

1 description of the current job duties, the supervisor will note that on the
2 form.

3 B. The supervisor will then send the completed form to the local Human
4 Resources Office. The Human Resources Office will review the completed
5 form and make a decision regarding appropriate classification. The Human
6 Resources Office will respond to the employee and/or the employee's
7 immediate supervisor in writing within sixty (60) calendar days of receipt
8 of the properly completed form. If an allocation determination is not made
9 within the sixty (60) calendar days the employee will be provided with a
10 status report. Upon request, the Human Resources Office will explain the
11 decision to the employee.

12 C. In the event the employee disagrees with the reallocation decision of the
13 agency, he or she may appeal the agency's decision to the OFM/State
14 Human Resources within thirty (30) calendar days of being provided the
15 results of a position review or the notice of reallocation. The OFM/State
16 Human Resources will then make a written determination that will be
17 provided to the employee.

18 D. The Employer or employee may appeal the determination of the OFM/State
19 Human Resources to the Washington Personnel Resources Board within
20 thirty (30) calendar days of being provided the written decision of the
21 OFM/State Human Resources. The Board will render a decision, which will
22 be final and binding.

23 E. The effective date of a reallocation resulting from an employee request for
24 a position review is the date the request was filed with the local Human
25 Resources Office.

26 F. Decisions regarding appropriate classification will be reviewed in
27 accordance with this Section and will not be subject to the grievance
28 procedure specified in Article 29, Grievance Procedure

1 **41.4 Effect of Reallocation**

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

3 1. If the employee has performed the higher-level duties for at least six
4 (6) months and has the skills and abilities required of the position,
5 the employee will remain in the position and retain his or her
6 existing appointment status.

7 2. If the reallocation is the result of a change in the duties of the
8 position and the employee has not performed the higher-level duties
9 for at least six (6) months, the Employer must give the employee the
10 opportunity to compete for the position if he or she possesses the
11 required skills and abilities. The Employer may choose to promote
12 the employee without competition as long as the employee
13 possesses the required skills and abilities. If the employee is not
14 selected for the position, or does not have the required skills and
15 abilities, the layoff procedure specified in Article 34, Layoff and
16 Recall, will apply. If the employee is appointed to the position, he
17 or she must serve a trial service period.

18 B. Reallocation to a Class with an Equal Salary Range Maximum

19 1. If the employee has the skills and abilities required of the position,
20 the employee will remain in the position and retain his or her
21 existing appointment status.

22 2. If the employee does not have the skills and abilities required of the
23 position, the layoff procedure specified in Article 34, Layoff and
24 Recall, will apply.

25 C. Reallocation to a Class with a Lower Salary Range Maximum

26 1. If the employee has the skills and abilities required of the position
27 and chooses to remain in the reallocated position, the employee will
28 retain his or her existing appointment status and has the right to be
29 placed on the agency's internal layoff list for the classification the

1 employee held permanent status in prior to the reallocation and in
2 the General Government Transition Pool Program.

3 2. If the employee chooses to vacate the position or does not have the
4 skills and abilities required of the position, the layoff procedure
5 specified in Article 34, Layoff and Recall, will apply.

6 **41.5 Salary Impact of Reallocation**

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

9 A. Reallocation to a Class With a Higher Salary Range Maximum
10 Upon appointment to the higher class, the employee's base salary will be
11 increased to a step of the range for the new class that is nearest to five
12 percent (5%) higher than the amount of the pre-promotional step. At the
13 time of the reallocation, the agency head or designee may authorize an
14 increase of the base salary up to a total of ten percent (10%). The base salary
15 will not exceed the top of the range.

16 B. Reallocation to a Class With an Equal Salary Range Maximum
17 The employee retains his or her previous base salary.

18 C. Reallocation to a Class With a Lower Salary Range Maximum
19 The employee will be paid an amount equal to his or her current salary,
20 provided it is within the salary range of the new position. In those cases
21 where the employee's current salary exceeds the maximum amount of the
22 salary range for the new position, the employee will continue to be
23 compensated at the salary he or she was receiving prior to the reallocation
24 downward, until such time as the employee vacates the position or his or
25 her salary falls within the new salary range.


26 **41.6** The Employer will notify the Union when a position is being reallocated to a job
27 classification that is excluded from a bargaining unit covered by this agreement.

28 **TENTATIVE AGREEMENT REACHED**

29 **For the Union:**

For the Employer:

30
31 
32 AMY SPIEGEL 5/23/18
DATE


JOHN VENCILL 5/23/18
DATE

1 ~~In addition to~~After D.B. above, effective July 1, 201~~9~~7, salary ranges
2 ~~eighteen (18)~~twenty seven (27) through twenty-~~ninesix (2926)~~
3 General Service Salary Schedule will be eliminated and step A of salary
4 range ~~30 27~~ will be increased to ~~twelve~~fourteen dollars (\$~~12~~ 14.00) per
5 hour. Employees at salary ranges ~~29 27~~ and below will be assigned to a
6 step in the new range ~~30 27~~ that is nearest to their new salary as of July 1,
7 201~~9~~7 as shown in Appendix I.

8 F.G. Compression and Inversion Adjustments for ~~Twelve~~ Fourteen Dollars an
9 Hour Minimum Wage

10 ~~In addition to~~After D.B. above, effective July 1, 201~~9~~7, impacted job
11 classifications will be increased to a higher salary range due to compression
12 or inversion. Appendix J identifies the impacted job classifications and the
13 salary range for which they will be assigned. Employees will be assigned to
14 a step in their new range that is nearest to their new salary as of July 1,
15 201~~9~~7.

16 G.H. Minimum Wages Determined by Local Ordinances

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

27 I. Employees who are paid above the maximum for their range on the effective
28 date of the increases described in Subsections ~~B, C, D, and E,~~ and F above

1 will not receive the specified increase to their current pay unless the new
2 range encompasses their current rate of pay.

3 H.J. Longevity Increase

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

6 H.K. All employees earning a salary that is less than or equal to the state
7 minimum wage will have their salaries adjusted each January in accordance
8 with the state minimum wage act.

9 **42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or**
10 **Inversion – Inequities**

11 ~~A. — Effective July 1, 2017, a new “GS1” Salary Schedule will be established.~~

12 ~~B.A.~~ Effective July 1, 201~~9~~⁷, each classification represented by the Union and
13 listed in Appendix Q will continue to be assigned to the same salary range
14 of the ~~new~~ “GS1” Salary Schedule ~~that~~ it was assigned on ~~the General~~
15 ~~Service Salary Schedule~~ June 30, 201~~9~~⁷.

16 ~~B.~~ Effective July 1, 201~~9~~⁷, each employee will continue to be assigned to the
17 same range and step of the ~~new~~ “GS1” Salary Schedule they were assigned
18 on June 30, 201~~9~~⁷, ~~as shown in Appendix K.~~

19 ~~C.~~ Effective July 1, 2019, Appendix T identifies classification specific salary
20 adjustments and the salary range the classification is assigned.

21 ~~C.D.~~ Effective July 1, 201~~9~~⁷, all ranges and steps of the “GS1” Salary Schedule
22 will be increased by three percent (3.0%), as shown in Appendix K. This
23 salary increase is based on the “GS1” Salary Schedule in effect on June 30,
24 2019. ~~each classification will be assigned to a higher salary range of the~~
25 ~~“GS1” Range Salary Schedule — Effective July 1, 2017 through June 30,~~
26 ~~2019 due to documented recruitment and retention difficulties, compression~~

1 ~~or inversion or inequities. Appendix T identifies the impacted job~~
2 ~~classifications and the salary range for which it is assigned.~~

3 E. Effective July 1, 2020, all ranges and steps of the “GS1” Salary Schedule
4 will be increased by three percent (3.0%), as shown in Appendix X. This
5 salary increase is based on the “GS1” Salary Schedule in effect on June 30,
6 2020.

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

11 EG. Longevity Increase

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

14 **42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or**
15 **Inversion -- Inequities**

16 A. ~~Effective July 1, 2017, each classification represented by the Union will be~~
17 ~~assigned to a higher salary range of the “N1” Range Salary Schedule—~~
18 ~~Effective July 1, 2017 through June 30, 2019”, due to documented~~
19 ~~recruitment and retention difficulties, compression or inversion or~~
20 ~~inequities. Effective July 1, 20172019, each classification represented by~~
21 ~~the Union employee will continue to be assigned to the same step of the~~
22 ~~“N1” Range Salary Schedule that he or she was they were assigned on June~~
23 ~~30, 20172019”, as shown in Appendix L.~~

24 B. Effective July 1, 2019, each employee will continue to be assigned to the
25 same range and step of the “N1” salary schedule they were assigned on June
26 30, 2019. Appendix T identifies the impacted job classifications and the
27 salary range for which it is assigned.

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

3 B. Effective July 1, 2019, all ranges and steps of the “N1” Salary Schedule will
4 be increased by three percent (3.0%), as shown in Appendix X. This salary
5 increase is based on the “N1” Salary Schedule in effect on June 30, 2019.

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

10 B.D. Employees who are paid above the maximum for their range on the effective
11 date of the increases described in Subsection A,B and C above, will not
12 receive the specified increase to their current pay unless the new range
13 encompasses their current rate of pay.

14 C.E. Step U
15 Step U will be designated as twenty-six (26) years of experience and
16 employees will advance to step U in accordance with Section 42.8, Periodic
17 Increases.

18 **42.4 “CC” Pay Range Assignments**

19 A. Effective July 1, 20172019, each classification represented by the Union
20 and listed in Appendix Q will continue to be assigned to the same salary
21 range of the “CC” Range Salary Schedule—~~Effective July 1, 2016 through~~
22 ~~June 30, 2017 that~~ it was assigned on June 30, 20172019.

23 B. Effective July 1, 20172019, each employee will continue to be assigned to
24 the same range and step of the “CC” Range Salary Schedule that he or she
25 was assigned on June 30, 20172019.

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

3 B. Effective July 1, ~~2017~~2019, all salary ranges and steps of the new “CC”
4 Range Salary Schedule will be increased by ~~two~~-three percent (~~2~~3.0%), as
5 shown in Appendix M. This salary increase is based on the “CC” Range
6 Salary Schedule in effect on June 30, ~~2017~~2019.

7 C. Effective July 1, ~~2018~~2020, all salary ranges and steps of the “CC” Salary
8 Schedule will be increased by ~~two~~-three (~~2~~3.0%), as shown in Appendix N.
9 This salary increase is based on the “CC” Salary Schedule in effect on June
10 30, ~~2018~~2020.

11 ~~D. Effective January 1, 2019, all salary ranges and steps of the CC Salary~~
12 ~~Schedule will be increased by two (2.0%), as shown in Appendix O. This~~
13 ~~salary increase is based on the “CC” Salary Schedule in effect on December~~
14 ~~31, 2018.~~

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

19 F Longevity Increase

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

22 **42.5 “IT” Professional Structure Pay Range Assignments**

23 A. Effective July 1, 2019, a new “IT” Salary Schedule will be established.

24 B. Effective July 1, 2019, Appendix U identifies the salary range and
25 classification assignment.

1 C. Effective July 1, 2019, all salary ranges and steps of the “IT” Range Salary
2 Schedule will be increased by three percent (3.0%), as shown in Appendix
3 X.

4 D. Effective July 1, 2020, all salary ranges and steps of the “IT” Range Salary
5 Schedule will be increased by three (3.0%), as shown in Appendix Y. This
6 salary increase is based on the “IT” Salary Schedule in effect on June 30,
7 2020.

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

12 **42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties**
13 **and Responsibilities – Inequities**

14 Effective July 1, ~~2017-2019, and July 1, 2018,~~ targeted job classifications will be
15 assigned to a higher salary range due to documented recruitment or retention
16 difficulties, compression or inversion, higher level duties and responsibilities or
17 inequities. Appendix T identifies the impacted job classifications, the effective
18 dates and the salary range for which they will be assigned.

19 **42.76 Pay for Performing the Duties of a Higher Classification**

20 A. Employees who are temporarily assigned the full scope of duties and
21 responsibilities for more than thirty (30) calendar days to a higher-level
22 classification whose range is less than six (6) ranges higher than the range
23 of the former class will be notified in writing and will be advanced to a step
24 of the range for the new class that is nearest to five percent (5%) higher than
25 the amount of the pre-promotional step. The increase will become effective
26 on the first day the employee was performing the higher- level duties.

1 B. Employees who are temporarily assigned the full scope of duties and
2 responsibilities for more than thirty (30) calendar days to a higher-level
3 classification whose range is six (6) or more ranges higher than the range of
4 the former class will be notified in writing and will be advanced to a step of
5 the range for the new class that is nearest to ten percent (10%) higher than
6 the amount of the pre-promotional step. The increase will become effective
7 on the first day the employee was performing the higher- level duties.

8 C. In an emergent situation in the absence of an Attendant Counselor 2 or
9 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
10 of a shift charge, he or she will be compensated as an Attendant Counselor
11 2 relief shift charge for that shift.

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

17 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the
18 Psychiatric Security Attendant (PSA) rate of pay when working in a PSA
19 post, unless it was the result of a shift exchange in accordance with Article
20 6.17. Employees compensated in accordance with this section will be paid
21 at the same step in the PSA salary range that they are currently assigned to
22 in the MHT salary range.

23
24 F. Department of Transportation – Maintenance Bargaining Unit – Winter
25 Shift Upgrades

26 The Employer will calculate all previous non-permanent appointment time
27 to adjust the salary step, to include a two (2) step increase for every
28 accumulated twelve (12) months, until they reach the top of the pay range.

1 During the temporary upgrade the PID increases may be temporarily
2 deferred until the employee returns to his or her permanent position.

3 **42.87 Establishing Salaries for New Employees and New Classifications**

4 The Employer will assign newly hired employees to the appropriate range and step
5 of the appropriate State Salary Schedules as described in [Sections 42.1, 42.2 42.3](#)
6 [and 42.4](#), above.

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

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

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

18 **42.98 Periodic Increases**

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

21 A. Employees will receive a two (2) step increase to base salary annually, on
22 their periodic increment date, until they reach the top step of the pay range.

23 B. Employees who are hired at the minimum step of their pay range will
24 receive a two (2) step increase to base salary following completion of six
25 (6) months of continuous service and the date they receive that increase will

1 be the employee's periodic increment date. Thereafter, employees will
2 receive a two (2) step increase annually, on their periodic increment date,
3 until they reach the top of the pay range.

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

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

13 E. Employees who are appointed to another position with a different salary
14 range maximum will retain their periodic increment date and will receive
15 step increases in accordance with Subsections 42.8 A through C.

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

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

20 The Employer will calculate all previous non-permanent appointment time
21 to adjust the salary step, to include a two (2) step increase for every
22 accumulated twelve (12) months, until they reach the top of the pay range.
23 During the temporary upgrade the PID increases may be temporarily
24 deferred until the employee returns to his or her permanent position.

25 **42.109 Salary Assignment Upon Promotion**

26 A. Employees promoted to a position in a class whose range is less than six (6)
27 ranges higher than the range of the former class will be advanced to a step

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

5 B. Employees promoted to a position in a class whose range is six (6) or more
6 ranges higher than the range of the former class will be advanced to a step
7 of the range for the new class that is nearest to ten percent (10%) higher
8 than the amount of the pre-promotional step. The Appointing Authority may
9 approve an increase beyond this minimum requirement, not to exceed the
10 maximum of the salary range.

11 C. Geographic Adjustments

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

17 D. Promotions for Registered Nurses or Physicians Assistants

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

21 2. An employee who is promoted into or between classes which have
22 pay range "N" will advance to the step in the new range, as shown
23 in the "N1" Range Salary Schedule, as described in Section 42.3,
24 which represents the greater of (a), (b) or (c) below.

25 a. Placement on the step which coincides with the employee's
26 total length of experience as a registered nurse (RN),
27 physicians assistant, certified (PA-C) and/or licensed

1 practical nurse (LPN). Experience will be credited as
2 follows:

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

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

9 Or

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

16 Or

17 c. The Appointing Authority will advance an employee who is
18 promoted under any one or more of the following conditions
19 to the step of the range for the new class that is nearest to a
20 minimum of ten percent (10%) higher than the amount of the
21 pre-promotional step. The Appointing Authority may
22 authorize more than a ten percent (10%) increase, but the
23 amount must be on a step within the salary range for the
24 class:

- i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class;
- ii. When the employee is promoted over an intervening class in the same class series;
- iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion; or
- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

14 **42.1110 Salary Adjustments**

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

18 **42.1211 Demotion**

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

23 **42.1312 Transfer**

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

1 salary exceeds the new range, the employee's base salary will be set to the new
2 range maximum.

3 **42.1413 Reassignment**

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

8 **42.1514 Reversion**

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

14 **42.1615 Elevation**

15 Elevation is defined as restoring an employee to the higher classification, with
16 permanent status, which was held prior to being granted a demotion or to a class
17 that is between the current class and the class from which the employee was
18 demoted. Upon elevation, an employee's salary will be determined in the same
19 manner that is provided for promotion in [Section 42.9](#).

20 **42.1716 Part-Time Employment**

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

24 **42.1817 Callback**

25 A. Work Preceding or Following a Scheduled Work Shift

1 Overtime-eligible employees will be notified prior to their scheduled
2 quitting time either to return to work after departing the worksite or to
3 change the starting time of their next scheduled work shift.

4 1. Lack of notice for such work will be considered callback and will
5 result in a penalty of three (3) hours of pay at the basic salary in
6 addition to all other compensation due. This penalty will apply to
7 each call.

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

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

13 B. Work on Scheduled Days Off or Holidays

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

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

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

1 These provisions will apply to employees on paid leave status.

2 C. When an overtime-eligible employee volunteers to work on a scheduled day
3 off, the employee is not entitled to callback under 42.17 B.

4 D. An employee who is receiving standby pay is not entitled to callback pay if
5 required to return to work after departing the worksite or is directed to report
6 to duty prior to the starting time of his or her next scheduled work shift.

7 E. Emergency Schedule Changes – Departments of Agriculture and
8 Transportation

9 If the Employer makes an emergency schedule change as defined in
10 Article 6, Hours of Work, the affected employee will receive a penalty
11 payment of three (3) hours pay at the basic salary, per occurrence, in
12 addition to all other compensation due.

13 **42.1918 Shift Premium**

14 A. For purposes of this Section, the following definitions apply:

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

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

19 B. A basic shift premium of ~~sixty-five cents (\$0.65)~~ one dollar (\$1.00) per hour
20 will be paid to full-time employees under the following circumstances:

21 ~~who are regularly scheduled day shift employees whose regular or temporary~~
22 ~~scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m.~~
23 ~~where no overtime, schedule change pay, or callback compensation is~~
24 ~~received. Shift premium is paid only for those hours actually worked after~~
25 ~~6:00 p.m. and before 6:00 a.m.~~

1 ~~C.~~ ~~A basic shift premium of one dollar (\$1.00) per hour will be paid to full~~
2 ~~time employees under the following circumstances:~~

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

5 2. ~~A~~ Regularly scheduled day shift employees are entitled to shift
6 premium when the employee's regular or temporary scheduled work
7 includes hours after 6:00 pm and before 6:00 am. who is temporarily
8 assigned a full evening or night shift where no overtime, schedule
9 change pay, or callback compensation is received. who is
10 temporarily assigned a full evening or night shift where no overtime,
11 schedule change pay, or callback compensation is received. Shift
12 premium for day shift employees is paid only for ~~all evening or night~~
13 shift hours worked after 6:00 pm and before 6:00 am.~~in this~~
14 ~~circumstance.~~

15 3. Employees regularly scheduled to work at least one (1), but not all,
16 evening and/or night shifts are entitled to shift premium for those
17 shifts. Additionally, these employees are entitled to shift premium
18 for all hours adjoining that evening or night shift which are worked.

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

21 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.,
22 ~~as defined above in Subsection 42.18 B.~~

23 2. For assigned full evening or night shifts, as defined above in
24 Subsection 42.19 B.1.~~18 C.~~

25 ~~E.D.~~ In cases where shift premium hours are regularly scheduled over a year,
26 agencies may pay shift premium at a monthly rate that is equal for all

1 months of the year. Monthly rates will be calculated by dividing twelve (12)
2 into the amount of shift premium an employee would earn in a year if the
3 hourly rules in Subsection 42.18 C were applied.

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

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

11 **42.2019 Shift Premium for Registered Nurses and Related Classes**

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

16 **42.21 King County Premium Pay**

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

21 **42.2220 Supplemental Shift Premium for Nurses**

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

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

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

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

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

7 ~~42.2321~~ **Split Shift**

8 When an employee's assigned work shift is split with a minimum of four (4)
9 intervening hours not worked, the employee, except for registered nurses and
10 related classes, will receive the shift premium rate designated in Subsection 42.18
11 B for all hours worked. Registered nurses and related classes will receive the
12 premium rate set forth in [Section 42.19](#) for all hours worked. The provisions of
13 Subsections 42.18 D, E and F will apply to employees working split shifts.

14 ~~42.2422~~ **Standby**

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

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

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

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

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

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

8 E. Overtime-exempt employees will be compensated twenty-five dollars
9 (\$25.00) for each day or portion thereof spent in standby status. A day is
10 defined as a twenty-four (24) hour period beginning on the first hour an
11 employee is assigned standby status.

12 F. Employees dispatched to emergency fire duty as defined by
13 [RCW 38.52.010](#) are not eligible for standby pay.

14 G. This Section will be administered in accordance with the Fair Labor
15 Standards Act (FLSA).

16 **42.2523 Relocation Compensation**

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

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

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

24 B. If the employee receiving the relocation payment terminates or causes
25 termination of his or her employment with the state within one (1) year of

1 the date of employment, the state will be entitled to reimbursement for the
2 moving costs which have been paid and may withhold such sum as
3 necessary from any amounts due the employee. Termination as a result of
4 layoff or disability separation will not require the employee to repay the
5 relocation compensation.

6 **42.2624 Labor & Industries Risk Class 7200/7201**

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

10 **42.27 Salary Overpayment Recovery**

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

- 14 1. The amount of the overpayment,
- 15 2. The basis for the claim, and
- 16 3. The rights of the employee under the terms of this Agreement.

