PREAMBLE

(Current Contract Language)

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the "Union." It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in Article 29, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 1

UNION RECOGNITION

(Current Contract Language)

1.1 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Washington Federation of State Employees," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.

1.2 The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and Section 1.3, below.

1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative for a bargaining unit in general government during the term of this Agreement, the terms of this Agreement will apply.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 2

NON-DISCRIMINATION

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

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

2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following completion of the internal complaint process, the Union may request the grievance process be continued. Such request must be made within twenty-eight ~~one~~ (~~21~~28) calendar days of the employee and the Union being notified in writing of the findings of the internal complaint.

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	DATE	JOHN VENCILL	DATE

2019-2021 WFSE/GENERAL GOVERNMENT CBA

The parties agree that, during the proofreading process for the final 2019-2021 General Government CBA, all gender-specific nouns and pronouns will be modified to replace them with gender-inclusive language.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 3

BID SYSTEMS

3.1 Applicability

A. This Article applies only to staff employed at a correctional facility in the Department of Corrections (DOC), or the Department of Veterans Affairs (DVA), and who work in positions that may require relief or coverage. ~~For purposes of this article the Special Commitment Center (SCC) and the Secure Community Transition Facilities (SCTF) within the Department of Social and Health Services (DSHS) will be considered one (1) institution.~~ This Article also applies to employees at an institution in the Department of Social and Health Services, the School for the Blind (WSSB), Center for Childhood Deafness and Hearing Loss (CDHL), Washington State Lottery (LOT), (Section 3.11 only), Department of Agriculture (WSDA), (Section 3.12 only) and the Washington State Patrol (WSP) (Section 3.13 only). For purposes of this article the Special Commitment Center (SCC) and the Secure Community Transition Facilities (SCTF) within the Department of Social and Health Services (DSHS) will be considered one (1) institution.

B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the WSSB and the CDHL, career seasonal positions.

3.2 Definitions

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

A. Bid Positions

Positions filled as a result of a bid.

B. Bid System

A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or to a lower classification in

which they have previously held status. A permanent part-time employee will be eligible to bid for full-time positions after completion of one thousand and forty (1,040) hours of employment within the job classification. A permanent full-time employee will be eligible to bid on part-time positions in the same job classification in which he/she currently holds permanent status or to a lower classification in which he/she has previously held status.

C. Position

A particular combination of shifts and days off, except for the DSHS, DVA and the DOC. In DSHS, DVA and DOC, a position is defined as a particular combination of shift, days off and location. Within institutions at DSHS, a "float" designation shall be considered a location for bid purposes when the institution has a float pool with permanent positions.

3.3 Components of a Bid

With the exception of DOC, bids will indicate the employee's choice of shift, days off (and, for DSHS and DVA, location) and job classification. DOC employees will bid by position number. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of six (6) months from the date submitted by the employee.

3.4 Submittal and Withdrawal of Bids

Any bids submitted after the date a vacancy is considered to have occurred will not be considered for that vacancy. Employees may withdraw their bids, in writing, at any time prior to the referral.

3.5 New Positions or Reallocated Positions

When a new position is established or a vacant position is reallocated, the Employer will post the position for seven (7) calendar days if the combination of shift and days off (and, for DSHS, DVA and DOC, location) does not currently exist. The agencies will use electronic and/or hard copy methods for notification.

1 **3.6 Vacancy**

2 For purposes of this Article, a vacancy occurs when:

3 A. An employee notifies management, in writing, that he or she intends to
4 vacate his or her position; or

5 B. Management notifies an employee, in writing, that the employee will be
6 removed from his or her position.

7 **3.7 Awarding a Bid**

8 When a permanent vacancy occurs, the Employer will determine if any employee
9 has submitted a transfer or a voluntary demotion request for the shift and days off.
10 Seniority will prevail provided the employee has the skills and abilities necessary
11 to perform the duties of the position. An employee's bid request may be turned
12 down if the employee has documented attendance or performance problems. The
13 employee will begin working in the new position within forty-five (45) calendar
14 days of being awarded the bid unless circumstances warrant otherwise.

15 **3.8 Commitment Following an Award or Refusal of a Bid**

16 A. For all agencies except DSHS, when an employee has been awarded a bid,
17 or refuses an awarded bid, the employee will be prohibited from requesting
18 other bids for a minimum of six (6) months. The six (6) month period will
19 begin on the first day the employee is assigned the new shift and/or days
20 off. All other active bids the employee has on file will be removed from the
21 bid system.

22 B. For DSHS, when an employee has been awarded a bid, the employee will
23 be prohibited from requesting other bids for a minimum of twelve (12)
24 months. If an employee refuses an awarded bid, the employee will be
25 prohibited from requesting other bids for a minimum of six (6) months. The
26 time period will begin on the first day the employee is assigned the new

shift, days off and/or location. All other active bids the employee has on file will be removed from the bid system.

3.9 Whenever there is need for a major change in residential settings such as elimination of positions or major changes to shifts or assignments, the Union and the Employer may agree to suspend the procedure described in Sections 3.3 through 3.6 and 3.8 above and allow all employees to bid on positions, which will be filled in accordance with the procedures in Section 3.7 of this Article.

3.10 Reassignment from a Bid Position

Nothing in this Article will preclude management from reassigning an employee from his or her bid position to another position on a different shift or to a position with different days off, provided the employee is notified, in writing, of the reason(s) for the reassignment. A copy of the notice will be sent to the Union.

3.11 Washington State Lottery

A. Prior to a vacant District Sales Representative (DSR) position being open for recruitment, the Regional Sales Manager will have the opportunity to realign or reassign territories. Input from the DSRs within the region will be considered, and the Lottery will look for ways to incorporate changes with the least amount of negative impact to the DSRs. The Regional Sales Manager will determine the position to be open for recruitment, after considering input from the DSRs within the region.

B. All DSRs statewide will be notified of vacancies within the bargaining unit. DSRs indicating an interest in a transfer to the vacant position will be considered utilizing the following criteria:

1. Demonstrated service to retailers.
2. Efficiency and effectiveness of performance.
3. Seniority based on employee preference.

C. If the employee is not selected after consideration of the first two (2) criteria listed above, the Regional Sales Manager will discuss with the employee the reason(s) for the decision.

3.12 Department of Agriculture – Grain Inspection Program

Bidding and assignment of permanent work shifts for bargaining unit employees will be performed annually, unless a shorter period of time is mutually agreed to between the parties, or at the addition or deletion of a work shift. Seniority criteria for awarding a bid will be based on uninterrupted service date, not including military time, and with due regard for needs of industry, the Employer and employees.

This sub-article does not apply to employees in an inspector in-training series.

3.13 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors

Bidding and assignment of permanent work shifts for Fingerprint Technicians, Leads and Supervisors will be performed semi-annually in January and July. New shifts begin on the Sunday closest to January 1 or July 1 regardless of the month in which the Sunday occurs. Openings will be provided for a period of twenty-eight (28) calendar days prior to the beginning of a new schedule and eligible employees may bid on openings during this period. Fingerprint Technician 1s will be subject to training requirements and may be assigned to a shift to meet training needs during probationary periods.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/2/18		8/2/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 4

HIRING AND APPOINTMENTS

4.1 Filling Positions

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

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

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

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

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

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

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

1. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.

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

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

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

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

4.2 Recruitment and Application Process

Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days. These may include the Department of Enterprise Services' online recruiting system, agency electronic process, and/or paper applications as indicated on the recruitment announcement. In addition, agencies may use their intranet to post positions. Agencies that use the Department of Enterprise Services' online recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

4.3 Movement – Permanent Employees

A. Within an Agency (excluding the Liquor and Cannabis

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

2. Employees desiring a transfer, voluntary demotion or elevation may initiate a request in writing to their agency human resources office, or for DSHS, to the appropriate Appointing Authority.

3. Appointing authorities will consider these individuals for an opening. Movement requests will be purged twice yearly on June 30th and December 31st.

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

5. This Subsection does not apply to those positions that have a required bid system established in accordance with Article 3, Bid

System, unless the position remains vacant after the completion of the bid process.

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

B. Outside the Agency

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

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

3. The Employer may separate an employee or an employee may voluntarily separate during the review period. Upon separation, and at the employee's request, the employee's name will be placed on the agency's layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired.

4. An employee who is separated during his or her review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the review period

will not be subject to the grievance procedure in Article 29, Grievance Procedure.

4.4 Permanent Status

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

4.5 Types of Appointment

A. Non-Permanent

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

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

An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or

her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights.

At a minimum, the agency must provide the employee access to the agency's internal layoff list.

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

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

5. Time spent in the non-permanent appointment may count towards the probationary or trial service period for the permanent position within the same job classification.

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

B. On-Call Employment

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

C. In-Training Employment

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

   a. The title of the goal class of the in-training plan.

   b. The duties and responsibilities of the goal class.

   c. The job classes that will be used to reach the goal class.

   d. The skills and abilities that must be acquired by the employee while in-training to the goal class.

   The training plan may include any of the following components:

   e. On-the job training;

   f. Classroom or field instruction;

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

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

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

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

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

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will

determine the length of the trial service period(s) to be served by an employee in an in-training appointment, however the cumulative total of the trial service periods for the entire in-training appointment will not exceed thirty-six (36) months. The appointment letter will inform the employee of how the trial service period(s) will be applied during the in-training appointment.

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

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

D. Project Employment

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

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

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

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

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

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

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

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

E. Seasonal Career/Cyclic Employment

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

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

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

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

4.6 Review Periods

A. Probationary Period

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

extension is based on performance issues, the employee will receive a performance improvement plan.

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

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

4. An employee who is appointed to a different position prior to completing ~~his or her~~ their initial probationary period ~~will~~ may be required to serve a new probationary period. The length of ~~the~~ a new probationary period will be in accordance with Subsection 4.6 A, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

5. With approval of the Employer, an employee who accepts a non-permanent appointment to a higher level position in the same job series while serving an initial probationary period, may resume his or her probationary period and receive credit for time already served

in probationary status if he/she returns to the same position he/she vacated.

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

B. Trial Service Period

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

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

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

3. An employee who is appointed to a different position prior to completing his or her trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 4.6 B, unless adjusted by the appointing authority for time already served in trial service status. In no case,

however, will the total trial service period be less than six (6) consecutive months.

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

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

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

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

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

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

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

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

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

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

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

4.7 Internal Movement Within Department of Corrections Only

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

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

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

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

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

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

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

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

8. It meets the needs of the work unit.

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

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

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

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

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		9/11/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 5

PERFORMANCE EVALUATION

5.1 Objective

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

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

C. To recognize employee accomplishments and address performance issues in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee to give the employee the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an evaluation. Such discussions will be documented in the supervisor's file.

5.2 Evaluation Process

A. Employee work performance will be evaluated prior to the completion of his or her probationary and trial service periods and at least annually thereafter. Within the Department of Social and Health Services (Behavioral Health Administration and Developmental Disabilities Administration only) and the Department of Veterans Affairs, where shift charges are used, an immediate supervisor, prior to preparing the employee's evaluation will solicit input from the employee's current shift charge. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss

27 performance goals and expectations. Employees will receive copies of their
28 performance goals and expectations as well as notification of any modifications
29 made during the review period.

30 B. The supervisor will discuss the evaluation with the employee. The employee will
31 have the opportunity to provide feedback on the evaluation. The discussion may
32 include such topics as:

33 1. Reviewing the employee's performance;

34 2. Identifying ways the employee may improve his or her performance;

35 3. Updating the employee's position description, if necessary;

36 4. Identifying performance goals and expectations for the next appraisal
37 period; and

38 5. Identifying employee training and development needs.

39 C. The performance evaluation process will include, but not be limited to, a
40 performance evaluation on forms used by the Employer, the employee's written
41 signature or electronic acknowledgment of the forms, and any comments by the
42 employee. The evaluation, including employee comments, will be considered by
43 the reviewer. Once completed and signed/acknowledged by the reviewer, a copy
44 will be provided to the employee (with reviewer comments, if any), who may
45 provide responsive comments to be attached to the evaluation. The completed and
46 signed/acknowledged performance evaluation form, including the employee's
47 comments, will be maintained in the employee's personnel file.

48 D. The evaluation process is subject to the grievance procedure. The specific content
49 of performance evaluations are not subject to the grievance procedure.

50 E. If an employee has been fully exonerated of misconduct in a disciplinary

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/20/18		6/20/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 6

HOURS OF WORK

6.1 Definitions

A. Full-time Employees

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

B. Law Enforcement Employees

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

C. Overtime-Eligible Position

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

D. Overtime-Exempt Position

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

E. Part-time Employees

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

F. Shift Employees

Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Social and Health Services – Rehabilitation Administration (DSHS – RA) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek and employees who work at the Military Department – Washington Youth Academy.

G. Workday

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

H. Work Schedules

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

30 I. Work Shift
31 The hours an employee is scheduled to work each workday in a workweek.

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

39 **6.2 Determination**
40 Per federal and state law, the Employer will determine whether a position is overtime-
41 eligible or overtime-exempt. In addition, the Employer will determine if an overtime-
42 eligible position is a law-enforcement position, with or without an extended work period,
43 or a shift position. When the Employer determines that an overtime-eligible position is
44 overtime-exempt, the employee will be notified in writing of the determination. The notice
45 will include an attached United States Department of Labor fact sheet of the Fair Labor
46 Standards Act (FLSA) guidelines.

