.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer.
3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsections 4.12 \(B\)\(3\) and 4.12\(B\)\(4\)](#) of this Article.
4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.

1 5. If a trial service period is required for each level of the in-training
2 appointment, the employee will attain permanent status upon
3 successful completion of the training program at each level.
4 Nothing in this section precludes the employee from requesting a
5 reduction in the time served in the in-training plan at each level, as
6 long as the employee satisfies all the requirements at that level.

7 6. If the entire in-training program—meaning all levels within the in-
8 training appointment—is designated as a trial service period, the
9 employee will attain permanent status upon successful completion
10 of the training requirements for the entire in-training program.
11 Nothing in this section precludes the employee from requesting a
12 reduction in the time served in the in-training plan at each level, as
13 long as the employee satisfies all the requirements at that level.

14 E. Project Employment

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

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

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

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

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

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

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

F. Seasonal Career Employment

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

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

3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

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

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

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

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

4.11 DOL and WSP Transfers

A. Department of Licensing (DOL)

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

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

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

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

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

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

b. For EDL LSR positions, the notice for the EDL LSR vacancy with location, days, office hours and the cut-off date for application is electronically posted statewide to current EDL LSRs and candidates in the EDL LSR pool. Applicants responding are accepting the location, days, and office hours posted.

3. The 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

1 the permanent employee has the skills and abilities to perform the
2 duties of the position.

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

4 1. WSP – Communications Officers or Communications Officer
5 Assistants:

6 a. Employees desiring to transfer will initiate a request using
7 the agency's electronic system for doing so. If more than one
8 (1) employee requests a transfer to the same location, the
9 request with the earliest submission date will receive first
10 consideration. If two (2) or more employees have the same
11 submission date for transfer, the position will be given to the
12 employee with the longest most recent period of unbroken
13 service in the classification. Employee requests to transfer
14 will be honored prior to the filling of any position.

15 b. In the event a vacancy occurs and there are no transfer
16 candidates for the location in question, advertisement of the
17 vacancy will be made in the Daily Bulletin and posted at all
18 twenty-four (24) hour facilities. Employees will be given a
19 minimum of three (3) calendar days to submit a written
20 transfer request. Appointment will be made from among the
21 three (3) candidates with the longest most recent period of
22 unbroken service in the classification. Supervisors will
23 attempt to contact any employee who is on any form of leave
24 with the information of the advertised vacancy.

25 2. WSP – Commercial Vehicle Enforcement Officers ~~and Commercial~~
26 ~~Vehicle Officers/VIN Officer:~~

27 a. Employee-Requested Transfers:

1 Transfer requests shall be submitted to the HRD using the
2 Employer's electronic system for making transfer requests.
3 Transfer requests will be ranked by submittal date and time
4 for each district, divided by program type within the district
5 (CVD Interior, School Bus, and Port of Entry, Compliance
6 Review, and New Entrant). If two (2) or more employees
7 have the same submission date for transfer, the position will
8 be given to the employee with the longest most recent period
9 of unbroken service in the classification. Once employees
10 accept a transfer to a specific district program position, their
11 name will be removed from all transfer lists. Employees may
12 still request a transfer to another district program position,
13 but the employee's name will be placed at the bottom of the
14 existing list. When an employee does not accept a transfer
15 when one is offered from the transfer list, the transfer will be
16 offered to the next employee on the list. An employee who
17 declines transfers on two (2) occasions will be removed from
18 the list and may reapply.

19 b. Employees are limited to applying for a maximum of four
20 (4) district program positions at any one (1) time. When the
21 Employer has approved an employee transfer, a
22 representative of the HRD will notify the employee of the
23 transfer at least thirty (30) calendar days prior to its effective
24 date, either in person or by direct contact on the telephone,
25 except under exigent circumstances or if waived by mutual
26 agreement. Employee requests to transfer will be honored
27 prior to the filling of any position.
28

~~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 by advising their Division Commander of their desire to be selected for the vacancy. 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.~~

~~b. 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.~~

c. 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:

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

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

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

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

21 c. The applicant has been reprimanded or has been under a
22 work plan within three (3) months of the transfer request; or

23 d. The applicant has had other disciplinary action within the
24 last six (6) months; or

25 e. The applicant does not possess the skills and abilities to
26 perform the essential functions of the job; or

f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or

g. Appointment of the applicant would result in a violation of agency policy; or

h. Other conditions as stated below or agreed to by the Division Commander and the Staff Representative.

4. Other Guidelines for Transfers:

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

b. Only if there are no eligible transfer candidates 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. Extensions may be granted on a case-by-case basis.

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, will the total probationary period be less than twelve (12) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time

1 worked in the non-permanent appointment toward completion of the
2 twelve (12) month probationary period

3 B. Trial Service Period

4 1. Except for those employees in an in-training appointment, all other
5 employees with permanent status who are promoted, or who
6 voluntarily accept a transfer or demotion into a job classification for
7 which they have not previously attained permanent status, will serve
8 a trial service period of twelve (12) consecutive months. The
9 appointment letter will indicate the length of the trial service period.
10 The Employer may reduce the trial service period to no less than six
11 (6) consecutive months.

12 2. Any employee serving a trial service period will have their trial
13 service period extended, on a day-for-a-day basis, for any day(s) that
14 the employee is on leave without pay or shared leave, except for
15 leave taken for military service. An employee's trial service period
16 will not be extended due to time spent on temporary layoff unless
17 there is mutual agreement between the Employer and the employee.

18 3. Any employee serving a trial service period may voluntarily revert
19 to their former position within fifteen (15) days of the appointment,
20 provided that the position has not been filled, abolished or an offer
21 has not been made to an applicant.

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

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

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

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

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

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

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

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

5. Any unsuccessful employee who has no reversion options may request that their name be placed on the agency's internal layoff list 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: 09/20/22

Tanya Aho

Tanya Aho, Lead Negotiator

Office of Financial Management

Sarah Lorenzini

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.

1 H. Work Schedules

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

5 I. Work Shift

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

7 J. Workweek

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

14 K. Telework

15 Telework is the practice of performing required job functions at an alternate
16 work location that would normally be performed at the employee's official
17 duty station. An approved telework agreement will outline the details of the
18 telework expectations.

19 **6.2 Determination**

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

23 **6.3 Overtime-Eligible Employees (Excluding Engineering Positions)**

24 A. Regular Work Schedules

25 The regular work schedule for overtime-eligible employees will not be more
26 than forty (40) hours in a workweek, with starting and ending times as
27 determined by the requirements of the position and the Employer. The
28 regular work schedule will include two (2) consecutive scheduled days off,
29 except as required by operational necessity or as modified in this Article.

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

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

7 C. Daily Work Shift Adjustment

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

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

14 1. When an employee requests to adjust their hours within the work
15 shift and works no more than forty (40) hours within the workweek.

16 D. Alternate Work Schedules

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

25 E. WSP Workweek Defined - Overtime-Eligible Shift Employees

26 For the purpose of this Agreement, the workweek is defined as continuous
27 five (5) work-days-per-week shifts which rotate each twenty-eight (28)

calendar days to a different schedule of regular days and hours per week. The rotation involves extended or shortened time off between the ending shift of one schedule and the beginning shift of the next, but does not require more than eight (8) hours work in any one (1) twenty-four (24) hour period within a schedule or more than fifty-two (52) forty (40) hour workweeks per year.

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

F. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. The notice will state the duration of the change. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Overtime-eligible employees will receive ~~five~~ ~~three~~ (53) calendar days' written notice of any temporary schedule change. The day that notification is given is considered the first day of notice. Adjustments in the hours of work of daily work shifts during a workweek do not constitute a temporary schedule change.

If the Employer makes a temporary change to the permanent work schedule of an overtime-eligible employee without giving at least ~~five~~ ~~three~~ (53) days' notice of the change, employees will be paid for all time worked outside the scheduled hours or days at one and one-half (1 1/2) times their base rate for the duration of the notice period.

G. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently changed with prior notice from the Employer. Overtime-eligible employees will receive seven (7) calendar days' written notice of a permanent schedule change. The day notification is given is considered the first day of notice.

Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

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

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

I. Emergency Schedule Changes

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

J. Employee-Requested Schedule Changes

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

K. Notice to Employees of Overnight Travel Status

Employees required to be in travel status overnight will be given seven calendar (7) days' notice of the travel requirement. If the Employer requires

overnight travel of an overtime-eligible employee without giving at least seven (7) days' notice, employees will be paid one and one-half (1 ½) times their base rate for the duration of the notice period not to exceed eight (8) hours.