17 B. Method of Payback

18 1. The employee must choose one of the following options for paying
19 back the overpayment:

- 20 a. Voluntary wage deduction
- 21 b. Cash
- 22 c. Check

23 2. The employee will have the option to repay the overpayment over a
24 period of time equal to the number of pay periods during which the
25 overpayment was made, unless a longer period is agreed to by the
26 employee and the agency. The payroll deduction to repay the
27 overpayment shall not exceed five percent (5%) of the employee's

1 disposable earnings in a pay period. However, the agency and
2 employee can agree to an amount that is more than the five
3 percent (5%).

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

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

12 C. Appeal Rights

13 Any dispute concerning the occurrence or amount of the overpayment will
14 be resolved through the grievance procedure in [Article 29](#), Grievance
15 Procedure, of this Agreement.

16 **42.2825** **Assignment Pay/Special Pay Provisions**

17 A. Assignment Pay

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

25 B. Special Pay Ranges

26 Special pay ranges are used to equal or approximate prevailing rate practices
27 found in private industry or other governmental units. An affected class is

1 identified by a letter designation following the basic salary range number or
2 by a letter designation preceding a number. In the latter case, a special salary
3 schedule will be used for such classes.

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

6 **42.2926 Dependent Care Salary Reduction Plan**

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

11 **42.3027 Pre-tax Health Care Premiums**

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

15 **42.3128 Medical/Dental Expense Account**

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

21 **42.3229 Voluntary Separation Incentives – Voluntary Retirement Incentives**

22 Agencies will have the discretion to participate in a Voluntary Separation Incentive
23 Program or a Voluntary Retirement Incentive Program, if such program is provided
24 for in the 20197 – 20219 operating budget. Such participation must be in
25 accordance with the program guidelines. Program incentives or offering of such
26 incentives are not subject to the grievance procedure in [Article 29](#), Grievance
27 Procedure.

1 **42.3330** **Special Commitment Center (DSHS)**

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

6 **42.34** **Fire Duty Compensation – Department of Social and Health Services (DSHS)**

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

13 A. During the extended duty assignment, all time will be paid as work time,
14 except that the Employer may deduct up to eight (8) hours of non-work time
15 each day for sleep, plus up to three (3) hours for meals, provided that:

- 16 1. The employee has no responsibility during time deducted for meal
17 periods.
- 18 2. The time deducted for sleep includes a period of five (5) continuous
19 hours which are not interrupted by a call to work.

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

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

1 D. If an employee is directed to perform duties which extend beyond his or her
2 assigned work hours, as determined in Subsection 42.29 C above, he or she
3 will be compensated at the overtime rate. If an employee is directed to return
4 to duty without having had five (5) continuous hours off duty, the employee
5 will be compensated at the overtime rate for all off-duty hours, in addition
6 to the number of hours worked, until he or she is relieved from duty for five
7 (5) consecutive hours. If an employee is directed to return to work after
8 being off duty for five (5) consecutive hours but prior to his or her assigned
9 shift, he or she will be compensated at the overtime rate for actual hours
10 worked during the off-duty hours.

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

12 F. Employees whose regular work schedule entitles them to shift premium will
13 be paid shift premium while on extended duty assignment.

14 ~~42.3531~~ **Fire Duty Compensation – Department of Natural Resources (DNR)**

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

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

- 21 1. Employees will be paid at a one and one half (1 ½) times the sum
22 of their regular hourly rate (plus two dollars [\$2.00] if applicable per
23 Subsection 2 below) for those hours worked in excess of forty (40)
24 hours in a workweek.
- 25 2. Two dollars (\$2.00) * is added to an employee's regular rate in lieu
26 of any other forms of additional compensation including, but not
27 limited to, callback, standby, stand down, shift differential, split

1 shift differential, assignment pay, schedule change, and pay for rest
2 periods of less than five (5) hours. The provisions of this section do
3 not apply to the DNR Fire Training Academy.

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

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

10 B. Compensation When Deployed to a Closed Satellite Camp:

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

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

25 C. "Wild Fire Suppression and Other Emergency Duties," Appendix R,
26 provides direction on the non-compensation elements of fire duty.

1 **42.3632** **Spill Response Team – Department of Ecology**

2 A. In addition to the compensation described in [Article 7](#), Overtime, employees
3 on spill response duty will be compensated as follows:

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

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

10 B. Employees responding to a spill will be paid at a rate of one and one-half
11 (1-1/2) times the employee's hourly salary (including the assignment pay)
12 for time worked outside their normal work hours. "Responding to a spill"
13 includes receiving phone calls and any required follow-up activities, field
14 response, and any other activities as identified in the Spill Response
15 Operations Manual.

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

24 **42.3733** **Emergency/Disaster Operations Compensation**

25 All employees, except those performing duties as outlined in [Sections 42.30, 42.31,](#)
26 [and 42.32](#) above, performing emergency/disaster duties when working full-time

1 under a Level 2 or higher activation level designated by the State Emergency
2 Operation Center will be compensated as follows:

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


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

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

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

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22 **TENTATIVE AGREEMENT REACHED**

23 **For the Union:**

24 
25 _____
26 **AMY SPIEGEL** **DATE** 9/11/18

For the Employer:



JOHN VENCILL **DATE** 9/11/18

1 **ARTICLE 44**

2 **TOBACCO FREE WORKPLACE**

3 **44.1 Applicability**

4 This applies only to those employees who work at the Town Center campus located
5 in Tumwater, ~~and~~ the Department of Health's Public Health Laboratory located in
6 Shoreline and The Department of Veteran Affairs home in Walla Walla.

7 **44.2** The Employer may enforce a tobacco free working environment, which includes
8 no use of tobacco or smoking in state vehicles and on agency premises (including
9 parking lots and facilities), where employees are assigned to conduct official state
10 business.

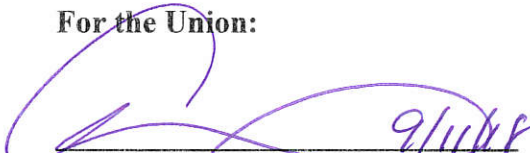
11 **44.3** The Employer will have the right to confine employee tobacco use and smoking to
12 specifically designated areas, or make entire campuses tobacco free. Prior to taking
13 such an approach, the Employer will provide ninety (90) days notice to affected
14 employees. The Employer will help identify smoking and tobacco cessation
15 resources for employees who request help to stop smoking or using tobacco
16 products

17 **44.3** For locations that are not tobacco free, and in accordance with Article 38, the
18 Employer may provide notice of their intent to change employee tobacco use to
19 specifically designated areas.

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24 **TENTATIVE AGREEMENT REACHED**

25 **For the Union:**

25 **For the Employer:**

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AMY SPIEGEL DATE

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JOHN VENCILL DATE

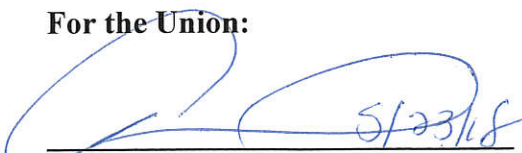
1 **45.4** In the event of conditions beyond the control of the Employer such as emergencies
2 or mandated conditions requiring immediate implementation, the Employer will
3 notify the Union in writing as soon as practicable.

4 **45.5 Shared Services**


5 The Union and the Employer acknowledge that there may be instances where the
6 Employer might be able to expand operations and/or provide services to other state
7 agencies. It is further acknowledged that such expansion may have a beneficial
8 financial impact to the Employer and may mitigate the impacts of budgetary
9 constraints. The Employer will consider proposals submitted to them from the
10 Union.

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TENTATIVE AGREEMENT REACHED

For the Union:


AMY SPIEGEL **DATE** 5/23/18

For the Employer:


JOHN VENCILL **DATE** 5/23/18

1 **ARTICLE 46**

2 **PRESUMPTION OF RESIGNATION**

3 (Current Contract Language)

4
5 **46.1 Unauthorized Absence**

6 When an employee has been absent without authorized leave and has failed to
7 contact the Employer for a period of three (3) consecutive days, the employee is
8 presumed to have resigned from his or her position. The Employer will make
9 reasonable attempts to contact the employee to determine the cause of the absence.

10 **46.2 Notice of Separation**

11 When an employee is presumed to have resigned from his or her position, the
12 Employer will separate the employee by sending a separation notice to the
13 employee by certified mail to the last known address of the employee.

14 **46.3 Petition for Reinstatement**

15 An employee who has received a separation notice may petition the Employer in
16 writing to consider reinstatement. The employee must provide proof that the
17 absence was involuntary or unavoidable. The petition must be received by the
18 Employer or postmarked within seven (7) calendar days after the separation notice
19 was deposited in the United States mail. The Employer must respond in writing to
20 an employee's petition for reinstatement within seven (7) calendar days of receipt
21 of the employee's petition.

22 **46.4 Grievability**

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

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27 **TENTATIVE AGREEMENT REACHED**

28 **For the Union:**

28 **For the Employer:**

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31 AMY SPIEGEL

5/23/18
DATE

JOHN VENCILL

5/23/18
DATE

1 **ARTICLE 47**

2 **WORKPLACE BEHAVIOR**

3 **47.1** The Employer and the Union agree that all employees should work in an
4 environment that fosters mutual respect and professionalism. The parties agree that
5 inappropriate behavior in the workplace does not further an agency's business
6 needs, employee well-being or productivity. All employees are responsible for
7 contributing to such an environment and are expected to treat others with courtesy
8 and respect.

9
10 **47.2** Inappropriate workplace behavior by employees, supervisors and/or managers will
11 not be tolerated. If an employee believes he or she has been subjected to
12 inappropriate behavior the employee, and/or the employee's union representative,
13 is encouraged to report this behavior to the employee's supervisor or the Human
14 Resources Office and/or file a grievance in accordance with [Article 29](#), Grievance
15 Procedure. Employees and/or union representatives should identify complaints as
16 inappropriate workplace behavior.

17
18 **47.3** The Employer will look into the complaint and/or grievance and take appropriate
19 action as necessary. If a complaint was filed, the employee and/or the union
20 representative will be notified at the conclusion.

21
22 **47.4** The Employer and the Union shall jointly ~~develop~~ make available training on this
23 Article in electronic or in-person format. The training will be provided to union
24 representatives (UMCC committee members, shop stewards, paid Union staff,
25 Union officers), supervisors, managers and Human Resource Office staff.

26
27 **47.5** Grievances related to this article may be processed through Step 4 of the grievance
28 procedure outlined in Article 29.~~the agency director or secretary level only and are~~
29 ~~not subject to a pre-arbitration review meeting, mediation or arbitration, however,~~

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~~the parties may utilize alternative resolution methods in accordance with Article 29.2 P as the last step of the grievance process.~~

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL 8/30/18
DATE



JOHN VENCILL 8/30/18
DATE

1 **ARTICLE 48**

2 **CHILDCARE CENTER – LAKELAND VILLAGE**

3 (Current Contract Language)

4
5 The Employer will provide the current space for the existing nonprofit childcare center on
6 the grounds of Lakeland Village. The Employer may relocate or cancel the program with
7 thirty (30) calendar days' notice.
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25 **TENTATIVE AGREEMENT REACHED**

26 **For the Union:**

26 **For the Employer:**

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28  5/23/18
29 AMY SPIEGEL DATE

28  5/23/18
29 JOHN VENCILL DATE

1 **ARTICLE 49**

2 **STRIKES AND LOCKOUTS**

3 (Current Contract Language)


4
5 Nothing in this Agreement permits or grants to any employee the right to strike or refuse
6 to perform his or her official duties.
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25 **TENTATIVE AGREEMENT REACHED**

26 **For the Union:**

26 **For the Employer:**

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29 AMY SPIEGEL 5/23/18
DATE DATE

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28 
29 JOHN VENCILL 5/23/18
DATE DATE

ARTICLE 51

SAVINGS CLAUSE

(Current Contract Language)

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL 5/23/18
DATE



JOHN VENCILL 5/23/18
DATE

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1 **ARTICLE 52**

2 **DISTRIBUTION OF AGREEMENT**

3 **52.1** The Employer will post the Agreement on the Office of Financial Management's
4 (OFM's) internet by the effective date of the Agreement or sixty (60) days after
5 legislative approval, whichever is later. Each agency will post the Agreement
6 electronically on the agency's intranet after it is posted by OFM. The Employer
7 will provide all employees with a link to the Agreement. All employees will be
8 authorized access to the Agreement link. Each employee may print and staple or
9 clip one (1) copy of the Agreement from the link on work time on state-purchased
10 paper and state-owned equipment.

11 **52.2 ~~All Employees (excluding Department of Ecology Employees) Distribution of~~**
12 **Printed Agreements for 24/7 Operations**


13 The Employer and the Union will share the cost of printing this Agreement,
14 including Braille and large-print copies. The Agreement will be printed by union
15 printers, on recycled paper and carry a union label. The Employer will provide all
16 current and new employees with one (1) copy of the Agreement

17 ~~**52.3 — Department of Ecology Employees Only**~~

18 ~~Upon request, the Department of Ecology will provide current employees with one~~
19 ~~(1) copy of the Agreement.~~

20
21
22 **TENTATIVE AGREEMENT REACHED**

23 **For the Union:**

24 
25 _____
26 **AMY SPIEGEL** **8/30/18**
27 **DATE**

For the Employer:


_____ **8/30/18**
JOHN VENCILL **DATE**

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ARTICLE 53

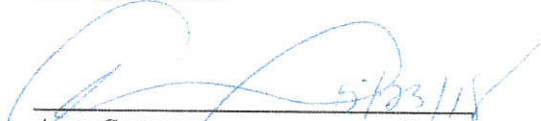
TERM OF AGREEMENT

- 53.1** All provisions of this Agreement will become effective July 1, ~~2017~~ 2019, and will remain in full force and effect through June 30, ~~2019~~ 2021; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- 53.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2018~~ 2020, and no later than January 31, ~~2018~~ 2020. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE



JOHN VENCILL DATE

1 ARTICLE X

2 AGENCY SPECIFIC BARGAINING

3
4 X.1 Supplemental Bargaining (Except for the Department of Corrections)

5
6 A. The parties will establish up to ten (10) supplemental tables. Additional supplemental
7 tables may be established by mutual agreement.

8
9 B. The Union will provide its agency-specific proposals to each agency, or the Agency
10 will provide to the Union, with a copy to the OFM/SHR/Labor Relations Section
11 (labor.relations@ofm.wa.gov) by April 1, 2020 or the first workday thereafter. The
12 Employer will provide its agency-specific proposals to the Union by May 1, 2020 or
13 the first workday thereafter.

14
15 C. In order to be submitted to a supplemental table, the proposal must be both agency-
16 specific and non-compensation.

17
18 D. Timeframes for the Conclusion of Supplemental Bargaining

19 1. Each supplemental table must conclude negotiations by June 15;

20
21 2. Tentative agreements reached at a supplemental table will be provided to the chief
22 spokesperson of the Union and Employer by July 1; and

23
24 3. Each supplemental table will have up to two (2) full days of negotiations, unless
25 the parties mutually agree to additional days. By agreement, negotiation days may
26 be broken up into partial days.

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E. Release Time

Except as modified in this section, the terms of the parties' Collective Bargaining Agreement article 39.12.A will apply for release for formal supplemental bargaining and 39.12.B will apply to release time for travel and preparation for supplemental bargaining.

1. For the Department of Social and Health Services supplemental table, the Employer will approve release from schedule work of up to nine (9) employee representatives during the time negotiations are being conducted; and
2. For all other supplemental tables, the Employer will approve release from scheduled work of up to five (5) employee representatives during the time negotiations are being conducted.

F. Process if Parties Fail to Reach Agreement

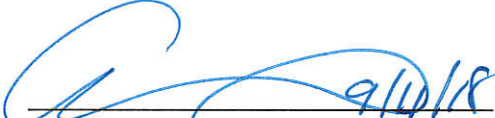
1. If the parties do not reach agreement on a proposal at a supplemental table, the proposal will return to the master negotiations table;
2. Nothing precludes a party from withdrawing a proposal that was not agreed to at a supplemental table; and
3. Neither party can invoke the provision of RCW 41.80.090 at a supplemental table.

52 G. Any agreements reached at a supplemental table will be reduced to writing and signed
53 by both parties for inclusion in or as an addendum to the 2021-2023 general
54 government master collective bargaining agreement.
55

56
57 **TENTATIVE AGREEMENT REACHED**

58 **For the Union:**

58 **For the Employer:**

59 
60 _____ 9/10/18
61 **AMY SPIEGEL** **DATE**

60 
61 _____ 9/11/18
62 **JOHN VENCILL** **DATE**

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APPENDIX A
BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES

Agency	PERC Description	Order #
Agriculture	Non-Supervisory Classified Grain Branch, Fruit & Vegetable Inspection, Commission Merchants, Livestock Identification, Weights & Measures and Plant Services	12375
Arts Commission	Non-Supervisory Classified	8411
Blind Services	Non-Supervisory Classified – Agency wide	8429
	Supervisory Classified – Agency wide	8429
Blind, School	Agency wide – Institutions, excluding Teachers	8438
Center for Childhood Deafness And Hearing Loss	Non-Supervisory Classified – Institutions	8417
	Supervisory Classified - Institutions	8417
Commerce	Non-Supervisory Community Program Developers, Clerical, MA, FSM and PSS	12321
	Supervisory Community Program Developers	8385

Corrections	Non-Supervisory Community Corrections	11448
	Supervisors Community Corrections	8412
	Non-Supervisors – Warrants/Records Unit	9812
	Non-Supervisors – Program Coordinators	12054
CJTC	Agency wide	RU-369
CTS	Agency wide	<u>12765</u>
		11266-A
	State Information Conference Calling	11821
DES	Non-Supervisory Capitol Facilities	11665
	Supervisory Capitol Facilities	11665
	Non-Supervisory Consolidated Mail Services	11656
	Contracts and Legal Services	11652
	Construction & Maintenance Supts.	11665
	Non-Supervisory Fleet Operations	11656
	Non-Supervisory Production Services	11656
DFW	Non-Supervisory Information Tech Services	8130
	Supervisory Business Services	8646
	IT Specialists in Wildlife Science Division	10962-A
	Technology & Financial Management, Public Affairs, Information Governance and Construction and Assessment Management	12575
DSHS	Non-Supervisory Institutions	8420
	Supervisors Institutions	12689-A

	Non-Supervisory Juvenile Rehab Community Services	8418
	Supervisors Juvenile Rehab Community Services	8418
	Non-Supervisory Multiple Divisions/Units	12677
	Supervisors Multiple Divisions/Units	12686
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
Early Learning	Non-Supervisory Classified – Agency wide	10071-A
	Supervisory Classified – Agency wide	10072-A
Ecology	Non-Supervisory Classified – Agency wide	12565
ESD	Non-Supervisory Classified – Agency wide	8413
	Supervisory Classified – Agency wide	8413
Health	Non-Supervisory Classified – Agency wide	12326
	Supervisors Center for Health Statistics	8427
Health Care Authority	Non-Supervisory Classified-Specific Classifications	12336
	Supervisory Medicaid Purchasing Administration Transfers	Laws of 2011, 1st Spec. Sess., ch 15 § 124(8)

Horse Racing	Non-Supervisory Classified – Agency wide	8433
Commission	Supervisory Classified – Agency wide	8433
Human Rights	Non-Supervisory Investigators & Specialists	RU-243
Industrial Appeals	Non-Supervisory Support Services	8430
	Support Services Supervisors	8430
Insurance Comm.	Non-Supervisory Classified – Agency wide	8199
L&I	Non-Supervisory Classified – Agency wide	8437
	Supervisory Classified – Agency wide	8437
LCB	Liquor Enforcement Officers	11699
Licensing	Non-Supervisory Classified – Agency wide	7991-A
	Supervisory Classified – Agency wide	8175
Lottery	Non-Supervisory District Sales Representatives	RU-576
Military	Emergency Management and Information Technology	10820
	Army Division (Office, Professional, Administrative and Clerical)	9641-B
	Washington Youth Academy	11764
Natural Resources	Non-Supervisory Residual Unit	8458-C
	Supervisory Residual Employees	8711

OMWBE	Non-Supervisory Classified	10720-A
Recreation and Conservation Office	Non-Supervisory Classified – Agency wide	8415
Parks	Non-Supervisory Classified – Agency wide	10707
	Supervisory Classified – Agency wide	8528
Secretary of State	Non-Supervisory Archives & Records	8195-A
	Supervisory Archives & Records	8195-A
	Non-Supervisory – Elections	12076
<u>State Historical Society</u>	<u>Non-Supervisory – Agency wide</u>	<u>12915</u>
State Patrol	Non-Supervisory Mixed Classes – Agency wide	8469
	Non-Supervisory Service Workers at WSP Academy	RU-251
	Non-Supervisory Crime Laboratories	8425
	Supervisors Crime Laboratories	8425
	Non-Supervisory Fire Protection Services	8422
	Supervisors Fire Protection Services	8422
Transportation	Non-Supervisory Mixed Classes – Agency wide	11015
	Non-Supervisory Highway Maintenance	8364
	Supervisors Highway Maintenance	8364

1 **APPENDIX B**

2 **JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR**
3 **FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2**

4 The Information Technology Specialists (ITS) job classification is scheduled to be
5 abolished on July 1, 2019. The transition of positions in the existing ITS job classifications
6 to new job classifications will not be complete when this appendix is tentatively agreed to.
7

8 It is agreed positions in the ITS job classifications as identified in this appendix will
9 continue to have an inherent need for flexibility and this designation will transfer with the
10 position to the new job classification.
11

12
13 **1. Board of Industrial Insurance Appeals**

14 Information Technology Specialist 1 and 2
15

16 **2. Center for Childhood Deafness and Hearing Loss**

17 Information Technology Specialist 3
18 Maintenance Mechanic 2
19

20 **3. Department of Agriculture**

21 Agricultural Technologist
22 Brand Inspector 1 and 2
23 Livestock Investigator
24 Pest Biologist 1 and 2
25 Plant Services Specialist 1 and 2
26 Program Assistant (Grain Inspection Program)
27 Program Specialist (Grain Inspection Program)
28 Weights and Measures Inspector 1 and 2
29 Weights and Measures Supervisor
30