47 **6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)**
48 A. Regular Work Schedules
49 The regular work schedule for overtime-eligible employees will not be more than
50 forty (40) hours in a workweek, with starting and ending times as determined by
51 the requirements of the position and the Employer. The regular work schedule will
52 normally include two (2) consecutive scheduled days off. The Employer may adjust
53 the regular work schedule with prior notice to the employee. If the Employer
54 extends an employee's daily work schedule by more than two (2) hours on any

given day, the Employer will not adjust another workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

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

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

B. Alternate Work Schedules

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

C. Daily Work Shift Changes

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

D. Temporary Schedule Changes

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

90 E. Permanent Schedule Changes

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

97 F. Emergency Schedule Changes

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

101 G. Employee-Requested Schedule Changes

102 Overtime-eligible employees' workweeks and work schedules may be changed at
103 the employee's request and with the Employer's approval, provided the Employer's
104 business and customer service needs are met and no overtime expense is incurred.

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

108 **6.4 Overtime-Eligible Law Enforcement Employee Work Schedules**

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

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

118 **6.5 Overtime-Eligible Unpaid Meal Periods**

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

132 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

133 The Employer and the Union agree to paid meal periods that vary from and supersede the
134 paid meal period requirements of WAC 296-126-092. Employees working straight shifts
135 will not receive a paid meal period, but will be permitted to eat intermittently as time allows

136 during their shifts while remaining on duty. Paid meal periods for employees on straight
137 shifts do not require relief from duty.

138 **6.7 Overtime-Eligible Rest Periods**

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

147 **6.8 Positive Time Reporting – Overtime-Eligible Employees**

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

150 **6.9 Overtime-Exempt Employees**

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

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

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

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

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

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

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

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

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

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

208 **6.10 Military Department – Emergency Management Division**
209 The Employer may send an employee home to rest prior to returning for the night shift to
210 cover an emergency or declared disaster. When this occurs, the rest period will be
211 considered time worked through the end of the employee's scheduled work shift. No
212 employee will be required to work more than six (6) consecutive days in a seven (7) day
213 period unless the state Emergency Operations Center is at Level 1, Full Activation.

214 **6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and**
215 **Contingency Schedules**
216 The Employer will establish yearly winter shift and contingency schedules as needed.
217 Within reasonable staff and program considerations, the Employer will accommodate
218 employee shift preference based on Department of Transportation continuous service. It is

219 recognized that in assigning shifts and days off, a balance of experience, skills and abilities
220 may be required.

221 **6.12 Department of Fish and Wildlife – Construction and Maintenance**

222 A. Normal unpaid commute time for employees residing at temporary residences and
223 traveling to temporary work sites, will be thirty (30) minutes. Commute time over
224 thirty (30) minutes will be considered to be work time. This work time will be taken
225 from the end of the work shift to travel back to the temporary residence.

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

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

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

234 **6.13 Department of Agriculture – Grain Inspection Program**

235 To provide inspection and weighing services for grain being loaded onto export vessels,
236 the Employer may establish and staff both emergency and overtime shifts using key
237 position staffing, with a minimum of three (3) permanent employees licensed to perform
238 key duties, any combination of inspectors, protein operators, and grain sampler-weighers.
239 The minimum of three (3) permanent employees does not apply to the Aberdeen facility.
240 The Aberdeen facility will be staffed with a minimum of two (2) permanent employees.
241 The remaining positions on such shifts may be staffed with non-permanent employees.

242 **6.14 Department of Transportation – Commercial Driver's License (CDL) Required**
243 **Positions**

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

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

254 **6.15 Shift Exchange – Department of Corrections – Work Release Facilities (WR) and**
255 **Military Department – Youth Academy**

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

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

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

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

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

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

F. The failure of an employee, who has exchanged shifts, to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

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

6.16 Department of Ecology – Spill Response Team

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

6.17 Shift Exchange—Department of Social and Health Services—Eastern and Western State Hospitals

Overtime-eligible shift employees employed at Eastern and Western State Hospitals who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

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

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more

295 than one (1) workweek. Requests for consecutive shift exchanges in excess of one
296 (1) workweek will be submitted to the appropriate appointing authority or designee
297 for approval. If such request is denied, the employee will be provided the reason(s)
298 in writing for the denial.

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

300 D. Shift exchanges must occur within the same pay period. Shift exchanges will not
301 result in the payment of overtime. Each employee will be considered to have
302 worked his or her regular schedule.

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

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

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

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

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

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

6.18 Department of Transportation – Emergency Schedule Change

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
9/11/18		9/11/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 7

OVERTIME

7.1 Definitions

A. Overtime

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

1. Works in excess of forty (40) hours per workweek (excluding law enforcement employees).

2. Works in excess of their scheduled work shift and:

   a. The employee is a shift employee, or

   b. The employee works in the Maintenance Bargaining Unit within the Washington State Department of Transportation, or;

   c. The employee works within the Fruit/Vegetable Inspection Bargaining Unit or the Grain Inspection Bargaining Unit within the Washington State Department of Agriculture and does inspections.

3. Works in excess of one hundred and sixty (160) hours in a twenty-eight (28) day period and the employee is a law enforcement employee not receiving assignment pay for an extended work period.

4. Works while on fire duty as specifically defined in Article 42, Compensation.

B. Overtime Rate

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

C. Work

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

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

D. Work does **not** include:

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

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

A. Full-time overtime-eligible employees who have prior approval and work more than forty (40) hours in a workweek will be compensated at the overtime rate. A part-time overtime-eligible employee will be paid at his or her regular rate of pay for all work performed up to forty (40) hours in a workweek and paid at the overtime rate for authorized work of more than forty (40) hours in a workweek.

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

C. Overtime-eligible law enforcement employees, not receiving assignment pay for an extended work period, who have prior approval and work more than one hundred and sixty (160) hours in a twenty-eight (28) day period will be compensated at the overtime rate.

D. Overtime-eligible employees who have prior approval and work overtime as specifically defined in Article 42, Compensation.

7.3 Overtime Computation

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

7.4 General Provisions

A. The Employer will determine whether work will be performed on regular work time or overtime, the number of employees, the skills and abilities of

the employees required to perform the work, and the duration of the work. The Employer will first attempt to meet its overtime requirements on a voluntary basis with qualified employees who are currently on duty. Except as provided in Section 7.8, in the event there are not enough employees volunteering to work, the supervisor may require employees to work overtime.

B. If an employee was not offered overtime for which he or she was qualified, the employee will be offered the next available overtime opportunity for which he or she is qualified. Under no circumstances will an employee be compensated for overtime that was not worked. There will be no pyramiding of overtime.

7.5 Compensatory Time for Overtime-Eligible Employees

A. Compensatory Time Eligibility

The Employer may grant compensatory time in lieu of cash payment for overtime to an overtime-eligible employee, upon agreement between the Employer and the employee. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours of compensatory time for each hour of overtime worked.

B. Maximum Compensatory Time

Employees may accumulate no more than the maximum number of hours of compensatory time allowed under the federal Fair Labor Standards Act.

C. Compensatory Time Use

Employees must use compensatory time prior to using vacation leave, unless this would result in the loss of their vacation leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 11, Vacation Leave.

D. Compensatory Time Cash Out

1. Overtime-Eligible Employees – (Excluding Center for Childhood Deafness and Hearing Loss, Washington State School for the Blind, Department of Corrections and Department of Transportation Employees)

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

a. Leaves state service for any reason,

b. Transfers to a position in his or her agency with different funding sources, or

c. Transfers to another state agency.

2. Overtime Eligible Employees – Center for Childhood Deafness and Hearing Loss and Washington State School for the Blind

Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out on June 30th at the end of every biennium.

3. Overtime-Eligible Employees – Department of Corrections

Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.

4. Overtime-Eligible Employees – Department of Agriculture

Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.

5. Overtime-Eligible Employees – Department of Transportation

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

a. Leaves state service for any reason,

b. Transfers to a position in his or her agency with different funding sources, or

c. Transfers to another state agency.

7.6 Department of Agriculture – Grain Inspection Program

A. Any employee who works a double shift or returns from an emergency shift to his or her permanent shift, will be required to take (8) hours off for rest after such shifts. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during that rest period that otherwise would have been part of his or her regularly scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the eight (8) hour rest period.

B. Shift extensions, early starts and occasions when lunch periods require overtime will be first offered to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. The Employer will maintain an

overtime tracking sheet which will be updated weekly and reset the first Wednesday of each quarter. For shift extensions in offices with multiple sites, employees having the lowest amount of overtime hours at any other site(s) serviced by that grain inspection office will be offered the opportunity to work the extension if they can complete their regular shift and travel to the extending site by the time the extension begins. Time traveled outside of scheduled shifts will not be paid time. If there still is not enough staff, employees on site may be required to work. Employees with less than forty (40) hours accumulated overtime in a month at the start of the shift may be required to work and will complete the shift or extension. Employees will finish any assignments for which they volunteer.

C. The Employer will not require employees to work in excess of twenty (20) continuous hours of regular time and overtime.

D. Those employees who do not desire to work overtime will not be required to do so beyond forty (40) cumulative hours each month, except as provided in Subsection 7.6 E, below. However, at export shipping operations scheduled on a regular Monday through Friday basis, when staff is required on weekends to provide inspection and weighing services for grain being loaded onto export vessels, a minimum of three (3) permanent employees licensed to perform key duties, (any combination of inspectors, protein operators, and grain sampler-weighers), will be offered the work before on-call employees are used. The minimum of three (3) permanent employees does not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a minimum of two (2) permanent employees.

E. An employee with more than forty (40) hours of accumulated overtime in a month may be required to extend a current shift for not more than four (4) hours in order to assure service delivery not more than once per month. However, hours that an employee is required to work under this paragraph

will be credited to the employee's forty (40) hour limit in the following month.

7.7 Department of Transportation (DOT)

A. Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent and employees will confer and mutually determine, for normal areas of responsibility, the employees on a specific rotation list(s). Employees will be placed on a rotation list in order of continuous DOT service. The rotation list will be kept current and posted in each facility. The Employer and employees will share the responsibility for keeping the list(s) current.

B. Overtime will be offered first to all bargaining unit employees on the rotation list, then to any qualified employee. Documented attempts to contact an employee constitutes an offer. Overtime will be offered to employees who are qualified to do the work, regardless of classification. Overtime that extends a shift will be offered first to qualified employees on that shift and preferably, to the employee(s) currently performing the work. Shift extensions do not count as an overtime opportunity.

C. The parties recognize and agree that in cases of operational necessity, public safety, and/or efficient delivery of public services, that it may be necessary for the Employer to deviate from the straight rotation process.

D. In the event the Employer deviates from the straight rotation process, the Employer will explain to affected employees the reason for the deviation. The Employer will also take necessary actions to correct missed opportunities by skipping in the next rotation those employees who were called out-of-sequence.

E. Bargaining unit supervisors and/or designees, making or receiving work-related calls at home, will be compensated for a minimum of one-half (1/2) hour for the time worked. Callback is not authorized for this work.

7.8 Department of Corrections, Department of Social and Health Services and Department of Veterans Affairs Institutions

Overtime-eligible shift employees employed at a Department of Corrections Work Release Facility, or at an institution within the Department of Social and Health Services, or the Department of Veterans Affairs

When involuntary overtime is required, it will be assigned to employees on duty in inverse order of seniority, provided the employee has the skills and abilities required of the positions. The inverse order will be re-established when the list has been exhausted, i.e. the employee with the greatest seniority has worked his or her required overtime.

A. An employee who volunteers and works an overtime shift prior to an involuntary overtime assignment will have his or her name removed from the overtime rotation for that cycle.

B. An employee may be excused from an involuntary overtime assignment ~~once~~ twice per quarter.

C. An employee will not be required to work an involuntary overtime after working a regular shift prior to an approved vacation leave day.

D. Once confirmed, an employee who is required to work an involuntary overtime will be notified as soon as possible.

An employee who is excused from working overtime under Subsection 7.8 B or 7.8 C above will be the first to be called when an involuntary overtime assignment is required and the employee is on a scheduled workday.

7.9 Department of Corrections Work Release Facilities (WR) – Voluntary Overtime

Correctional Officers and Sergeants employed at WR:

When the Employer determines that overtime is necessary at WR, the Employer will identify the number of positions requiring overtime, the duration of such overtime, and the qualifications, skills and abilities of the employees required to perform the work. Overtime will be assigned as voluntary pre-scheduled, voluntary unscheduled (daily) or involuntary.

A. Voluntary Pre-Scheduled Overtime:

The agency will maintain a list of all Correctional Officers and Sergeants in order of seniority. Correctional Officers and Sergeants will have the opportunity to sign up by day and shift for possible overtime opportunities. Voluntary prescheduled overtime will be assigned on Monday for all known overtime opportunities for the week beginning the following Monday. If Monday is a holiday, the prescheduled overtime assignments will be made on the next regular work day. Assignment to pre-scheduled overtime will begin at the top of the list of volunteers and proceed down in order of seniority except as outlined below:

1. Employees who do not meet the qualifications, skills and abilities for the position requiring the overtime will not lose his or her place in order on the list.

2. When an employee accepts or declines a pre-scheduled overtime assignment, it will be noted on the list, and he/she will not be eligible until a new cycle begins.

3. When the Employer is unable to reach an employee, the employee will not lose his or her place in order on the list. Telephone calls placed to employees who are off duty will not be considered as time worked.

