

**MEMORANDUM OF UNDERSTANDING**  
**AMONG**  
**THE WASHINGTON FEDERATION OF STATE EMPLOYEES**  
**AND**  
**THE STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT,**  
**LABOR RELATIONS SECTION**  
**AND**  
**THE WASHINGTON STATE PATROL**

The parties to this Memorandum of Understanding (MOU): the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer; and the Washington State Patrol (WSP), agree on the following:

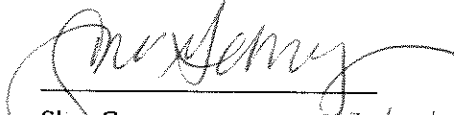
- 1) At any time between when an employee receives notice that the employee is the subject of an administrative investigation due to allegations of misconduct and when discipline is imposed, the employee may approach the employee's appointing authority and/or the division commander of the Office of Professional Standards (OPS) within the WSP to request a disciplinary settlement agreement. Employees are entitled to representation at any time during this process.
- 2) The parties agree that any such disciplinary settlement agreement:
  - a. Shall be subject to the mutual agreement of the employee and the WSP;
  - b. Is premised on the employee's acknowledgement of misconduct;
  - c. Shall include a stipulation that just cause for the discipline exists;
  - d. Does not constitute or establish a precedent or "past practice;"
  - e. May provide for days of suspension to be held in abeyance subject to subsequent proven findings;
  - f. May be executed by the employee and the WSP provided that the WSP emailed a copy of the Internal Incident Report (IIR) and the contemplated disciplinary settlement agreement to the WFSE Statewide Labor Advocate with a copy to the WFSE assigned Council Representative at least three (3) working days prior to the execution of the disciplinary settlement agreement. This three (3) working days' notice will be counted excluding the day the notice is sent and include the last day of timeliness. This three (3) day notice only applies when the employee has not elected representation in the administrative investigation process;
  - g. Signatories to the disciplinary settlement agreement shall note the date and time of signing;
  - h. May include other terms appropriate for the circumstances;
  - i. Shall conclusively settle all issues related to the discipline and administrative investigation. No

grievance, labor action, civil claim, legal action or other appeal may be filed by the employee regarding the discipline and administrative investigation;

- j. Shall conclusively settle all issues related to the discipline and administrative investigation. No grievance, labor action, civil claim, legal action or other appeal may be filed by the WFSE regarding the discipline and administrative investigation unless the WSP fails to provide the WFSE with the notice specified in subsection (1)(f).
- 3) The parties agree that any notice requirements to the WFSE (including notice of contemplated discipline) shall be deemed met by the WSP if the WSP has complied with the requirements of subsection (1)(f).
- 4) Nothing in this MOU shall be construed to limit the Employer's authority to determine the method and develop guidelines for conducting investigations.
- 5) The MOU is effective upon the date of signature and continues until superseded by a provision of a Collective Bargaining Agreement between the Parties.

Acknowledged and Agreed:

OFM/LRS

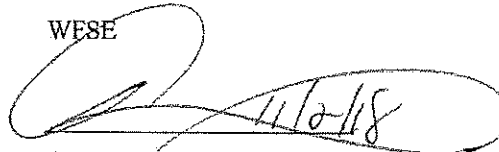


Shea Gomez

Labor Negotiator

11/21/2018

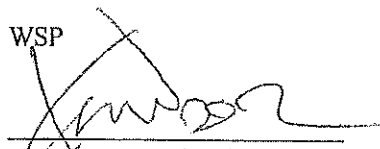
WESE



Amy Spiegel

Director of Negotiations

WSP



Karl Nagel

Labor and Policy Advisor

11/2/18