31 **4. Department of Children, Youth and Families**

32 Social Service Specialist 3

1 Social and Health Program Consultant 1 and 2

2 Social Service Training Specialist

3
4 **5. Department of Commerce**

5 Commerce Specialists 1 and 2

6
7 **5.6. Department of Corrections**

8 Community Corrections Specialist

9 Community Corrections Officer 1, 2 and 3

10 Corrections and Custody Officer 3 (Work Release only)

11 Corrections and Custody Officer 2 and 3 (Transport officers and Community
12 Work Crew officers only)

13
14 **~~6. Department of Early Learning~~**

15 ~~Social Service Specialist 3~~

16 ~~Social and Health Program Consultant 1 and 2~~

17
18 **7. Department of Ecology**

19 Community Outreach & Environmental Education Specialist 1, 2, 3, and 4

20 Environmental Planner 1, 2, 3, 4 and 5

21 Environmental Specialist 1, 2, 3, 4, and 5

22 Information Technology Specialist 1, 2, 3, 4, and 5

23 Management Analyst 3, 4, and 5

24 Marine Transportation Safety Specialist 2 and 3

25 Natural Resource Scientist 1, 2, 3, and 4

26
27 **8. Department of Fish and Wildlife**

28 Carpenter

29 Construction and Maintenance Project Supervisor

30 Construction Project Coordinator 1, 2, and 3

- 1 Control Technician, Lead
- 2 Customer Service Specialist 2
- 3 Electrician
- 4 Electronics Technician
- 5 Equipment Operator 2
- 6 Equipment Technician 1, 2, and 3
- 7 Land Surveyor 2 and 3
- 8 Maintenance Mechanic 1, 2, and 3
- 9 Utility Worker 1, 2, 3, and 4
- 10 Welder/Fabricator
- 11
- 12 **9. Department of Health**
- 13 Health Care Investigator 1, 2, and 3
- 14 Investigator 3 and 4
- 15 Pharmacist Investigator
- 16
- 17 **10. Department of Labor and Industries**
- 18 Apprenticeship Consultant 2 and 3
- 19 Industrial Hygienist 2, 3 and 4
- 20 Industrial Relations Agent 2, 3, and 4
- 21 Investigator 2 and 3
- 22 Safety and Health Inspector 1, 2, 3 and 4
- 23
- 24 **11. Department of Social and Health Services**
- 25 Attendant Counselor Manager
- 26 Community Worker
- 27 Developmental Disabilities Case/Resource Manager
- 28 Developmental Disabilities Outstation Manager
- 29 Food Manager 1
- 30 Forensic Therapists

- 1 Investigator 1 and 2
- 2 Juvenile Rehabilitation Coordinator (excluding Institutions)
- 3 Juvenile Rehabilitation Security Manager
- 4 Juvenile Rehabilitation Supervisor
- 5 Long Term Care Surveyor
- 6 Program Specialist 3 (ESA/CSD Mobile CSO)
- 7 Quality Control Specialist
- 8 Residential Services Coordinator
- 9 Security Guard 3
- 10 Social Service Specialist 3
- 11 Social Service Training Specialist
- 12
- 13 **12. Employment Security Department**
- 14 Information Technology Specialist 2, 3 and 4
- 15
- 16 **13. Horse Racing Commission**
- 17 Investigator 1, 2 and 3
- 18 Racing Official 1 and 2
- 19
- 20 **14. Military Department**
- 21 Emergency Management Program Specialist 1 and 2
- 22 Information Technology Specialist 2 and 3
- 23
- 24 **15. Office of the Insurance Commissioner**
- 25 Financial Examiner 1 ~~and 2~~
- 26
- 27 **16. Office of Minority and Women's Business Enterprises**
- 28 Management Analyst 4
- 29
- 30 **17. Recreation and Conservation Office**

1 Information Technology Specialist 2

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19. Utilities and Transportation Commission

Transportation Engineer 3 (Federal Rail Inspectors)

Rail Carrier Compliance Specialist (State Rail Inspectors)

Investigator 3 (Motor Carrier Inspectors)

Energy/Utilities Engineer 3 (Pipeline Inspectors)

18:20. Workforce Training and Education Coordinating Board

Information Technology Specialist 2


TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE



JOHN VENCILL DATE

1 **APPENDIX C**

2 **GRIEVANCE PROCEDURE**

3 ~~The following agencies will bypass Step 1 of the grievance process as outlined in~~
4 ~~Article 29, Grievance Procedure:~~

5 ~~Arts Commission~~

6 ~~Center for Childhood Deafness and Hearing Loss~~

7 ~~Consolidated Technology Services~~

8 ~~Criminal Justice Training Commission~~

9 ~~Department of Corrections~~

10 ~~Department of Ecology~~

11 ~~Department of Enterprise Services~~

12 ~~Department of Fish & Wildlife~~

13 ~~Department of Health~~

14 ~~Department of Natural Resources~~

15 ~~Department of Social and Health Services~~

16 ~~Department of Transportation~~

17 ~~Department of Veterans Affairs~~

18 ~~Employment Security Department~~

19 ~~Health Care Authority~~

20 ~~Horse Racing Commission~~

21 ~~Human Rights Commission~~

22 ~~Office of Minority and Women's Business Enterprises~~

23 ~~Parks and Recreation~~

24 ~~Recreation & Conservation Office~~

25 ~~School for the Blind~~

26 ~~Services for the Blind~~

27 ~~Utilities and Transportation Commission~~

28 ~~Washington State Patrol~~

29 ~~Workforce Training and Education Coordinating Board~~

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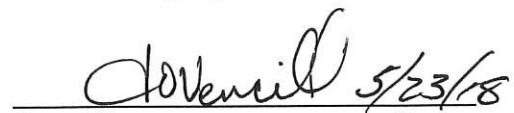
TENTATIVE AGREEMENT REACHED

For the Union:



AMY SPIEGEL 5/23/18
DATE

For the Employer:



JOHN VENCILL 5/23/18
DATE

1 **APPENDIX D**

2 **LAYOFF UNITS**

3 (Current Contract Language plus any TA from DCYF Supplemental Table)
4

5 **1. Arts Commission**

6 The agency is designated as the single layoff unit.
7

8 **2. Board of Industrial Insurance Appeals**

9 The agency is designated as the single layoff unit.
10

11 **3. Center for Childhood Deafness and Hearing Loss**

12 The agency is designated as the single layoff unit.
13

14 **4. Criminal Justice Training Commission**

15 The layoff unit will first be the county in which the position is located, and if no
16 options are available, then to the department statewide.
17

18 **5. Department of Agriculture**

19 Each of the following constitutes a separate layoff unit.
20

21 **COMMODITY INSPECTION DIVISION**
22

23 **1. Grain Inspection Program**

24 The layoff unit will first be each of the grain offices with the
25 exception of the Kalama/Longview grain offices. Due to the close
26 proximity, the Kalama/Longview grain offices will constitute a
27 single layoff unit. If no options are available, the layoff unit will
28 expand to statewide.
29

1 2. Fruit and Vegetable Inspection

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

4
5 3. Seed Program

6 The Seed Program will constitute a single layoff unit.

7
8 **PLANT PROTECTION DIVISION**

9
10 1. Pest Program

11 The Pest Program will constitute a single layoff unit.

12
13 2. Plant Services Program

14 The Plant Services Program will constitute a single layoff unit.

15
16 3. Commission Merchants and Weights and Measures Programs

17 These programs together will constitute a single layoff unit.

18
19 **ANIMAL SERVICES DIVISION**

20
21 1. Brand Program

22 The Brand Program will constitute a single layoff unit.

23
24 6. **Department of Commerce**

25 Layoff units will be by order as follows:

26
27 A. Division by County

28 The employee's division within the county in which the permanent
29 workstation is located.

1 B. County Only

2 If no option is available within the division/county layoff unit, the entire
3 agency within the county in which the employee's permanent workstation
4 is located will be considered the layoff unit.

5
6 C. Entire Division/Statewide

7 If no option is available within the county layoff unit, the employee's
8 division throughout the entire state will be considered the layoff unit.

9
10 D. Entire Agency

11 If no option is available within the division/statewide layoff unit, the entire
12 department statewide will be considered the layoff unit.

13
14 **7. Department of Corrections**

15 Layoff units will be by order as follows.

16
17 A. County

18 The county in which the employee's permanent workstation is located.

19
20 B. Neighboring County Group

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

27

WORKSTATION COUNTY (Column A)	NEIGHBORING COUNTY GROUP LAYOFF UNIT (Column B)
-------------------------------------	--

Adams	Franklin; Grant; Lincoln; Whitman
Asotin	Garfield; Whitman
Benton	Franklin; Grant; Klickitat; Yakima; Walla Walla
Chelan	Douglas; Kittitas; Okanogan
Clallam	Jefferson
Clark	Cowlitz; Skamania
Columbia	Garfield; Walla Walla; Whitman
Cowlitz	Clark; Lewis; Skamania; Wahkiakum
Douglas	Chelan; Grant; Kittitas; Okanogan
Ferry	Lincoln; Okanogan; Stevens
Franklin	Adams; Benton; Grant; Walla Walla; Whitman
Garfield	Asotin; Columbia; Whitman
Grant	Adams; Benton; Douglas; Franklin; Lincoln; Kittitas; Okanogan; Yakima
Grays Harbor	Jefferson; Lewis; Mason; Pacific; Thurston
Island	Skagit
Jefferson	Clallam; Kitsap; Grays Harbor; Mason
King	Pierce; Snohomish
Kitsap	Jefferson; Mason; Pierce
Kittitas	Chelan; Douglas; Grant; Yakima
Klickitat	Yakima; Benton
Lewis	Cowlitz; Grays Harbor; Pacific; Pierce; Skamania; Thurston; Wahkiakum
Lincoln	Adams; Ferry; Grant; Okanogan; Spokane; Stevens; Whitman
Mason	Grays Harbor; Jefferson; Kitsap; Thurston
Okanogan	Chelan; Douglas; Ferry; Grant; Lincoln
Pacific	Grays Harbor; Lewis; Wahkiakum
Pend Oreille	Spokane; Stevens

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Pierce	King; Kitsap; Lewis; Thurston
San Juan	None
Skagit	Island; Snohomish; Whatcom
Skamania	Clark; Cowlitz; Lewis
Snohomish	King; Skagit
Spokane	Lincoln; Pend Oreille; Stevens; Whitman
Stevens	Ferry; Lincoln; Pend Oreille; Spokane
Thurston	Grays Harbor; Lewis; Mason; Pierce
Wahkiakum	Cowlitz; Lewis; Pacific
Walla Walla	Benton; Columbia; Franklin
Whatcom	Skagit
Whitman	Adams; Asotin; Columbia; Franklin; Garfield; Lincoln; Spokane
Yakima	Benton; Grant; Kittitas; Klickitat

C. Statewide

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

8. Department of Early Learning

The county in which an employee's position is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the service area (Northwest, Southwest, Central and Eastern). If no option is available within the service area layoff unit, the unit expands to the department statewide.

9. Department of Ecology

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

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10. Department of Fish and Wildlife

The following will constitute separate layoff units.

- A. All classified support staff.
- B. Programs headed by an Assistant Director, except all classified support staff.
- C. Director's office, except all classified support staff.

In each layoff unit the first option will be within the county of the position's official duty station. If there are no options in the county, the search expands to the bordering counties within the layoff unit. If there are no options in the bordering counties, the search expands to statewide within the layoff unit. If no option is available in the state within the layoff unit, the unit expands to the department statewide.

11. Department of Enterprise Services

A. Western Washington Region

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

B. Eastern Washington Region

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

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12. Department of Health

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

13. Consolidated Technology Services

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

14. Department of Labor and Industries

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

15. Department of Licensing

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

- A. 1. Layoff Unit 1
Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties. *(Western Washington region)
- 2. Layoff Unit 2
King County. *(Western Washington region)
- 3. Layoff Unit 3
Pierce and Kitsap Counties. *(Western Washington Region)

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

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

9
10 6. Layoff Unit 6
11 Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman,
12 Asotin, Benton, Klickitat (Goldendale only), Garfield and Walla
13 Walla Counties. *(Eastern Washington Region)

14
15 If there are no options available in the layoff unit, the applicable *region shall be
16 considered the layoff unit.

17
18 If there are no options available in the applicable region, the layoff unit shall be
19 statewide.

20
21 **16. Department of Natural Resources**

22 A. For All Employees except Seasonal Career Employees the Layoff Units are:

23 1. For positions located in the Natural Resources Building (NRB), the
24 layoff unit will first be within the NRB, and if no options are
25 available, then to the department statewide.

26 2. For positions located in a region, the layoff unit will first be within
27 the region in which the position is located, and if no options are
28 available, then to the department statewide.

29

1 B. For Seasonal Career Employees, the Layoff Units are:

- 2 1. The district within which the position is assigned; or
- 3 2. The region excluding district positions, if the position is assigned to
- 4 a region but does not report to a district: or
- 5 3. The division if the position is assigned to a division

6

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

8 A. Excluding Institutions: The county in which an employee's workstation is

9 located will be the primary layoff unit. If no option is available within the

10 county layoff unit, the unit expands to bordering counties. If no option is

11 available in the bordering counties, the unit expands to the county group. If

12 no option is available in the county group, the unit expands to the region. If

13 there is no option available within the region, the unit expands to the

14 department statewide.

15

16 B. For institutions only: The institution in which the employee works will be

17 the primary layoff unit. If no option is available within the institution layoff

18 unit, the unit expands to the county. If no option is available within the

19 county layoff unit, the unit expands to bordering counties. If no option is

20 available in the bordering counties, the unit expands to the county group. If

21 no option is available in the county group, the unit expands to the region. If

22 no option is available within the region, the unit expands to the department

23 statewide. Within the Developmental Disabilities Administration

24 institutions, State Operated Living Facilities (SOLA) will be considered

25 part of the institution layoff unit for the purpose of identifying layoff

26 options.

27

28 C. County Group:

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

4
5 Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima.

6
7 Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

8 Group 4: King

9
10 Group 5: Kitsap, and Pierce.

11
12 Group 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat,
13 Lewis, Mason, Pacific, Skamania, Thurston, and Wahkiakum.

14
15 **18. Department of Transportation**

16 Layoff units are as follows.

17
18 A. Headquarters Layoff Unit

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

22
23 B. Right of Way Layoff Units

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

1 employee has permanent status, the employee's layoff unit will expand to
2 include all bargaining unit positions within the Department.

3
4 C. Eastern Region, North Central Region, Olympic Region, South Central
5 Region and Southwest Region Layoff Units

6 The local layoff unit for Maintenance employees includes all positions
7 (including out-stationed Headquarters positions) located in the Maintenance
8 Area within which the employee's official duty station is located.

9
10 The local layoff unit for all other employees includes all positions
11 (including out-stationed Headquarters positions) located in the county
12 within which the employee's official duty station is located.

13
14 If no option is available within the local layoff unit, the unit expands to
15 include all positions (including out-stationed Headquarters positions)
16 located in the region. The Olympic Region layoff unit does not include out-
17 stationed Headquarters positions.

18
19 D. Northwest Area Layoff Units

20 The Northwest Area layoff unit includes all employees and positions in the
21 Northwest Region, Planning and Policy office, Aviation Division,
22 Washington State Ferries, and out-stationed Headquarters employees and
23 positions.

24
25 1. Maintenance Employees

26 The local layoff unit for Maintenance employees includes all
27 positions (including out-stationed Headquarters positions) located
28 in the Maintenance Area where the employee's official duty station
29 is located.

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2. Northwest Region Employees

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

3. Aviation Division Employees

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

4. Washington State Ferries

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

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

19. Department of Veterans Affairs

The following will constitute the layoff units for the department.

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

6
7 B. For employees in Eastern Washington, the county in which the employee's
8 permanent workstation is located is the initial layoff unit. If there are no
9 options in the county, the layoff unit expands to Eastern Washington. If
10 there are no options in Eastern Washington, the layoff unit expands to the
11 department statewide.

12
13 **20. Employment Security Department**

14 A. County of the official duty station

15
16 B. If no option is available within the county layoff unit, the unit expands to a
17 specified county grouping layoff unit as defined in the table below. (Note:
18 If your official duty station is in the county in Column A, your layoff unit
19 at this step will include the county in Column A and the counties in Column
20 B).

21

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman
Benton	Franklin, Grant, Walla Walla, Yakima
Chelan	Kittitas, Grant, Douglas
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman

Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln
Grays Harbor	Lewis, Mason, Pacific, Thurston
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason
King	Kitsap, Pierce, Snohomish, Thurston
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wakiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wakiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman

Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, King, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat

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

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

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

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21. Health Care Authority

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

22. Horse Racing Commission

A single statewide layoff unit.

23. Human Rights Commission

The agency is designated as the single layoff unit.

24. Liquor and Cannabis Board

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

25. Military Department

The agency is designated as the single layoff unit.

26. Office of the Insurance Commissioner

The layoff unit for general service employees is an expanding layoff unit.

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

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

1 expands to Eastern Washington. If there are no options in Eastern
2 Washington, the layoff unit expands to the department statewide.

3
4 **27. Office of Minority and Women's Business Enterprises**

5 The agency is designated as the single layoff unit.
6

7 **28. Parks and Recreation Commission**

8 The agency is designated as the single layoff unit.
9

10 **29. Recreation & Conservation Office**

11 The agency is designated as the single layoff unit.
12

13 **30. School for the Blind**

14 The agency is designated as the single layoff unit.
15

16 **31. Secretary of State**

17 The layoff unit for general service employees is an expanding layoff unit.

18 A. For employees in Western Washington, the county of the official worksite
19 is the initial layoff unit. If there are no options in the county, the layoff unit
20 expands to Western Washington. If there are no options in Western
21 Washington, the layoff unit expands to the department statewide.
22

23 B. For employees in Eastern Washington, the county of the official worksite is
24 the initial layoff unit. If there are no options in the county, the layoff unit
25 expands to Eastern Washington. If there are no options in Eastern
26 Washington, the layoff unit expands to the department statewide.
27

28 **32. Services for the Blind**

29 The agency is designated as the single layoff unit.
30

1 **33. Utilities and Transportation Commission**

2 The layoff unit will first be the county in which the position is located, and if no
3 options are available, then to the department statewide.

4
5 **34. Washington State Lottery**

6 The layoff unit will first be the region in which the position is located, and if no
7 options are available, then to the department statewide.

8
9 **35. Washington State Patrol**

10 The layoff unit will first be the county in which the position is located, and if no
11 options are available, then to the department statewide.

12
13 **36. Workforce Training and Education Coordinating Board**

14 The agency is designated as the single layoff unit.
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26 **TENTATIVE AGREEMENT REACHED**

27 **For the Union:**

For the Employer:

28
29 
30 _____
AMY SPIEGEL DATE


_____ 5/23/18
JOHN VENCILL DATE

1 **APPENDIX E**

2 **LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES**

3 **1. Department of Corrections**

4 In each region.

6 **2. Department of Fish and Wildlife**

7 One (1) committee for each bargaining unit.

9 **3. Department of Health**

10 Shoreline Campus

12 **4. Department of Labor and Industries**

13 Division of Occupational Safety and Health, Insurance Services and Field
14 Services.

16 **5. Department of Children, Youth and Families**

17 One for each region with an Appointing Authority

19 **6. Department of Social and Health Services**

20 One (1) at each institution and by Appointing Authority in each region, one (1)
21 Regional Business Services in each region, one (1) Consolidated Institutional
22 Business Services (CIBS), and one (1) Consolidated Maintenance Operations
23 (CMO). For CMO and CIBS only, if requested by the Union, up to three (3)
24 additional employee representatives will be allowed to attend local level UMCC
25 meetings.