A new cycle begins when any of the following occurs:

4. The beginning of each odd numbered month (January, March, May etc.); or

5. There are no qualified volunteers on the list; or

6. All volunteers on the list have either accepted or declined the opportunity; or

7. The remaining volunteers cannot be contacted.

B. Voluntary Unscheduled Overtime:

The Employer will ask for volunteers among employees on shift in the order of seniority. If there are insufficient volunteers, management may assign involuntary overtime in accordance with Section 7.8.

7.10 Department of Social and Health Services – Institutions and State Operated Living Alternative (SOLA)

Each institution and SOLA will meet and negotiate a process for distributione of overtime. ~~on a rotational basis as determined by the institution/SOLA specific procedure negotiated as a result of the "Voluntary Overtime" Memorandum of Understanding signed by the parties on September 3, 2010. The Employer and employees will share the responsibility for keeping voluntary overtime lists current. Documented attempts to contact an employee will constitute an offer. Employees who volunteer for overtime on a specific day and shift based on the institution/SOLA specific procedure will not be entitled to callback pay in accordance with Article 42.17, Callback. Employees who do not volunteer to work overtime in accordance with the institution/SOLA specific procedure but are contacted when they are off duty and agree to work overtime will be entitled to callback pay in accordance with Article 42.17. When involuntary overtime is required, employees will be entitled to callback pay in accordance with Article 42.17.~~

1 7.11 **Washington State Patrol**

2 Any employee who works beyond their regularly scheduled shift as part of the Crime Scene
3 Response Team (CSRT), will work with their supervisor to determine an appropriate rest
4 period. The employee will suffer no loss of regular straight-time hourly earnings for any
5 time missed during the approved rest period that would have been part of their regularly
6 scheduled shift.

7 If a CSRT employee works beyond their regularly scheduled shift and is required to testify
8 in court during the employee's next regularly scheduled shift, the employee will be
9 required to appear in court. At the conclusion of their testimony the employee will work
10 with their supervisor to organize a rest period if the employee deems it necessary

11 If a rest period is taken, the employee will not be eligible for any overtime assignment or
12 shift commencing during the agreed upon rest period.

13 The provisions of Article 7 – Overtime will apply.

14

15 **Tentative Agreement reached**

16

17 **For the Union:** **For the Employer:**

18

19 8/2/18 8/1/18

20 **Amy Spiegel** **Date** **John Vencill** **Date**

21

ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties.

A. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

B. The Department of Social and Health Services will make reasonable attempts to schedule employer-required training during the employee's regular work shift.

8.2 Attendance at agency-required training will be considered time worked including travel in accordance with Subsection 7.1 C2.

8.3 Master Agreement Training

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

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than ~~eight (8)~~ one (1) work day, up to (10) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

8.4 Tuition Reimbursement

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

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

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

D. Absent an agreement to the contrary, when an employee moves to another agency prior to completion of an approved course, the approving agency will retain the obligation for reimbursement if the course is satisfactorily completed. When payment is not made by the approving agency the gaining agency may, at its option, reimburse the employee.

8.5 Education and Training Requests

All education and training requests will be approved or disapproved within thirty (30) calendar days from the submission of a properly completed request. If a request is denied, the Employer will provide a reason for the denial to the employee. Upon request, the Employer will provide the reason for the denial in writing.

8.6 Training Records

A. Employees may request a copy of their training record. The Employer will provide either a hard copy or electronic access to their training record. If an employee provides documentation to the Employer of work-related training it will be recorded in the training record or the employee personnel file.

B. At the time of permanent layoff employees will be provided an opportunity to submit documentation of successfully completed training to be considered.

8.7 Apprenticeship Programs

A. The Employer will continue to participate in apprenticeship programs in accordance with the rules of the Joint Apprenticeship Training Council and establishments, modifications, or abolishments to the operation of the programs may be made pursuant to the Council's guidelines or rules.

B. An employee who accepts a position within the apprenticeship program will be required to successfully complete the entire apprenticeship program before attaining permanent status.

C. At least fourteen (14) calendar days prior to entering into an apprenticeship program, the employee must notify his or her appointing authority of the intent to accept an appointment into an apprenticeship program. 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. For those employees who do not have return rights to the agency, the provisions of Subsection 8.7 D, below apply.

D. An apprenticeship appointment may be terminated by either the employee or Employer with five (5) working days notice. If the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstance will notice deficiencies result in an employee gaining status in the apprenticeship program.

1. An employee serving an apprenticeship may voluntarily revert to his or her former position within fifteen (15) days of the apprenticeship appointment, provided that the position has not been filled or an offer has not been made to an applicant. An employee serving in an

apprenticeship appointment may voluntarily revert at anytime to a funded permanent position in the same agency that is:

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

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

The reversion option, if any, will be determined by the Employer using the order listed above. In both Subsections 8.7 D 2 a and b above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the reversion option will be within a reasonable commuting distance for the employee.

2. If an apprenticeship appointment ends by the Employer, the employee may revert to a funded permanent position in the same agency that is:

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

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

The option, if any, will be determined by the Employer using the order listed above. In both Subsections 8.7 D 2 a and b above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. If possible, the option will be within a reasonable commuting distance for the employee.

3. An employee who has no reversion options or does not revert to the highest classification in which he or she previously attained permanent status may request that his or her name be place on the agency's internal layoff list for positions in job classifications where he or she previously attained permanent status. The separation of an employee during his or her apprenticeship appointment will not be subject to the grievance procedure in Article 29, Grievance Procedure.

8.8 Developmental Job Assignments

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

1. Performance of responsibilities outside the current job class on a time-limited basis.

2. Intra-agency rotational or special project assignments.

B. The Employer and the employee must agree in writing to the assignment in advance, including time limits, which will not exceed more than twelve (12) months. If an employee's request for a developmental job assignment is denied, an explanation will be provided to the employee. The decision is final and is not subject to Article 29, Grievance Procedure.

C. The Employer may not fill a vacant position as a developmental job assignment.

8.9 Parks and Recreation Commission

The agency will provide a minimum of fifty (50) hours of law enforcement training per year for armed park rangers and forty (40) hours for unarmed park rangers with twenty-four (24) hours delivered at an annual in-service training. In the event that

the Employer decides to change the format of the training from in-service to an alternative, it will meet and negotiate with the Union.

8.10 Department of Licensing – Driver Services Hearings and Interview Unit

The Driver Services Hearings and Interviews Unit will continue to apply for continuing legal education credits with the Washington State Bar Association for agency sponsored programs.

8.11 Workplace Safety Training

The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		8/30/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 9

LICENSURE AND CERTIFICATION

9.1 The Employer and the Union recognize the necessity for bargaining unit employees to maintain appropriate licensure and/or certification to perform the duties of their assigned position.

9.2 Except as provided for in this Agreement, agencies will follow their policies and/or practices related to licensure and certification.

9.3 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, whichever occurs first.

9.4 Employees may request education and/or training to maintain their licenses and/or certifications in accordance with Article 8, Training and Employee Development.

9.5 Licensed Practical Nurses and Psychiatric Security Nurses at the Department of Social and Health Services will receive up to one thousand dollars ($1,000) per year in tuition reimbursement for completion of Registered Nurse course work through an accredited educational institution.

9.6 Department of Ecology – Transportation Workers' Identification Cards (TWIC)

A. Ecology will determine which positions require a TWIC.

B. For employees required by Ecology to obtain/maintain a TWIC, the employer will reimburse employees for the cost to obtain and renew the TWIC. If an employee separates from employment prior to the expiration date of the reimbursed TWIC, the Employer may deduct the prorated cost of the reimbursement from the employee's final pay check.

C. The Employer will provide a reasonable amount of work time during regular work hours for employees to maintain/renew their TWIC. However,

employees are expected to flex/adjust their work schedules to avoid the accrual of overtime. No overtime is authorized for employee's travel associated with TWIC enrollment and/or renewal.

D. Employees are authorized to use Ecology vehicles for travel to TSA TWIC Enrollment Centers. Ecology will not reimburse for the use of a personal vehicle.

E. For employees who are not required to obtain/maintain a TWIC, but elect to do so, the employee will be responsible for any travel, expenses, and fees. Additionally, time required to obtain/maintain a TWIC will not be considered work time.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/15/18		8/15/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 10

HOLIDAYS

(Current Contract Language)

10.1 Paid Holidays

Employees will be provided the following paid nonworking holidays per year:

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

10.2 Holiday Rules

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

A. Full-time employees will be paid at a straight-time rate for hours they are scheduled to work on that day even though they do not work.

B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with Article 7, Overtime.

C. For full-time employees with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.

2. When a holiday falls on a Sunday, the following Monday will be the holiday.

D. For full-time employees who do not have a Monday-through-Friday work schedule:

1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.

2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.

3. An employee may request an alternate day off as his or her holiday as long as the requested day off falls within the same pay period as the holiday. The Employer may approve or disapprove the request.

E. The holiday for night shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the agency. It will start either at:

1. The beginning of the scheduled night shift that begins on the calendar holiday, or

2. The beginning of the shift that precedes the calendar holiday.

The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the agency and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

F. Part-time employees who begin employment before and remain employed after the holiday will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

G. Full-time employees who are employed before the holiday and are in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday. Employees who resign or are dismissed or separated before a holiday will not be compensated for holidays occurring after the effective date of resignation, dismissal or separation.

H. The holiday work schedules for overtime-eligible shift employees, employed at 24/7 facilities will be posted seven (7) calendar days prior to the holiday. Changes to the schedule will be updated and posted as known.

10.3 Personal Holidays

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

A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.

B. The Employer will release the employee from work on the day selected as the personal holiday, provided:

1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor. However, the employee and supervisor may agree upon an earlier date, and

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

C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.

D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.

E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

G. Part or all of a personal holiday may be donated as shared leave, in accordance with Article 14, Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections 10.3 B, C, and D above.

H. Upon request, an employee will be approved to use part or all of his or her personal holiday for:

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

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

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

Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to request and approval as described in Subsections 10.3 B, C, and D above.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 11

VACATION LEAVE

11.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

11.2 Vacation Leave Credits

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

11.3 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in Section 11.4, below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

11.4 Vacation Leave Accrual Rate Schedule

Full Years of Service	**Hours Per Year**
During the first and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)
During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
Full Years of Service	**Hours Per Year**

During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

11.5 Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind, Center for Childhood Deafness and Hearing Loss; and Department of Corrections)

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

B. Employees will not be granted more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by seniority for up to four (4) segments of vacation. A "segment" is three (3) or more contiguous days of vacation leave~~.~~ except that the denial of one (1) or more days within a requested segment shall not result in the remaining

approved days counting as more than one (1) segment. Should any portion of a segment that was originally denied due to business needs or work requirements become available, it will first be awarded by seniority to those who were originally denied.

C. In addition to vacation leave approved in Subsection 11.5 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations

Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later than fourteen (14) calendar days in advance of his or her scheduled vacation. The request is subject to approval by the Employer.

11.6 Department of Corrections Work Release Facilities – Vacation Scheduling

A. Employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the current year through the end of February of the next year. Such requests must be submitted no later than February 1st. The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

B. Employees will be granted no more than four (4) segments during the annual vacation scheduling process. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be determined by

seniority for up to four (4) segments of vacation. A "segment" is three (3) or more contiguous days of vacation leave.

C. In addition to vacation leave approved in Subsection 11.6 B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.

D. Employee Initiated Cancellations

1. Employee requested cancellations of any portion of an approved scheduled vacation segment must be submitted in writing no later than fourteen (14) calendar days in advance of his or her scheduled vacation. The request is subject to approval by the Employer.

2. The Employer will post the newly available vacation segment for seven (7) calendar days to allow employees to express written interest in the segment. If two (2) or more employees express an interest in the vacation segment, it will be awarded to the most senior employee.

11.7 Vacation Scheduling for All Employees

A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments.

B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.

C. Except as provided for in Sections 11.5 and 11.6, the Employer will respond to employee vacation leave requests as soon as possible but, no later than ten (10) calendar days from the date of the request. If the Employer fails to respond within ten (10) calendar days, the employee may notify the local Human Resources Office.

D. Vacation leave for religious observances may be granted to the extent agency or program requirements permit.

E. Employees will not request or be authorized to take scheduled vacation leave if they would not have sufficient vacation leave credits to cover the absence at the time the leave would commence.

F. When two (2) or more employees submit a request on the same day for the same vacation days off, if the Employer approves leave, it will be based on seniority. The Employer will consider the required skills and abilities needed to meet business needs. Previously approved leave will not be cancelled in order to grant leave to a senior employee.

11.8 Family Care

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

11.9 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.14, Military Family Leave.

11.10 Domestic Violence Leave

Employees may use vacation leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

11.11 Vacation Cancellation – Employer Initiated

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In addition, in those cases where an employee will not have sufficient vacation leave to cover the absence at the time it is scheduled to commence, the Employer may cancel the approved vacation or authorize leave without pay.

11.12 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

A. If an employee's request for vacation leave is denied by the Appointing Authority or designee, and the employee has not exceeded the vacation leave maximum (currently two hundred forty (240) hours), the Employer shall grant an extension for each month that the Employer defers the employee's request for vacation leave.

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

11.13 Separation

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

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		JoVencill 5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 12

SICK LEAVE

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after he or she has been in pay status for eighty (80) non-overtime hours in a calendar month. Full-time employees in overtime-eligible positions who are 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 they are in pay status in the month, up to a maximum of eight (8) hours in a month.

12.2 Sick Leave Use

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

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210.

B. Care of family members as allowed under RCW 49.46.210 and as required by the Family Care Act, WAC 296-130. Family member~~s~~ is defined to include~~s~~: ~~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; sibling, spouse, registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, or child, regardless of age or dependency status, including a biological, adopted or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent.~~

1. Child, including biological, adopted, or foster child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is 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. Qualifying absences for Family and Medical Leave (Article 15).