6.4 Overtime-Eligible Engineering Employee Work Schedules

A. Regular Work Schedules

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

~~**B. Daily Work Shift Adjustment**~~

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

C. Alternate Work Schedules

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

D. Temporary Schedule Changes

Employees' workweeks and/or work schedules may be temporarily changed with prior notice from the Employer. The notice will state the duration of

the change. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. The day that notification is given is considered the first day of notice. Overtime-eligible engineering employees will receive three (3) calendar days' written notice of any temporary schedule change. Failure to provide the proper notice under this provision will result in payment at one and one-half (1 1/2) times their base rate for the duration of the notice period not to exceed eight (8) hours. This payment will not be paid for any portion of the temporary schedule change that overlaps the employee's regular work schedule and/or shift. ~~Daily work shift adjustments, as defined in Subsection 6.4 B or extensions in the hours of work of an employee's daily work schedule and/or shift or a return to the employee's regular work schedule and/or shift do not constitute a temporary schedule change.~~

E. Permanent Schedule Changes

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

F. When a change in an overtime-eligible engineering employee's assigned hours or shift is made on a same day basis, the employee may work their scheduled shift for that day only, unless the combined total hours would exceed sixteen (16) hours in a twenty-four (24) hour period. Overtime pay

1 and shift or schedule change penalty pay will not be paid for the same
2 incident.

3 G. Emergency/Unforeseen Schedule Changes

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

9 H. Employee-Requested Schedule Changes

10 Overtime-eligible engineer employees' workweeks and work schedules
11 may be changed at the employee's request and with the Employer's
12 approval. Requests will not be denied provided the Employer's business and
13 customer service needs are met and no overtime expense is incurred. An
14 employee may elect to waive shift premium. An employee-requested
15 schedule change will not constitute a permanent or temporary schedule
16 change.

17 I. Overtime-eligible engineering employees will not be required to work in
18 excess of sixteen (16) hours in any twenty-four (24) hour period except in
19 extreme emergencies. After working sixteen (16) hours in a twenty-four
20 (24) hour period (meal and rest periods notwithstanding), DOT employees
21 will be allowed a rest period of at least eight (8) hours off. If the eight (8)
22 hours off overlap the employee's regular shift, up to eight (8) hours of such
23 an overlap will be a paid reassignment to home for resting purposes.

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

26 Positions assigned to field crews in the Travel Data & Analysis and
27 Roadway Branch in the Statewide Travel & Collision Data and the GIS &
28 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.

L. Notice to Employees of Overnight Travel Status

Employees required to be in travel status overnight will be given three calendar (3) days' notice of the travel requirement. If the Employer requires overnight travel of an overtime-eligible employee without giving at least three (3) days' notice, employees will be paid one and one-half (1 ½) times their base rate for the duration of the notice period not to exceed eight (8) hours.

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

1 hours longer than a normal workday will be allowed an additional thirty (30) minute
2 unpaid meal period. When an employee's unpaid meal period is interrupted by work
3 duties, the employee will be allowed to resume their unpaid meal period following
4 the interruption, if possible, to complete the unpaid meal period. In the event an
5 employee is unable to complete the unpaid meal period due to operational necessity,
6 the employee will be entitled to compensation, which will be computed based on
7 the actual number of minutes worked within the unpaid meal period. Meal periods
8 may not be used for late arrival or early departure from work and meal and rest
9 periods will not be combined.

10 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

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

16 **6.7 Overtime-Eligible Rest Periods**

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

26 **6.8 Positive Time Reporting – Overtime-Eligible Employees**

27 Overtime-eligible employees will accurately report time worked in accordance with
28 a positive time reporting process as determined by each agency using agency
29 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.

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

4 **6.10 Clean up Time**

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

6 **6.11 WSP Shift Coverage, Bidding and Assignment**

7 A. Shift Coverage

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

10 B. Shift Bidding

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

14 1. Locations Not Currently Bidding Shifts:

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

20 2. Locations Currently Bidding Shifts:

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

- 25 a. All votes require fifty-five percent (55%) consent to pass. A
26 non-vote or no preference vote is a “no” vote.

1 b. By mutual agreement between the Employer and employees
2 in each location, bid duration will be for three (3) months,
3 six (6) months, ~~or the entire year.~~

4 c. The Employer can use up to twenty-five percent (25%) of
5 the shifts as rotating shifts if necessary. ~~In addition to the~~
6 ~~twenty-five percent (25%), the Employer may assign~~
7 ~~probationary employees to rotating shifts for up to one (1)~~
8 ~~year.~~

9 d. Vacated or newly established shifts will not be available for
10 bidding until the next bid cycle. An employee transferring
11 into a location utilizing a shift bidding process will be
12 scheduled into the vacated or new shift for the remainder of
13 the current bidding period. A newly hired employee may be
14 scheduled into the vacated or new shift for the remainder of
15 the current bidding period.

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

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

21 i. The most senior volunteer, determined by time in
22 classification then time in bargaining unit; and

23 ii. The least senior employee on a shift compatible with
24 the operational need.

25 3. Communications Officers and Communications Officer Assistants
26 Shift Bidding:

- 1 a. Bidding will be by unbroken seniority in the classification,
2 then by unbroken seniority in the bargaining unit. If two (2)
3 or more employees have the same seniority date, ties will be
4 broken by lot for each shift.
- 5 b. Employees working in tandem will bid based on the most
6 senior tandem employee's seniority in accordance with
7 Subsection (a) immediately above.
- 8 c. Employees who complete trial service for six (6) months or
9 less in state service outside of the bargaining unit, including
10 six (6) months or less in an exempt position, will be accorded
11 unbroken seniority in the classification and bargaining unit
12 upon return to their previous classification.
- 13 d. If a CO2 reverts or voluntarily demotes to a CO1 they will
14 be accorded all unbroken time (including all previous CO1
15 and CO2 time) for shift bidding purposes.
- 16 e. If a CO1 elevates or promotes back to the CO2 classification
17 they will be accorded all previous CO2 time for shift bidding
18 purposes, but will not be accorded previous CO1 time for
19 such purposes.

20 4. CVO/CVEO Shift Bidding:

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

24 5. WSP Information Technology Specialist Shift Bidding:

25 Bidding will be by seniority that is based on an employee's length
26 of unbroken state service within the work unit (WSP IT Division
27 Customer Services Tier 1). Temporary assignments with WSP will

not be considered a break in service for the purpose of shift bidding.
If two (2) or more employees have the same seniority date, ties will
be broken in the following order:

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

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

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

7. Staff Meetings for Shift Employees:

No employee will be required to return to work for a meeting if the employee has just worked a graveyard shift, unless the meeting takes place within one (1) hour of the end of the shift or within four (4) hours before the beginning of the next graveyard shift. The Employer will make all best efforts to schedule training for graveyard shift consistent with the above.

8. Multiple Shift Assignments within a Workweek:

No employee will be required to work all three (3) shifts (day, swing, and graveyard) during a workweek.

6.12 Licensing Services Office Weekly Schedules

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

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.

6.14 Telework Position Eligibility

The parties agree that teleworking can improve employee morale, reduce climate change, and create efficiencies for both the Employer and the employee.

Employees who work in positions that are eligible for telework can submit a request to telework. The Employer will document and maintain approved telework requests on an agency telework agreement. Approved telework agreements will include the following:

1. No change in the employee's duty station solely due to the telework agreement;
2. Approved telework agreements shall terminate upon transfer to a new division or work unit;
3. Transferring employees must submit a new request;
4. Telework agreements, and any modification, will be kept on file at the employee's primary worksite and in the employee's official personnel file.

The Employer may require an employee to attend meetings in person or report to the office/field on an approved telework day. The Employer will consider the employee's personal and family needs.

The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to any of the following:

1. Articulated business needs;

1 2. Articulated customer service needs;

2
3 3. Documented performance and/or attendance concerns;

4
5 4. Failure to comply with the terms of the telework agreement.

6 The Employer will respond to an employee's request to telework within fourteen
7 (14) calendar days of the request.

8 The approval, modification, or termination of a telework agreement may only be
9 processed through Step 2 3 of the grievance process.

10 Employees will not normally be required to telework, unless circumstances arise
11 under Article 15, Severe Inclement Weather, Natural Disaster, Disaster Leave, and
12 Other Emergency Closures Leave.