27 **6.7. Department of Transportation**

28 In each region and one (1) for headquarters.

29

1 **7.8. Department of Veterans Affairs**

2 One (1) at each institution.
3

4 **8.9. Employment Security Department**

5 One (1) in each of the following divisions:

- 6 a. Executive Programs
7 b. Workforce Information & Technology Services
8 c. Finance & Administrative Services
9 d. Employment Connections
10 e. Human Resources
11 f. Unemployment Insurance Tax & Wage
12 g. Employment System Policy
13 h. Unemployment Insurance Benefits
14

15 **9.10. Military Department**

16 One (1) in each of the following areas:

- 17
18 a. Camp Murray
19 b. Washington Youth Academy

20 **10.11. Parks and Recreation Commission:**

21 In each region and one (1) for headquarters.
22

TENTATIVE AGREEMENT REACHED

23 **For the Union:**

For the Employer:

24
25 
26 AMY SPIEGEL

7/10/18
DATE


26 JOHN VENCILL

7/10/18
DATE

27

APPENDIX J
COMPRESSION AND INVERSION ADJUSTMENTS FOR
~~TWELVE~~ FOURTEEN DOLLARS AN HOUR MINIMUM WAGE

Class Code	Class Title	Current Range	New Range
105E	Administrative Assistant 1	32	35
105F	Administrative Assistant 2	35	37
105G	Administrative Assistant 3	39	40
<u>674G</u>	<u>Cook 1</u>	<u>30</u>	<u>31</u>
678K	Custodian 3	32	35
678L	Custodian 4	36	37
102A	Customer Service Specialist 1	32	35
102B	Customer Service Specialist 2	35	37
100W	Data Compiler 1	31	34
100X	Data Compiler 2	34	36
100Y	Data Compiler 3	37	38
148M	Fiscal Technician 2	32	33
148N	Fiscal Technician 3	35	36
148O	Fiscal Technician Lead	36	37
148P	Fiscal Technician Supervisor	39	40
675G	Food Service Worker Lead	31	33
521K	Forest Nursery Lead	30	33
591J	Grounds & Nursery Services Specialist 2	30	32
591K	Grounds & Nursery Services Specialist 3	33	34
119E	Human Resource Consultant 1	45	46
119F	Human Resource Consultant 2	50	51
119G	Human Resource Consultant 3	54	55
119H	Human Resource Consultant 4	58	59

APPENDIX P

ASSIGNMENT PAY

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

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

GROUP A			
Class Title	Class Code	Premium	Reference#
Construction & Maintenance Project Specialist	627E	See Reference	3
Construction & Maintenance Project Lead	627F	See References	3, 39
Construction & Maintenance Project Supervisor	627G	See References	3, 39
Custodian 1	378I	2 ranges	9
Custodian 2	678J	2 ranges	9
Electrician	608F	2 ranges	51
Equipment Operator 1	618R	4 ranges	12
Ferry Operator Assistant	653P	See Reference	5
Industrial Hygienist 2	394E	4 ranges	56
Industrial Hygienist 3	394F	4 ranges	56
Industrial Hygienist 4	394G	4 ranges	56
Licensing Service Representative 3	458G	4 ranges	43
Licensing Service Representative 4	458H	4 ranges	43

LCB Enforcement Officer 2	390G	See Reference	53
Maintenance Lead Technician			5, 14, 16,
Highway Maintenance Worker 3	596S	See References	21, 22
Bridge Maintenance Specialist Lead	597N	See References	5, 21, 22
Maintenance Mechanic 1	626J	2 ranges	14
Maintenance Mechanic 2	626K	See References	14
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	See Reference	5
Maintenance Specialist 3	596J	See Reference	5
Maintenance Specialist 5	596L	See Reference	21
Bridge Maintenance Specialist 3	597I	See References	5, 22
Maintenance Technician 1 Highway			5, 16, 22,
Maintenance Worker 1	596P	See References	36
Maintenance Technician 2 Highway			5, 16, 22,
Maintenance Worker 2	596Q	See References	36
Maintenance Technician 3	596R	See References	5, 16, 22
Bridge Maintenance Specialist 1	597F	See References	5, 21, 22
Bridge Maintenance Specialist 2	597G	See References	5, 21, 22
Mental Health Technician 1	347L	2 ranges	11
Mental Health Technician 2	347M	2 ranges	11
Mental Health Technician 3	347N	2 ranges	11
Park Ranger 2	389B	3 ranges	53
Park Ranger 3	389C	3 ranges	53
PBX Chief Operator	101H	2 ranges	4
Psychiatric Security Attendant	347J	2 ranges	11
Residential Rehabilitation Counselor 2	347F	1 range	55
Residential Rehabilitation Counselor 3	347G	1 range	55
Residential Rehabilitation Counselor 4	347H	1 range	55
Rest Area Attendant – Transportation	595G	4 ranges	36, 52
Safety and Health Specialist 1	392E	4 ranges	56

Safety and Health Specialist 2	392F	4 ranges	56
Safety and Health Specialist 3	392G	4 ranges	56
Safety and Health Specialist 4	392H	4 ranges	56
Security Guard 2	385L	1 range	55
Security Guard 3	385M	1 range	55
Traffic Safety Systems Operator 1	401A	4 ranges	40
Traffic Safety Systems Operator 3	401C	4 ranges	40
Traffic Safety Systems Operator 4	401D	4 ranges	40
Truck Driver 1	632I	4 ranges	12
Truck Driver 2	632J	4 ranges	12
Warehouse Operator 1	117I	\$10.00/month	2

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GROUP B			
Assigned Duty		Premium	Reference#
Asbestos Workers (Certified)		4 ranges	20
Certified Instructors (<u>DCYF</u> , DFW, DSHS, LCB, Parks)		See Reference	37B
Certified Instructors (DOC)		See Reference	50
<u>CISM-Specialty Teams</u> (DOC)		2 ranges	61 <u>59</u>
Clerical Crime Lab Support (WSP)		2 ranges	25
CSR Team and SIR Team (WSP)		3 percent	27
Designated Corridors, Night Shift (DOT)		See Reference	49
Driving Fish Hauling Trucks (DFW)		See Reference	26
Dual Language Requirement		2 ranges	18
<u>Enhanced Drivers License (DOL)</u>		<u>4 ranges</u>	<u>43</u>
Emergency Spill Response Team (ECY)		See Reference	24
Illegal Encampments Right of Way (DOT)		See Reference	48
<u>Criminal Intelligence and Investigative Analysis (WSP)</u> <u>(Research Analyst 4 and 5 CW to Data Consultant 3 and 4)</u>		<u>2 ranges</u>	<u>XX</u>
Patient Resident Supervision (<u>DCYF</u> , DSHS)		2 ranges	1
Patient Transport (DSHS)		4 ranges	17
Pesticide Sprayers (DOT)		4 ranges	16
SCUBA Diving/DPIC Requirement		\$10.00/hour	3
<u>Tree felling duties (DOT)</u>		<u>See Reference</u>	<u>XY</u>

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GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
<u>NEW</u>	<u>Grain Sampler/Weigher</u>	<u>Seattle</u>	<u>4 ranges</u> <u>2 Ranges</u>
<u>NEW</u>	<u>Grain Inspector 1</u>	<u>Seattle</u>	<u>4 ranges</u> <u>2 Ranges</u>
<u>NEW</u>	<u>Grain Inspector 2</u>	<u>Seattle</u>	<u>4 ranges</u> <u>2 Ranges</u>
<u>NEW</u>	<u>Grain Inspector 3</u>	<u>Seattle</u>	<u>4 ranges</u> <u>2 Ranges</u>
<u>NEW</u>	<u>Grain Inspector Supervisor</u>	<u>Seattle</u>	<u>4 ranges</u> <u>2 Ranges</u>
<u>107I</u>	<u>Program Specialist 2</u>	<u>Seattle</u>	<u>4 ranges</u>
<u>568L</u>	<u>Agricultural Inspector 4</u>	<u>Seattle</u>	<u>4 ranges</u>
<u>107K</u>	<u>Program Specialist 4</u>	<u>Seattle</u>	<u>4 ranges</u>
<u>Department of Children, Youth and Families</u>			
<u>355H</u>	<u>Juvenile Rehabilitation Resident Counselor</u>	<u>Lewis Co. and Yakima Co.</u>	<u>2 ranges</u>
<u>355K</u>	<u>Juvenile Rehabilitation Supervisor</u>	<u>Lewis Co. and Yakima Co.</u>	<u>2 ranges</u>
<u>Department of Enterprise Services</u>			
<u>621J</u>	<u>Heating, Ventilation and Air Conditioning Technician</u>	<u>Thurston Co.</u>	<u>2 ranges</u>
<u>621L</u>	<u>Heating, Ventilation and Air Conditioning Supervisor</u>	<u>Thurston Co.</u>	<u>2 ranges</u>
<u>Department of Ecology</u>			
<u>523G</u>	<u>Environmental Specialist 3</u>	<u>Bellevue King Co.</u>	<u>2 ranges</u>
<u>523-H</u>	<u>Environmental Specialist 4</u>	<u>Bellevue</u>	<u>2 ranges</u>

		<u>King Co.</u>	
523X	<u>Environmental Specialist 5</u>	<u>Bellevue</u> <u>King Co.</u>	<u>2 ranges</u>
<u>Department of Revenue</u>			
<u>174E</u>	<u>Revenue Agent 1</u>	<u>King County</u>	<u>2 ranges</u>
<u>174F</u>	<u>Revenue Agent 2</u>	<u>King County</u>	<u>2 ranges</u>
<u>175G</u>	<u>Revenue Agent 3</u>	<u>King County</u>	<u>2 ranges</u>
<u>174H</u>	<u>Revenue Agent 4</u>	<u>King County</u>	<u>2 ranges</u>
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	<u>3 ranges</u> <u>1 Range</u>
<u>NEW 168L</u>	DDS Adjudicator 4	King Co.	<u>3 ranges</u> <u>1 Range</u>
<u>168L</u>	<u>DDS Adjudicator 5</u>	<u>King Co.</u>	<u>3 ranges</u> <u>1 Range</u>
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	<u>7 ranges</u> <u>5 Ranges</u>
608F	Electrician	Fircrest School	<u>11 ranges</u> <u>9 Ranges</u>
592W	Electronics Technician	Fircrest School	<u>7 ranges</u> <u>5 ranges</u>
602K	Stationary Engineer 2	Fircrest School	<u>7 ranges</u> <u>5 Ranges</u>
602L	Stationary Engineer 3	Fircrest School	<u>7 ranges</u> <u>5 Ranges</u>
306P	Occupational Therapist 3	Lakeland Village	4 ranges
<u>306P</u>	<u>Occupational Therapist 3</u>	<u>Pierce Co.</u>	<u>2 Ranges</u>
<u>306R</u>	<u>Occupational Therapist Supervisor</u>	<u>Pierce Co.</u>	<u>2 Ranges</u>
<u>301I</u>	<u>Occupational Therapy Assistant 2</u>	<u>Pierce Co.</u>	<u>2 Ranges</u>

306V	Physical Therapist 3	Lakeland Village	6 ranges
306R	Occupational Therapist Supervisor	Rainier School	4 ranges
308G	Speech Pathologist/Audiologist 3	Rainier School	4 ranges
362F	Psychologist - Forensic Evaluator	Special Commitment Center	2 ranges
311F	Dietician 2	Western State Hospital	2 ranges
Department of Transportation			
<u>597E</u>	<u>Bridge Tender</u>	<u>Everett</u>	<u>1 range</u>
<u>597E</u>	<u>Bridge Tender</u>	<u>Bellevue</u>	<u>2 ranges</u>
600J	Equipment Technician 2	Buckley, Enumelaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>600J</u>	<u>Equipment Technician 2</u>	<u>Enumclaw</u>	<u>2 ranges</u>
600J	Equipment Technician 2	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle,	6 ranges <u>4 Ranges</u>

		Shoreline, Woodinville	
600K	Equipment Technician 3	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>600K</u>	<u>Equipment Technician 3</u>	<u>Enumclaw</u>	<u>2 ranges</u>
600K	Equipment Technician 3	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
600L	Equipment Technician Lead	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>600L</u>	<u>Equipment Technician Lead</u>	<u>Enumclaw</u>	<u>2 ranges</u>
600L	Equipment Technician Lead	Auburn, Bellevue, Issaquah, Kent,	6 ranges <u>4 Ranges</u>

		Renton, Seattle, Shoreline, Woodinville	
600M	Equipment Technician Supervisor	Everett, Monroe	4 ranges
600M	Equipment Technician Supervisor	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 Ranges <u>4 Ranges</u>
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except Region HQ)	4 ranges <u>2 Ranges</u>
596S	<u>Highway Maintenance Worker 3</u> Lead Tech.	<u>Enumclaw,</u> Greenwater, <u>Skykomish</u>	2 ranges
596S	<u>Highway Maintenance Worker 3</u> Lead Tech	Buckley, Everett, <u>Enumclaw,</u> Monroe, Lakewood,	4 ranges

		Puyallup, Tacoma	
596S	<u>Highway Maintenance Worker 3</u> <u>Lead Tech</u>	Auburn, Bellevue, Issaquah, Kent Renton, Seattle, Shoreline, Woodinville	<u>6 ranges</u> <u>4 Ranges</u>
<u>NEW</u>	<u>Highway Maintenance Worker 4</u>	<u>Enumclaw,</u> <u>Greenwater,</u>	<u>2 Ranges</u>
<u>NEW</u>	<u>Highway Maintenance Worker 4</u>	<u>Buckley,</u> <u>Everett,</u> <u>Monroe,</u> <u>Lakewood,</u> <u>Puyallup,</u> <u>Tacoma</u>	<u>4 Ranges</u>
<u>NEW</u>	<u>Highway Maintenance Worker 4</u>	<u>Auburn,</u> <u>Bellevue,</u> <u>Issaquah,</u> <u>Kent Renton,</u> <u>Seattle,</u> <u>Shoreline,</u> <u>Woodinville</u>	<u>4 Ranges</u>
626L	Maintenance Mechanic 3	Everett, Monroe	4 ranges
626L	Maintenance Mechanic 3	Auburn, Bellevue, Issaquah, Kent,	<u>6 ranges</u> <u>4 Ranges</u>

		Renton, Seattle, Shoreline, Woodinville	
626M	Maintenance Mechanic 4	Everett, Monroe	4 ranges
626M	Maintenance Mechanic 4	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
598P	Maintenance Operations Assistant Superintendent	Seattle or Shoreline	6 ranges <u>4 Ranges</u>
596I	Maintenance Specialist 2	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>596I</u>	<u>Maintenance Specialist 2</u>	<u>Enumclaw</u>	<u>2 Ranges</u>
596I	Maintenance Specialist 2	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle,	6 ranges <u>4 Ranges</u>

		Shoreline, Woodinville	
596J	Maintenance Specialist 3	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>596J</u>	<u>Maintenance Specialist 3</u>	<u>Enumclaw</u>	<u>2 Ranges</u>
596J	Maintenance Specialist 3	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
597K	Bridge Maintenance Specialist 3	Tacoma	4 ranges
597N	Bridge Maintenance Specialist Lead	Lakewood, Tacoma	4 ranges
597N	Bridge Maintenance Specialist Lead	Bellevue	6 ranges <u>4 Ranges</u>
596T	<u>Highway</u> Maintenance Supervisor	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges

<u>596T</u>	<u>Highway Maintenance Supervisor</u>	<u>Enumclaw</u>	<u>2 ranges</u>
596T	<u>Highway Maintenance Supervisor</u>	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
596P	<u>Highway Maintenance Worker</u> Tech. 1	Buckley, Enumclaw, Everett, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>596P</u>	<u>Highway Maintenance Worker 1</u>	<u>Enumclaw</u>	<u>2 Ranges</u>
596P	<u>Highway Maintenance Worker</u> Tech. 1	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
597F	Bridge Maintenance Specialist 1	Buckley, Enumclaw, Everett, Monroe, Lakewood,	4 ranges

		Puyallup, Tacoma	
<u>597F</u>	<u>Bridge Maintenance Specialist 1</u>	<u>Enumclaw</u>	<u>2 ranges</u>
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>
<u>596Q</u>	<u>Maintenance Tech. 2</u>	<u>Skykomish</u>	<u>2 ranges</u>
596Q	<u>Highway Maintenance Worker</u> Tech. 2	Buckley, Enumclaw, Everett, Greenwater, Lakewood, Monroe, Puyallup, Tacoma	4 ranges
<u>596Q</u>	<u>Highway Maintenance Worker 2</u>	<u>Enumclaw</u>	<u>2 Ranges</u>
596Q	<u>Highway Maintenance Worker</u> Tech 2	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 Ranges</u>

597G	Bridge Maintenance Specialist 2	Buckley, Everett, Enumelaw, Monroe, Lakewood, Puyallup, Tacoma	4 ranges
<u>597G</u>	<u>Bridge Maintenance Specialist 2</u>	<u>Enumclaw</u>	<u>2 Ranges</u>
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Issaquah, Kent, Renton, Seattle, Shoreline, Woodinville	6 ranges <u>4 ranges</u>
596R	Maintenance Tech. 3	Skykomish	2 ranges
596R	Maintenance Tech. 3	Buckley, Enumelaw, Everett, Greenwater, Lakewood, Monroe, Pullayup, Tacoma	4 ranges
596R	Maintenance Tech. 3	Auburn, Bellevue, Issaquah, Kent, Renton,	6 ranges

		Seattle, Shoreline, Woodinville	
100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett)	2 ranges
100V	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Bellevue, Kent & Seattle [except Region HQ])	4 ranges <u>2 Ranges</u>
Department of Veterans Affairs			
311E	Dietitian 1	Retsil	2 ranges
<u>Labor & Industries</u>			
<u>174E</u>	<u>Revenue Agent 2</u>	<u>King County</u>	<u>2 ranges</u>
<u>175G</u>	<u>Revenue Agent 3</u>	<u>King County</u>	<u>2 ranges</u>
<u>174H</u>	<u>Revenue Agent 4</u>	<u>King County</u>	<u>2 ranges</u>
Washington State Patrol			
396L	Deputy <u>State</u> Fire Marshal	North Bend	<u>3 ranges</u> <u>1 Range</u>

1 **REFERENCE #1:** Within the Department of Social and Health Services for the
2 supervision, training, and counseling-mentoring of individuals with intellectual disabilities,
3 or individuals with symptoms and behaviors related to significant mental illness; or in the
4 Department of Children, Youth and Families for the supervision, training and mentoring
5 of Juvenile Rehabilitation Administration Institution Residents or Department of
6 Corrections offenders residing in JR facilities. Basic salary range plus two (2) ranges.

7
8 **REFERENCE #2:** For full-time assignment to forklift operations. Basic salary range plus
9 ten dollars (\$10.00) a month shall be paid to employees in this class.

10
11 **REFERENCE #3:** For required SCUBA diving and/or serving as Designated Person in
12 Charge (DPIC). Basic salary range plus ten dollars (\$10.00) per diving or DPIC hour to
13 employees in any class.

14
15 **REFERENCE #4:** For direct supervisory responsibility over PBX and Telephone
16 Operators. Basic salary range plus two (2) ranges.

17
18 **REFERENCE #5:** For assigned operation of highway equipment rated above the
19 employee's classification. Basic salary range plus the hourly difference between step M of
20 the Highway Maintenance Worker 2 Technician 3-class and step M of the salary range
21 representing a four-range increase over the Highway Maintenance Worker 2 Technician 3
22 class. Employees operating this equipment shall be paid for actual operations that continue
23 for at least one (1) hour. Equipment operation that lasts for less than one (1) continuous
24 hour shall not qualify the operator for premium pay. Employees operating this equipment
25 in a bona fide training assignment are not entitled to the higher rate.

26
27 **REFERENCE #9:** For full-time assignment to a floor care crew and the operation of heavy
28 duty floor cleaning and waxing equipment. Basic salary range plus two (2) ranges. Basic
29 salary range plus two (2) ranges will also be paid to designated working supervisor of floor
30 crew.

31

1 **REFERENCE #11:** For successful completion of the Department of Social and Health
2 Services approved core curriculum which consists of forty-five (45) college quarter credit
3 hours or its equivalent in semester hours and current participation in the development and
4 implementation of assigned aspects of individual resident treatment activities. Basic salary
5 plus two (2) ranges.

6

7 **REFERENCE #12:** Employees assigned to operate equipment above this level shall be
8 compensated four (4) ranges above their base rate, and shall be credited with a minimum
9 of four (4) hours at the higher rate on each day they operate the higher level equipment.

10

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

15

16 **REFERENCE #16:** For mixing, record keeping, and application of pesticides by a
17 licensed Department of Transportation spray operator. Basic salary plus the hourly
18 difference between step M of the Highway Maintenance Worker 2 Technician 3 class and
19 step M of the salary range representing a four-range increase over the Highway
20 Maintenance Worker 2 Technician 3 class. Employees who are responsible for actual
21 mixing, record keeping, and spraying of pesticide as documented by completion and
22 signature of a "Pesticide Application Record" shall be paid for actual hours of operation
23 that continues for at least one (1) hour. Mixing, record keeping, and application of
24 pesticides that last for less than one (1) hour shall not qualify employees for assignment
25 pay.

26

27 **REFERENCE #17:** Payable to DSHS staff in classification below the Truck Driver salary
28 range when they are qualified to operate, and are operating equipment, which is on the
29 DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary range
30 plus four (4) ranges. If the first step of the range for the equipment exceeds the four (4)

1 range AP, then the first step shall be paid. Payable for the greater of actual operating time
2 or two (2) hours. Applicable only to the Department of Social and Health Services.

3
4 **REFERENCE #18:** Employees in any position whose current assigned job responsibilities
5 include proficient use of written and oral English and proficiency in speaking and/or
6 writing one or more foreign languages, American Sign Language, or Unified English
7 Braille, provided that proficiency or formal training in such additional language is not
8 required in the specifications for the job class. Basic salary plus two (2) ranges.

9
10 **REFERENCE #20:** Basic salary plus four (4) ranges for certified asbestos workers while
11 they are required to wear and change into or out of full-body protective clothing and
12 pressurized respirator.

13
14 **REFERENCE #21:** Basic salary plus four (4) ranges for a minimum of four (4) hours per
15 working day when assigned to perform repairs or maintenance on the Tacoma Narrows
16 Bridge excluding routine maintenance or roadway, sidewalks, railing, bridge approaches,
17 signs, etc.

18
19 **REFERENCE #22:** Basic salary plus four (4) ranges for a minimum of four (4) hours per
20 working day while either operating an under-bridge inspection truck (UBIT) from the
21 bucket or while serving as back-up operator on the bridge deck.

22
23 **REFERENCE #24:**

24 **Part A** - Within the Department of Ecology, basic salary range plus four (4) ranges to
25 designated employees permanently assigned to the Emergency Spill Response Team.

26 **Part B** - Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for
27 each hour on duty in the assigned duty week outside of normal work hours to designated
28 employees not permanently assigned to the Emergency Spill Response Team.

29
30 **REFERENCE #25:** Basic salary plus two (2) ranges for crime lab support staff performing
31 evidence handling activities.

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REFERENCE #26: Within the Department of Fish and Wildlife, basic salary plus four (4) ranges for employees with a Class A or Class B Commercial Driver's License performing the following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL truck for authorized maintenance, fish loading or unloading, pre and post trip inspections, and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter on an hour-for-hour basis, rounded up to an hour.

REFERENCE #27: Assignment pay in the amount of three percent (3%) of the employee's current monthly salary shall be paid to designated forensic scientist of the Washington State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.

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

REFERENCE #35: Basic salary plus two (2) ranges for each day that an eligible employee is assigned the role of the Presiding Steward for the Washington Horse Racing Commission.

REFERENCE #36: Basic salary range plus four (4) ranges while performing back flow valve testing.

REFERENCE #37B (WFSE Only): Excluding employees whose assigned duties are classification specific or position specific, within the Washington State Parks and Recreation Commission, Liquor and Cannabis Board, Department of Children, Youth and Families, and the Department of Social and Health Services, certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or pistol

1 maintenance, will be compensated an additional ten dollars (\$10.00) per hour, over and
2 above regular salary and benefits, for every hour engaged in giving instruction to or in
3 receiving re-certification training. Pistol maintenance instructors are eligible for this
4 additional compensation when they are instructing in a classroom setting, providing one-
5 on-one instruction or repairing at the firing range.