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

E. ~~In accordance with RCW 49.46.210, w~~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 in 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.

F. Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. A household member is defined as persons who reside in the same household 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.

G. To attend a medically-related interdisciplinary meeting necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.

H. When an employee is absent from work to be with member(s) of the employee's household who experience an illness or injury~~, up to five (5) days for each occurrence or as extended by the Employer~~.

I. Sick leave use for bereavement is limited to five (5) days or ~~as~~ more, if approved by the Employer. This applies to the family member list as identified in Article 12.2 B. and also the relative list as identified in Article 17.7 F. and below. ~~A death of a relative in cases where the employee is not eligible for bereavement leave under Article 17, Miscellaneous Paid Leaves or when the employee elects to extend authorized bereavement leave. Sick leave use for bereavement is limited to five (5) days or as extended by the agency for travel.~~

A relative is defined to include: aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner.

J. Leave for Family Military Leave as required by RCW 49.77 and in accordance with Section 18.14, Military Family Leave.

K. Leave for Domestic Violence Leave as required by RCW 49.76.

12.3 Use of Compensatory Time, Exchange Time, Vacation Leave, Personal Leave Day or Personal Holiday for Sick Leave Purposes

The Employer will allow an employee to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day, or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, personal leave day or vacation leave requests for sick leave purposes will indicate that the compensatory time, exchange time, personal holiday, personal leave day or vacation leave is being requested in lieu of sick leave. For full-time employees a personal holiday or personal leave day must be used in full shift increments. For part-time employees the use of a personal holiday for sick leave purposes will be calculated in accordance with Section 10.3 E and the use of a personal leave day for sick leave purposes will be calculated in accordance with Subsection 17.9 D.

12.4 Restoration of Vacation Leave

When a condition listed in Subsection 12.2 A, arises while the employee is on vacation leave, the employee will be granted accrued sick leave, in lieu of the approved vacation leave, provided that the employee requests such leave within fourteen (14) calendar days of his or her return to work. The equivalent amount of vacation leave will be restored. The supervisor may require a written medical certificate.

12.5 Sick Leave Reporting, Certification and Verification

A. An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise.

B. Call in for all Employees in a Position Requiring Relief, excluding the Special Commitment Center

If the employee is in a position where a relief replacement is necessary, the employee will make every effort to notify his or her supervisor as soon as practicable but, not less than one and one-half (1-1/2) hours prior to his or her scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave Law, RCW 49.76).

C. Call in for all Special Commitment Center Employees in a Position Requiring Relief

If the employee is in a position where a relief replacement is necessary, the employee will make every effort to notify his or her supervisor as soon as practicable but, not less than two (2) hours prior to his or her scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave law).

D. Sick Leave Abuse

~~If~~ When the Employer suspects sick leave abuse~~,~~ and notifies the employee, they will be given reasons for that suspicion and ~~the Employer~~ may be required to provide a written medical certificate for any sick leave absence. The Employer will not require continuous medical verification for longer than seven (7) months as a result of the Employer suspecting abuse.

The Employer will not adopt or enforce any policy that counts the use of sick leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is sick leave used in accordance with the terms and conditions of this Agreement and Agency Policy. The Employer will not discriminate or retaliate against an employee for the use of paid sick leave.

E. ~~In addition, a~~An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

If medical certification or verification is required for employees in overtime-eligible positions, it shall be in accordance with the provisions of RCW 49.46.210, WAC 296-128, and this Agreement.

12.6 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. 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.

12.7 Sick Leave Annual Cash Out

Each January, employees are eligible to receive cash on a one (1) hour for four (4) hours 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.

12.8 Sick Leave Cash Out for Retirement or Death

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will

not include "vested out of service" employees who leave funds on deposit with the retirement system.

12.9 Reemployment

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.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/6/18		6/6/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 13

VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

(Current Contract Language)

In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employees' Beneficiary Association (tax-free medical spending accounts) funded by the retiree's sick leave cash out. Voluntary Employees' Beneficiary Association of employees covered by this Agreement will be implemented only by written agreement with the Union.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 14
SHARED LEAVE

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

1. Called to service in the uniformed services;

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

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

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

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

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

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

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

1. "Domestic violence" means physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault, between family or household members as defined in RCW 26.50.010; sexual assault of one family or household member 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 "family member~~relative~~" is defined to include:~~limited to the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, sibling, grandparent, parent or stepparent~~.

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

   b. 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;

   c. Spouse;

   d. Registered domestic partner as defined by RCW 26.60;

   e. Grandparent;

   f. Grandchild; or

   g. Sibling.

4. "Household members" are defined as persons who reside in the same home who have reciprocal duties to and do provide financial

support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

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

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

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

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

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

10. "Victim" means a person against whom domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

11. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or ~~childcare~~foster care, for a period of up to sixteen (16) weeks after the birth or placement.

12. "Pregnancy disability" ~~leave~~ means a pregnancy-related medical condition or miscarriage.

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

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

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

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

D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3 A2.

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 14.3 A3.

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

103 **14.3** An employee may donate vacation leave, sick leave, or personal holiday to another
104 employee only under the following conditions:

105 A. The receiving employee:

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

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

110 3. Has the needed skills to assist in responding to an emergency or its
111 aftermath and volunteers his or her services to either a governmental
112 agency or to a nonprofit organization engaged in humanitarian relief
113 in the devastated area, and the governmental agency or nonprofit
114 organization accepts the employee's offer of volunteer services;

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

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

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

121 1. Go on leave without pay status; or

122 2. Terminate state employment.

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

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

125 1. Vacation leave, sick leave, and personal holiday reserves if the
126 employee qualifies under Subsection 14.3 A1; or

127 2. Vacation leave and paid military leave allowed under
128 RCW 38.40.060 if the employee qualifies under Subsection
129 14.3 A2; or

130 3. Vacation leave and personal holiday if the employee qualifies under
131 Subsection 14.3 A3 or 14.3 A4; or

132 4. Personal holiday and compensatory time if the employee qualifies
133 under Subsection 14.3 A5. The employee under this Subsection can
134 retain in reserve up to forty (40) hours each of vacation leave and
135 sick leave.

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

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

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

144 H. The donating employee may donate any specified amount of sick leave,
145 provided the donation does not cause the employee's sick leave balance to

146 fall below one hundred seventy-six (176) hours after the transfer. For
147 purposes of sick leave donation, a day equals the donor's monthly sick leave
148 accrual.

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

152 **14.4** The agency head or designee will determine the amount of donated leave an
153 employee may receive and may only authorize an employee to use up to a
154 maximum of five hundred twenty-two (522) days of shared leave during total state
155 employment. The Employer may authorize leave in excess of five hundred twenty-
156 two (522) days in extraordinary circumstances for an employee qualifying for the
157 program because he or she is suffering from an illness, injury, impairment or
158 physical or mental condition which is of an extraordinary or severe nature. A non-
159 permanent or on-call employee who is eligible to use accrued leave or personal
160 holiday may not use shared leave beyond the termination date specified in the non-
161 permanent or on-call employee's appointment letter.

162 **14.5** A. The agency head or designee will require the employee to submit, prior to
163 approval or disapproval:

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

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

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

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

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

182 B. To the extent allowed by law, the agency will maintain the confidentiality
183 of the verifying information unless disclosure is authorized in writing by the
184 employee.

185 C. The agency head or designee will respond in writing to shared leave
186 requests within ten (10) working days of receipt of a properly submitted
187 request.

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

192 **14.6** Any donated leave may only be used by the recipient for the purposes specified in
193 this Article.

194 **14.7** The receiving employee will be paid his or her regular rate of pay; therefore, one
195 (1) hour of shared leave may cover more or less than one (1) hour of the recipient's

196 salary. The calculation of the recipient's leave value will be in accordance with
197 Office of Financial Management policies, regulations, and procedures. The dollar
198 value of the leave is converted from the donor to the recipient. The leave received
199 will be coded as shared leave and be maintained separately from all other leave
200 balances.

201 **14.8** A. All forms of paid leave available for use by the recipient must be used prior
202 to using shared leave when qualified under Subsection 14.3 A1.

203 B. All forms of paid leave, except sick leave, available for use by the recipient
204 must be used prior to using shared leave when qualified under Subsection
205 14.3 A2, 14.3 A3, or 14.3 A4.

206 C. For shared leave qualified under Subsection 14.3 A5, the employee is
207 required to deplete their personal holiday and all compensatory time. The
208 employee is also required to deplete vacation leave and sick leave that is
209 over forty (40) hours in each category.

210 **14.9** A. Any shared leave no longer needed or will not be needed at a future time in
211 connection with the original injury or illness or for any other qualifying condition
212 by the recipient, as determined by the agency head or designee will be returned to
213 the donor(s).

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

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

217 2. The employee is released to full time employment, has not received
218 additional medical treatment for his or her current condition or any
219 other qualifying condition for at least six (6) months, and the
220 employee's doctor has declined, in writing, the employee's request

for a statement indicating the employee's condition has been resolved.

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

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

14.11 All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated, or financially induced into donating leave for purposes of this program.

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/20/18		6/20/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 15

FAMILY AND MEDICAL LEAVE – PREGNANCY DISABILITY LEAVE

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

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

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

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

4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for

alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

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

B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

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

15.2 The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave.

Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

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

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

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

15.6 The Employer will use forms designated by the United States Department of Labor in the administration of FMLA.

15.7 Personal medical leave or serious health condition leave or serious injury or illness leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave

for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

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

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

15.10 Parental Leave

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

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

15.11 Pregnancy Disability Leave

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

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/24/18		5/24/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 15

FAMILY AND MEDICAL LEAVE – PREGNANCY DISABILITY LEAVE

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

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

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

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

4. Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or called to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for

alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

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

B. Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

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

15.2 The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave.

Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

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

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

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

15.6 The Employer will use forms designated by the United States Department of Labor in the administration of FMLA.

15.7 Personal medical leave or serious health condition leave or serious injury or illness leave covered by family medical leave may be taken intermittently when certified as medically necessary. Employees must make reasonable efforts to schedule leave

for planned medical treatment so as not to unduly disrupt the Employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

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

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

15.10 Parental Leave

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

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

15.11 Pregnancy Disability Leave

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

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

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

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

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

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

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

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2 **TENTATIVE AGREEMENT REACHED**

3 **For the Union:** **For the Employer:**

4

5 7/10/18 7/10/18

6 **AMY SPIEGEL** **DATE** **JOHN VENCILL** **DATE**

ARTICLE 16

SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

16.1 If the Employer decides that a state office or work location is non-operational or inaccessible, due to severe inclement weather, conditions caused by severe inclement weather, a natural disaster or other emergency circumstances, the following will apply:

A. Non-emergency employees will be released with no loss of pay during the disruption of services, unless;

B. Non-emergency employees are able to be reassigned to similar positions at locations within a reasonable driving distance from the non-operational location during the disruption of services; or

C. At the discretion of the Employer, non-emergency employees may be subject to a temporary reduction of work hours or temporary layoff consistent with Section 34.6 of Article 34, Layoff and Recall, of this Agreement.

The Employer will notify employees of any non-operational or in-accessible state offices or work locations via hotlines, websites, and other methods in accordance with agency practice.

16.2 If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster, the employee's leave will be charged in the following order:

A. Any earned compensatory time or previously accumulated exchange time.

B. Any accrued vacation leave.

C. Any accrued sick leave, up to a maximum of three (3) days in any calendar year.

D. Leave without pay.

Although the types of paid leave will be used in the order listed above and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

Employees who report to work late because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster will be allowed up to one (1) hour of paid time (up to two (2) hours for employees who work at the Special Commitment Center [SCC] on McNeil Island). If the Employer suspects abuse, the Appointing Authority may deny an employee up to one (1) hour (or two (2) hours for SCC employees) of paid time.

16.3 If the Director or Secretary or designee of an agency determines a state office or work location is non-operational after the work shift has begun, employees will be released for the balance of the day without loss of pay. An employee who was unable to report to work because of severe inclement weather, conditions caused by severe inclement weather or a natural disaster and is on leave in accordance with Section 16.2 of this Article, will be compensated for the balance of his or her work shift remaining after the determination that the state office or work location is non-operational and will not be charged leave for that time. An employee who is on approved leave for reasons other than severe inclement weather, conditions caused by severe inclement weather or a natural disaster will not have his or her leave restored.

TENTATIVE AGREEMENT REACHED

For the Union:

7/10/18

AMY SPIEGEL **DATE**

For the Employer:

7/10/18

JOHN VENCILL **DATE**

ARTICLE 17

MISCELLANEOUS PAID LEAVES

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

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

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

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

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

E. For life-giving procedures, when approved in advance;

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

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

H. To serve as a member of the ~~2019-2021~~ Union collective bargaining team as provided in Section 39.13, ~~2019-2021~~ Master Agreement Negotiations.

17.2 Examinations/Interviews

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

17.3 Employee Assistance Program

When approved, employees will receive paid leave for up to three visits ~~to receive~~ for assessment through the Employee Assistance Program. Leave may include reasonable travel time.

17.4 Jury Duty

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

17.5 Witness/Subpoena

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

A. The employee has been subpoenaed on the Employer's behalf, or

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

17.6 Life-Giving Procedures

When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving procedures. The Employer may approve additional days through the use of accrued paid leave. "Life-giving procedure" is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated

in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

17.7 Bereavement Leave

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

B. The Employer may require verification of the family member's or household member's death.

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

D. ~~For purposes of this Section a~~A family member is defined as:~~ parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, step-grandparent, grandchild, child-in-law, child and step-child.~~

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

~~E.~~D. 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.