13
14 Date: 09/20/22

15
16 

17 Tanya Aho, Lead Negotiator



Sarah Lorenzini, Lead Negotiator

18 Office of Financial Management

Protec17

ARTICLE 12

SICK LEAVE

12.1 Sick Leave Accrual

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

12.2 Sick Leave Use

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

A. A personal illness, injury or medical disability that prevents the employee from performing their job, for personal medical or dental appointments, and for reasons allowed under [RCW 49.46.210](#).

B. To provide care for family members as required by the Family Care Act, [WAC 296-130](#) and as allowed under [RCW 49.46.210](#). A family member is defined as a:

1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status;
2. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

3. Spouse;

4. Registered domestic partner as defined by [RCW 26.60](#);

5. Grandparent;

6. Grandchild; or

7. Sibling

C. In accordance with [RCW 49.46.210](#), when an employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason. Health-related reason, as defined by [WAC 296-128-600 \(8\)](#), means a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include closure for inclement weather.

D. Qualifying absences for Family and Medical Leave ([Article 14](#)).

E. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

F. Preventative health care of relatives or household members, up to one (1) day for each occurrence. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune. A relative is defined to include an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.

G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.

H. Up to fifteen (15) days, per deployment, for leave for Military Family Leave as provided for by [RCW 49.77](#) and in accordance with [Article 19.8](#).

I. Leave for Domestic Violence as provided for by [RCW 49.76](#).

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

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

12.4 Restoration of Vacation Leave

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

12.5 Sick Leave Reporting and Verification

A. An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. [With supervisor approval, notification may occur by phone, email, or other forms of technology.](#) If the employee is in a position where a relief replacement is necessary, the employee shall notify their supervisor as soon as possible, and must provide at least two (2) hours' notice prior to their scheduled time to report to work (excluding leave taken in accordance with Domestic Violence Leave). The supervisor may engage in a conversation with the employee regarding the potential duration of their absence but will not inquire regarding specific medical information that is protected by law.

B. If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. The employer will notify the

employee of the basis for the suspected abuse. Upon the employee's written request, the Employer will consider removal from medical verification requirement and respond to the request in writing.

C. An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

D. Medical certification or verification required for employees in overtime-eligible positions shall be in accordance with [RCW 49.46.210](#) and [WAC 296-128-660](#) and this agreement.

12.6 Sick Leave Annual Cash Out

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

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

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

12.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for their total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement shall not

include “vested out of service” employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

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

12.8 Re-employment

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

12.9 Carry Forward and Transfer

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

Date: September 14, 2022



Tanya Aho, Lead Negotiator

Office of Financial Management



Sarah Lorenzini, Lead Negotiator

Protec17

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.
7. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
8. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or

disability and requires assistance while attending appointments or treatments.

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

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

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

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

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

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

- 1 5. “Parental leave” means leave to bond and care for a newborn child
2 after birth or to bond and care for a child after placement for
3 adoption or foster care. Parental leave must be used within sixteen
4 (16) weeks immediately after birth or placement unless the birth
5 parent suffers from a pregnancy disability. When the birth parent
6 suffers from a pregnancy disability, the period of sixteen (16) weeks
7 for parental leave begins immediately after the pregnancy disability
8 has ended provided the parental leave is used within the first year of
9 the child’s life.

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

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

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

- 22 9. “Uniformed services” means the armed forces, the army national
23 guard, and the air national guard of any state, territory,
24 commonwealth, possession, or district when engaged in active duty,
25 state active duty, the commissioned corps of the public health
26 service, the coast guard, and any other category of persons
27 designated by the president of the United States in time of war or
28 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.

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

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

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

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

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

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

1 A. The receiving employee:

- 2 1. Suffers from, or has a relative or household member suffering from,
3 an illness, injury, impairment, or physical or mental condition which
4 is of an extraordinary or severe nature; or
- 5 2. Has been called to service in the uniformed services; or
- 6 3. Has the needed skills to assist in responding to an emergency or its
7 aftermath and volunteers their services to either a governmental
8 agency or to a nonprofit organization engaged in humanitarian relief
9 in the devastated area, and the governmental agency or nonprofit
10 organization accepts the employee's offer of volunteer services; or
- 11 4. Is a victim of domestic violence, sexual assault, or stalking.
- 12 5. Is taking parental leave and/or pregnancy disability leave.
- 13 6. Is a current member of the uniformed services or a veteran as
14 defined under RCW 41.04.005, and is attending medical
15 appointments or treatments for a service connected injury or
16 disability; or
- 17 7. Is a spouse of a current member of the uniformed services or a
18 veteran as defined under RCW 41.04.005, who is attending medical
19 appointments or treatments for a service connected injury or
20 disability and requires assistance while attending appointments or
21 treatments.

22

23 B. The illness, injury, impairment, condition, call to service, emergency
24 volunteer service, consequence of domestic violence, sexual assault, or
25 stalking, parental leave and/or pregnancy has caused, or is likely to cause,
26 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, compensatory time, and personal holiday, and personal leave day 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;
2. Vacation leave and paid military leave allowed under RCW 38.40.060, personal holiday, compensatory time, and personal leave day 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;
3. Vacation leave, and personal holiday, compensatory time, and personal leave day 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, and personal leave day 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

1 vacation leave and sick leave and can maintain up to forty (40) hours
2 of vacation leave and forty (40) hours of sick leave;:-

3 5. Vacation leave, sick leave, personal holiday, compensatory time,
4 and personal leave day if the employee qualifies under Subsection
5 13.3(A)(6) or 13.3(A)(7). The employee is not required to deplete
6 all of their accrued vacation leave and sick leave and can maintain
7 up to forty (40) hours of vacation leave and forty (40) hours of sick
8 leave.

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

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

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

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

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

25 **13.4** The agency head or designee will determine the amount of donated leave an
26 employee may receive and may only authorize an employee to use up to a
27 maximum of five hundred twenty-two (522) days of shared leave during total state

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

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

1. A medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 13.3(A)(1);
2. A copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 13.3(A)(2);
3. Proof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3(A)(3);
4. Verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 13.3(A)(4).
5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care

1 provider verifying the pregnancy disability when the employee is
2 qualified under Subsection 13.3(A)(5).

3 B. To the extent allowed by law, the agency will maintain the confidentiality
4 of the verifying information unless disclosure is authorized in writing by the
5 employee.

6 C. Where possible, the agency head or designee will respond in writing to
7 shared leave requests within ten (10) working days of receipt of a properly
8 submitted request.

9 **13.6** Any donated leave may only be used by the recipient for the purposes specified in
10 this Article.

11 **13.7** The receiving employee will be paid their regular rate of pay; therefore, one (1)
12 hour of shared leave may cover more or less than one (1) hour of the recipient's
13 salary. The calculation of the recipient's leave value will be in accordance with the
14 Office of Financial Management policies, regulations and procedures. The dollar
15 value of the leave is converted from the donor to the recipient. The leave required
16 will be coded as shared leave and be maintained separately from all other leave
17 balances.

18 **13.8** A. Any shared leave no longer needed or will not be needed at a future time in
19 connection with the original injury or illness or for any other qualifying
20 condition by the recipient, as determined by the agency head or designee,
21 will be returned to the donor(s).

22 B. Unused leave approved for an employee that suffers from an illness, injury,
23 impairment, or physical or mental condition which is of an extraordinary or
24 severe in nature may not be returned until the conditions in RCW 41.04.665
25 (10)(a)(i) or (ii) are met. ~~one of the following occurs:~~

26 1. The agency head or designee receives a doctor's statement verifying
27 the injury or illness is resolved; or

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

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

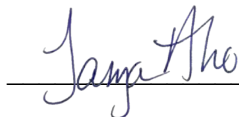
13.9 If an employee later has a need to use shared leave due to the same condition listed in their previously approved request, the agency head or designee must approve a new shared leave request for the employee.

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.

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

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.

Date: August 9, 2022



Tanya Aho, Lead Negotiator



Sarah Lorenzini, Lead Negotiator

ARTICLE 14

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

14.1 Family and Medical Leave Act of 1993 (FMLA)

Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) 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 leave in a twelve (12) month period for one or more of the following reasons 1-4:

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

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings;
5. Military Caregiver Leave will be provided an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member.

Eligible employees may take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

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

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

B. Entitlement to FMLA 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.

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

14.3 The Employer will continue the employee's existing Employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay their share of health care premiums.