6
7 **REFERENCE #39:** Construction and Maintenance Project Lead and Construction and
8 Maintenance Project Supervisor positions assigned to marine crew will be compensated
9 ten percent (10%) of their base pay and will be credited with a minimum of four (4) hours
10 at the higher rate on each day they operate Class C equipment.

11
12 **REFERENCE #40:** Base salary plus four (4) ranges will be paid to Department of
13 Transportation employees in the northwest region permanently assigned to the I-90 tunnel
14 and are responsible to monitor, maintain, and operate the highly complex and specialized
15 tunnel systems located only at the I-90 tunnel.

16
17 **REFERENCE #43:** Basic salary range plus four (4) ranges shall be paid to Department of
18 Licensing employees who have successfully completed the DOL-sponsored Enhanced
19 Drivers License Training Course and have been qualified and permanently assigned to
20 denote US Citizenship and issue a Washington State enhanced driver's license or enhanced
21 identification card.

22
23 **REFERENCE #48:** Basic salary plus four (4) ranges will be paid to Department of
24 Transportation employees when removing illegal encampments within State Right of Way.

25
26 **REFERENCE #49:** Base salary plus two dollars (\$2.00) per hour for Department of
27 Transportation employees permanently or temporarily assigned to crews that maintain
28 designated corridors on night shift because heavy congestion on the roadway prevents these
29 activities from occurring during the day. Employees temporarily assigned to night shift to
30 perform snow and ice removal do not qualify for the premium.

1 **REFERENCE #50:** Within the Department of Corrections (excluding those assigned to
2 the Training and Development Unit and Emergency Operations Unit), certified instructors
3 of defensive tactics, firearms, and pistol maintenance, will be compensated an additional
4 fifteen dollars (\$15.00) per hour, over and above regular salary and benefits, for every hour
5 engaged in giving instruction to or in receiving re-certification training.

6
7 **REFERENCE #51:** Within the Department of Enterprise Services, basic salary plus two
8 (2) ranges for work assigned on and/or testing of high voltage distribution systems of 751
9 volts or more and will be rounded up to the nearest hour.

10
11 ~~**REFERENCE #52:** Within the Department of Transportation, basic salary plus six (6)~~
12 ~~ranges will be paid to Rest Area Attendant—Transportation employees when they are~~
13 ~~qualified and performing ferry operator assistant duties on the Keller ferry. Employees~~
14 ~~shall be paid for actual hours performing ferry operator assistant duties.~~

15
16 **REFERENCE #53:** Within the Liquor and Cannabis Board and the Washington State
17 Parks and Recreation Commission, basic salary plus three (3) ranges for performing duties
18 as a Field Training Officer (FTO). Such duties will be assigned in writing and as directed
19 by management.

20
21 **REFERENCE #55:** Basic salary plus one (1) range for Security Guards and Residential
22 Rehabilitation Counselors within the Department of Social and Health Services that are
23 assigned to the Special Commitment Center (SCC) firefighting response team.

24
25 **REFERENCE #56:** Within the Department of Labor and Industries, conditional to serious
26 hazard exposure as defined by RCW 49.17.180(6): Industrial Hygienists and Safety &
27 Health Specialists are paid base salary plus four (4) ranges for each hour they are required
28 to use personal protective equipment (excluding hard hat, boots, hearing and eye
29 protection) to enter a hazardous workspace worksite to conduct, inspect or investigate a
30 fatality or where serious incident that still has the hazards are present, and is unsecured.

31

1 REFERENCE #59: Basic salary plus two (2) ranges shall be paid to trained and qualified
2 employees who are assigned members of the following designated specialty teams:
3 Emergency Response Team (ERT), Special Emergency Response Team (SERT), Inmate
4 Recovery Team (INT), Crisis Negotiation Team (CNT) and Critical Incident Stress
5 Management (CISM). Assignment pay under this reference shall be paid on an hour for
6 hour basis for every hour worked during an authorized team related assignment or training.

7
8 ~~REFERENCE #61: Basic salary plus two (2) ranges shall be paid to trained and qualified~~
9 ~~employees who are assigned members of the designated Department of Corrections Critical~~
10 ~~Incident Stress Management (CISM) specialty team. Assignment pay under this reference~~
11 ~~shall be paid on an hour for hour basis for every hour worked during an authorized team~~
12 ~~related assignment or training. (abolished at 2/8/2018 Dir. Mtg)~~

13
14 REFERENCE #XX: Within the Washington State Patrol, basic salary plus two (2)
15 ranges shall be paid to Northwest High Intensity Drug Trafficking Area employees for
16 performing criminal intelligence and investigative analysis work. Activities include de-
17 confliction communications with other government public safety agencies for officer
18 safety, developing criminal link to associates and family members for known or potential
19 criminal activities, and interviewing individuals and their attorneys.


20
21 REFERENCE #XY: For certified Department of Transportation employees in positions
22 permanently assigned duties that include tree evaluation and felling. Basic salary plus the
23 hourly difference between step M of the Highway Maintenance Worker 2 class and step
24 M of the salary representing a four (4) range increase over the Highway maintenance
25 Worker 2 class for each hour evaluating and/or tree felling trees greater than 6 inches in
26 diameter.

27 **TENTATIVE AGREEMENT REACHED**

28 **For the Union:**

28 **For the Employer:**

29
30 
31 AMY SPIEGEL 9/11/18
DATE

30 
31 JOHN VENCILL 9/11/18
DATE

1
2 **APPENDIX Q**

3 **SPECIAL PAY RANGES AND NOTES**

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

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

13
14 **“D” RANGE:** This range is a single rate per hour equivalent to the State's minimum wage.
15 It is payable to employees who have dog handler assignments, and only while they are off
16 duty, but are still required to care for the dog in their charge (usually at home). Work time
17 to be paid at "D" range includes but is not limited to time required for daily feeding,
18 exercising, grooming, and emergency health care of the dog, and care and cleaning of the
19 kennel.

20
21 **“G” RANGE:** This range is used for classes having a prevailing pay range which is shorter
22 than Washington’s standard ranges. A “G” range is a standard range with the first six steps
23 removed. Thus, the first step of such a range is the same as Step G of the standard range
24 having the same range number. Periodic increases are made at the same intervals as through
25 standard ranges.

26
27 **“GS1” RANGE:** This range applies to the following specific job classes:
28 Physician 2, Physician 3, Psychiatric Social Worker 2, and Psychiatric Social Worker 3.
29 Periodic increases are made at the same intervals as through standard ranges.

1 **“I” RANGE:** This range is five (5) ranges higher than the range approved for Lottery
2 District Sales Representative and it may be applied only to those classifications. Use of this
3 range is limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks
4 for any program; (b) may not exceed four (4) programs in any consecutive twelve (12)
5 months; (c) require achievement of specific goals which are set for each program by the
6 lottery, such goals to be in excess of normal performance standards for the class.

7
8 The Lottery is authorized to compensate individual employees on the “I” range for not
9 more than three (3) months as a result of any one (1) sales incentive program, with the
10 number of months stipulated in the incentive program announcement. Within these limits,
11 movement of any employee to and from the “I” range will be at the discretion of the
12 Lottery, and shall be from and to the same step, subject to change by the employee’s
13 periodic increment date.

14
15 **“J” RANGE:** This range is a single rate per hour equivalent to range 62, step K. Use is
16 limited to Lottery employees who volunteer and are selected for lottery drawing duty as
17 one (1) of the following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security
18 Official (LSO); or (c) the Headquarters Drawing Official (HDO), as described under
19 Lottery procedures.

20 Employees performing these functions during their normal working shift will not be
21 eligible for “J” range compensation. Employees performing these functions outside of their
22 shift will be compensated by the “J” rate on an hourly basis with a two (2)-hour minimum
23 per drawing period.

24
25 **“N1” RANGE:** This range applies to nurses represented by the Washington Federation of
26 State Employees and is used for classes requiring licensure as a registered nurse and having
27 a prevailing pay range which is longer than Washington’s standard ranges. An “N1” range
28 is a standard range, step A through K, with ten (10) added steps, L through U. Periodic
29 increases through step K of these ranges are made at the same intervals as through standard
30 ranges. Thereafter, an employee receives a one-step increase based on up to the maximum
31 step of the range.

1 **“CC” RANGE:** This range applies to specific job classes in the Department of
2 Corrections. The specific job classes are: Community Corrections Assistant, Community
3 Corrections Officers 1-3, Community Corrections Specialists, Corrections Specialist 3,
4 Correctional Mental Health Counselors 2 and 3, Corrections & Custody Officer 2 and 3,
5 and Correctional Hearings Officer 3 and 4. Periodic increases are made at the same
6 intervals as through standard ranges.

7
8 **“IT” Range:** This range applies to the job classifications in the Information Technology
9 (IT) Professional structure.

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26 **TENTATIVE AGREEMENT REACHED**

27 **For the Union:**

28 
29 _____ 9/10/18
30 **AMY SPIEGEL** **DATE**

For the Employer:



JOHN VENCILL **DATE** 9/10/18

1 **APPENDIX R**

2 **WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTIES**

3 **R.1 Fire Duty Compensation – Department of Natural Resources (DNR)**

4 The provisions of this Appendix apply to DNR employees when performing wild
5 fire suppression, DNR Fire Training Academy implementation, or other emergency
6 duties under the incident command system.

7
8 **R.2 Fire Season Work Schedules**

9 While the state's fire season is in effect, work schedules for wild fire suppression
10 personnel may be assigned that are other than Monday through Friday and 8:00 am
11 to 4:30 pm. Such fire season schedules will provide for equitable rotation if
12 requested by a majority of the affected employees.

13
14 For those employees whose permanent or temporary duty station is a correctional
15 facility, DNR will establish by April 15 each year a priority list for assigning
16 overtime when assignments are not determined by closest forces. Employees may
17 request to drop to the bottom of such priority list for a specified length of time with
18 reasonable notice to their first-line management supervisor. The priority list will be
19 posted in a place visible to employees.

20
21 **R.3 Rotational Fire Duty Standby**

22 While the state's fire season is in effect, separate rotational standby schedules may
23 be established for the incident command system positions of Division Supervisor,
24 Task Force Leader, and Resource Boss. If established, the rotational schedules
25 would be posted in region and division offices and updated weekly. Actual rotation
26 would not begin or continue except as authorized by the Employer. The Employer
27 will make pagers or similar communication devices available to employees if on
28 rotational standby for deployment as a Division Supervisor, Task Force Leader, or
29 Resource Boss.

30

1 **R.4 Agreement Applies to All Deployments**

2 A. Wild fire suppression working conditions as specified in this Agreement are
3 considered usual and customary in any wild fire suppression operation to
4 which the Employer has deployed employees.

5
6 B. On all fires, DNR will designate a knowledgeable agency representative or
7 contact to ensure compliance with provisions of this Agreement.

8
9 **R.5 Length of Deployment**

10 A. The Employer retains sole authority to dispatch employees to fires even
11 when dispatched to inter-agency fires.

12
13 B. Employees will receive one day of rest and recuperation after ten (10) consecutive
14 days of deployment away from the duty station for wildfire suppression duty. If an
15 employee is unable to be scheduled for the rest and recuperation day during
16 deployment and can continue to work safely, the rest and recuperation day will
17 occur on the first calendar day after returning from fire duty to the employee's
18 regular duty station.

19
20 If an employee's deployment for wildfire suppression exceeds twenty-one (21)
21 days, an additional rest and recuperation day will be earned. If the employee was
22 unable to take the first rest and recuperation day after 10 consecutive days, both
23 rest and recuperation days will occur on the first calendar day after returning from
24 fire duty to the employee's regular duty station..

25
26 ~~B. If not released from wild fire suppression duty by the tenth (10th)~~
27 ~~consecutive day following deployment away from their duty station,~~
28 ~~employees will be scheduled for rest and recuperation and will be~~
29 ~~unavailable for work assignments for twenty-four (24) hours. This rest and~~
30 ~~recuperation period is intended to occur no later than the fourteenth (14th)~~

~~consecutive calendar day after the initial deployment. If not released from wildlife suppression duty by the twenty-first (21st) consecutive day following deployment away from the duty station, the employee will be scheduled for an additional rest and recuperation period. This additional rest and recuperation period is intended to occur no later than the twenty-second (22nd) consecutive calendar day after the initial deployment.~~

C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating the consecutive days of deployment in Subsection B above. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.

D. When a rest and recuperation period as discussed above does not occur because of scheduling considerations before release from fire suppression duty away from an employee's duty station, the employee will take rest and recuperation miscellaneous leave on the first calendar day after returning from fire duty to the employee's regular duty station.

E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Region/Division Manager, the DNR Resource Protection Division Manager, and the employee. Approval to extend fire duty deployment beyond fourteen (14) consecutive calendar days will include provision for scheduling a rest and recuperation period if not already taken at the earliest opportunity consistent with safety and scheduling considerations.

R.6 Normal Rest Periods

When an employee is deployed under the incident command system to wild fire suppression duty, it is normally appropriate to grant a reasonable rest period after

1 twelve (12) hours of fire line duty. Except when precluded by extraordinary
2 circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.
3

4 **R.7 Fit for Duty**

5 As in all other instances, employees while deployed to wild fire suppression and/or
6 other emergency duty under the incident command system are responsible within
7 their means to be physically able to resume their duties at the start of each work
8 shift.
9

10 **R.8 Fire Camp**

11 A. DNR employees are not required to remain in wild fire base camp during
12 off duty hours.
13

14 B. When a wild fire suppression base camp is established for overnight
15 operation and one-way travel to the nearest community does not
16 unreasonably exceed one (1) hour, the Employer will, except when
17 precluded by extraordinary circumstances, provide for round trip
18 transportation to the nearest community for employees who are off duty.
19

20 **R.9 Laundry Services**

21 After five (5) consecutive calendar days away from their duty station, employees
22 deployed to emergency duty under the incident command system will be entitled to
23 laundry services until released from emergency duty. If contracted laundry services
24 are not provided, employees will be reimbursed for laundry costs incurred pursuant
25 to Office of Financial Management, State Administrative and Accounting Manual,
26 Subsection 10.60.10.
27

28 **R.10 Return to Normal Duties**

1 A. Upon return to normal duties following release from extended emergency
2 duty under the incident command system, the Employer will provide work
3 for an employee during regular scheduled hours if there is work that the
4 employee can perform safely and productively. If in the immediate
5 supervisor's judgment, there is not work that the employee can safely and
6 productively perform, the immediate supervisor will direct the employee to
7 go off duty and will notify the employee when scheduled to return to duty.
8 If an employee is directed to rest at the duty station, the directed rest time
9 at the duty station is duty time.

10

11 B. If an employee returning from extended emergency duty under the incident
12 command system is directed to go off duty or desires to go off duty, the
13 employee may request to be allowed to delay the start of his or her normal
14 schedule of regular hours and to make up regular shift hours during the
15 remainder of the workday or during the remainder of the workweek without
16 incurring overtime. The Employer will within reason approve such
17 employee requests. The Union acknowledges there may be circumstances
18 that preclude approving a request. When regular hours are made up during
19 the remainder of the workday or during the remainder of the workweek, the
20 regular hours are paid at the straight time rate. If an employee returning
21 from extended emergency duty under the incident command system
22 requests to use accrued vacation leave, the Employer will within reason
23 approve the employee request.

24

25 **R.11 Meals**

26 A. All employees involved in fire suppression efforts who are required to
27 remain on duty after 7:00 p.m. are entitled to a nutritious meal and to an
28 additional meal for every four (4) hours of continuous work thereafter,

1 unless an unpaid meal period is provided. Employees who are traveling will
2 not stop for a meal in order to extend duty beyond 7:00 p.m.

3 B. In emergency situations, on short notice, when an employee is required to
4 report for duty three (3) or more hours prior to his or her normal work shift,
5 the employee is entitled to a nutritious meal.

6 C. Meal delivery requirements may be flexible to facilitate a hot or a better
7 quality meal at a camp or restaurant (in lieu of a cold lunch) at the option of
8 a majority of the employees involved.

9

10 **R.12 Sleeping Bags**

11 On a project fire, each employee who remains at the site will be provided a sleeping
12 bag and a sleeping pad of good quality.

13

14 **R.13 Inclement Weather Facilities**

15 On a project fire during inclement weather, reasonably warm and dry facilities will
16 be provided as soon as possible for eating and sleeping.

17

18 **R.14 Shower Facilities**

19 On a project fire, shower facilities including soap will be made available as soon as
20 possible except when precluded by extraordinary circumstances.

21

22 **R.15 Air Quality**

23 Upon request, DNR will provide N-95 particulate masks for use in fire camps.
24 Particulate masks may not be used on the fire lines. DNR commits to further
25 discussions with the union regarding firefighter respiratory health.

26

27 **TENTATIVE AGREEMENT REACHED**

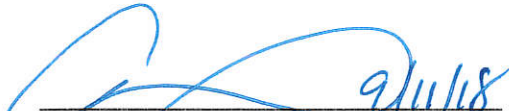
28 **For the Union:**

For the Employer:

29

30

31



AMY SPIEGEL DATE 9/11/18



JOHN VENCILL DATE 9/10/18

1 **APPENDIX S**

2 **JOB CLASSIFICATIONS – TWELVE MONTH PROBATIONARY PERIOD**

3
4 **1. Arts Commission**

5 Administrative Assistant 3 and 4
6 Information Technology Specialist 3
7 Preservation and Museum Specialist 4
8 Office Assistant 3

9
10 **2. Department of Agriculture**

11 Agricultural Aide
12 Agricultural Inspector 1, 2, and 3 (Seed Inspection Program only)
13 Brand Inspector 1
14 Laboratory Assistant 1 and 2
15 Plant Services Specialist 1 and 2
16 Program Assistant (Fruit and Vegetable Inspection Program only)
17 Program Specialist 2 (Fruit and Vegetable Inspection Program only)

18
19 **3. Department of Children, Youth and Families**

20 Social Service Specialist 1, 2, 3 and 4

21
22 **3.4. Department of Corrections**

23 Community Corrections Officer 1

24
25 **5. Department of Labor & Industries**

26 Industrial Hygienists 2, 3, 4 (DOSH only)
27 Safety and Health Specialists 1, 2, 3, 4 (DOSH only)

28
29 **4.6. Department of Licensing**

30 Business and Professions Auditor 1, 3, and 4

1 Vehicle Service Liaison Officer 1 and 2

2

3 **5.7. Department of Social and Health Services**

4 Adult Training Specialist 1

5 Attendant Counselor 1

6 Claims Officer 1 – Department of Social and Health Services

7 DDS Adjudicator 1

8 Developmental Disabilities Case/Resource Manager Trainee

9 Financial Services Specialist 2 (9 months, excluding HCS)

10 Financial Services Specialist 2 (HCS only)

11 Maintenance Technician 1

12 Maintenance Trainee

13 Procurement and Supply Specialist 1

14 Social Service Specialist 1, 2, 3, and 4

15 Support Enforcement Officer 1

16 Vocational Rehabilitation Counselor 2 and 3

17 Vocational Rehabilitation Regional Program Counselor

18

19 **6.8. Department of Transportation**

20 Maintenance Trainee

21 Maintenance Technician 1, 2, and 3

22

23 **7.9. Horse Racing Commission**

24 Racing License Specialist

25 Racing Official Assistant

26 Racing Official 1 and 2

27 Racing Pari-Mutuel Inspector

28 Racing Steward

29

30 **8.10. Liquor and Cannabis Board**

31 LCB Enforcement Officer 2

1
2 **911. Office of the Insurance Commissioner**

3 Health Insurance Advisor 1 and 2
4

5 **1012. Parks and Recreation Commission**

6 Park Ranger 1 2, 3, and 4

7 **11.13. Services for the Blind**

8 Vocational Rehabilitation Counselor 3 and 4

9 **14. Utilities and Transportation Commission**

10 Transportation Engineer 3 (Federal Rail Inspectors)

11 Rail Carrier Compliance Specialist (State Rail Inspectors)

12 Investigator 3 (Motor Carrier Inspectors)

13 Energy/Utilities Engineer 3 (Pipeline Inspectors)

14 **1215. Washington State Patrol**

15 Forensic Scientist 1, 2, 3, 4, and 5

16 Fingerprint Technician 1 and 2
17
18

19 **TENTATIVE AGREEMENT REACHED**

20 **For the Union:**

20 **For the Employer:**

21
22 
23 _____
24 **AMY SPIEGEL**

DATE

21
22 
23 _____
24 **JOHN VENCILL**

DATE

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

GENERAL SERVICE (GS) INCREASES		New Range or Range Increases Effective 7/1/2019
NEW	Administrative Hearings Specialist	Range 55
NEW	Administrative Hearings Supervisor	Range 58
NEW	Agricultural Commodity Inspector 1	Range 32
568I	Agricultural Commodity Inspector 2	Range 36
568J	Agricultural Commodity Inspector 3	Range 42
568K	Agricultural Commodity Inspector 4	Range 46
NEW	Agricultural Commodity Inspector 5	Range 53
568L	Agricultural Commodity Inspection Supervisor	Range 56
120C	Apprenticeship Consultant 3	4 ranges
120D	Apprenticeship Consultant 4	4 ranges
New	Assistant Deputy State Fire Marshal	Range 48
<u>345F</u>	<u>Attendant Counselor 1</u>	<u>2 ranges</u>
<u>345G</u>	<u>Attendant Counselor 2</u>	<u>2 ranges</u>
<u>345H</u>	<u>Attendant Counselor 3</u>	<u>2 ranges</u>
158B	Audit Specialist – DOT 2	2 ranges
158C	Audit Specialist – DOT 3	3 ranges
158D	Audit Specialist – DOT 4	4 ranges
147D	Budget Analyst 4	3 ranges
NEW	Data Consultant 1	Range 43
NEW	Data Consultant 2	Range 46
NEW	Data Consultant 3	Range 52
NEW	Data Consultant 4	Range 58
<u>351X</u>	<u>Developmental Disability Administrator</u>	<u>2 ranges</u>
NEW	DDS Adjudicator 4	Range 58
168L	DDS Adjudicator 5	3 Ranges