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

17.8 Military Leave

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

17.9 Personal Leave

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

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

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

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

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

D. Part-time and on-call employees who are employed during the month in which the personal leave day is taken will be compensated for the personal leave day in an amount proportionate to the time in pay status during the month to that required for full-time employment.

E. Upon request, an employee will be approved to use part or all of his or her personal leave day for:

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

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/19/18		JoVencill 6/19/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 18

LEAVE WITHOUT PAY

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

A. Family and medical leave (Article 15);
B. Compensable work-related injury or illness leave (Article 19);
C. Military leave;
D. Volunteer firefighting leave–emergencies;
E. Family military leave;
F. Domestic violence leave; and
G. Leave for a reason of faith or conscience (Section 18.16).

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

A. Educational leave;
B. Sabbatical;
C. Child and elder care emergencies;
D. Governmental service leave;
E. Citizen volunteer or community service leave;
F. Conditions applicable for leave with pay;
G. Seasonal career employment;
H. Formal collective bargaining leave;
I. Volunteer firefighting leave–non-emergencies; and
J. As otherwise provided for in this Agreement.

18.3 Limitations

Leave without pay will be limited to no more than twelve (12) months in any consecutive five (5) year period, except for:

A. Compensable work-related injury or illness;

B. Educational leave;

C. Governmental service;

D. Military;

E. Seasonal career employment leave;

F. Leave for serious health condition taken under the provisions of Article 15, Family and Medical Leave – Pregnancy Disability Leave;

G. Leave taken voluntarily to reduce the effect of a layoff;

H. Leave authorized in advance by an Appointing Authority as part of a plan to reasonably accommodate a person of disability;

I. Leave to participate in union activities;

J. Volunteer firefighting leave; or

K. Domestic violence leave.

18.4 Returning Employee Rights

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

18.5 Military Leave

In addition to twenty-one (21) days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave will be granted in accordance with

RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

18.6 Educational Leave

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

18.7 Sabbatical

Leave without pay may be granted for sabbatical for the purpose of professional employee growth

18.8 Child and Elder Care Emergencies

Leave without pay may be granted for child and elder care emergencies. In lieu of leave without pay, compensatory time, exchange time or paid leave may also be used for child and elder care emergencies.

18.9 Seasonal Career Employment

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

18.10 Governmental Service Leave

Leave without pay may be granted for governmental service in the public interest, including, but not limited to the U.S. Public Health Service or Peace Corps leave.

18.11 Citizen Volunteer or Community Service Leave

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

18.12 Formal Collective Bargaining Leave

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

18.13 Volunteer Firefighting Leave

A. Leave without pay will be granted for emergencies. Emergencies include when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency. Vacation leave may be substituted for leave without pay for emergencies.

B. Leave without pay may be granted for non-emergencies. Non-emergencies may include training, inspections and public outreach activities.

18.14 Military Family Leave

Leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, compensatory time, vacation leave, sick leave, and all or part of a personal holiday is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days notice after receipt of official notice that the employee's spouse or state registered domestic partner will be on leave or of an impending call to active duty.

18.15 Domestic Violence Leave

Leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with RCW 49.76.

18.16 Holidays for a Reason of Faith or Conscience

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

A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

B. The Employer will allow an employee to use compensatory time, exchange time, a personal holiday or vacation leave in lieu of leave without pay. All requests to use compensatory time, exchange time, a personal holiday or vacation leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. An employee's personal holiday must be used in full workday increments.

C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.

E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

18.17 Requests – Approval and Denial

Requests for leave without pay will be submitted in writing. The Employer will respond to employee leave without pay requests as soon as possible, but no later than fourteen (14) calendar days. At the request of an employee, the reasons for the denial will be provided in writing.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/6/18		6/6/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 19

WORK-RELATED INJURY OR ILLNESS

(Current Contract Language plus any TA from the DCYF Supplemental Table)

19.1 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take vacation leave, sick leave, or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave, sick leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

19.2 Assault Benefits

The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Departments of Social and Health Services, Children, Youth and Families, Natural Resources, and Veterans Affairs who are victims of assault by residents, patients, or juvenile offenders. The Employer will follow the provisions of RCW 72.09.240 and agency policy with respect to employees of the Departments of Corrections and Natural Resources who are victims of assault by offenders. The Employer will follow the provisions of RCW 47.04.250 and agency policy with respect to employees of the Department of Transportation who are the victims of assault by motorists. The Employer will follow the provisions of RCW 74.04.790 and agency policy with respect to child protective, child welfare and adult protective services employees of the Departments of Social and Health Services and Children, Youth and Families who are victims of assault while in the course of discharging their assigned duties.

19.3 Return-to-Work

The Employer will follow the provisions of WAC 357-19-525, 530 and 535, and agency policy related to a return-to-work program. The Employer will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in an agency return-to-work program.

19.4 General Provisions

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments. Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. Notwithstanding Section 18.1, of Article 18, Leave Without Pay, the Employer may separate an employee in accordance with Article 32, Reasonable Accommodation and Disability Separation.

19.5 Return to Work for Parks and Recreation Commission – Park Rangers

A. A park ranger who becomes temporarily disabled due to a workplace injury or suffers an occupational disease may be eligible to return to work in a modified duty assignment. The assignment may permit the park ranger to work within the classification in a modified capacity at the current rate of salary.

B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the assistant director of operations or designee. Possible assignments will be based upon program needs and the park ranger's limitation(s). Assignments may be denied when a park ranger is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the assistant director of operations or designee determines that there is insufficient need for an assignment. The assistant director of operations or designee's decision is final and is not subject to Article 29, Grievance Procedure.

C. Modified duty assignments must be presented to the assistant director of operations or designee in writing and will only be considered when the request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting park ranger and to his or her chain of command and will require a physician's approval that the park ranger is able to perform the modified duties.

D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by the Agreement. Park rangers in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive patrol vehicles unless authorized by the assistant director of operations or designee.

E. Non-Work Related Injury or Illness

Park rangers who become temporarily disabled due to a non-work-related illness or injury may request a reasonable accommodation to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the park ranger's responsibility. The opportunity for modified duty assignments is limited and is subject to approval and conditioning by the assistant director of operations or designee. The assistant director of operations' decision is final and is not subject to Article 29, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
	9/24/18		9/19/18
AMY SPIEGEL	DATE	JOHN VENCILL	DATE

ARTICLE 20

SAFETY AND HEALTH

20.1 The Employer, employee and Union have a significant responsibility for workplace safety and health.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. The Employer may direct employees to use leave in accordance with Article 12, Sick Leave, when employees self-report a contagious health condition.

C. The Union will work cooperatively with the Employer on safety and health-related matters and encourage employees to work in a safe manner.

D. When an employee has concerns about access to communications when working away from their duty station, the employee will bring the issue to their supervisor for resolution.

20.2 The Employer will determine and provide the required safety devices, personal protective equipment and apparel, including those used in the transporting of offenders, patients and/or clients, which employees will wear and/or use. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

20.3 Each agency will form joint safety committees in accordance with WISHA requirements at each permanent work location where there are eleven (11) or more employees.

20.4 Safety committees will consist of employees selected by the Union and employer-selected members. The number of employees selected by the Union must equal or exceed the number of employer-selected members. The number of union-designated employee representatives on the committee(s) will be proportionate to the number of employees represented by the Union at the permanent work location. Meetings will be conducted in accordance with WAC 296-800-13020. Committee recommendations will be forwarded to the appropriate Appointing Authority for review and action, as necessary. The Appointing Authority or designee will report follow-up action/information to the Safety Committee.

In those cases where the Union has attempted to provide union-designated representatives for a safety committee and has been unable to do so, the Union may contact the agency to request assistance in providing notice of safety committee nominations. If the Union is still unable to provide representatives to the Employer, then the Employer and the Union together will hold an election and will appoint those elected representatives. If the Union is still unable to provide representatives to the Employer, the Employer may appoint volunteers who have been elected and are willing to serve until the Union designates safety committee representatives.

20.5 The Employer will follow its practices regarding blood-borne pathogens.

20.6 When an employee(s) worksite is impacted by a critical incident the Employer will provide the employee(s) with an opportunity to receive a critical incident debriefing from the Employee Assistance Program or other sources available to the agency.

20.7 If the Employer determines employees have been exposed to a serious communicable disease in the course of their official duties, the employee may be granted paid administrative leave to seek testing and treatment.

20.8 Ergonomic Assessments

At the request of the employee, the Employer will ensure that an ergonomic assessment of the employee's work station is completed. Solutions to identified issues/concerns will be implemented within available resources.

20.9 Air Quality Assessments

Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 20.4, above.

20.10 Department of Corrections

A. The Employer will provide sufficient staff for the transportation of offenders in a safe manner in accordance with agency policy.

B. The Employer will continue to provide controlled environments and the use of safety glass in its field offices for the safety of staff.

C. The Employer will offer training to enhance staff's proficiency at detecting potential risk and dangerous situations. The Employer will also offer training on active threats and techniques of de-escalation.

D. The parties agree to maintain and utilize the Community Corrections Division Security Advisory Committee to evaluate and propose solutions to improve the operational safety of staff performing the work of community corrections.

E. The parties commit to work together within the term of this agreement to find a shared solution to the real-time monitoring concern.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/7/18		6/7/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 21

UNIFORMS, TOOLS AND EQUIPMENT

21.1 Uniforms

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

21.2 Tools and Equipment

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

21.3 Taxability

The Employer will comply with applicable IRS regulations regarding taxing of Employer provided items.

21.4 Department of Corrections – Firearms Training and Ammunition

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

21.5 Safety Footwear

The Employer will determine the employees that are required to wear safety footwear as essential Personal Protective Equipment (PPE). Those employees in the following agencies will receive a biennial allowance of $225.00 per pair:

- Ecology
- Department of Agriculture
- Department of Enterprise Services
- Department of Fish and Wildlife
- Department of Social and Health Services – Consolidated Maintenance and Operations
- Department of Social and Health Services – Eastern State Hospital
- Department of Social and Health Services – Western State Hospital
- Department of Transportation
- Liquor and Cannabis Board
- Labor and Industries
- Secretary of State
- Utilities and Transportation Commission

Agencies with policies or practices that allow a higher allowance are grandfathered for those allowance levels. The process for purchasing safety footwear will follow agency policy or practice.

The appointing authority or designee may authorize additional safety footwear reimbursement should boots be damaged or worn out before the next allowance is authorized.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/2/18		8/2/2018	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

PROPOSAL IS TO MOVE TO ARTICLE 22

~~**DEPARTMENT OF CORRECTIONS**~~

~~**EMPLOYEES ONLY**~~

~~**ARTICLE 22**~~

~~**DRUG AND ALCOHOL FREE WORKPLACE**~~

~~**22.1 Drug and Alcohol Free Workplace**~~

~~All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana or drugs.~~

~~**22.2 Possession of Alcohol, Marijuana and Illegal Drugs**~~

~~A. The use or possession of alcohol, or marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when the premises are considered residences.~~

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

~~**22.3 Notification of Prescription and Over-the-Counter Medications**~~

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

~~**22.4 Drug and Alcohol Testing**~~

~~A. Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46~~

~~CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy, and subject to the provisions of this Article.~~

~~B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. A blood test will be administered for post-shooting testing.~~

~~For purposes of this Article, employees who perform other safety-sensitive functions are those employees eligible to be issued firearms (Community Corrections Officers, Community Corrections Specialists and Corrections Officers) and those licensed health care professionals who administer or dispense medications as a part of their job duties.~~

~~C. Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.~~

~~22.5 Voluntary Request for Assistance~~

~~A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.~~

~~B. Assessment and Treatment~~

~~The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery~~

~~(DBHR). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he/she refuses to participate in or successfully complete any DBHR certified program.~~

~~C. Return to Work~~

~~Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he/she will be discharged.~~

~~D. Release of Information~~

~~Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.~~

~~22.6 Reasonable Suspicion Testing – All Employees~~

~~A. Standards~~

~~Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.~~

~~B. Specific Objective Grounds~~

~~Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:~~

~~1. Physical symptoms consistent with alcohol, marijuana, or controlled substance use;~~

~~2. Evidence or observation of alcohol, marijuana, or controlled substance use, possession, sale, or delivery; or~~

~~3. The occurrence of an accident(s) where a trained manager, or supervisor suspects alcohol, marijuana, or controlled substance use may have been a factor.~~

~~C. Referral~~

~~Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances, marijuana, and/or alcohol. The appointing authority or designee must approve the testing.~~

~~D. Testing~~

~~When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.~~

~~E Testing Procedures~~

~~Testing will be conducted by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance, marijuana, and/or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.~~

~~F. Positive Test Result~~

~~A positive test result will be defined as any result qualifying as legally intoxicated under Department of Transportation standards. Except as~~

~~provided in Article 22.5, an employee who has a positive alcohol, marijuana, and/or controlled substance test may be subject to disciplinary action, up to and including dismissal.~~

~~**22.7 Training**~~

~~Training will be made available to managers, supervisors, and Union Stewards. The training will include:~~

~~A. The elements of the Employer's Drug and Alcohol Free Workplace Program;~~

~~B. The effects of drugs and alcohol in the workplace;~~

~~C. Behavioral symptoms of being affected by controlled substances, marijuana, and/or alcohol; and~~

~~D. Rehabilitation services available.~~

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		8/30/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 22

DRUGS ~~AND~~ ALCOHOL AND MARIJUANA FREE WORKPLACE

~~EXCLUDING DOC EMPLOYEES~~

22.1 All Employees (Except Department of Corrections)

A. All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol, marijuana or drugs.

~~22.2~~ **B. Possession of Alcohol, Marijuana or ~~and~~ Illegal Drugs**

1.~~A.~~ The use or possession of alcohol, marijuana or illegal drugs by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:

1. The premises are considered residences, or

2. The premises or state vehicles are used for the transportation ~~of, purchase, distribution and sale~~ of alcohol, marijuana or illegal drugs pursuant to state law.