- 51 **14.4** The Employer has the authority to designate absences that meet the criteria of the FMLA.
52 The use of any paid or unpaid leave (excluding leave for a work-related illness or injury
53 covered by workers' compensation or assault benefits and compensatory time) for an
54 FMLA qualifying event will run concurrently with, not in addition to, the use of the FMLA
55 leave for that event. The use of paid or unpaid leave will be at the employee's option.
56 However, any employee using paid leave for a family medical leave qualifying event must
57 follow the notice requirements relating to family medical leave usage in addition to any
58 notice and certification relating to paid leave.
- 59 **14.5** The Employer will use forms designated by the United States Department of Labor in the
60 administration of FMLA.
- 61 **14.6** The Employer may require certification from the employee's, the family member's, or
62 covered service member's health care provider for the purpose of qualifying for FMLA.
- 63 **14.7** Personal medical leave or serious health condition leave or serious injury or illness leave
64 covered by FMLA may be taken intermittently when certified as medically necessary.
65 Employees must make reasonable efforts to schedule leave for planned medical treatment
66 so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies
67 may also be taken on an intermittent basis.
- 68 **14.8** Upon returning to work after the employee's own FMLA qualifying illness, the employee
69 may be required to provide a fitness for duty certificate from a health care provider.
- 70 **14.9** An employee returning from FMLA leave will have return rights in accordance with FMLA
71 .
- 72 **14.10** The employee will provide the Employer with not less than thirty (30) days' notice before
73 the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in
74 advance, then the employee shall provide such notice as is reasonable and practicable.

14.11 Parental Leave

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

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

14.12 Pregnancy Disability Leave

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

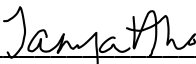
14.13 Leave for pregnancy or childbirth related disability is in addition to any leave granted under FMLA or Washington state family leave laws.

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.

The employee may use sick leave, personal holiday, compensatory time, personal leave day or vacation leave as a supplemental benefit while receiving a partial wage replacement for paid family and/or medical leave under the Washington Paid Family and Medical Leave Insurance Program, Title 50A RCW. The Employer may require verification that the employee has been approved to receive benefits for paid family and/or medical leave under Title 50A RCW before approving leave as a supplemental benefit. No other authorization or verification will be required to qualify for supplemental leave other than paid family and/or medical leave approval.

 06/9/22

Tanya Aho, Lead Negotiator Date
Employer

 6.23.22

Sarah Lorenzini, Lead Negotiator Date
Union

ARTICLE 15

SEVERE INCLEMENT WEATHER, ~~AND~~ NATURAL DISASTER LEAVE, ~~AND~~
OTHER EMERGENCY CLOSURES LEAVE

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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. Eligible, Non-emergency employees may be assigned to telework or 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 physically report to work, ~~or~~ remain at work, or telework because of severe inclement weather, ~~or~~ a natural disaster, or other emergency circumstances, 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, natural
10 disaster, or other emergency circumstances will be allowed up to one (1) hour of
11 paid time. The Employer may grant additional time if deemed reasonable under the
12 circumstances, which may include early release. Section 15.3 will apply to any
13 additional ~~late~~ time.

14 **15.5** If the Director or Secretary or designee of an agency determines a state office or
15 work location is non-operational after the work shift has begun, employees will be
16 released for the balance of the day without loss of pay. An employee who was
17 unable to report to work because of conditions caused by severe inclement weather,
18 ~~or a natural disaster, or conditions caused by severe inclement weather or a natural~~
19 disaster, or other emergency circumstances and is on leave in accordance with
20 Subsection 15.3 of this Article, will be compensated for the balance of their work
21 shift remaining after the determination that the state office or work location is non-
22 operational and will not be charged leave for that time. An employee who is on
23 approved leave for reasons other than severe inclement weather or a natural disaster
24 will not have their leave restored.

25
26 Date: September 15, 2022
27

1  _____  _____

2 Tanya Aho, Lead Negotiator Sarah Lorenzini, Lead Negotiator

3 Office of Financial Management Protec17

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ARTICLE 23

TRAVEL AND PER DIEM

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

23.2 Official Duty Station

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

23.3 Continual Travel – Return Rights

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

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

23.4 Illness or Injury During Travel

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

Date _____

ARTICLE 24

COMMUTE TRIP REDUCTION AND PARKING

24.1 The Employer will continue to encourage but not require employees covered by this Agreement to use alternate means of transportation to commute to and from work in order to reduce traffic congestion, improve air quality and reduce the need for parking.

24.2 Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.

24.3 The Employer may approve telework agreements consistent with Article 6.14.
~~agency policy as well as business and customer service needs.~~

24.4 During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of June 30, 2005.

24.5 The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with RCW 46.08.172.

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



A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce, and Snohomish Counties will receive a card for travel on public transportation known as a “One Regional Card for All,” otherwise known as an ORCA card. Travel via ferry is specifically excluded from this benefit.

B. All benefit eligible bargaining unit employees assigned an official duty station in King, Pierce, and Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty dollars (\$50.00) of the per monthly cost.

1 Date: August 10, 2022

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3

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4 Tanya Aho, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

5 Office of Financial Management

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ARTICLE 25

LICENSURE, ~~AND~~ CERTIFICATION, AND QUALIFICATIONS

25.1 The Employer and the Union recognize the necessity for employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position and to meet the qualifications of their position.

25.2 Agencies will continue their agency policy and/or practices related to licensure and certification.

25.3 Employees will notify their Appointing Authority or designee if their work related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift.

25.4 If the possession of a valid driver license and operating a motor vehicle is an essential function for the employee's position, the employee will, prior to their next scheduled shift, notify their supervisor of any driving citations involving controlled substances or alcohol.

25.5 Employees who fail to maintain appropriate licensure and/or certification to perform the duties of their assigned position and/or to meet the qualifications of their position may be subject to a non-disciplinary separation. All reasonable efforts will be made by the employee and employer to avoid separation under this provision.

25.6 Professional Engineer Licensure

The parties recognize the value that professional licensure brings to employees and WSDOT in their career advancement and wish to incentivize Transportation Engineer 2s (TE2) and Transportation Engineer 3s (TE3) to achieve their professional licensure and promote into the senior-level series.

1 TE2s and TE3s will receive a one-time lump sum payment of five-thousand dollars
2 (\$5,000.00) when they obtain their Washington State Professional Engineer (PE)
3 license on or after July 1, 2023 under the following conditions:

4 A. PE licensure shall not be a requirement of the job classification the
5 employee is assigned to.

6 B. Employees are required to provide WSDOT with evidence of
7 completion of the PE license in order to receive the lump sum payment
8 and before the payment is made.

9 C. Employees who accept the lump sum payment are required to remain
10 employed with WSDOT for at least two (2) years from the date they
11 receive the lump sum payment.

12 D. Employees who do not remain employed with WSDOT as required
13 above will have deducted from their final pay check, the amount equal
14 to the lump sum payment.

15 ~~A.E.~~ WSDOT may pursue alternative methods to collect the funds from
16 the employee in accordance with RCW 49.48.210.

17
18 Date: 09/20/22

19
20 

21 Tanya Aho, Lead Negotiator



Sarah Lorenzini, Lead Negotiator

22 Office of Financial Management

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ARTICLE 29

DISCIPLINE

29.1 The Employer will not discipline any permanent employee without just cause.

29.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

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

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

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

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

5 **29.4** Prior to imposing discipline, except oral or written reprimands, the Employer will
6 inform the employee in writing of the reasons for the contemplated discipline and
7 an explanation of the evidence. The Employer will provide the Union with a copy.
8 The employee will be provided an opportunity to respond either at a meeting
9 scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary
10 meeting with the Employer will be considered time worked.

11 **29.5** The Employer has the authority to impose discipline, which is then subject to the
12 grievance procedure set forth in [Article 32](#). The Employer will provide an employee
13 with fifteen (15) calendar days' written notice prior to the effective date of a
14 reduction in pay or demotion. If grieved, the effective date of the discipline will be
15 considered the occurrence giving rise to the grievance. Oral and written reprimands,
16 however, may only be processed through the agency head step of the grievance
17 procedure.

18 **29.6 Removal of Documents**

19 A. Written reprimands will be removed from an employee's personnel file or
20 from the WSP disciplinary file after three (3) years if:

- 21 1. Circumstances do not warrant a longer retention period; and
22 2. There has been no subsequent discipline; and
23 3. The employee submits a written request for its removal.

24 B. Records of disciplinary actions involving reductions-in-pay, suspensions or
25 demotions, and written reprimands not removed after three (3) years will be
26 removed after six (6) years if:

- 27 1. Circumstances do not warrant a longer retention period; and

2. There has been no subsequent discipline; and
3. The employee submits a written request for its removal.

C. The Employer will provide a written response to the employee request in Sections A and B above.

D. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#).