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

<u>311E</u>	<u>Dietician 1</u>	<u>2 Ranges</u>
<u>311F</u>	<u>Dietician 2</u>	<u>2 Ranges</u>
391O	Elevator Inspector 2	2 Ranges
NEW	Elevator Inspector 3	Range 66
391P	Elevator Inspector Supervisor/Technical Specialist	5 Ranges
542S	Environmental Planner 2	2 Ranges
<u>542T</u>	<u>Environmental Planner 3</u>	<u>2 Ranges</u>
<u>542U</u>	<u>Environmental Planner 4</u>	<u>2 Ranges</u>
<u>542V</u>	<u>Environmental Planner 5</u>	<u>2 Ranges</u>
600J	Equipment Technician 2	2 Ranges
653P	Ferry Operator Assistant	2 Ranges
652P	Ferry Operator	2 Ranges
652Q	Ferry Operator Senior	2 Ranges
165G	Financial Services <u>Public Benefits</u> Specialist 1	2 Ranges
165H	<u>Public Benefits</u> Financial Services Specialist 2	2 Ranges
165I	<u>Public Benefits</u> Financial Services Specialist 3	3 Ranges
165J	<u>Public Benefits</u> Financial Services Specialist 4	3 Ranges
165K	<u>Public Benefits</u> Financial Services Specialist 5	3 Ranges
143L	Fiscal Analyst 4	2 Ranges
143M	Fiscal Analyst 5	3 Ranges
<u>151E</u>	<u>Fiscal Specialist 1</u>	<u>1 Range</u>
<u>148M</u>	<u>Fiscal Technician 2</u>	<u>2 Ranges</u> <u>(includes 1</u> <u>Range from</u> <u>Appen J)</u>
NEW	Grain Sampler/Weigher	Range 36
NEW	Grain Inspector 1	Range 42

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

NEW	Grain Inspector 2	Range 46
NEW	Grain Inspector 3	Range 50
NEW	Grain Inspector Supervisor	Range 54
NEW	Grain Warehouse Examiner	Range 53
NEW	Grain Warehouse Examiner Senior	Range 56
NEW	Health Record Technician 1	Range 44
NEW	Health Record Technician 2	Range 49
<u>621L</u>	<u>Heating, Ventilation and Air Conditioning Technician</u>	<u>2 Ranges</u>
<u>621J</u>	<u>Heating, Ventilation and Air Conditioning Supervisor</u>	<u>2 Ranges</u>
NEW/596P	Highway Maintenance Worker 1	Range 38E
NEW/596Q	Highway Maintenance Worker 2	Range 46E
NEW/596R	Highway Maintenance Worker 3	Range 51E
NEW	Highway Maintenance Worker 4	Range 53E
NEW/596T	Highway Maintenance Worker Supervisor	Range 55E
<u>427P</u>	<u>Investigator 1</u>	<u>1 Range</u>
NEW	IT Support Technician 1	Range 42
NEW	IT Support Technician 2	Range 46
<u>355E</u>	<u>Juvenile Rehabilitation Counselor Assistant</u>	<u>3 Ranges</u>
<u>385R</u>	<u>Juvenile Rehabilitation Security Manager</u>	<u>2 Ranges</u>
<u>385P</u>	<u>Juvenile Rehabilitation Security Officer 1</u>	<u>2 Ranges</u>
<u>385Q</u>	<u>Juvenile Rehabilitation Security Officer 2</u>	<u>2 Ranges</u>
262J	Library & Archives Paraprofessional 2	2 Ranges
262M	Library & Archives Paraprofessional 5 4	4 Ranges
261A	Library & Archives Professional 1	5 Ranges
<u>286B</u>	<u>Licensed Practical Nurse 2</u>	<u>4 Ranges</u>

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

<u>286D</u>	<u>Licensed Practical Nurse 4</u>	<u>4 Ranges</u>
<u>458F</u>	<u>Licensing Services Representative 2</u>	<u>2 Ranges</u>
<u>458G</u>	<u>Licensing Services Representative 3</u>	<u>2 Ranges</u>
<u>458H</u>	<u>Licensing Services Representative 4</u>	<u>2 Ranges</u>
<u>459I</u>	<u>Licensing Services Manager 1</u>	<u>2 Ranges</u>
283E	Long Term Care Surveyor	4 Ranges
<u>626J</u>	<u>Maintenance Mechanic 1</u>	<u>2 Ranges</u>
<u>626K</u>	<u>Maintenance Mechanic 2</u>	<u>1 Range</u>
<u>626L</u>	<u>Maintenance Mechanic 3</u>	<u>1 Range</u>
<u>287E</u>	<u>Nursing Assistant</u>	<u>4 Ranges</u>
<u>287F</u>	<u>Nursing Assistant Lead</u>	<u>4 Ranges</u>
<u>287D</u>	<u>Nursing Assistant Residential Living</u>	<u>4 Ranges</u>
<u>348N</u>	<u>Psychiatric Child Care Counselor 1</u>	<u>4 Ranges</u>
<u>348O</u>	<u>Psychiatric Child Care Counselor 2</u>	<u>4 Ranges</u>
<u>348P</u>	<u>Psychiatric Child Care Counselor 3</u>	<u>4 Ranges</u>
<u>286E</u>	<u>Psychiatric Security Nurse</u>	<u>4 Ranges</u>
<u>344F</u>	<u>Rehabilitation Technician 2</u>	<u>4 Ranges</u>
109K	Management Analyst 3	2 Ranges
109L	Management Analyst 4	2 Ranges
109M	Management Analyst 5	3 Ranges
NEW	Medical Coding Specialist	Range 44
NEW	Medical Program Assistant	Range 37
523U	Natural Resource Specialist 3	1 Range
NEW	Operations Research Specialist	Range 68
165E	Quality Control Specialist	5 Ranges
174E	Revenue Agent 1	2 Ranges
<u>385L</u>	<u>Security Guard 2</u>	<u>2 Ranges</u>
<u>385M</u>	<u>Security Guard 3</u>	<u>2 Ranges</u>
<u>349E</u>	<u>Social and Health Program Consultant 1</u>	<u>2 Ranges</u>

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

<u>349H</u>	<u>Social and Health Program Consultant 4</u>	<u>2 Ranges</u>
NEW	Social Service Specialist 4	Range 58
351R	Social Service Specialist 5	2 Ranges
453I	State Metrologist	6 Ranges
178E	Support Enforcement Technician	2 Ranges
178F	Support Enforcement Officer 1	2 Ranges
178G	Support Enforcement Officer 2	2 Ranges
178H	Support Enforcement Officer 3	2 Ranges
178I	Support Enforcement Officer 4	2 Ranges
NEW	Technical Training Consultant	Range 58
<u>632J</u>	<u>Truck Driver 2</u>	<u>3 Ranges</u>
<u>632K</u>	<u>Truck Driver 3</u>	<u>3 Ranges</u>
117I	Warehouse Operator 1	3 Ranges
117J	Warehouse Operator 2	2 Ranges
117K	Warehouse Operator 3	2 Ranges
NEW	Wildland Fire Operations Technician 3	Range 49
NEW	Wildland Fire Operations Technician 4	Range 53
NEW	Wildland Fire Program Coordinator 1	Range 57
NEW	Wildland Fire Program Coordinator 2	Range 60
351N	Workfirst Program Supervisor	2 Ranges

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

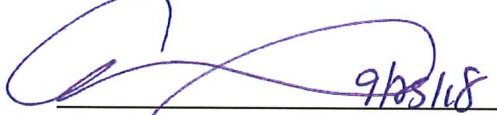
N1 INCREASES		New Range or Range Increases Effective 7/1/2019
NEW	Physician Assistant Certified - Lead	Range 76N
291F	Advanced Registered Nurse Practitioner - Lead	4 Ranges <u>6 Ranges</u>

APPENDIX T
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

COMMUNITY CORRECTIONS "CC" INCREASES		New Range or Range Increases Effective 7/1/2019
383E	Community Corrections Assistant	3 ranges
NEW	Corrections Specialist Assistant	Range 39
NEW	Corrections Specialist 4	Range 61

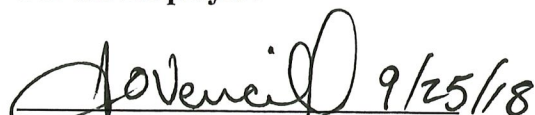
TENTATIVE AGREEMENT REACHED

For the Union:



AMY SPIEGEL 9/25/18
DATE

For the Employer:



JOHN VENCILL 9/25/18
DATE

APPENDIX U

**NEW CLASSIFICATIONS ASSOCIATED WITH
 THE INFORMATION TECHNOLOGY (IT) PROFESSIONAL STRUCTURE**

IT PROFESSIONAL JOB FAMILY CLASSIFICATIONS		New Range Effective 7/1/2019
NEW	Application Development - Entry	Range 4
NEW	Application Development - Journey	Range 5
NEW	Application Development - Senior/Specialist	Range 8
NEW	Application Development - Expert	Range 10
NEW	Application Development - IT Manager	Range 10
NEW	Application Development - Senior IT Manager	Range 11
NEW	Customer Support - Entry	Range 1
NEW	Customer Support - Journey	Range 3
NEW	Customer Support - Senior/Specialist	Range 5
NEW	Customer Support - IT Manager	Range 8
NEW	Data Management - Entry	Range 2
NEW	Data Management - Journey	Range 6
NEW	Data Management - Senior/Specialist	Range 7
NEW	Data Management - Expert	Range 9
NEW	Data Management - IT Manager	Range 10
NEW	Data Management - Senior IT Manager	Range 11
NEW	IT Architecture - Journey	Range 4
NEW	IT Architecture - Senior/Specialist	Range 9
NEW	IT Architecture - Expert	Range 11
NEW	IT Architecture - IT Manager	Range 10
NEW	IT Architecture - IT Senior Manager	Range 11
NEW	IT Business Analyst - Entry	Range 3
NEW	IT Business Analyst - Journey	Range 5
NEW	IT Business Analyst - Senior/Specialist	Range 7
NEW	IT Business Analyst - Expert	Range 9
NEW	IT Business Analyst - IT Manager	Range 9

APPENDIX U

**NEW CLASSIFICATIONS ASSOCIATED WITH
 THE INFORMATION TECHNOLOGY (IT) PROFESSIONAL STRUCTURE**

NEW	IT Business Analyst - IT Senior Manager	Range 10
NEW	IT Policy and Planning – Entry	Range 2
NEW	IT Policy and Planning - Journey	Range 3
NEW	IT Policy and Planning - Senior/Specialist	Range 8
NEW	IT Policy and Planning - Expert	Range 9
NEW	IT Policy and Planning - IT Manager	Range 10
NEW	IT Policy and Planning - IT Senior Manager	Range 11
NEW	IT Project Management - Entry	Range 5
NEW	IT Project Management - Journey	Range 6
NEW	IT Project Management - Senior/Specialist	Range 8
NEW	IT Project Management - Expert	Range 10
NEW	IT Project Management - IT Manager	Range 10
NEW	IT Project Management - IT Senior Manager	Range 11
NEW	IT Security - Journey	Range 5
NEW	IT Security - Senior/Specialist	Range 8
NEW	IT Security - Expert	Range 11
NEW	IT Security - IT Manager	Range 10
NEW	IT Security - IT Senior Manager	Range 11
NEW	IT Vendor Management - Entry	Range 1
NEW	IT Vendor Management - Journey	Range 4
NEW	IT Vendor Management - Senior/Specialist	Range 7
NEW	IT Vendor Management - Expert	Range 8
NEW	IT Vendor Management - IT Manager	Range 10
NEW	IT Vendor Management - IT Senior Manager	Range 11
NEW	Network and Telecommunications - Entry	Range 3
NEW	Network and Telecommunications - Journey	Range 5
NEW	Network and Telecommunications - Senior/Specialist	Range 7
NEW	Network and Telecommunications - Expert	Range 9
NEW	Network and Telecommunications - IT Manager	Range 9

APPENDIX U

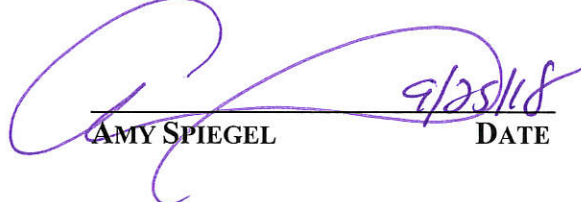
**NEW CLASSIFICATIONS ASSOCIATED WITH
THE INFORMATION TECHNOLOGY (IT) PROFESSIONAL STRUCTURE**

NEW	Network and Telecommunications - IT Senior Manager	Range 11
NEW	Quality Assurance - Entry	Range 3
NEW	Quality Assurance - Journey	Range 5
NEW	Quality Assurance - Senior/Specialist	Range 7
NEW	Quality Assurance - Expert	Range 8
NEW	Quality Assurance - IT Manager	Range 9
NEW	Quality Assurance - IT Senior Manager	Range 10
NEW	System Administration - Entry	Range 3
NEW	System Administration - Journey	Range 6
NEW	System Administration - Senior/Specialist	Range 7
NEW	System Administration - Expert	Range 8
NEW	System Administration - IT Manager	Range 9
NEW	System Administration - IT Senior Manager	Range 9

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE

JOHN VENCILL DATE

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

TELEWORK

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

Definition

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

Position Eligibility

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

Telework Requests and Agreements

An employee working in a telework suitable position may request to telework in accordance with agency policy. The Employer may consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's operating, business, and customer needs.

The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees in a telework eligible position may seek review of a denied request through their Appointing Authority.

Changes to Existing Telework Agreements

The Employer reserves the right to reduce, modify or eliminate an employee telework assignment based on business needs or if there are performance and/or attendance concerns, to include not complying with the terms of a telework agreement. The Employer will address changes to a telework agreement with the employee. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.

Eligibility, denial, modification or elimination of a telework agreement is not considered a schedule change and is not grievable under Article 29 of the Collective Bargaining Agreement.

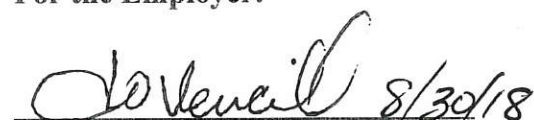
TENTATIVE AGREEMENT REACHED

For the Union:



AMY SPIEGEL 8/30/18
DATE

For the Employer:



JOHN VENCILL 8/30/18
DATE

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Return to 8-hour (or 9-hour or 10-hour) Schedules at DSHS Locations/Institutions

The parties agreed during negotiations for the 2019-2021 master agreement to eliminate the past practice of employees working 7.8, 8.8, and 9.8 hours.

ONE-TIME BUY-OUT

The payment amount will be \$1,750.00 for eligible employees as described in the ELIGIBILITY section below. This payment will be treated as wages for IRS purposes only, and subject to all mandatory federal deductions, withholdings and employer contributions, and will be reported on IRS Form W-2. The parties acknowledge and understand that this payment does not qualify as compensation earnable and therefore is not subject to retirement contributions or deductions. The method of disbursement will be discussed.

ELIGIBILITY

- Only permanent employees in positions historically working a 7.8, 8.8, or 9.8 work schedule on June 30, 2019 will be provided the one-time monetary buy-out. The Employer will determine those positions based on historical records/data.
- Permanent employees in a non-permanent position will only receive the buy-out if their permanent position has an affected schedule.
- Permanent part-time employees buy-out will be prorated based on their FTE.

- 1 • Probationary, trial service and in-training employees in affected positions hired
2 prior to July 1, 2019 will be eligible for the buy-out once they have successfully
3 completed their review periods.

4 **IMPACTS**

5 Any impacts of changes to the work shift will be discussed at each affected location prior
6 to implementation.

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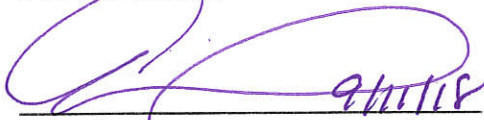
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25 **TENTATIVE AGREEMENT REACHED**

26 **For the Union:**

27 
28 _____
29 **AMY SPIEGEL** **DATE**

26 **For the Employer:**

27 
28 _____
29 **JOHN VENCILL** **DATE**

30

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **COMMERCIAL DRIVER’S LICENSE WELLNESS INCENTIVE**

7
8 The parties agree to the implementation of the following, provided an annual
9 monetary wellness program incentive is negotiated and funded in the applicable
10 Coalition of Unions, Health Care Benefits Amounts Agreement.


11
12 State employees who are required to have a Commercial Driver’s License (CDL)
13 must pass a federal CDL medical examination which determines if the employee is
14 physically qualified to drive a commercial motor vehicle. As an additional incentive
15 to encourage bargaining unit employees who are required to have a CDL to
16 participate in the state’s wellness program, the parties agree to an additional CDL
17 Wellness Incentive.

18
19 Effective July 1, 201~~9~~⁷ through June 29, 20~~2~~¹~~9~~, bargaining unit employees
20 required to have a CDL and who earn the annual wellness incentive(s) ~~for 2018~~
21 ~~and/or 2019~~ in accordance with the Public Employee Benefits Board requirements
22 will be eligible to earn an additional CDL Wellness Incentive equal to the annual
23 wellness incentive per the Agreement or one hundred twenty-five dollars (\$125.00),
24 whichever is the lesser amount.

25
26 **TENTATIVE AGREEMENT REACHED**

27 **For the Union:**

For the Employer:

28
29 
30 AMY SPIEGEL 8/14/18
DATE


JOHN VENCILL 8/14/18
DATE

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON**

4 **AND**

5 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **Addressing Paid Internships and/or Staff Development Opportunities**

7

8 The parties recognize the existence of increasing recruitment, retention, and workload
9 challenges within General Government agencies. Further, the parties recognize the value
10 of appointments for the purpose of staff development. As one component of working to
11 address the recruitment challenges, the parties agree to the following:

- 12
- 13 1. In addition to the provisions set forth in Article 4.5 A1, the Employer may make non-
14 permanent appointments for paid internships and/or staff development opportunities.
15 Non-permanent appointments made for paid internships may not be converted to
16 permanent appointments and may supplement, but not supplant, permanent positions.
17 Any conversion of a non-permanent appointment made for staff development must be
18 handled in accordance with Article 4.5 A 3. Non-permanent positions established for
19 paid internships are dependent on available funding.

20 Employees hired into non-permanent appointments for paid internships and/or staff
21 development opportunities will be assigned to a supervisor. The supervisor is responsible for
22 ensuring the employee receives training for the specific position and assigned job duties.

23
24

25 2. During the life of this MOU, the Employer will track all non-permanent appointments
26 made for the purposes of paid internships and/or staff development opportunities. This
27 data will be available to the Union upon request.


28
29 3. The parties will discuss the available data and negotiate any continuation of this MOU
30 during bargaining of the parties' ~~2019~~-2021 - 2023 Agreement.

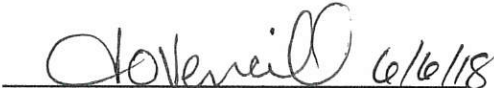
31
32 4. This MOU expires on June 29, ~~2019~~2021.

33
34
35 **TENTATIVE AGREEMENT REACHED**

36 **For the Union:**

For the Employer:

37
38 
39 _____
AMY SPIEGEL DATE


_____ 6/6/18
JOHN VENCILL DATE

40

1
2 **MEMORANDUM OF UNDERSTANDING**
3 **BETWEEN**
4 **THE STATE OF**
5 **WASHINGTON AND**
6 **WASHINGTON FEDERATION OF STATE**
7 **EMPLOYEES**

8
9 **Addressing Student Debt**

10 ~~The parties acknowledge that the Public Service Loan Forgiveness (PSLF) program is~~
11 ~~a valuable tool to assist current and future state employees to reduce their student loan~~
12 ~~debt. The state of Washington agrees to partner with WFSE to serve as a resource for~~
13 ~~all general government state employees with student debt to assist with recruitment and~~
14 ~~retention issues for state employees for whom public service employment is their~~
15 ~~passion and life goal.~~

- 16 ~~1. The Employer and the Union will, work cooperatively to establish a program for~~
17 ~~assisting current and potential employees to identify their options for minimizing~~
18 ~~existing student debt burdens through the PSLF program.~~
- 19 ~~2. The Employer will develop and produce, within six (6) months of the effective date of~~
20 ~~this Agreement, a program on the topic of student debt assistance. The program will~~
21 ~~include, but not be limited to: web-based training and in person training for employees~~
22 ~~with student debt, recruitment templates and materials, training for Human Resource~~
23 ~~staff, Recruiters and Payroll staff, and build relationships with the State's various~~
24 ~~colleges and universities.~~
- 25 ~~3. Interested employees will have the opportunity to view or attend the training for~~
26 ~~employees with student debt, on work time, once during the life of this Agreement.~~
- 27

1 ~~4. Upon request, the Employer will provide to the employee an employment certification~~
2 ~~and/or re-certification form for PSLF, with the employer sections completed.~~
3 ~~Employees are authorized a reasonable amount of work time and use of state equipment~~
4 ~~to access information regarding the PSLF and complete required forms.~~

5
6 ~~Dated August 30, 2016~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tina Peterson, Chief Negotiator~~

~~Greg Devereux, Executive Director~~

7

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TENTATIVE AGREEMENT REACHED

10

For the Union:

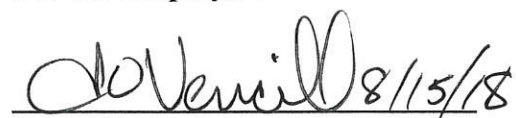
For the Employer:

11



AMY SPIEGEL 8/15/18
DATE

12



JOHN VENCILL 8/15/18
DATE

13

14

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

Regional Compensation Issues


The Employer and the Union will form a Regional Compensation Issues work group which will meet at least once per month for at least three (3) months to gather data to make informed recommendations regarding regional compensation issues across the state, particularly for King County. This work group will begin meeting as soon as possible.