~~B. The use or possession of marijuana by an employee is prohibited in state vehicles, on agency premises, or other governmental or private worksites where employees are assigned to conduct official state business, except when:~~

~~1. The premises are considered residences, or~~

~~2. The premises or state vehicles are used for the transportation of, purchase, distribution and sale of marijuana pursuant to state law.~~

2.~~C.~~ The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of alcohol or drugs, including marijuana, in state vehicles, on agency premises or on official business is prohibited.

~~22.3~~ C. **Notification of Prescription, Medical Marijuana and Over-the-Counter Medications**

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

~~22.4~~ D. **Drug and Alcohol Testing – Safety-Sensitive Functions**

1.~~A.~~ Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy.

2.~~B.~~ In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. For purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms and those licensed health care professionals who administer or dispense medications as a part of their job duties.

3.~~C.~~ Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the

employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

~~22.5~~ E. **Reasonable Suspicion Testing – All Employees Performing Safety-Sensitive Functions, and all Department of Transportation, and Washington State Patrol Employees**

1.~~A.~~ Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions or any employee of the Department of Transportation or Washington State Patrol when there is reason to suspect that alcohol, marijuana or controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

2.~~B.~~ Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:

a.~~1.~~ Physical symptoms consistent with controlled substance, marijuana and/or alcohol use;

b.~~2.~~ Evidence or observation of controlled substance, marijuana or alcohol use, possession, sale, or delivery; or

c.~~3.~~ The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance, marijuana and/or alcohol use may have been a factor.

3.~~C.~~ Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager, supervisor or lead worker who has attended the training on detecting the signs/symptoms of being affected by controlled

substances, marijuana and/or alcohol and verified in person or over the phone by another trained manager, supervisor or lead worker.

4.~~D.~~ Testing

When reasonable suspicion exists, employees must submit to alcohol, marijuana and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

~~22.6~~ F. Drug and Alcohol Testing – General

For all employees tested in accordance with Sections 22.4 and 22.5 above:

1.~~A.~~ Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. Employees in the same agency as the employee being tested will not do collection and processing of samples, excluding law enforcement officers using a breath-testing device. An employee notified of a positive controlled substance and/or marijuana test result may request an independent test of his or her split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

2.~~B.~~ An employee who has a positive test for alcohol, marijuana, and/or a positive controlled substance may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of agency drug and alcohol free workplace policies.

1 ~~22.7~~ G. **Training**

2 Training will be made available to managers, supervisors, shop stewards, and lead
3 workers. The training will include:

4 1.~~A.~~ The elements of the Employer's Drug and Alcohol Free Workplace
5 Program;

6 2.~~B.~~ The effects of drugs and alcohol in the workplace;

7 3.~~C.~~ Behavioral symptoms of being affected by controlled substances, marijuana
8 and/or alcohol; and

9 4.~~D.~~ Rehabilitation services available.

10 **22.2 Department of Corrections Employees**

11 ~~**22.1 Drug and Alcohol Free Workplace**~~

12 A. All employees must report to work in a condition fit to perform their
13 assigned duties unimpaired by alcohol, marijuana or drugs.

14

15 ~~22.2~~ B. **Possession of Alcohol, Marijuana and Illegal Drugs**

16 1.~~A.~~ The use or possession of alcohol, or marijuana by an employee is
17 prohibited in state vehicles, on agency premises, or other
18 governmental or private worksites where employees are assigned to
19 conduct official state business, except when the premises are
20 considered residences.

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

24 ~~22.3~~ C. **Notification of Prescription and Over-the-Counter Medications**

25 Employees taking physician-prescribed or over-the-counter medications, if there is
26 a substantial likelihood that such medication will affect job safety, must notify their

supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

~~22.4~~ D. **Drug and Alcohol Testing**

1.~~A.~~ Employees required to have a Commercial Driver's License (CDL) or to be licensed by the United States Coast Guard, are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing shall be conducted in accordance with agency policy, and subject to the provisions of this Article.

2.~~B.~~ In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy. A blood test will be administered for post-shooting testing.

For purposes of this Article, employees who perform other safety-sensitive functions are those employees eligible to be issued firearms (Community Corrections Officers, Community Corrections Specialists and Corrections Officers) and those licensed health care professionals who administer or dispense medications as a part of their job duties.

3.~~C.~~ Post-accident drug and alcohol testing may be conducted when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor.

~~**22.5 Voluntary Request for Assistance**~~

~~A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant~~

~~to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.~~

~~B. Assessment and Treatment~~

~~The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any in-patient chemical dependency rehabilitation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return-to-work agreement before being allowed to return to work. An employee will be discharged if he/she refuses to participate in or successfully complete any DBHR certified program.~~

~~C. Return to Work~~

~~Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he/she will be discharged.~~

~~D. Release of Information~~

~~Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.~~

~~22.6~~ F. Reasonable Suspicion Testing – All Employees

1.~~A.~~ Standards

Reasonable suspicion testing for alcohol, marijuana or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol, marijuana or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

2.~~B.~~ Specific Objective Grounds

Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include, but are not limited to:

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

3.~~C.~~ Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has attended the training on detecting the signs/symptoms of being affected by controlled substances, marijuana, and/or alcohol. The appointing authority or designee must approve the testing.

4.~~D.~~ Testing

When reasonable suspicion exists, employees must submit to alcohol, marijuana, and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

5.~~E~~ Testing Procedures

Testing will be conducted by an outside certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. All

employees notified of a positive controlled substance, marijuana, and/or alcohol test result may request an independent test of their split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

6.~~F.~~ Positive Test Result

A positive test result will be defined as any result qualifying as legally intoxicated under Department of Transportation standards. Except as provided in Article 22.5, an employee who has a positive alcohol, marijuana, and/or controlled substance test may be subject to disciplinary action, up to and including dismissal.

~~22.7~~ G. Training

Training will be made available to managers, supervisors, and Union Stewards. The training will include:

1.~~A.~~ The elements of the Employer's Drug and Alcohol Free Workplace Program;

2.~~B.~~ The effects of drugs and alcohol in the workplace;

3.~~C.~~ Behavioral symptoms of being affected by controlled substances, marijuana, and/or alcohol; and

4.~~D.~~ Rehabilitation services available.

22.3 All Employees - Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Assistance Program or other Agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical

dependency assessment and successful completion of any in-patient chemical dependency rehabilitation program certified by the Department of Social and Health Services, Division of Behavioral Health and Recovery (DBHR). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he/she refuses to participate in or successfully complete any DBHR certified program.

C. Return to Work

Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he/she will be discharged.

D. Release of Information

Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		8/30/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 23

TRAVEL

(Current Contract language)

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 and agency policy.

23.2 During the course of conducting official state business, if an employee believes use of his or her personal vehicle may present a potential threat to the employee's safety, he or she will discuss appropriate alternatives with his or her supervisor.

23.3 An employee will not be reimbursed for mileage if he or she chooses to use his or her personal vehicle when a state vehicle is available unless approved in advance by their Appointing Authority or designee.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 24

MEALS

(Current Contract language)

Department of Social and Health Services – Institutions Bargaining Unit; School for the Blind; Center for Childhood Deafness and Hearing Loss; Department of Transportation; Utilities and Transportation Commission; Department of Veterans Affairs – Homes only; Department of Corrections – Work Release Facilities; Military Department and the Washington State Patrol

24.1 Except as provided in Section 24.2, meals will be provided in accordance with agency or institution practices.

24.2 Employees purchasing meals in an Employer operated dining hall who are required to return to duty without benefit of finishing the meal will be reimbursed the purchase price of the meal or provided a replacement meal, if available.

24.3 Department of Corrections – Work Release Facilities

Any work release employee working involuntary overtime in excess of two (2) hours will be provided meals during the overtime shift.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 25

COMMUTE TRIP REDUCTION AND PARKING

25.1 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.

25.2 Agencies will provide commute trip reduction incentives consistent with agency policies and within available resources.

25.3 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 July 31, 2010.

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

25.5 All Employees with ~~a~~ King, Pierce or Snohomish County Duty Stations

A. ~~In addition to all other provisions of Article 25, effective July 1, 2017, upon request, a~~All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties~~y~~ will receive a card for travel on public transportation known as a "One Regional Card for All", otherwise known as an ORCA Card. Specifically travel via the Washington State Ferry system would be excluded. ~~with the maximum amount expended per person of four hundred and eighty-two dollars ($482.00) per year.~~

B. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties that participate in a Van Pool through the ORCA program will be subsidized fifty (50) dollars of the per monthly cost.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
9/11/18		9/11/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 26

HOUSING

(Current Contract Language)

26.1 The Employer will continue to follow agency policies and practices regarding Employer-provided housing.

26.2 Parks and Recreation Commission

A. Employees housed on-site will be allowed to live in a residence in another park in accordance with agency policy.

B. Employees will have the option to accept employer provided housing or maintain a personal residence.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
	5/23/18		5/23/18
AMY SPIEGEL	DATE	JOHN VENCILL	DATE

ARTICLE 27

DISCIPLINE

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

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

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

27.4 The Employer has the authority to determine the method of conducting investigations. Upon request, if an investigation will last longer than ninety (90) days from the date the employee was notified of the investigation, 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. A traditional element of just cause requires discipline to be imposed in a timely manner in light of the need for thorough investigations.

27.5 Investigatory Interviews

A. 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.

B. Department of Social and Health Services

An employee who is being interviewed as part of an administrative investigation will be notified in writing prior to the interview if the investigator would like to audio record the interview. The written notification will contain a consent form that the employee will bring to the interview. If an employee does not consent to the recording, the investigator will not discuss the issue of audio recording with the employee. Interviews will be conducted in a professional manner and investigative methods will be consistent with law. No threats or promises will be made to induce an answer.

C. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation. The Union representative may call for a recess during the interview to consult with the employee for representational purposes.

D. Employees who are the subject of an investigatory interview will be informed of the general nature of the allegation(s) before the employee is asked to respond to questions concerning the allegation(s).

E. If an investigator requests that an employee sign a statement, the employee may review the statement and submit corrections, if any. The employee will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement to accept the employee's corrections.

F. In accordance with Subsection 31.6 A, adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file.

27.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting his or her union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified.

27.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the Union on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked. Excluding oral and written reprimands, the Union will be provided copies of disciplinary actions.

27.8 The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay.

27.9 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 29, Grievance Procedure. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure.

27.10 Department of Corrections

An employee will be allowed to view grievances filed by an offender, which allege staff misconduct pertaining to the employee. If the employee requests, the

employee will be notified of the eventual outcome of the alleged staff misconduct grievance.

Tentative Agreement reached

For the Union:		**For the Employer:**	
8/2/18		Aug 2, 2018	
Amy Spiegel	**Date**	**John Vencill**	**Date**

ARTICLE 28

PRIVACY AND OFF-DUTY CONDUCT

(Current Contract Language)

28.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

28.2 When documents or information in an employee's personnel, payroll, supervisor or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

28.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the employee's work performance or the program of the agency.

28.4 Reporting of Off-Duty Conduct

Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Appointing Authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their Appointing Authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in WSP will continue to abide by WSP regulations relating to off-duty conduct.

28.5 Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 29

GRIEVANCE PROCEDURE

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

29.2 Terms and Requirements

A. Grievance Definition

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

B. Filing a Grievance

Grievances may be filed in accordance with Section 29.3 by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 3 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 3 meeting, the meeting will be postponed.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by

excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

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

E. Contents

The written grievance must include the following information:

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

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to

informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

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

G. Resolution

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

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

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

J. Pay

Release time will be provided to grievants and union stewards in accordance with Article 36, Employee Rights and Article 39, Union Activities.

K. Group Grievances

No more than five (5) grievants and ~~one (1)~~ two (2) union stewards and/or staff representative, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

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

N. Discipline

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

O. Grievance Files

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

P. Alternative Resolution Methods

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

Q. Steward Mentoring

With the agreement of the Employer, additional Union stewards will be allowed to observe a Management scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve compensatory time, exchange time, vacation leave or leave without pay for the Union steward to attend the meeting.

29.3 Filing and Processing

A. Filing

1. A non-disciplinary grievance or a grievance related to an oral or written reprimand must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew

or could reasonably have known of the occurrence. All other disciplinary grievances, disability separation grievances or grievances related to layoff must be filed within twenty-eight (28) days of the effective date of the discipline, disability separation or layoff. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.

2. The preferred method of filing a written grievance is by email. The parties acknowledge in some instances access to email is an issue, therefore, grievances may be filed via hard copy.