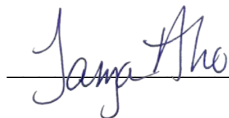
E. Any disciplinary action that meets the criteria in Sections A and B above will not be used as evidence to support additional discipline.

29.7 WSP Non-Investigative Matters

The parties are committed to resolving disciplinary matters involving WSP bargaining unit employees in a manner that is expeditious, fair, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal.

This section does not apply to DataQ submissions; therefore, DataQ's will not trigger the NIM process.

Date: August 30, 2022



Tanya Aho, Lead Negotiator



Sarah Lorenzini, Lead Negotiator

Office of Financial Management

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ARTICLE 31
UNION ACTIVITIES

31.1 Representation

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

31.2 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives and the jurisdictions for which they are responsible. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Staff representatives may have access to the Employer's offices or facilities in non-work areas, as designated by the Employer, to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. The staff representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts.

31.3 Union Stewards

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

1 B. Union stewards will be provided reasonable time during their normal
2 working hours to investigate and process grievances in accordance with
3 [Article 32](#), Grievance Procedure. In addition, union stewards will be
4 released during their normal working hours to prepare for and attend
5 meetings scheduled by management which are located within the steward's
6 office, facility, or geographic jurisdictional area for the following
7 representational activities:

- 8 1. Management-scheduled investigatory interviews and
9 pre-disciplinary meetings, in accordance with [Article 29](#), Discipline,
10 and/or
- 11 2. Fifteen (15) minutes to orient new employees at their work site.
- 12 3. Management-scheduled informal grievance resolution meetings,
13 grievance meetings, mediation sessions and arbitration hearings in
14 accordance with [Article 32](#), Grievance Procedure.
- 15 4. Meetings with an employee or union staff to discuss a potential
16 grievance.
- 17 5. At the request of an employee, where they have a right to
18 representation in accordance with [Article 31.1](#).

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

C. If the amount of time a union steward spends performing representational responsibilities is affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified immediately.

D. The Union will be allowed to make up to a thirty (30) minute presentation at DOL/WSP in-service training(s).

31.4 Employees

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

1. Informal grievance resolution meetings, grievance meetings, mediation sessions and arbitration hearings scheduled by the Employer in accordance with [Article 32](#), Grievance Procedure.

2. Meetings with a union steward and/or staff representative to discuss a potential grievance.

B. An employee will be provided work time to attend an investigatory interview and/or pre-disciplinary meeting scheduled by the Employer in accordance with [Article 29](#), Discipline.

C. An employee must obtain prior approval from their supervisor in order to attend a meeting or hearing. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site unless authorized by the agency.

D. For WSP CVEO/CVO

In the event an employee is involved in the use of force, the Employer will attempt to contact a union representative and inform them that a use of force

incident has occurred, the name of the involved employee, and the location of the incident. A supervisor at the scene will allow the employee to use Agency equipment to consult with a union representative. Employees involved in the use of force will be allowed to consult with a union representative prior to being asked to give an oral or written statement about the use of force. Such right to consult with a representative will not unduly delay the giving of the oral or written statement or prevent the Employer from obtaining critical information regarding the status of the incident, e.g. suspect(s) still at large or the location of critical evidence.

31.5 Use of State Facilities, Resources and Equipment

A. Meeting Space, ~~and~~ Facilities, and Equipment

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

B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities, except as provided for in this Agreement. This does not preclude the use of the telephone for representational activities seeking a representative if there is little or no cost to the Employer and the call does not disrupt or distract from agency business. With prior authorization of the Employer, State-issued computers and hot spots may be used in lieu of physical meeting space.

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

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

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

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

31.6 Bulletin Boards

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

The Employer is in agreement to extend all of the rights afforded under this Article via electronic means. For this purpose, the Union may submit informational fliers to the agency HR department's designated point of contact (POC) up to twice per month for distribution to represented employees by the agency via the state e-mail system. The Union will provide the HR POC with a minimum of three (3) business days' notice to distribute the flyer. Employees may use state issued computers and

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hot spots in lieu of a physical workspace for the purpose of receiving and reviewing this information.

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31.7 Time Off for Union Activities

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

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

31.8 Access to New Employees

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

The agencies will provide a minimum of seven (7) calendar days' notice of any New Employee Orientations (NEOs) as soon as possible to the Union in an e-mail that will include the new employees' name, appointment date, mailing address, and if available at the time of the notice, the work location, work phone number(s) and work e-mail addresses.

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31.9 All New Employee Orientation

When agencies provide group orientation to employees, they will provide new employees with a calendar invite that contains the time and location of the union's scheduled thirty (30) minute orientation to occur during worktime and as part of the agencies' orientation schedule. The agency will work with the union to identify a time slot as part of the group orientation. The agency will forward the calendar invite to the designated union representative.

WSP Only

The Union shall be provided access to new employees within ninety (90) days of the employee's start date. The Employer will provide the employee with information about the new employee orientation electronically, as well as a link to the electronic orientation.

31.10 Virtual New Employee Orientation

When agencies provide individual or group orientation to employees via electronic platforms, they will provide new employees with a calendar invite that contains a secure link to the union's scheduled thirty (30) minute orientation to occur during worktime and as part of the agency's orientation schedule. The agency will work with the union to identify a time slot as part of the group orientation. The agency will forward the calendar invite to the designated union representative. Employees may use state-issued computers and hot spots in lieu of a physical workspace for the purpose of attending the new employee orientation.

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Date: 09/20/22



Tanya Aho, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

Office of Financial Management

Protec17

ARTICLE 38

MANDATORY SUBJECTS

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

38.2 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

38.3 When possible, the parties agree to conduct a bargaining session within thirty (30) calendar days of receipt of the request to bargain.

38.4 Contracting Out

In order to maintain a collaborative relationship as it pertains to the use of contracting service for work that has been historically and traditionally performed by ~~PTE Local 17~~PROTEC17 members, WSDOT agrees to provide the following information with any intent to contract notice given to ~~PTE Local 17~~PROTEC17:

1. A description of the work being contracted.
2. Any available information that may help the Union understand WSDOT's need for contracting.

3. The estimated length and estimated amount of the contract, if known.

4. A selection of dates and times WSDOT is available to meet with the Union.

Consistent with both the Personnel System Reform Act of 2002 and the Construction Program Business Plan (CPBP) mandated by the Legislature in 2015, WSDOT and ~~PTE Local 17~~ PROTEC17 agree that it is in the best interest of the agency to maintain a core workforce as outlined in the CPBP. WSDOT will make reasonable but ambitious steps to recruit, train, and develop new and current employees to ensure efficient and equitable succession planning and project delivery. WSDOT will meet regularly with PROTEC17 to discuss progress being made to fulfill the goals outlined in the CPBP.

Date: 09/20/22



Tanya Aho, Lead Negotiator

Office of Financial Management



Sarah Lorenzini, Lead Negotiator

Protec17

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

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

B. Upon promotion or transfer to a position outside the bargaining unit, the Employer agrees to stop deducting dues from the employee's paycheck. This shall be effective the second ~~first~~ paycheck after the promotion or transfer, but no later than the third ~~second~~ paycheck after the promotion or transfer.

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

1 action, action type code and description, action reason and description, and
2 union deduction code.

3 C. Upon request, the Employer will provide reports listing all bargaining unit
4 members including classification, employee's name, employee's address,
5 organizational code, work county, work contract type, employee group,
6 work phone number (if available), work e-mail address (if available),
7 physical work location and any other information necessary to determine
8 non-permanent appointment status.

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

15 E. The Employer will cooperate with the Union to facilitate the process of
16 obtaining the reports listed in paragraphs A-D above and will make a good
17 faith effort to ensure that the reports are accurate and timely.

18 Date: 09/20/22

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21 Tanya Aho, Lead Negotiator

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Sarah Lorenzini, Lead Negotiator

22 Office of Financial Management

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ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For the ~~2021-2023~~2023-2025 biennium, the Employer Medical Contribution (EMC) will ~~be contribute~~ an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic ~~total weighted average of the projected medical premium~~ for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month. ~~The projected medical premium is the weighted average across all plans, across all tiers.~~

B. The point-of-service costs of the Classic Uniform Medical Plan (deductible, out-of-pocket maximums and co-insurance/co-payment) may not be changed for the purpose of shifting health care costs to plan participants, but may be changed from the 2014 plan under two (2) circumstances:

1. In ways to support value-based benefits designs; and
2. To comply with or manage the impacts of federal mandates.

Value-based benefits designs will:

1. Be designed to achieve higher quality, lower aggregate health care services cost (as opposed to plan costs);
2. Use clinical evidence; and
3. Be the decision of the PEB Board.