This MOU takes effect upon the date of signature of the parties.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL 5/23/18
DATE



JOHN VENCILL 5/23/18
DATE

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1 **DELETE MOU AND ADD AS ARTICLE 36.8**

2 **MEMORANDUM OF UNDERSTANDING**

3 **BETWEEN**

4 **THE STATE OF WASHINGTON**

5 **AND**

6 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

7 **Addressing Workload Issues**

8 1. ~~— If an employee believes his or her workload is not achievable within the work time~~
9 ~~authorized by the Employer, the employee may seek the assistance of his or her~~
10 ~~supervisor. The supervisor is responsible for providing the employee with direction~~
11 ~~and guidance that may include the setting of priorities, adjustment of work, or other~~
12 ~~actions that will assist the employee in the accomplishment of his or her work~~
13 ~~assignments.~~

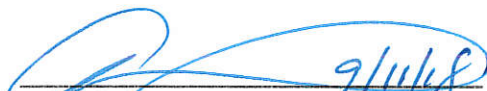
14 2. ~~— If the employee still has workload concerns after discussion with his or her~~
15 ~~supervisor, the employee may raise these concerns to his or her manager. If the~~
16 ~~workload concerns are similar across the work unit, the union may raise these issues~~
17 ~~at the appropriate Union Management Communications Committee under Article~~
18 ~~37 of the parties' collective bargaining agreement. If the work unit still has~~
19 ~~workload concerns across the work unit, the union may raise these issues with the~~
20 ~~Appointing Authority.~~

21 3. ~~— This MOU is not subject to the grievance procedure; however, the employee may~~
22 ~~file a complaint with their appointing authority or designee if the employee's~~
23 ~~supervisor or manager fails to discuss the employee's workload concerns with the~~
24 ~~employee.~~

25 **TENTATIVE AGREEMENT REACHED**

26 **For the Union:**

26 **For the Employer:**

27
28 
29 AMY SPIEGEL 9/10/18
DATE

27
28 
29 JOHN VENCILL 9/10/18
DATE

DEPARTMENT OF AGRICULTURE

~~Within the Department of Agriculture, the parties agree to the following:~~

- ~~1. In accordance with Article 21, the Employer will continue its practice for ensuring availability of identified agency required apparel items or equipment to employees.~~
- ~~2. Regarding the issuance of boots, the Grain Inspection Program will provide a boot reimbursement amount of up to two hundred dollars (\$200.00).~~


For the Employer

For the Union


TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE



JOHN VENCILL DATE

DEPARTMENT OF AGRICULTURE

1

2

3 An employee with less than forty (40) hours accumulated overtime in a month may be
4 excused from an involuntary overtime assignment once per month; provided the excused
5 overtime assignment does not interrupt service delivery and employees possessing the
6 required skills and abilities of the excused position(s) are available. This provision will
7 sunset June 30, ~~2019~~2021.

8

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TENTATIVE AGREEMENT REACHED

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For the Union:

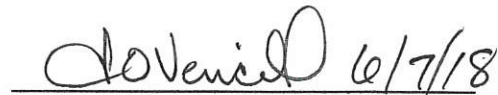
For the Employer:

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AMY SPIEGEL 6/7/18
DATE

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JOHN VENCILL 6/7/18
DATE

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DEPARTMENT OF AGRICULTURE

~~Due to the hiring of multiple employees at the same time into in-training programs within the Commodity Inspection Program. This MOU is intended to clarify seniority ties per Article 33.2, for those that start on the same day, in the same job classification, with the same unbroken state service date. Within the Department of Agriculture, the parties agree to the following clarification:~~

~~If two or more individuals are hired on the same day as in-training Program Assistants and pursuant to Article 33, are deemed tied in seniority, the employees will draw lots to break the tie in seniority. The respective lot draw will be determinative of seniority until one of the employees change job classification.~~

Dated April 27, 2016

For the Employer

For the Union

/s/

/s/

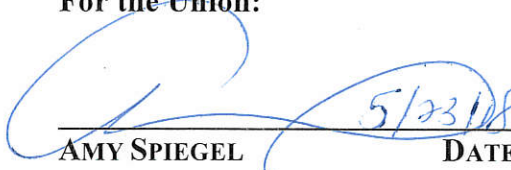
John Vencill, Labor Negotiator

Lewis Woods, WFSE


TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE

 5/23/18

JOHN VENCILL DATE

1 during the ~~2017-2019-2021~~ biennium, the award will not be implemented
2 unless or until the OFM Director determines that the award is financially
3 feasible for the DOC.

- 4 2. If the OFM Director determines an individual arbitration award under this
5 section is not financially feasible for the DOC, then the parties will either:
- 6 i. Enter negotiations for a mutually agreeable modification of the
7 award, or
 - 8 ii. The Union can request that the arbitration award be submitted to the
9 Legislature in the Governor's budget for funding to implement the
10 award. The award will not be implemented unless or until the
11 Legislature funds the arbitration award.

12 **Section 2. ~~2019-2021-2023~~ Department of Corrections Bargaining**

13 In accordance with RCW 41.80.010(2), the parties have agreed that ~~2019-2021-2023~~
14 supplemental bargaining for DOC employees will be conducted as follows:

- 15
- 16 A. The parties agree to at least five (5) days of negotiations.
17
 - 18 B. Bargaining over compensation-related issues will be limited to job classifications
19 that are unique to the DOC, including targeted wage increases related to those
20 classes only. Supplemental bargaining will not include any general wage increase,
21 or any general compensation-related issue such as shift premium, standby pay or
22 callback. Bargaining over compensation for job classifications not unique to DOC,
23 including any general wage increase or other general compensation-related issue
24 that would apply to DOC unique classifications, will take place during negotiation
25 sessions at the master table.
26
 - 27 C. Absent mutual agreement by the parties, proposals made at the supplemental table
28 will not be subject to bargaining at the master table; conversely, proposals made at
29 the master table will not be subject to bargaining at the supplemental table.
30

1 D. Any agreements reached for DOC employees will be reduced to writing and signed
2 by both parties to be incorporated into the WFSE ~~2019-2021~~ master collective
3 bargaining agreement.

4
5 E. In accordance with RCW 41.80.090, the parties have agreed to the following
6 impasse procedure for ~~2019-2021~~ DOC supplemental bargaining, provided the
7 proposals are limited to DOC employee issues:

8
9 1. By March ~~1,2,2020~~18 the parties will attempt to agree on an interest
10 arbitrator to be used in the event the parties are not successful in reaching
11 agreement on mandatory subjects through negotiations for a DOC
12 supplemental agreement ~~for the 2019-2021 biennium~~. The parties will
13 select an arbitrator by mutual agreement or by alternatively striking names
14 from a regional list of seven qualified arbitrators provided by the Federal
15 Mediation and Conciliation Service.

16
17 2. The fees and expenses of the arbitrator, the court reporter (if any) and the
18 cost of the hearing room (if any), will be shared equally between the parties.
19 Each party is responsible for the costs of its attorneys, representatives and
20 witnesses, and all other costs related to the development and presentation of
21 their case.

22
23 3. Immediately upon selecting an interest arbitrator, the parties shall cooperate
24 to reserve dates with the arbitrator for a potential hearing between August
25 1, ~~2020~~18 and September 15, ~~2020~~18. The parties shall also prepare a
26 schedule of at least five negotiation dates, absent an agreement to the
27 contrary.

28
29 4. The parties shall execute a written agreement before March 30, ~~2018~~, setting
30 forth the name of the arbitrator and the dates reserved for bargaining and
31 arbitration.

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5. The arbitrator is limited to considering proposals for DOC employees, subject to bargaining under RCW 41.80.020(1), and compensation for job classifications that are unique to the DOC only as provided in subsection (B) of this section. The arbitrator may consider only matters subject to bargaining under RCW 41.80.020(1), and may not consider those subjects under RCW 41.80.020(2) & (3) and RCW 41.80.040.

6. In making its determination, the arbitrator shall take into consideration the following factors:

- i. The financial ability of the DOC to pay for the compensation and benefit provisions of a collective bargaining agreement,
- ii. The constitutional and statutory authority of the employer;
- iii. Stipulations of the parties;
- iv. Comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours and conditions of employment of like personnel of like state government employers of similar size in the western United States;
- v. The ability of the DOC to retain employees;
- vi. Changes in any of the factors listed in this subsection during the pendency of the proceedings; and
- vii. Such other factors which are normally or traditionally taken into consideration in the determination of matters subject to bargaining under RCW 41.80.020(1).

F. The decision of an arbitrator under this section is subject to the October 1st deadline and financial feasibility provisions of RCW 41.80.010(3).

G. The decision of an arbitrator is not binding on the Legislature and, if the Legislature does not approve the funds necessary to implement provisions pertaining to the

1 compensation and fringe benefit provision of an interest arbitration award, the
2 provision are not binding on the State or the DOC.

3 H. The decision of an arbitrator will be incorporated into the parties' tentative
4 agreement of the ~~2019-2021~~ master collective bargaining agreement. The entire
5 ~~2019-2021~~ master collective bargaining agreement is subject to the October 1
6 deadline and financial feasibility provisions of RCW 41.80.010(3).

7
8 I. To the extent applicable, the parties intend that WAC Chapter 391-55 controls the
9 procedures for interest arbitration under this MOU.

10 **Section 3. Conflicts**

11 If a conflict exists between this MOU and WAC Chapter 391-55, this MOU shall prevail.
12 A provision of this MOU that conflicts with the terms of a statute is invalid and
13 unenforceable.

14 **Section 4. Duration**

15 A. All provisions of Section 1 of this MOU will become effective July 1, 20~~19~~¹⁷, and
16 will remain in full force and effect through June 30, 20~~19~~¹⁹.

17 B. All provisions of Section 2 of this MOU will become effective July 1, 201~~9~~⁷, and
18 will remain in full force and effect through November 30, 20~~18~~¹⁸.

19

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21

TENTATIVE AGREEMENT REACHED

22

For the Union:

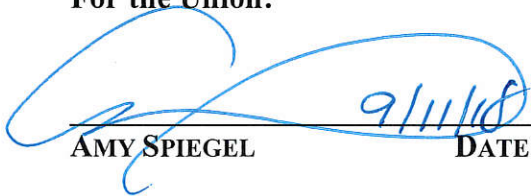
For the Employer:

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26



AMY SPIEGEL 9/11/18 DATE



JOHN VENCILL 9/11/18 DATE

DEPARTMENT OF ECOLOGY

OSHA HAZWOPER


The Department of Ecology will review all positions that perform inspections involving hazardous substances or hazardous waste sites and that require OSHA HAZWOPER certification to better understand the risks associated with performing this work.

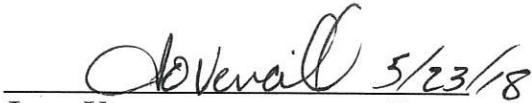
The Department of Ecology and WFSE will discuss the results of the review by September 30, 2017.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:


AMY SPIEGEL DATE 5/23/18


JOHN VENCILL DATE 5/23/18

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DEPARTMENT OF ECOLOGY

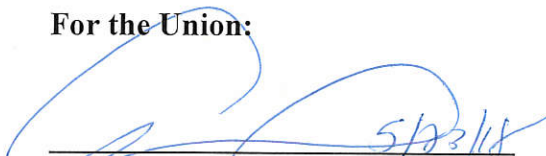
TRANSPORTATION WORKERS' IDENTIFICATION CARDS (TWIC)

- ~~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:



AMY SPIEGEL 5/23/18
DATE



JOHN VENCILL 5/23/18
DATE

DEPARTMENT OF ENTERPRISE SERVICES

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

The parties mutually agree to the following:

1. The parties recognize the informal practice for employees working the swing shift in the "Inserting" section has been to combine breaks and rest periods in a manner that meets the personal preferences of the incumbents currently impacted and contributes to increased efficiency within the unit.
2. The parties agree to vary from the language in Article 6.5 and 6.7 of the ~~2017-2019~~ General Government CBA as follows:
 - a. WFSE represented employees working the swing shift in the "Inserting" section will have two (2) thirty (30) minute breaks per workday rather than one (1) thirty (30) minute break and two (2) fifteen (15) minute rest periods.
 - b. These thirty (30) minute breaks will occur at or as near as possible to 3:00 PM and 6:00 PM.
 - c. For the purposes of administering the remaining terms of Article 6.5 and 6.7, the first thirty (30) minute break shall be considered the break and the second thirty (30) minute period shall be considered the rest period.
 - d. The parties agree to review this schedule no less frequent than every twelve (12) months to discuss its ongoing feasibility. The first discussion shall occur no later than twelve (12) months from the date of the last signature of the parties on this MOU.
 - e. Either party may rescind this Agreement with thirty (30) days written notice.

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- 4. Except as specifically modified in this Agreement, all provisions of the ~~parties'~~ ~~2017-2019~~ CBA including the remaining terms and conditions of Articles 6.5 and 6.7 remain in full force and effect.
- 5. This Agreement is not precedent setting and will not reflect on the position that either party takes during the negotiation of a successor CBA.

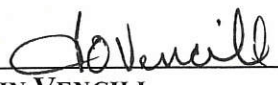
TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL 5/23/18
DATE



JOHN VENCILL 5/23/18
DATE

MEMORANDUM OF UNDERSTANDING

PARKS AND RECREATION COMMISSION

FIREFIGHTING

The parties agree to the following:

1. — Effective January 1, 2017 the parties agree to participate in discussions concerning firefighting efforts of Parks staff on State Parks properties
2. — Prior to meeting, the parties will agree to the composition, location and times for the discussions and/or negotiations.


TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL 5/23/18
DATE



JOHN VENCILL 5/23/18
DATE

~~DEPARTMENT OF SOCIAL AND HEALTH SERVICES~~

~~DSHS LICENSED PRACTICAL NURSES~~

~~And~~

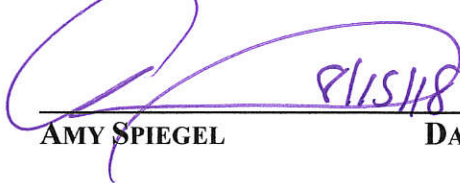
~~PSYCHIATRIC SECURITY NURSES~~

~~TUITION REIMBURSEMENT~~

~~Effective July 1, 2017 through June 29, 2019, Licensed Practical Nurses and Psychiatric Security Nurses at the Department of Social and 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.~~

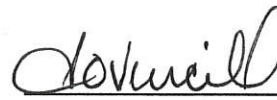
TENTATIVE AGREEMENT REACHED

For the Union:



AMY SPIEGEL DATE

For the Employer:

 8/15/18

JOHN VENCILL DATE

1
2 **MEMORANDUM OF UNDERSTANDING**
3 **BETWEEN**
4 **THE STATE OF WASHINGTON**
5 **AND WASHINGTON FEDERATION OF STATE EMPLOYEES**
6

7 **State Operated Living Alternatives (SOLA) with the Department of Social and**
8 **Health Services**


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

- 13 • Employees may ~~only~~ bid ~~within the~~ between SOLA homes located in the same
14 county where their position is permanently assigned.
- 15 • A pre-meeting will take place between the client(s) and the employee. This
16 meeting will be facilitated by the house manager. Client choice will be a deciding
17 factor in the employee's bid being granted, which may happen before or after the
18 pre-meeting. After the pre-meeting, the employee can choose to not accept the
19 assignment.
- 20 • Reassignment from a bid position under Article 3.10 is not subject to the
21 grievance procedure in Article 29 when the reassignment is based on client need
22 or choice.


23
24 This Memorandum of Understanding Agreement will expire sunset on June 30, 2021.
25 2019.

26 **Tentative Agreement**

27
28 **For the Union:**

29 
30 _____
31 **AMY SPIEGEL** **DATE** 8/2/18

For the Employer:


_____ **DATE** 8/2/18
JOHN VENCILL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

LEAVE, ATTENDANCE, COMPENSATORY AND OVERTIME WORK GROUP

Due to continuing challenges with staff coverage, unscheduled absences and overtime at 24/7 institutions, the Employer and the Union agree to form a Leave, Attendance, Compensatory and Overtime work group. Membership will consist of DSHS management from headquarters and the institutions, OFM/LRS as appropriate, and WFSE leadership and representatives selected by WFSE. The first meeting will convene approximately October 2018.

The intent of the work group is to bargain over the use of shift exchange and compensatory time, identify specific challenges at individual institutions related to leave, attendance and overtime, then collaborate on strategies and solutions to address the identified challenges. The goal while considering the above challenges is to embrace employee work/life balance and job satisfaction while successfully pursuing DSHS' mission, values and vision of optimally serving patients, clients, families and customers.

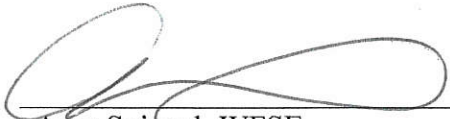
DSHS shared data during the 2019-21 supplemental bargaining process and will continue to gather, assess and share data with this work group related to the below topics. As a starting point, the following work group focus areas are to be included, but not limited to:

- Bargain over compensatory time
- Review and update existing, or develop new, voluntary and mandatory overtime procedures at each institution

- Review and update existing, or develop new, attendance policies for institutions and/or administrations
- Review the procedures for shift exchange as applicable in article 6.17 for Western and Eastern State Hospitals and discuss bargain over the expansion of shift exchange to other institutions
- Discuss compressed, part time and alternate work schedules
- Review current contract and policy language related to unauthorized leave. Look at best practices for development of supervisor guidance geared toward consistency of accountability

The above understanding will not supersede mandatory subjects notification per article 38.


This MOU expires June 30, 2021.



Amy Spiegel, WFSE
For the Union



John Vencill, OFM
For the Employer



Tony Ventresco, DSHS
For the Agency

Date 6/20/2018

~~DEPARTMENT OF TRANSPORTATION~~

~~The parties agree to the following:~~

~~1. In recognition of the need to mitigate the risk of injury to the Department of Transportation (DOT) employees, DOT will increase the per biennium reimbursement for Safety Toe Footwear as stipulated in DOT's Safety Procedures and Guideline Manual to a total of two hundred (\$200.00). The eligibility and procedures outlined in the Safety Procedures and Guidelines Manual will continue to govern the disbursement of the reimbursement.~~

~~2. DOT will implement the changes on its Premium Pay Equipment List as shown in Attachment 1 to this MOU.~~

~~This MOU becomes effective on July 1, 2017.~~

~~Dated August 8, 2016~~

~~For the Employer~~

~~For the Union~~

~~/s/~~

~~/s/~~

~~Tina Peterson, Chief Negotiator~~

~~Greg Devereux, Executive Director~~

Attachment 1

Department of Transportation Premium Pay Equipment List

Equipment Type	B	C	Example Equipment
Crane requiring Labor and Industry certification		x	Swing Cab Crane, Fixed Cab Crane, Articulating Crane, Digger Derrick Crane
Truck, Traffic Long Line Striper	x		Region Stripers
Truck, Tunnel Washer	x		
Truck, Catch Basin Cleaner and Assistant	x		Vactor, Camel
Trailer over 25,000 lbs. (Includes pups)	x		Pups, Flushers, Belly Dumps, Tilt
Wing Plow, Truck Mounted (in up or down position)	x		
Snow Blowers (and snow blower attachments)	x		
Pickup Brooms	x		Athey, Johnson 4000
Tractors with side arm attachments	x		Tractors with brush cutter or flail. Ford 7740
Mowers, 10' & wider or 2 or more mowers	x		Ford 9040
Backhoe	x		Case 580L
Liquid Asphalt Distributors	x		
Chip Spreader, Self Propelled	x		Etnyre, Rosco
Pavers, (Both Sides, all operators)	x		Layton Box, Barber Green
Montana Paver	x		
Pavers (self-propelled), Pavement grinders (self-propelled)		x	
Pavement Grinders, Roto-Mill, Loader Mount	x		Wirtgen, Zipper
Compact Excavator, Dig Depth less than 15'	x		

520 Workboat	x		
Driftwood II Archie Allen		x	
Excavator, Dig Depth over 15', Over 26,000GVW		x	Drott
Graders		x	Champion 740
Dozer, Tractor Crawler		x	Cat D6-D7
Lowboy, Trailer & Tractor		x	
Spider Excavator		x	
Belt Loader	x		Athey
U-BIT Operation (ground and bucket)	x		
Chainsaw (For Employer identified tree fallers when engaged in tree falling operations for trees greater than six inches in diameter.)		x	

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

2

3 **Note:**

- 4 • Class A: Does not qualify for premium pay
- 5 • Class B: ~~Maintenance Technicians 1 and 2~~ Maintenance Highway Maintenance
- 6 Worker 1 ~~qualifies~~ for premium pay
- 7 • Class C: ~~Maintenance Technicians 1, 2, 3, and Lead~~ qualify for premium pay,
- 8 including Maintenance Technician -- Bridge Highway Maintenance Worker 1,
- 9 Highway Maintenance Worker 2, Highway Maintenance Worker 3, Maintenance
- 10 Specialist 2, Maintenance Specialist 3, Bridge Maintenance Specialist 2, Bridge
- 11 Maintenance Specialist 3 and Bridge Maintenance Specialist Lead qualify for
- 12 premium pay

13

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DEPARTMENT OF TRANSPORTATION
WORK APPAREL

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

A. The parties agree that effective July 1, ~~2017-2019~~ through June 29, ~~2019-2021~~ WSDOT will provide employees performing these activities a choice of overalls, coveralls, and jeans/pants/shirts, or a combination of all these items, provided:

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

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

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

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

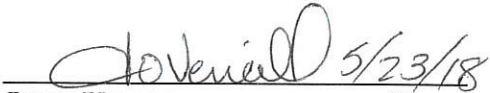
TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:



AMY SPIEGEL DATE



JOHN VENCILL DATE

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE WASHINGTON STATE**

4 **EMPLOYMENT SECURITY DEPARTMENT**

5 **AND**

6 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

7 **RE: NON-PERMANENT APPOINTMENTS**

8 The following represents the agreement between the Parties consisting of the State of
9 Washington (Employer), the Washington State Employment Security Department (ESD),
10 and the Washington Federation of State Employees (Union) regarding the extension of
11 non-permanent appointments beyond twelve months under specific circumstances.

12 **Whereas** the economy takes a downward turn, ESD must respond by immediately
13 increasing staffing to respond to the increase in unemployment claimants, and
14 clients seeking employment services through WorkSource. When the economy
15 improves, the result is fewer unemployment claimants and fewer clients utilizing
16 WorkSource services resulting in the need for ESD to reduce staffing through layoff
17 actions.