B. Processing

Step 1 – is no longer used

Step 2 ~~1~~ – ~~Responsible Supervisor, Manager~~ Appointing Authority or Designee:

If the issue is not resolved informally, the Union may present a written grievance to the ~~employee's supervisor~~Appointing Authority or designee with a copy to the Human Resources Office within the twenty-eight (28) day period described above. The ~~Employer will designate a responsible supervisor, manager or designee who~~Appointing Authority or Designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

~~**[Note: The agencies listed in Appendix C will bypass Step 1.]**~~

~~**Step 2 – Appointing Authority or Designee:**~~

~~1. For Agencies not Listed in Appendix C:~~

~~If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Appointing Authority or designee, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision.~~

~~2. For Agencies Listed in Appendix C:~~

~~If the issue is not resolved informally, the Union may present a written grievance to the employee's Appointing Authority or designee, with a copy to the Human Resources Office within twenty-eight (28) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-eight (28) day period will be used to attempt to informally resolve the dispute.~~

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

Step 3 – Agency Head or Designee:

Except for the Department of Social and Health Services (DSHS), Department of Transportation (DOT) and Department of Corrections (DOC), if the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision.

For the DSHS, DOT and DOC, if the grievance is not resolved at Step 2 the Union may move it to Step 3 by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision.

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

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

Step 4 – Mediation or Pre-Arbitration Review Meetings:

1. Disciplinary and Disability Separation Grievances (Excluding Written Reprimands)

   If the grievance is not resolved at Step 3, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov and the agency's Human Resources Office within thirty (30) days of receipt of the Step 3 decision.

2. Disciplinary and Disability Separation Grievances Not Moved to Mediation and Non-Disciplinary Grievances (Including Written Reprimands)

   If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov with a copy to the agency's Human Resource Office within thirty (30) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union:

   a. If a pre-arbitration review meeting will be scheduled with the LRS, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

b. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by or to the mediator, or by or to any party or other participant in the mediation or meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 5 – Arbitration:

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

C. Selecting an Arbitrator

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

D. Authority of the Arbitrator

1. The arbitrator will:

   a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

   b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

   c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;

   d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

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

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

E. <u>Arbitration Costs</u>

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

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

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

5. If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

29.4 Successor Clause

Grievances filed during the term of this~~e 2017 – 2019~~ Agreement will be processed to completion in accordance with the provisions during the same term of this~~e 2017 – 2019~~ Agreement.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/7/18		6/7/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 30

EMPLOYEE ASSISTANCE PROGRAM

(Current Contract Language)

30.1 The Employee Assistance Program within the Department of Enterprise Services is responsible for the employee assistance program established in accordance with RCW 41.04.700 through 730. Individual employees' participation in the Employee Assistance Program and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

A. Whether or not the referred employee made an appointment;
B. The date and time the employee arrived and departed;
C. Whether the employee agreed to follow the advice of counselors; and
D. Whether further appointments were scheduled.

30.2 Participation or nonparticipation by any employee in the Employee Assistance Program will not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 31

PERSONNEL FILES

(Current Contract Language)

31.1 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to the file kept by the employee's first-line supervisor. Additional employee files may include attendance files, payroll files and medical files.

31.2 An employee may examine his or her own personnel file, supervisory file, attendance file, payroll file, and medical file(s). The Employer will provide access to the file as soon as possible but not more than fourteen (14) calendar days from the date of a request. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the files that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

31.3 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may have documents relevant to his or her work performance placed in his or her personnel file.

31.4 Medical files will be kept separate and confidential in accordance with state and federal law.

31.5 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise. Upon request by the employee, the supervisor will share why the materials were not purged. The confidentiality and security of supervisory files will be maintained to the extent allowed or required by law.

31.6 Removal of Documents

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from employee files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee's personnel file after three (3) years if:

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

C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

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

D. Performance evaluations will be removed from an employee's personnel file after five (5) years if:

1. Circumstances do not warrant a longer retention period; and/or

2. There have been no documented performance deficiencies in a subsequent performance evaluation; and

3. The employee submits a written request for its removal.

E. Other material or information of an adverse nature will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period; and/or

2. There have been no documented performance deficiencies in a subsequent performance evaluation; and

3. The employee submits a written request for its removal.

F. 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.

G. Once a discipline, performance evaluation or other document has been removed, or is eligible to be removed, from the personnel file as outlined in Article 31.6 B, C, D or E above, the information removed will not be used in subsequent disciplinary actions, unless mutually agreed otherwise.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 32

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

(Current Contract Language)

32.1 Reasonable Accommodation

A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

B. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.

C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion from a physician or licensed mental health professional of the agency's choice and at Employer expense. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of his or her reasonable accommodation information that is maintained by the Employer.

D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodations in alternative vacant positions.

32.2 Disability Separation

A. An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional.

B. The agency may separate an employee after providing at least fourteen (14) calendar days' written notice when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position. The agency may immediately separate an employee that requests separation due to disability.

C. An employee separated due to disability will be placed in the General Government Transition Pool Program if he or she submits a written request to the agency's Human Resources Office for reemployment in accordance with WAC 357-46-090 through -105 and has met the reemployment requirements of WAC 357-19-475.

D. Disability separation is not a disciplinary action. An employee who has been separated because of a disability may grieve his or her disability separation in accordance with Article 29, Grievance Procedure, unless the separation was at the employee's request.

32 - Status Quo

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 33

SENIORITY

33.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked. Actual hours worked includes all overtime hours and all paid holiday and leave hours, excluding compensatory time. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service;

2. Compensable work-related injury or illness leave;

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

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

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

~~5.~~6. Reducing the effects of layoff, and/or

~~6.~~7. Leave for Union employment in accordance with Sections 39.8 and 39.10, of Article 39, Union Activities.

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

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

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

33.2 Ties

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

A. Longest continuous time within their current job classification,

B. Longest continuous time with the agency, and

C. By lot.

33.3 Seniority List

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 34

LAYOFF AND RECALL

34.1 Definition

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

A. Separation from service with the Employer,

B. Employment in a class with a lower salary range,

C. Reduction in the work year, or

D. Reduction in the number of work hours.

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

34.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum.

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours

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

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

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

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

34.5 Non-Permanent and Probationary Employees

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

34.6 Temporary Reduction of Work Hours or Layoff – Employer Option

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

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

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

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

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

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

34.7 Layoff Units

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

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

34.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions or, bona fide occupational qualifications approved by the Human Rights Commission that have been identified at least three (3) months prior to the layoff. In no case will the skills and abilities required in layoff be more restrictive than those required when filling positions.

34.9 Formal Options

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

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

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.

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

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

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

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

C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position.

D. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status, regardless of a break in service.

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

34.10 Informal Options

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

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

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

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

34.11 Notification for the Union

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

34.12 Notification to Employees With Permanent Status

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

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

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

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

34.13 Salary

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

A. Transfer or Bump

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

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

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

C. Appointment from a Layoff List

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

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

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

34.14 Transition Review Period

A. The Employer may require an employee to complete a six (6) ~~twelve (12)~~ month transition review period when the employee accepts a layoff option to a job classification or future-equivalent job classification in which he or she has:

1. Not held permanent status;

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

3. Been appointed from a layoff list.

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

B. When the Employer requires an employee to complete a transition review period, the employee will be provided with written notice.

C. ~~The Employer may reduce a transition review period to no less than six (6) months.~~ Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

D. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. The Employer will provide the employee seven (7) days written notice prior to the effective date of the separation. However, if the Employer fails to provide seven (7) days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee

would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the position.

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

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

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

34.15 Recall

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

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

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

34.16 General Government Transition Pool Program

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

34.17 Project Employment

A. Less Than Five Years of Continuous Project Employment

Project employees who have been in project status for less than five (5) consecutive years have layoff rights within their project.

B. Five Years or Greater of Continuous Project Employment

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

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

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

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

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

34.18 Seasonal Career Employment

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

B. Formal options to other seasonal career positions will be determined using the procedure outlined in Section 34.9. Employees separated due to layoffs

will be placed on separate seasonal layoff lists for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions within their layoff unit for the current or following season.

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

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

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

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

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

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

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
7/9/10		7/9/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 35

MANAGEMENT RIGHTS

(Current Contract Language)

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

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 36

EMPLOYEE RIGHTS

36.1 Employee Liability

A. In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the State, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 070.

B. Within the Department of Corrections, employees are entitled to protection from liability for civil damages resulting from any act or omission in the rendering of community placement activities, as provided in RCW 72.09.320.

36.2 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with RCW 4.92.100 and applicable agency policies. Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

36.3 Duty Station

A. Each bargaining unit employee will be assigned an official duty station in accordance with OFM travel regulations.

B. If the official duty station is changed, the employee will be given a fifteen (15) calendar day notice, or a shorter notification period may be agreed to.

C. If reassignment of an official duty station results in a commute in excess of thirty (30) miles in addition to the current commute, the employee may exercise his or her rights under Article 34, Layoff and Recall. The notice will contain the employee's rights below.

1. Upon request, the Human Resource office will discuss possible layoff scenarios and process with the employee.

36.4 Use of Volunteers and Student Workers

The Employer will use volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers, student workers and other non-civil service personnel will not supervise bargaining unit employees.

36.5 Right to 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.

36.6 Attendance at Meetings

A. An employee will be granted time during their normal working hours to attend the following meetings scheduled by management:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline, and
2. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings scheduled in accordance with Article 29, Grievance Procedure. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job

function or involves matters he or she has witnessed and is relevant to the arbitration case.

B. An employee will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during his or her normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered work time. An employee may be authorized by their supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to prepare for and travel to and from an arbitration hearing, and/or union management communication committee meeting.

C. An employee must notify his or her supervisor prior to being released from duty in accordance with this Article to attend a meeting, hearing or mediation session. 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 in order to attend a meeting unless authorized by the agency.

36.7 Workload (Department of Corrections Only)

The Employer may adjust the caseload and/or work assignments of Community Corrections Officers and Community Corrections Specialists, if needed, when assigned offender groups or conducting training.

36.8 Workload

1. If an employee believes his or her workload is not achievable within the work time authorized by the Employer, the employee may seek the

assistance of his or her supervisor. The supervisor is responsible for providing the employee with direction and guidance that may include the setting of priorities, adjustment of work, or other actions that will assist the employee in the accomplishment of his or her work assignments.

2. If the employee still has workload concerns after discussion with his or her supervisor, the employee may raise these concerns to his or her manager. If the workload concerns are similar across the work unit, the union may raise these issues at the appropriate Union-Management Communications Committee under Article 37 of the parties' collective bargaining agreement. If the work unit still has workload concerns across the work unit, the union may raise these issues with the Appointing Authority.

3. This Workload Subsection is not subject to the grievance procedure, however the employee may file a complaint with their appointing authority or designee if the employee's supervisor or manager fails to discuss the employee's workload concerns with the employee.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
9/11/18		9/11/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 37

UNION-MANAGEMENT COMMUNICATION COMMITTEES

(Current Contract Language, plus any TA from the DCYF Supplemental Table)

37.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency level statewide Union-Management Communication Committees will be established to discuss and exchange agency-specific information of a group nature and general interest to both parties.

C. In the Departments of Corrections, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, Veterans Affairs, Employment Security Department, and Parks and Recreation Commission local level Union-Management Communication Committees will be established within each agency, as described in Appendix E, to discuss and exchange information of a group nature and general interest to the parties.

D. The discussion and exchange of information pertaining to a local or sub-agency matter will be addressed to the lowest level committee. In the event there is not a committee below the agency level, such matters will be addressed at the agency level. Ad-hoc committees may be established by mutual agreement at an agency level statewide committee or a local level committee described above, in Subsections 37.1 B and C. Local and sub-agency committees may only be established by mutual agreement at an

agency level statewide committee described in Subsection 37.1 B. Either party may subsequently determine that the local or sub-agency committee should cease to meet.

E. For committees established in accordance with Subsection 37.1 B and C, either team may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at committee meetings and implemented upon mutual agreement. The agency Labor Relations Office, Human Resources Office, Office of Financial Management's Labor Relations Section, the Union's Staff Representative and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

37.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM Labor Relations Office may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every six (6) months, unless agreed otherwise.

B. Agency-wide, Administration/Division Level (Department of Social and Health Services only), Regional and Headquarters Level (Department of Ecology only) and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which will consist of two (2) employee representatives for each administration and an equivalent number of employer representatives. The employee

representatives will be granted reasonable time during their normal working hours, as determined by the Employer, to travel to and from agency-wide communication committee meetings. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise. At the Department of Corrections, committee meetings will be conducted at least six (6) times per year, unless agreed otherwise.

2. Administration/Division level committees within the Department of Social and Health Services will be established within the Children's Administration, Community Services, Child Support, Disability Determination Services, Developmental Disabilities Administration, Behavioral Health Administration, and Rehabilitation Administration and will consist of up to six (6) employer representatives and up to six (6) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

3. Regional and headquarters level committees within the Department of Ecology will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2)

times per year, unless agreed otherwise, except for the Northwest Region who will conduct meetings up to four (4) times per year.

4. Local level committees will consist of up to five (5) employer representatives and up to five (5) employee representatives, except for specific local level committees within the Department of Social and Health Services as outlined in Article 37.2 B5. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

5. In the Department of Social and Health Services, local level committees in the Division of Developmental Disabilities regional offices, Community Services Division, Home and Community Services Division, and Children's Administration will consist of up to ten (10) employer representatives and up to ten (10) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

37.3 Participation and Process

A. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for union management communication committee

meetings. For the Department of Corrections, the parties will exchange the names of their respective team members at least ten (10) days prior to each meeting.

B. Employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the agency for business reasons.

C. All committee meetings will be scheduled on mutually acceptable dates and times.

D. Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of the Agreement, changes to law, legislative updates and/or organizational change.