C. Article X.1 (B) will expire June 30, ~~2023~~2025.

X.2 A. The Employer will pay the entire premium costs for each bargaining unit employee for dental, basic life, and any offered basic long-term disability

insurance coverage. If changes to the long-term disability benefit structure occur during the life of this agreement, the Employer recognizes its obligation to bargain with the Coalition over impacts of those changes within the scope of bargaining.

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

X.3 Wellness

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

B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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

X.5 Medical Flexible Spending Arrangement

A. During January 202~~4~~² and again in January 202~~5~~³, the Employer will make available two hundred fifty dollars (\$250) in a medical flexible spending arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection X.5 B below.

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

1. Is occupying a position that has an annual full-time equivalent base salary of sixty-thousand dollars (\$60,000), ~~fifty-thousand-four dollars (\$50,004)~~ or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

2. Meets PEBB program eligibility requirements to receive the employer contribution for PEBB medical benefits on January 1 of the plan year in which the Employer FSA funds are made available, is not enrolled in a high-deductible health plan, and does not waive enrollment in a PEBB medical plan except to be covered as a dependent on another PEBB non-high deductible health plan.

3. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2088).


4. Base salary excludes overtime, shift differential and all other premiums or payments.

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

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

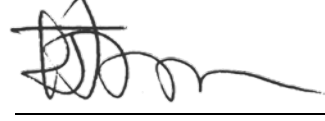
~~E. Eligible employees will be provided information regarding the benefit and use of the FSA funds at new employee orientation, during open enrollment periods, and at the beginning of each plan year. The PEB Health Care Benefits Labor Coalition and Health Care Authority committee will confer on methods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

For the Employer:

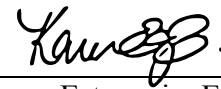

Ann Green, OFM
Lead Negotiator

09/14/2022
Date

For the Healthcare Coalition:


Jane Hopkins, President
SEIU 1199NW

9/15/2022
Date


Karen Estevenin, Executive Director
PROTEC17

09/15/2022
Date

COMPENSATION APPENDIX G

ASSIGNMENT PAY

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

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

CLASS TITLE	CLASS CODE	PREMIUM	REFERENCE #
GROUP A			
Transportation Engineer 1	530K	10 percent	14, XX3
Transportation Engineer 2	530L	See Ref.	14, 22, XX3
Transportation Engineer 3	530M	See Ref.	14, 22, XX3
Transportation Technician 1	538R	See Ref.	14, 22
Transportation Technician 2	538S	See Ref.	14, 22, XX3
Transportation Technician 3	538T	See Ref.	14, 22, XX3
<u>Commercial Vehicle Enforcement Officer 2</u>	<u>457L</u>	<u>See Ref.</u>	<u>X5, X11</u>

GROUP B		
Dual Language Requirement	5 percent	18
<u>Enhanced Driver's License Licensing</u> <u>Services Representative 2</u>	10 percent	43
<u>Certified Asbestos Workers</u> <u>(WSDOT)</u>	<u>4 ranges</u>	<u>20</u>
<u>Designated Corridors, Night Shift</u> <u>(WSDOT)</u>	<u>\$2.00 per hour</u>	<u>49</u>
<u>Certified Instructors (WSP)</u>	<u>\$10.00 per hour</u>	<u>X9</u>
<u>Field Training Officers (WSP)</u>	<u>See Ref.</u>	<u>X13</u>
<u>Certified Cargo Tank and Level VI</u> <u>Radioactive Material Inspectors</u>	<u>5 percent</u>	<u>X7</u>

REFERENCE #14: For all hours worked when assigned to bridge painting inspection duties which involve climbing and work in exposed positions at heights from which an employee might fall thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails. Basic salary range plus ten (10) percent. (Eff. 11/85)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign additional languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five (5) percent. (Rev. 5/92)

REFERENCE #20: Basic salary plus four (4) ranges for certified asbestos workers while they are required to wear and change into or out of full body protective clothing and pressurized respirator. (Eff. 5/89, Rev. 7/17).

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

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

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

REFERENCE #XX3: Basic salary plus five (5) percent shall be paid to Department of Transportation employees in the Northwest Region Traffic Management Center permanently assigned to independently operate and integrate Active Traffic Management Systems, Tolling/Managed Lane Systems, and/or Tunnel Supervisory Control and Data Acquisition (SCADA) Systems.

REFERENCE #49: Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees permanently or temporarily assigned to crews that maintain and/or inspect designated corridors on night shift because heavy congestion on the roadway prevents these activities from occurring during the day. Employees temporarily assigned to night shift to perform snow and ice removal do not qualify for this premium. (Eff. 7/15; Rev. 7/17; 7/19)

REFERENCE X5: Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to Commercial Vehicle Enforcement Officers (CVEO) permanently assigned to the Compliance Review.

REFERENCE X7: Basic salary plus five (5) percent for WSP Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers for certified Cargo Tank or Level VI Radioactive Material (RAM) inspectors while they conduct said inspections.

REFERENCE X9: Commercial Vehicle Officers and Commercial Vehicle Enforcement Officers of the Washington State Patrol. Instructors of Hazardous Materials/Dangerous Goods, defensive tactics, post collision/brake technician, CVSA course materials, firearms and EVOC, will be compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or receiving re-certification or instructor training.

REFERENCE X11: Basic salary plus five percent (5%) shall be paid to CVEOs permanently assigned to the New Entrant program completing duties to include performing the safety investigations on motor carriers in the State of Washington.

REFERENCE #60X13: Employees who are assigned by the appointing authority to work as a Field Training Officer (FTO) – or the Communications Officer equivalent – will be compensated for documenting daily observations of a Student Officer for up to one (1) hour at the overtime rate for each duty day worked as an FTO, and up to one (1) hour at the overtime rate for time spent on the end of phase report.



GROUP C

Class Code	Class Title	Location(s)	Approved Increase
530M	Transportation Engineer 3 (Cadastral Surveyors)	Northwest Region Urban Corridors Office	5 percent
<u>530K</u>	<u>Transportation Engineer 1</u>	<u>Chelan, Cowlitz, Snohomish, Spokane and Whatcom Counties</u>	<u>5%</u>
<u>530L</u>	<u>Transportation Engineer 2</u>	<u>Clallam County</u>	<u>5%</u>
<u>530M</u>	<u>Transportation Engineer 3</u>	<u>Kitsap and Pierce Counties</u>	<u>5%</u>
<u>538T</u>	<u>Transportation Technician 3</u>	<u>Pierce County</u>	<u>5%</u>
<u>530M</u>	<u>Transportation Engineer 3</u>	<u>Clallam County</u>	<u>5%</u>
<u>457K</u>	<u>Commercial Vehicle Enforcement Officer 1</u>	<u>Ports of Entry (Upon completion of recruit basic training)</u>	<u>5%</u>

1 Date: 09/20/22

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4 Tanya Aho, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

5 Office of Financial Management

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COMPENSATION APPENDIX I

HIGHER SALARY RANGE FOR TARGETED JOB CLASSIFICATIONS

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

The associated increases shall be step for step and become effective July 1, 2023.

Class and Services Title	Class Code	Old Range	New Range	Range Increase
<u>Communications Officer Assistant</u>	<u>450I</u>	<u>41</u>	<u>41SP</u>	-
Communications Officer 1	451F	45SP	48 9SP	34
Communications Officer 2	451G	49SP	52 3SP	34
<u>Commercial Vehicle Officer</u>	<u>457E</u>	<u>40SP</u>	<u>43</u> 4SP	34
<u>Commercial Vehicle Enforcement Officer 1</u>	<u>457K</u>	<u>46SP</u>	<u>49</u> 50SP	34
<u>Commercial Vehicle Enforcement Officer 2</u>	<u>457L</u>	<u>50SP</u>	<u>53</u> 4SP	34
<u>Licensing Services Representative 1</u>	<u>458E</u>	<u>41</u>	<u>43</u>	42
<u>Licensing Services Representative 2</u>	<u>458F</u>	<u>44</u>	<u>46</u>	42
<u>Avalanche Forecast and Control Specialist</u>	<u>599B</u>	<u>54</u>	<u>55</u>	<u>1</u>



<u>Transportation Technician 1</u>	<u>538R</u>	<u>42</u>	<u>43</u>	<u>1</u>
<u>Vehicle Identification Number</u>				
<u>Officer</u>	<u>454E</u>	<u>42</u>	<u>44</u>	<u>2</u>

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2 Date: 09/20/22

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5 Tanya Aho, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

6 Office of Financial Management

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS**

Medical Flexible Spending Arrangement Work Group

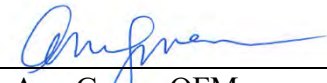
Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the \$250 benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, 2025.