18 **Whereas** the Parties agree that allowing for extended non-permanent appointments
19 during periods of economic downturns would greatly reduce layoff impacts for
20 permanent staff and benefit permanent staff and ESD.

21 The Parties agree to the following as an additional reason for making non-
22 permanent appointments in Article 4.5 A.1 as well as an additional exception to the
23 length of a non-permanent appointment:

24 1. During periods of economic downturn, ESD may extend non-permanent
25 appointments for longer than twelve (12) months.

26 2. An economic downturn begins:


- 1 a. When the average seasonally adjusted total unemployment
2 (SATUR) equals or exceeds 6.5% for the past three months; and
- 3 b. The SATUR is at least 110% of the average in either or both of the
4 corresponding 3-month periods in the two prior calendar years;
- 5 3. The economic downturn ends:
- 6 a. When the SATUR falls below 6.5% for the past three months; and
7 the SATUR is less than 110% of the average in either or both of the
8 corresponding 3-month periods in the two prior calendar years.
- 9 4. Non-permanent appointments in place when the economic downturn
10 begins, and non-permanent appointments made during the economic
11 downturn, may be extended up to twelve (12) months after the economic
12 downturn ends.


13 When an economic downturn has begun as defined in 2. above and ESD
14 determines the MOU will need to be implemented, ESD will provide written
15 notice to the Executive Director of the WFSE.
16
17
18
19
20
21
22

23 **TENTATIVE AGREEMENT REACHED**

24 **For the Union:**

24 **For the Employer:**

25 
26 _____
27 **AMY SPIEGEL** **8/30/18** **DATE**

25 
26 _____
27 **JOHN VENCILL** **8/30/18** **DATE**

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE STATE OF WASHINGTON
 OFFICE OF FINANCIAL MANAGEMENT/LABOR RELATIONS SECTION
 (OFM/LRS)
 AND
 WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)**

The parties have agreed to the following regarding the implementation of the new Information Technology (IT) Professional Structure:

I. Definitions:

The parties agree to the following terms and explanations for the purposes of implementation of the new IT Professional Structure.

Term	Explanation
Job Family	A functional discipline involving similar types of work requiring similar training, skills, knowledge, and expertise. <u>IT Families include:</u> Application Development, Customer Support, Data Management, IT Architecture, IT Business Analyst, IT Policy and Planning, IT Project Management, IT Security, IT Vendor Management, Network and Telecommunications, Quality Assurance, and System Administration.
Level	The measure of complexity of work performed. <u>IT Levels include:</u> Entry, Journey, Senior/Specialist, Expert, IT Manager, and Senior IT Manager
Allocation	The assignment of a position to a job family and level.
Reallocation	The assignment of a position to a different level and/or job family.
Class, Classes, and Classification (<i>where used in reference to job classification</i>)	Where these terms are used in the GG and HE/CCC CBA's, for the purposes of the implementation of the new IT Professional Structure, they shall be followed by "or job family/ies and level/s."

II. Impacts:

- A. Employees transitioned due to the IT Professional Structure may submit new bid and/or transfer requests in accordance with Articles 3 and 4 of the GG CBA and 4 and 43 of the HE/CCC CBA. The timeframe for submission of new bid requests will expire August 1, 2019.
- B. For the purposes of breaking ties in seniority for those employees impacted by the implementation of the new IT Professional Structure, Article 33.2A of the GG CBA and Article 39.2A of the HE/CCC CBA will not apply.
- C. The following conditions of employment will not change because a position is being transitioned into of the implementation of the new IT Professional Structure:
- i. The determination of a position as overtime-eligible or overtime-exempt;
 - ii. Required licensure and/or certifications;
 - iii. The designation of a position as “required personnel” or “emergency employee”;
 - iv. The grievance procedure, as outlined in Article 29 of the GG CBA and Article 30 of the HE/CCC CBA;
 - iv-v. The designation of a position as needing inherent flexibility as currently listed in Appendix B of the GG CBA;
 - v. The status of bargaining unit positions or work;
 - vi. The eligibility for and/or receipt of existing assignment pays;
 - vii. Status as a Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary employee status;
 - viii. Non-permanent, on-call, in-training, project, seasonal/cyclic, trial service, transition review or probationary period.
- D. Consistent with Article 38, Mandatory Subjects of the GG CBA and Article 37 of the HE/CCC CBA, the Employer will provide notice of any proposed change resulting in bargaining unit work leaving the bargaining unit.

III. Work History

- A. The parties will convene a workgroup comprised of agency and union representatives no later than January 7¹⁴, 2019. The workgroup will develop an IT Assessment Form and the procedures that will be used for completion of the form. The purpose of the form is to allow an employee in an IT classification the ability to objectively capture their work history, skills and abilities for the IT positions worked prior to of an impacted employee hired on or before June 30, 2019, and which job family and/or levels they align with in the IT Professional Structure. In the event of a layoff, reversion, or other relevant employment action, this IT Assessment Form documentation can be submitted along with any other relevant information will be used to determine impacted employee's option/s or comparability within the IT Professional Structure.
- B. GG Article 34, Layoff and Recall, and HE/CCC Article 35, Layoff and Recall, of the parties' 2017-2019 CBA's are modified as shown in Attachments 3 and 4 to this MOU.

IV. Compensation

- A. The parties agree that the chart in Attachment 1 to this MOU reflects the IT Professional Structure, its job families and levels, and the assigned salary ranges effective July 1, 2019 prior to the application of any negotiated increases. The chart in Attachment 2 to this MOU reflects the steps within those ranges effective July 1, 2019 prior to the application of any negotiated increases.
- B. In recognition of the unique scale of the IT Professional Structure, the parties agree to vary from the CBA for salary assignment. Employees reallocated into the IT Professional Structure on July 1, 2019 will have their initial salary determined as follows:
- i. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or their his-or her salary falls within the new salary range.
 - ii. All other employees will have their salary in effect as of June 30, 2019 increased by 2.5% (two and one-half percent). Effective July 1, 2019 these employees will transition to the assigned range and step on the IT salary schedule for their family and level that is nearest to, but no less than, their adjusted salary, except that no employee will be placed higher than Step M on the new salary schedule.

- iii. The new IT Professional Structure salary schedule will then be adjusted to reflect any negotiated general wage increase effective July 1, 2019.
- C. Employees in the IT Professional Structure will receive periodic increases in accordance with Article 42.8 of the GG CBA and 43.4 of the HE/CCC CBA.
- D. Question #16 of the Step M Q&A applies to positions transitioned due to the implementation of the IT Professional Structure.

16. If a classification is moved to a new pay range as a result of collective bargaining will time spent at Step L of the previous range count towards the six-year requirement to move to step M of the new range?

Yes. If a classification is moved to a new pay range as a result of collective bargaining, time spent at step L of the previous range will count towards the six-year requirement to move to step M of the new range.

- E. Positions at the Entry, Journey, and Senior/Specialist level in the IT Professional Structure that are designated as a supervisor will receive a five percent (5%) supervisory pay differential in addition to the base salary.
- F. This agreement does not preclude either party from negotiating additional increases during the negotiation of the 2019-2021 GG and HE/CCC master agreements and is not precedent setting. Subject to legislative approval, this agreement will take effect July 1, 2019.

Tentative Agreement

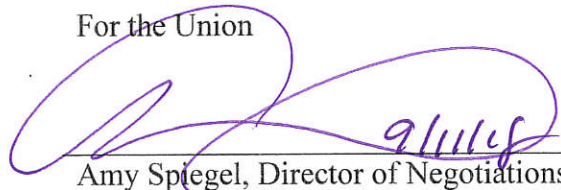
Dated: 9/11/18

For the Employer



John Vencill, Labor Negotiator

For the Union



Amy Spiegel, Director of Negotiations

Family	Entry	Journey	Senior/Specialist	Expert	IT Manager	Senior IT Manager
Application Development	4 \$64752-\$87072	5 \$69612-\$93612	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460
Customer Support	1 \$52128-\$70116	3 \$60240-\$81048	5 \$69612-\$93612	N/A	8 \$80580-\$108384	N/A
Data Management	2 \$56028-\$75360	6 \$73092-\$98304	7 \$76740-\$103212	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Architecture	N/A	4 \$64752-\$87072	9 \$84612-\$113796	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Business Analyst	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	10 \$88836-\$119460
IT Policy and Planning	2 \$56028-\$75360	3 \$60240-\$81048	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460	11 \$93288-\$125460
IT Project Management	5 \$69612-\$93612	6 \$73092-\$98304	8 \$80580-\$108384	10 \$88836-\$119460	10 \$88836-\$119460	11 \$93288-\$125460
IT Security	N/A	5 \$69612-\$93612	8 \$80580-\$108384	11 \$93288-\$125460	10 \$88836-\$119460	11 \$93288-\$125460
IT Vendor Management	1 \$52128-\$70116	4 \$64752-\$87072	7 \$76740-\$103212	8 \$80580-\$108384	10 \$88836-\$119460	11 \$93288-\$125460
Network and Telecommunications	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	9 \$84612-\$113796	9 \$84612-\$113796	10 \$88836-\$119460
Quality Assurance	3 \$60240-\$81048	5 \$69612-\$93612	7 \$76740-\$103212	8 \$80580-\$108384	9 \$84612-\$113796	10 \$88836-\$119460
System Administration	3 \$60240-\$81048	6 \$73092-\$98304	7 \$76740-\$103212	8 \$80580-\$108384	9 \$84612-\$113796	9 \$84612-\$113796

Proposed IT Compensation Schedules

Monthly Salary Amounts

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L	M
1	4,344	4,453	4,564	4,678	4,795	4,915	5,038	5,164	5,293	5,425	5,561	5,700	5,843
2	4,669	4,786	4,906	5,029	5,155	5,284	5,416	5,551	5,690	5,832	5,978	6,127	6,280
3	5,020	5,146	5,275	5,407	5,542	5,681	5,823	5,969	6,118	6,271	6,428	6,589	6,754
4	5,396	5,531	5,669	5,811	5,956	6,105	6,258	6,414	6,574	6,738	6,906	7,079	7,256
5	5,801	5,946	6,095	6,247	6,403	6,563	6,727	6,895	7,067	7,244	7,425	7,611	7,801
6	6,091	6,243	6,399	6,559	6,723	6,891	7,063	7,240	7,421	7,607	7,797	7,992	8,192
7	6,395	6,555	6,719	6,887	7,059	7,235	7,416	7,601	7,791	7,986	8,186	8,391	8,601
8	6,715	6,883	7,055	7,231	7,412	7,597	7,787	7,982	8,182	8,387	8,597	8,812	9,032
9	7,051	7,227	7,408	7,593	7,783	7,978	8,177	8,381	8,591	8,806	9,026	9,252	9,483
10	7,403	7,588	7,778	7,972	8,171	8,375	8,584	8,799	9,019	9,244	9,475	9,712	9,955
11	7,774	7,968	8,167	8,371	8,580	8,795	9,015	9,240	9,471	9,708	9,951	10,200	10,455

Annual Salary Amounts

Pay Scale Group	A	B	C	D	E	F	G	H	I	J	K	L	M*
1	52,128	53,436	54,768	56,136	57,540	58,980	60,456	61,968	63,516	65,100	66,732	68,400	70,116
2	56,028	57,432	58,872	60,348	61,860	63,408	64,992	66,612	68,280	69,984	71,736	73,524	75,360
3	60,240	61,752	63,300	64,884	66,504	68,172	69,876	71,628	73,416	75,252	77,136	79,068	81,048
4	64,752	66,372	68,028	69,732	71,472	73,260	75,096	76,968	78,888	80,856	82,872	84,948	87,072
5	69,612	71,352	73,140	74,964	76,836	78,756	80,724	82,740	84,804	86,928	89,100	91,332	93,612
6	73,092	74,916	76,788	78,708	80,676	82,692	84,756	86,880	89,052	91,284	93,564	95,904	98,304
7	76,740	78,660	80,628	82,644	84,708	86,820	88,992	91,212	93,492	95,832	98,232	100,692	103,212
8	80,580	82,596	84,660	86,772	88,944	91,164	93,444	95,784	98,184	100,644	103,164	105,744	108,384
9	84,612	86,724	88,896	91,116	93,396	95,736	98,124	100,572	103,092	105,672	108,312	111,024	113,796
10	88,836	91,056	93,336	95,664	98,052	100,500	103,008	105,588	108,228	110,928	113,700	116,544	119,460
11	93,288	95,616	98,004	100,452	102,960	105,540	108,180	110,880	113,652	116,496	119,412	122,400	125,460

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

WFSE – GG CBA

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. For employees in the IT Professional Structure hired on or before June 30, 2019, a completed IT Assessment form will be one of the tools used to identify available layoff options within the IT Professional Structure.
- D. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status, regardless of a break in service.
- E. If the Employer elects to implement all the stages of a layoff on a single effective date, and an employee accepts 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.

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

1. a. A funded vacant position within their current permanent job family and level for which the employee has the skills and abilities.
- b. A funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
2. a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.
- b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within a job classification series that the employee has held permanent status, 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.

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 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.
- 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.

WFSE – HE/CCC CBA

ARTICLE 35

LAYOFF AND RECALL

- 35.1 A. The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article. A layoff is an employer-initiated action that results in:
1. Separation from service;
 2. Employment in a class with a lower salary range maximum;
 3. Reduction in the work year; or
 4. Reduction in the number of work hours.
- B. When it is determined that layoffs, other than a temporary layoff, will occur within a layoff unit, the Employer will provide written notice to the Executive Director of the Union, the college Chief shop steward and the local WFSE staff representative with:
1. As much advance notice as possible, but not less than thirty (30) calendar days' notice (this time period may run concurrent with the notice period provided by the Employer to the employee);
 2. An opportunity to meet with affected employees prior to the implementation of the layoff; and
 3. An invitation to meet under the provisions of Article 38, Union-Management Communication Committee, of this Agreement.
- C. Upon the Union's request, the Employer will bargain impacts to the bargaining unit. Bargaining will not serve to delay the onset of the layoff.
- D. The Employer will explore options including reduction of hourly employees.

35.2 Basis for Layoff

- A. The reasons for layoffs include, but are not limited to, the following:
 - 1. Lack of funds;
 - 2. Lack of work; or
 - 3. Organizational change.

- B. Examples of layoff actions due to lack of work include, but are not limited to:
 - 1. Termination of a project or special employment;
 - 2. Availability of fewer positions than there are employees entitled to such positions;
 - 3. Employee's ineligibility to continue in a position following its reallocation to a class with a higher salary maximum; or
 - 4. Employee's ineligibility to continue, or choice not to continue, in a position following its reallocation to a class with a lower salary range maximum.

35.3 Voluntary Layoff, Leave of Absence or Reduction in Hours

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in a college/district on unpaid leave at the same time, the Employer will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status, regardless of a break in service with the current Employer.

35.4 Probationary Employees

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

employees. Probationary employees will be separated from employment before permanent employees.

35.5 Temporary Layoff – Employer Option

- A. The Employer will give the Union and employees as much notice as possible of a temporary reduction in hours or a temporary layoff.
- B. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) hours 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 seven (7) calendar days' notice of a temporary reduction of work hours.
- C. The Employer may temporarily layoff an employee for up to ninety (90) 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 seven (7) calendar days' notice of a temporary layoff.
- D. The notification will specify the nature and duration of the temporary layoff.
- E. An employee who is temporarily laid off will not be entitled to:
 - 1. Be paid any leave balance; except, if the layoff is not due to loss of funding or revenue shortfall, upon request, an employee will be paid for accrued vacation leave up to the equivalent of their regular work schedule for the duration of the layoff;
 - 2. Bump to any other position; or
 - 3. Be placed on a layoff register.

- F. A temporary reduction of work hours or a temporary layoff will not affect an employee's periodic increment date or seniority date and the employee will accrue vacation and sick leave credit at their normal rate.

35.6 Layoff Units

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

35.7 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and/or state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, recruitment announcements or other Employer documents that reference position requirements. Skills and abilities for any option(s) in Sections 35.8 and 35.9 must have been identified at least thirty (30) calendar days prior to the layoff.

35.8 Options within the Layoff Unit

- A. 1. Permanent employees will be laid off in accordance with seniority, as defined in Article 39, Seniority.
2. Full-time employees only have options to full-time positions. Less than full-time employees only have options to less than full-time positions, including cyclic positions. Vacant positions will be offered prior to filled positions.
3. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position. The Employer may require updated information from the employee regarding their current skills and abilities.

4. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A comparable funded vacant position for which the employee has the skills and abilities, within their current job classification.
 - b. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
 - c. A comparable funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
 - d. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

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

1. Permanent employees will be laid off in accordance with seniority, as defined in Article 39, Seniority.
2. Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Full-time employees only have options to full-time positions. Less than full-time employees only have options to less than full-time positions, including cyclic positions. Vacant positions will be offered prior to filled positions.

3. The Employer will determine if the employee possesses the required skills and abilities for the position and the comparability of the position based on the employee's work history and completed IT Assessment Form. The Employer may require updated information from the employee regarding their current skills and abilities.
4. Employees being laid off will be provided one (1) option within the layoff unit:
 - a. A comparable funded vacant position for which the employee has the skills and abilities, within their current job family and level.
 - b. A comparable funded vacant position within another job family and level at the same salary range for which the employee has the skills and abilities.
 - c. A comparable funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job family and level.
 - d. A comparable funded filled position held by the least senior employee within another job family and level with the same salary range as their current permanent job family and level for which the employee has the skills and abilities.
 - e. A comparable funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status, or, at the employee's written request, to a lower classification within a job classification series that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification.

- C. The layoff unit option will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time.
- ED. 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 layoff options. For employees in the IT Professional Structure hired on or before June 30, 2019, a completed IT Assessment form will be one of the tools used to identify available layoff options within the IT Professional Structure.
- DE. An employee in a position that is reduced in work year or work hours will have the choice of staying in the reduced position.

35.9 Institution-wide Options

- A. In addition to the layoff unit option offered in [Section 35.8](#), above, permanent employees being laid off will be offered:

 1. Up to three (3) institution-wide comparable funded vacant positions within their college in the layoff units listed in Appendix B, provided they meet the skills and abilities required of the position(s) and the positions offered are at the same or lower salary range as the position from which the employee is currently being laid off.
 2. If there are no comparable vacant positions, the Employer will offer less than comparable funded vacant positions.
 3. The Employer will determine if the employee possesses the required skills and abilities for the position.
 4. Provided the employee meets the skills and abilities required for the position and is at the same or lower salary range as the position from which the employee is currently being laid off, the Employer may offer employees being laid off a funded vacant position within their college that is outside positions covered by the master agreement.

5. The Employer may require updated information from the employee regarding their current skills and abilities.
6. For multi-employee layoffs, more than one (1) employee may be offered the same funded vacant 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.

B. For Seattle District 6 and Spokane District 17 Only

If no layoff unit option is available in Section 35.8, above, employees hired before July 1, 2005, will be provided one (1) option within their district to:

1. A funded vacant position for which the employee has the skills and abilities within their current job classification.
2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within their current permanent job classification.
3. A funded vacant position for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
4. A funded filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.
5. The options in B, above, will be determined, as specified above, in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions.

35.10 Notification to Permanent Employees

- A. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.5](#), permanent employees will receive written notice at least twenty-one (21) calendar days before the effective layoff date. The notice will include:
1. The basis for the layoff;
 2. The employee's layoff unit option or Seattle/Spokane District option and any institution-wide option(s) including any requirement for the employee to serve a transition review period;
 3. The specific layoff lists for which the employee is entitled to placement; and
 4. The date by when an employee must select a layoff option and the employee's right to grieve the layoff.
- B. The Union will be provided with a copy of the notice.
- C. Except for temporary reduction in work hours and temporary layoffs as provided in [Section 35.5](#), if the Employer chooses to implement a layoff action without providing twenty-one (21) calendar days' notice, the employee will be paid their salary for the days that they would have worked had full notice been given.
- D. Employees will be provided up to five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the twenty-one (21) calendar days' notice provided by the Employer to the employee.
- E. 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.

35.11 Salary

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

A. Current Salary Level

An employee who accepts another position with their current salary range will retain their current salary.

B. Lower Salary Level

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

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range from which they were laid off will be paid the amount for which they were compensated when laid off plus any across the board adjustments, including salary survey adjustments, which 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.

35.12 Transition Review Period

- A. The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which they have not held permanent status or has been appointed from a layoff list.
- B. The Employer will have the authority to shorten an employee's transition review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.
- C. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the appropriate layoff list. The employee will remain on the list until such time as their eligibility expires or they have been rehired. Separation during the transition review period will be subject to the grievance procedure in Article 30, up to the top internal step.
- D. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

35.13 Recall

- A. The Employer will maintain a layoff list for each job classification. Permanent employees who are laid off may have their names placed on the layoff list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their names placed on the appropriate layoff list for other job classifications in which they have held permanent status at the same or lower salary ranges, regardless of a break in service with the current Employer. However, employees will not have their names placed on a layoff list if they were demoted for cause from the classification in the last six (6) years. An employee's name will remain on the layoff list for three (3) years from the effective date of their layoff.

- B. When a vacancy occurs within a college/district and where there are names on a layoff list for that classification, the Employer will fill the position with the most senior employee who has the skills and abilities to perform the duties of the position to be filled in accordance with [Article 4](#), Hiring and Appointments.

- C. Removal from Layoff Lists
When an employee is appointed from a layoff list, the employee's name will be removed from that job classification's layoff list, as well as from all other layoff lists at the same or lower salary range as the position to which they were appointed. An employee will be removed from the appropriate job classification layoff list if they waive the appointment to a position three (3) times. In addition, an employee will have her name removed from all layoff lists upon retirement, resignation or discharge from the Employer.

35.14 Project Employment

- A. Permanent project employees have layoff rights. Options will be determined using the procedure outlined in [Sections 35.8](#) and [35.9](#), above.

- B. Permanent classified employees who left regular classified positions to accept project employment without a break in service have layoff rights within the university or college/district in which they held permanent classified status. The employee's return rights will be to the job classification they last held permanent status in prior to accepting project employment using the procedures in [Sections 35.8 and 35.9](#), above.