E. If topics discussed result in follow-up by either party, communication will be provided by the responsible party.

37.4 Scope of Authority

All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The committees' activities and discussions will not be subject to the grievance procedure in Article 29, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
5/23/18		5/23/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 37

UNION-MANAGEMENT COMMUNICATION COMMITTEES

37.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency level statewide Union-Management Communication Committees will be established to discuss and exchange agency-specific information of a group nature and general interest to both parties.

C. In the Departments of Corrections, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, Veterans Affairs, Employment Security Department, and Parks and Recreation Commission local level Union-Management Communication Committees will be established within each agency, as described in Appendix E, to discuss and exchange information of a group nature and general interest to the parties.

D. The discussion and exchange of information pertaining to a local or sub-agency matter will be addressed to the lowest level committee. In the event there is not a committee below the agency level, such matters will be addressed at the agency level. Ad-hoc committees may be established by mutual agreement at an agency level statewide committee or a local level committee described above, in Subsections 37.1 B and C. Local and sub-agency committees may only be established by mutual agreement at an agency level statewide committee described in Subsection 37.1 B. Either

party may subsequently determine that the local or sub-agency committee should cease to meet.

E. For committees established in accordance with Subsection 37.1 B and C, either team may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at committee meetings and implemented upon mutual agreement. The agency Labor Relations Office, Human Resources Office, Office of Financial Management's Labor Relations Section, the Union's Staff Representative and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

37.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM Labor Relations Office may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every six (6) months, unless agreed otherwise.

B. Agency-wide, Administration/Division Level (Department of Social and Health Services and Department of Children, Youth and Families only), Regional and Headquarters Level (Department of Ecology only) and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which will consist of two (2) employee representatives for each administration and an equivalent number of employer representatives. The employee representatives will be granted reasonable time during their normal

working hours, as determined by the Employer, to travel to and from agency-wide communication committee meetings. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise. At the Department of Corrections, committee meetings will be conducted at least six (6) times per year, unless agreed otherwise.

2. Administration/Division level committees within the Department of Social and Health Services will be established within ~~the Children's Administration,~~ Community Services, Child Support, Disability Determination Services, Vocational Rehabilitation, Developmental Disabilities Administration, Behavioral Health Administration, and Rehabilitation Administration and will consist of up to six (6) employer representatives and up to six (6) employee representatives. The Department of Children, Youth and Families will have a division level committee with Operations and Infrastructure. The Operations and Infrastructure division level committee will consist of up to six (6) employer representatives and up to six (6) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise, except for DCYF Operations and Infrastructure division which will conduct meetings up to four (4) times per year, unless agreed to otherwise.

3. Regional and headquarters level committees within the Department of Ecology will consist of up to five (5) employer representatives

and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise, except for the Northwest Region who will conduct meetings up to four (4) times per year.

4. Local level committees will consist of up to five (5) employer representatives and up to five (5) employee representatives, except for specific local level committees within the Department of Social and Health Services as outlined in Article 37.2 B5. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

5. In the Department of Social and Health Services, local level committees in the Division of Developmental Disabilities regional offices, Community Services Division~~,~~ and Home and Community Services Division~~, and Children's Administration~~ will consist of up to ten (10) employer representatives and up to ten (10) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

37.3 Participation and Process

A. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the

meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for union management communication committee meetings. For the Department of Corrections, the parties will exchange the names of their respective team members at least ten (10) days prior to each meeting.

B. Employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the agency for business reasons.

C. All committee meetings will be scheduled on mutually acceptable dates and times.

D. Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of the Agreement, changes to law, legislative updates and/or organizational change.

E. If topics discussed result in follow-up by either party, communication will be provided by the responsible party.

37.4 Scope of Authority

All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not

required, to document mutual understandings. The committees' activities and discussions will not be subject to the grievance procedure in Article 29, Grievance Procedure.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
	6/20/18		6/20/18
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 38

MANDATORY SUBJECTS

38.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject.

A. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;

2. Where the change will occur; and

3. The date the Employer intends to implement the change.

B. Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM State Human Resources Labor Relations Section (LRS) at labor.relations@ofm.wa.gov.

C. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations.

D. 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 Prior to making any change in written agency policy that is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Section 38.1.

38.3 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. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
6/20/18		6/20/2018	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 39
UNION ACTIVITIES

39.1 Staff Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency.

2. The Employer will recognize any staff representative on the list.

3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Access (excluding Department of Corrections – Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center)

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.

2. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.

3. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

C. Access for Department of Corrections – Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center only

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:

   a. The representative notifies local management prior to his or her arrival,

   b. It does not interrupt the normal operations of the office or facility, and

   c. National Crime Information Center (NCIC) checks have been completed and the representative is cleared for access into the office or facility.

2. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

39.2 Union Stewards

A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction for which they are responsible. The Union will maintain the list. A steward may represent any employee who works in the same agency in the same office, facility or geographic jurisdiction as the steward and is in a bargaining unit represented by WFSE. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Union stewards will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by Management within the steward's office, facility or geographic jurisdiction in bargaining units represented by WFSE for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline;

2. Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; and/or

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings held during their work time.

In addition, Union stewards will be provided a reasonable amount of time during their normal working hours, as determined by the Employer, to investigate and process grievances through the agency head level within the steward's office, facility or geographic jurisdiction in bargaining units represented by the WFSE.

C. Union stewards will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered time worked. A steward may be authorized by his or her supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing and/or union management communication committee meeting.

D. In both Subsections 39.2 B and C above, the union steward must obtain prior approval from his or her supervisor to prepare for and/or attend any meeting during his or her work hours. All requests must include the

approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention will be completed prior to attending the meeting. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access. Time spent preparing for and attending meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

E. If the amount of time a union steward spends performing representational activities is unduly affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

39.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

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

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone, or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

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

The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union representatives and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 29, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. 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;
6. Not compromise the security or integrity of state information or software; and
7. Not include general communication and/or solicitation with employees.

The Union and its 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

equipment is the property of the Employer and may be subject to public disclosure.

39.4 Information Requests

A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement.

B. The Employer will acknowledge receipt of the information request and will provide the union with a date by which the information is anticipated to be provided.

C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

39.5 Agency Policies

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

39.6 Bulletin Boards and Newsstands

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 adequate bulletin board space in convenient places. 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 will not be posted in any other location in the

agency. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities.

In the State Operated Living Alternatives (SOLA) program residences within the Department of Social and Health Services, the Employer will make available a three-ring binder that is designated for union materials. Materials in the binder will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union materials may be distributed to the SOLA binders in accordance with Section 39.7 of this Article.

39.7 Distribution of Material

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

A. The employee is off-duty;

B. The distribution does not disrupt the Employer's operation; and

C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be utilized.

D. The employee must notify the Employer in advance of his or her intent to distribute information.

E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

39.8 WFSE Council President and Vice-President

A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of his or her office. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the agency(ies) by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to state service his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the agency(ies). All leave requests will be submitted within the required time limits.

C. Indemnification

The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President or Vice-President, during the period of absence.

D. Return Rights

The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such

reemployment is not in conflict with other articles in this agreement. If the job classification of the position in which the President and/or Vice-President has return rights to has been abolished or revised, a crosswalk to the class series will be used to identify his or her return rights. The employer will assess any training needs, including those requested by the employee, and provide the necessary training for the returning employee. Any layoff as a result of the return will be processed in accordance with Article 34, Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at anytime during the leave. The period of leave will not impact the employee's seniority date.

39.9 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, vacation leave, exchange time, or personal holiday in accordance with Article 10, Holidays, 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.

B. 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.

C. Thirty (30) Minute Paid Union Leave

The parties agree communication, education and direct feedback between bargaining unit members and Union representatives are essential to productive labor relations. Therefore, one meeting up to thirty (30) minutes will be allowed during the term of the Collective Bargaining Agreement as

paid release time during regular working hours and may be in person or by phone. For tracking purposes, this thirty (30) minutes will be considered paid union leave and allowed under the following conditions:

1. Union leave shall not disturb the services of the Employer, clients and its customers and shall be accomplished without causing the Employer to incur additional costs.

2. Union leave will require approval through the bargaining unit member's supervisor, scheduler or manager.

3. Positions requiring relief will be excluded from this subsection unless a Memorandum Of Understanding is agreed upon that identifies a process that allows this union leave without impacting Employer services.

4. If a shop steward and/or another Employer paid staff is the Union representative who meets with bargaining unit members during this union leave, the provisions of Article 39.9 A. will apply.

5. Bargaining unit members will not be required to meet with the Union and will not suffer discrimination or retaliation because of their choice to meet or not meet.

39.10 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) months, provided the employee's time off will not interfere with the operating needs of the agency. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

39.11 Access To New Employees

Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide the Union access to the employee during the employee's regular work hours to present information about the union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. No employee will be required to attend the meetings or presentations given by the Union.

A. Group New Employee Orientation

When an agency provides a new employee orientation in a group setting, the Union will be given an opportunity to have a union steward and/or staff representative speak to the class for no less than thirty (30) minutes to provide information about the Union and the Master Agreement.

B. Other New Employee Orientations

When an agency provides new employee orientation on-line, one-on-one, or does not provide new employee orientation, the Union will be given the opportunity to:

1. Make an appointment with the new employee for no less than thirty (30) minutes; and

2. Have a union steward and/or staff representative speak to the new employee to provide information about the Union and the Master Agreement.

C. New Bargaining Unit Members

The union will be given the opportunity to have a Union representative speak with newly represented employees for no less than thirty (30) minutes to provide information about the union and the Master Agreement

39.12 Demand to Bargain – Release Time and Travel

A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting.

B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.

C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.

D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

39.13 2019 – 2021 Master Agreement Negotiations

A. <u>Release Time</u>

The Employer will approve paid release time in aggregate of two hundred-fifty (250) days for all union bargaining team members for formal negotiations. Upon exhaustion of this bank, the Union may request the parties meet and discuss additional paid release time for Union team members. The Employer will approve miscellaneous paid leave for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. The

Union will reimburse the Employer for the "fully burdened costs" of this miscellaneous paid leave for all team members not on paid release time per this article. The Union will reimburse the agency(ies) by the 20th of each month for the previous month. Per diem and travel expenses will be paid by the WFSE for Union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

1. Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons.

2. No proposals will be placed on the parties' web sites.

3. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place.

4. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		8/30/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**

ARTICLE 40

UNION DUES DEDUCTION AND STATUS REPORTS

40.1 Notification to Employees

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

40.2 Deduction Authorization

The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card. The Employer will honor the terms and conditions of each employee's signed membership card.

40.3 Union Dues

A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues, the Union will provide the Office of Financial Management/State Human Resources,

Labor Relations Section the percentage and maximum dues to be deducted from the employee's salary.

40.4 Voluntary Deductions

A. PEOPLE

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

   a. Employee name;
   b. Personnel number;
   c. Amount deducted; and
   d. Deduction code.

2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under RCW 41.04.230.

B. Public Safety Protection Program (PSPP)

The Employer agrees to deduct from the wages of any employee who is a member of the Union deductions for the WFSE/AFSCME PSPP. Written authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary Payroll Deduction Authorization form. Deductions will include a one-time initial deduction amount and ongoing monthly deduction amount. Authorizations may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

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

C. Trustmark Universal Life Insurance with Long Term Care

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

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

40.5 Status Reports

A. No later than the tenth (10th) and twenty-fifth (25th) ~~twelfth (12th)~~ of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel area code and title
5. Organization unit code, abbreviation and title
6. Work county code and title
7. Work location street (if available)

8. Work location city (if available)
9. Work phone number
10. Work e-mail address (if available)
11. Employee group
~~11~~12. Job class code and title
~~12~~13. Appointment date
~~13~~14. Bargaining unit code and title
~~14~~15. Position number
~~15~~16. Pay scale group
~~16~~17. Pay scale level
~~17~~18. Employment percent
~~18~~19. Seniority date
~~19~~20. Separation date
~~20~~21. Special pay code
~~21~~22. Total salary from which union dues is calculated
~~22~~23. Deduction wage type
~~23~~24. Deduction amount
~~24~~25. Overtime eligibility designation
~~25~~26. Retirement benefit plan
27. Action reason title and effective date (including entering or leaving the bargaining unit and starting or stopping dues)

~~B. No later than the twelfth (12th) of each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees who enter or leave the bargaining unit or who stop or start deductions:~~

~~1. Personnel number~~
~~2. Employee name~~
~~3. Mailing address~~
~~4. Personnel area code and title~~

~~5. Organization unit code, abbreviation and title~~

~~6. Work county code and title~~

~~7. Work location street (if available)~~

~~8. Work location city (if available)~~

~~9. Work phone number~~

~~10. Employee group~~

~~11. Job class code and title~~

~~12. Appointment date~~

~~13. Bargaining unit code and title~~

~~14. Position number~~

~~15. Pay scale group~~

~~16. Pay scale level~~

~~17. Employment percent~~

~~18. Seniority date~~

~~19. Separation date~~

~~20. Special pay code~~

~~21. Total salary from which union dues is calculated~~

~~22. Action reason title and effective date~~

~~C.~~B. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

~~D.~~C. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

40.6 Revocation

An employee may revoke his or her authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms

of the employee's signed membership card regarding dues deduction revocation have been met.

40.7 Indemnification

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

TENTATIVE AGREEMENT REACHED

For the Union:		**For the Employer:**	
8/30/18		8/30/18	
AMY SPIEGEL	**DATE**	**JOHN VENCILL**	**DATE**