For the Employer:

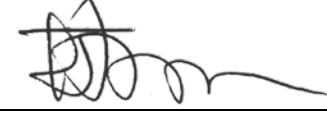


Ann Green, OFM
Lead Negotiator

09/14/2022

Date


For the Healthcare Coalition:



Jane Hopkins, President
SEIU 1199NW

9/15/2022

Date



Karen Estevenin, Executive Director
PROTEC17

09/15/2022

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF LICENSING AND PROTEC17

Article 40, Union Membership and Payroll Deduction

This Memorandum of Understanding (MOU) is between the State of Washington and the Technical and Professional Employees Local 17 (PROTEC17).


In accordance with Article 40.6 of the parties' collective bargaining agreement (CBA), the Employer will provide the Union with a list of employees in the bargaining units coded for ~~Protee~~ROTEC17 dues deductions within ~~Protee~~ROTEC17 job classifications (Appendix A).

Should changes be made to the Employer's systems that make it possible to provide ~~Protee~~ROTEC17 with the personal e-mails and personal phone numbers of ~~new~~ employees to the Union, efforts will be made to begin providing this information to ~~Protee~~ROTEC17 in accordance with Article 40.6.

The provisions of this MOU will expire on June 30, 2025.

Dated 09/20/22

For the Employer



Negotiator Name, Title

For the Union



Union Representative, Title

MEMORANDUM OF UNDERSTANDING BETWEEN

PROTEC17

AND

THE STATE OF WASHINGTON

COVID-19 Vaccination

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. All employees are required to complete their primary series of COVID-19 vaccines (e.g. be fully vaccinated) according to the schedule recommended by the U.S. Centers for Disease Control and Prevention, or be approved by the Employer for medical or religious exemption and accommodation, as a condition of employment. Employees who fail to maintain this condition of employment for their position will be subject to non-disciplinary separation.

Employees who provide proof of up-to-date vaccination, to include boosters, may receive a one-time lump sum payment, pursuant to Article 42.25.

One Time Lump Sum Payment for Providing Proof of COVID-19 Booster

Employees who choose to be boosted, at a location of their choosing, and voluntarily provide their employer with proof of up-to-date COVID-19 vaccination, which must include any boosters recommended by the U.S. Centers for Disease Control (CDC) at the time proof is provided to the Employer, between January 1, 2023 and December 31, 2023, shall receive a one thousand dollar (\$1,000) one-time lump sum payment. Payments will begin July 1, 2023.

The lump sum payment will be reflected in the employee's paycheck, subject to all required state and federal withholdings and be provided as soon as practicable based on their agency's Human Resources and/or payroll processes.

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- A. Bargaining unit employees will only receive one lump sum payment regardless of if they occupy more than one position within State government. Eligibility for the lump sum payment will be:
- a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
- b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.
- B. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 2023.

Date: 09/20/22


Tanya Aho, Lead Negotiator
Office of Financial Management


Sarah Lorenzini, Lead Negotiator
Protec17

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17

Implementing Recognition and Retention Lump Sum Payment

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and PROTEC17 is entered into for the purposes of implementing a recognition lump sum payment.

A. In recognition of the service state employees have provided the citizens of Washington throughout the COVID pandemic and the need to retain critical state employees in all state agencies; a one-time bonus will be provided. Effective July 1, 2023, bargaining unit employees will be eligible to receive a one-time lump sum payment of one thousand dollars (\$1,000.00) if they meet the following condition:

1. Was hired on or before July 1, 2022 and still employed on July 1, 2023 and did not experience a break in service. Employees who meet the definition of career seasonal are not considered to have a break in service.

B. The lump sum bonus will be reflected within the employee's paycheck subject to all required state and federal withholdings and will be paid no earlier than July 25, 2023. The one-time bonus will not be subject to union dues or other union fees.

C. Bargaining unit employees will only receive one lump sum payment regardless, of whether they occupy more than one position within State government or higher education.

a. Employees that hold more than one position within State government or higher education; the position for which they work the majority of their hours will be responsible for processing the lump sum payment.

b. Payment eligibility is based on employee's position on July 1, 2023.

D. The amount of the lump sum payment for part-time and on call employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2023 in proportion to that required for full-time employment.

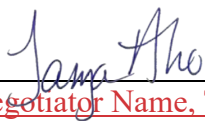
a. For employees who hold more than one part-time and/or on call position, the number of hours will be cumulative from all positions. The lump sum payment will not exceed one thousand dollars (\$1,000.00).

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire on July 30, 2023.

Dated 09/20/22

For the Employer

For the Union



A handwritten signature in blue ink, appearing to read "Jami Aho", is written over a horizontal line.

Negotiator Name, Title



A handwritten signature in blue ink is written over a horizontal line.

Union Representative, Title

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

PROTEC17

PERC-facilitated Interest-Based Labor Management Communications Committee
Meetings

The State of Washington and PROTEC17 agree that several items discussed during the 2023-2025 bargaining cycle ~~remain unresolved required more discussion than time allowed~~. In order to expedite the ratification process, the parties agree to work with the Public Employment Relations Commission (PERC) to conduct interest-based LMCCs to address the following items that weren't resolved at the bargaining table:

1. Article 46 – WSP Residency Requirement 46.2 (A) and 46.3 (B)
2. Article 10 – Tuesday through Saturday Licensing Service Offices 10.2 (D) and Holiday Pay
3. LSR re-examination discussion

The Union will initiate these discussions through PERC between January 1, 2023 and January 1, 2025.

The employer also agrees to pull lists of all employees at step L of their salary range and assess whether it's appropriate to move those employees to step M of that salary range.

Any adjustments made to this MOU will be by mutual agreement, and will expire on June 30, 2025.

26 Date: 09/20/22

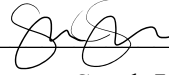
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29 Tanya Aho, Lead Negotiator

30 Office of Financial Management

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Sarah Lorenzini, Lead Negotiator

Protec17

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

Plexiglass Separation Barriers

This Memorandum of Understanding (MOU) between the Washington State Department of Licensing (DOL) and the Technical and Professional Employees Local 17 (PROTEC17) applies to the DOL Licensing Services Office.

In response to the COVID-19 pandemic, and in preparation for the Licensing Services Offices (LSOs) to reopen, DOL installed plexiglass separation barriers in all of the LSOs.


The parties recognize the benefit of having these barriers in place in order to protect the safety and health of DOL members, as well as the public.

Should DOL decide to remove the plexiglass separation barriers, the agency will provide notice to Protec17 in accordance with Article 38, Mandatory Subjects, of the parties' Collective Bargaining Agreement and will satisfy its collective bargaining obligations.

The provisions of this MOU will expire on June 30, 2025.

Dated 08/10/22

For the Employer



Negotiator Name, Title

For the Union



Union Representative, Title

Appendix L

Redeployment

In emergencies there may be mandated conditions that are outside of the Employer's control requiring immediate redeployment of the workforce. When the Office of Financial Management Director (or Designee) has determined that it is necessary, employees with the necessary skills, abilities, or licensure may be re-deployed outside their agency to another state agency at the direction of their employer, to support staffing shortages. For the purpose of this Appendix, an emergency is an event or set of circumstances which demands immediate action to preserve public health, protect life, protect public property or to provide relief to any overtaken by such occurrences; or reaches such a dimension or degree of destructiveness as to warrant the governor proclaiming a state of emergency pursuant to RCW 43.06.010.

- No employee will be required to redeploy. Redeployments will be on a voluntary basis and employees will be allowed to end their voluntary redeployment at their discretion.
- Employees will not be retaliated against for refusal to volunteer for redeployment.
- No employee will be redeployed for more than three (3) months except by mutual agreement of the parties.
- The state shall not alter any rights or provisions contained in RCW 41.56 through emergency declaration.
- Agencies will identify when emergency staffing is needed, any emergent workforce shortages and the number of employees and skills required to fill those shortages. Other agencies may identify employees that can be redeployed to help fill the identified shortages. The technical details required for effective redeployment, including training, equipment needs, work assignments, and payroll/benefit reimbursement, will be determined on a case-by-case basis between the two agencies.
- The lending agency will notify the Union when they are redeploying an employee. The notification to the Union will include at a minimum which employees will be

1 redeployed to an agency in need, the employee's current job class, the type of work
2 and scope that will be performed for the receiving agency, and the anticipated
3 duration. Upon request, the employer will bargain with the Union over impacts of
4 the redeployment within the scope of bargaining.

- 5 • Employees may be redeployed into a non-permanent appointment outside their
6 agency. Non-permanent appointments will not exceed three (3) months. A non-
7 permanent appointee must have the skills, abilities, or licensure required to
8 perform the work. Employees who are redeployed to other agencies will remain in
9 their current assigned positions and bargaining units and will not have their pay
10 reduced when performing duties for another agency. Employees performing the
11 full scope of duties of a higher-level classification while working for another
12 agency will be compensated according to the compensation provisions of their
13 CBA. The redeployed employee will comply with all safety and health practices
14 and standards established by the receiving agency. The receiving agency will
15 determine and provide the required safety devices, personal protective equipment
16 and ~~appeal~~apparel needed. The receiving agency will provide employees with
17 orientation and/or training to perform their jobs effectively and safely.

- 18
19 • Employees who are redeployed into a non-permanent position will have return
20 rights and will be notified, in writing, of their return rights to their exact same
21 position and work schedule they previously held at the time of redeployment.

- 22 • Employees who are in a nonpermanent appointment at the time of redeployment to
23 another state agency will have their nonpermanent appointment extended at their
24 lending agency for the time period in which the employee was redeployed, but in
25 accordance with the provisions of this CBA.

- 26 • Employees within a trial service period who are redeployed to another agency will
27 have the time worked for the receiving agency applied toward their trial service.
28 This does not preclude their Employer from extending their trial service period for
29 other reasons, in accordance with the collective bargaining agreement.

- 1 • Travel time and mileage costs incurred by the employee during their redeployment
2 with the receiving agency will be paid by the receiving agency in accordance with
3 the SAAM.
- 4 • Employees who are redeployed to other agencies will be notified in advance if a
5 background check is required by the receiving agency. Employees have the right to
6 decline the redeployment if a background check is required.
- 7 • The Union agrees that the work performed by the employee for the receiving
8 agency is only temporary to meet the emergent business needs and will not become
9 bargaining unit work. If a redeployed employee is assigned bargaining unit work
10 during an emergency, that bargaining unit work remains in the bargaining unit at
11 the receiving agency.

12 Date: 09/20/22

13
14 

15 Tanya Aho, Lead Negotiator

16 Office of Financial Management

14 

15 Sarah Lorenzini, Lead Negotiator

16 Protec17

A. MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WASHINGTON STATE PATROL

AND

THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

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

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

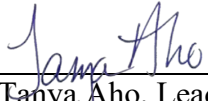
- 1.) All personnel appointed to the CVEO classification will be placed as soon as possible after appointment, upon completion of all pre-requisite course work, into the next available CVEO Basic Academy class, but no later than twelve (12) months after initial appointment or as extended by mutual agreement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

1 The provisions of this MOU become effective for appointments made on or after this date
2 and expires on June 30, 202~~5~~³.


3 **Dated September 2~~2~~⁵, 202~~2~~⁰**

For the Employer

For the Union

 /s/

Tanya Aho, Lead Negotiator

 /s/

Sarah Lorenzini, Lead Negotiator

B. 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:

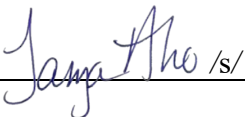
1. D2 part-time (intermittent and tandem) CO1s;
2. D2 full-time COAs, CO1s and CO2s;
3. Statewide part-time (intermittent and tandem) CO1s from other districts, full-time COAs, CO1s and CO2s as operationally needed.

The provision of this MOU will expire on June 30, 202~~5~~³.


Dated September 2~~5~~², 202~~0~~²

For the Employer

For the Union

 /s/

Tanya Aho, Lead Negotiator

 /s/

Sarah Lorenzini, Lead Negotiator

~~C. 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 PARTIED
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.~~

1 ~~• EMPLOYEES WHO DO NOT REMAIN EMPLOYED WITH WSDOT AS~~
2 ~~REQUIRED ABOVE WILL HAVE DEDUCTED FROM THEIR FINAL PAY CHECK,~~
3 ~~THE AMOUNT EQUAL TO THE LUMP SUM PAYMENT.~~

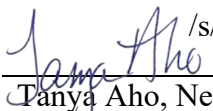
4 ~~• WSDOT MAY PURSUE ALTERNATIVE METHODS TO COLLECT THE~~
5 ~~FUNDS FROM THE EMPLOYEE IN ACCORDANCE WITH RCW 49.48.210.~~

6 ~~• IN ORDER TO QUALIFY FOR THE LUMP SUM PAYMENT, EMPLOYEES~~
7 ~~MUST RECEIVE THEIR PE LICENSE ON OR AFTER JULY 1, 2021 THROUGH~~
8 ~~JUNE 15, 2023.~~


9 ~~• THE TERMS OF THIS MOU ARE NOT SUBJECT TO THE GRIEVANCE~~
10 ~~PROCEDURE AND DO NOT ESTABLISH A PAST PRACTICE OR FUTURE~~
11 ~~OBLIGATION ON EITHER PARTY OTHER THAN WHAT IS STATED IN THIS~~
12 ~~MOU.~~

13 ~~• WSDOT WILL TRACK THE USAGE OF BOTH LEAVE AND LUMP SUM~~
14 ~~PAYMENTS DURING THE TERMS OF THIS MOU AND WILL PROVIDE A~~
15 ~~REPORT TO THE STATE HUMAN RESOURCE (SHR) DEPARTMENT AND~~
16 ~~PROTEC17 BY JULY 31, 2022.~~

17 ~~THE TERMS OF THIS MOU WILL EXPIRE ON JUNE 15, 2023.~~

18
19
 /s/ 09/20/22
Tanya Aho, Negotiator Date

OFM/LRS

 /s/ 9.20.22
Sarah Lorenzini, Negotiator Date

PTE Local 17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17

Data Sharing Agreement

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and ProtecROTEC17 (ProtecROTEC17) is entered into for the purposes of obtaining a Data Sharing Agreement (DSA) with the ProtecROTEC17 which ensures that OFM confidential information is provided, protected, and used only for purposes authorized by the data sharing agreement.

DSAs are part of a suite of tools designated to safeguard and protect employee information. DSAs are a best practice when an agency shares category 3 or higher data. Additionally, the Office of the Chief Information Officer (OCIO) outlines in policy #141.10 that when an agency shared category 3 or higher data outside of their agency, an agreement must be in place unless otherwise prescribed by law.

Data shared under the DSA will be in response to, but not limited to, information requests, status reports, and voluntary deductions reporting as set forth in the parties' collective bargaining agreement and covers both Category 3 and 4 data, including personal information and confidential information that OFM may provide.

Category 3 – Confidential Information

Confidential information is information that is specifically protected from either release or disclosure by law. This includes, but is not limited to:

- a. Personal information as defined in RCW 42.56.590 and RCW 19.255.10.
- b. Information about public employees as defined in RCW 42.56.250.
- c. Lists of individuals for commercial purposes as defined in RCW 42.56.070 (9).
- d. Information about the infrastructure and security of computer and telecommunication networks as defined in RCW 42.56.420.

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

In recognition of the above, the parties agree to the following:

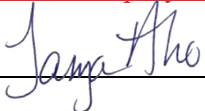
The Employer and Protec17 strive to ensure that any sharing of personal or confidential information is supported by a written DSA, which will address the following:

- (1) The data that will be shared.
- (2) The specific authority for sharing the data.
- (3) The classification of the data shared.
- (4) Access methods for the shared data.
- (5) Authorized users and operations permitted.
- (6) Protection of the data in transport and at rest.
- (7) Storage and disposal of data no longer required.
- (8) Backup requirements for the data if applicable.
- (9) Other applicable data handling requirements.


The parties agree that this agreement does not limit PROTEC17's rights to information under state Statute, PERC caselaw, Public Disclosure Laws, or as otherwise provided in this Agreement.

The provisions contained in this MOU become effective on July 1, 2023. This MOU shall expire June 30, 2025.

For the Employer:

 09/20/22
Date

For the Union:

 9.20.22
Date