

All Articles as revised during the negotiations of the 2017-2019 contract.

Page marks indicate where changes occur.

Added language is underlined.

~~Deleted language is designated by strikethrough.~~

ARTICLE 2

NON-DISCRIMINATION

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

The Employer agrees to provide training and the Union agrees to support and encourage participation in training to positively accept the diversity that exists in the workplace and to understand as well as prevent all forms of discrimination.

Both parties agree that unlawful harassment will not be tolerated.

Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance process will be immediately suspended until the internal complaint process has been completed. Following the completion of the internal complaint process, the Union may request the grievance process be continued.

ARTICLE 3

WORKPLACE BEHAVIOR

- 3.1 The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not further an agency's business needs, employee well-being, or productivity. All employees are responsible for contributing to such an environment and are expected to treat others with courtesy and respect.
- 3.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes he or she has been subjected to inappropriate behavior the employee is encouraged to report this behavior to the employee's supervisor or the Human Resources Office. The Employer will look into the reported behavior and take appropriate action as necessary. The employee will be notified whether or not a violation occurred. ~~upon conclusion.~~
- 3.3 Grievances related to this article may be processed through the agency head or designee level only and are not subject to a pre-arbitration review meeting, mediation or arbitration. This article is not subject to the grievance procedure in Article 32.

Article 4

Hiring and Appointments

4.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills

and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

4.2 An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through [Article 36](#), Layoff and Recall, of this Agreement and are confined to each individual agency.

4.3 The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with [WAC 357-46-080](#).

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

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

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

4.7 **Permanent Status**

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

4.8 **Recruitment and Application Process for Permanent Positions**

Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for bargaining unit positions, the recruitment announcement will be posted for a minimum of seven (7) calendar days.

4.9 **Types of Appointment**

A. Permanent

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

1. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
2. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotions. All candidates certified must have the position-specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
3. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
4. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
5. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

B. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. A non-permanent appointee must have the skills and abilities required for the position.
2. The Employer may convert a non-permanent appointment to a permanent appointment when the non-permanent employee is in an entry-level position. The Department of Transportation may also convert Transportation Technician 2s and Transportation Planning Technician 2s. The DOL may convert LSR2s, provided there are no eligible bid transfer candidates for the position. The converted employee will serve a probationary or trial service period. The Employer must follow [Section 4.11](#), DOL and WSP Transfers, or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment. Time spent in a non-permanent appointment may count towards the probationary or trial service period for a permanent position within the same job classification.
3. A permanent employee that accepts a non-permanent appointment within his or her agency will have the right to return to a position in the permanent classification he or she left at the completion of the non-permanent appointment; provided that the employee has not left his or her original non-permanent appointment.
4. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current Appointing Authority of the intent to accept a

non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

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

C. On-Call Employment

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

D. In-Training Employment

1. The Employer may designate specific positions, groups of positions, or all positions in a job classification or series as in-training. The Employer will document the training program, including a description and length of the program. The Employer will discuss a proposed in-training series at a Labor/Management Communication Committee meeting prior to implementation.
2. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent

trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer.

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with [Subsections 4.12 B.3 and 4.12 B.4](#) of this Article.
4. A trial service period may be required for each level of the in training appointment, or the entire in-training appointment may be designated as the trial service period. The Employer will determine the length of the trial service period or periods to be served by an employee in an in-training appointment.
5. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level.
6. If the entire in-training program—meaning all levels within the in training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

E. Project Employment

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

The Employer will notify the employees, in writing, of the expected ending date of the project employment.

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

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

- a. Promote to another job classification within the project; or
 - b. Transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status.
3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.
 4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.
 5. The layoff and recall rights of project employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

F. Seasonal Career Employment

1. The Employer may make seasonal career appointments that are cyclical in nature, recur at the same agency at approximately the same time each year, and last for a minimum of five (5) months but

are less than twelve (12) months in duration during any consecutive twelve (12) month period.

2. Upon completion of a twelve (12) month probationary period completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.
3. The layoff and recall rights of seasonal career employees will be in accordance with the provisions in [Article 36](#), Layoff and Recall.

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

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

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

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

4.11 DOL and WSP Transfers

- A. [Department of Licensing \(DOL\)](#)
Enhanced Driver License Licensing Service Representatives 1 & 2 (EDL LSR) - This Section applies only to permanent status EDL LSRs at the

DOL. This Section does not apply to the filling of non-permanent or project positions.

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

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

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

2. Notice of vacancies for EDL LSR positions will be posted electronically statewide to current EDL LSRs. The posting will include:

location, days, office hours and the cut-off date for application. Applicants responding are accepting the location, days, and office hours posted.

3. The supervisor of the vacant position is given the names of the five (5) most senior transfer applicants unless one of the following conditions exists:

- a. The applicant is still in probationary service status; or
- b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#),

Labor/Management Communication Committee, Military Leave, Domestic Violence Leave, Workers Compensation, Volunteer Firefighting Leave, Military Family Leave, Child and Elder Care Emergencies, Reducing the Effects of a Layoff, pre-approved LWOP; or

- c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
 - d. The applicant has had other disciplinary action within the last six (6) months; or
 - e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
 - f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or
 - g. Appointment of the applicant would result in a violation of agency policy on employment of related persons; or
 - h. Other conditions as agreed to by the Administrator and the Staff Representative, including requests for hardship transfer.
4. If there are only two (2) eligible transfer candidates available for a position, the supervisor may request a certification of candidates per [Section 4.9](#). The transfer candidates will be considered along with all other candidates. The supervisor of the vacant position will consider the eligible applicants, selecting the most qualified

for the vacancy. If the transfer candidates are not selected, they will be notified of their non-selection.

5. If there are no eligible transfer candidates available for a position, the Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation as long as the permanent employee has the skills and abilities to perform the duties of the position.

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

1. WSP – Communications Officers or Communications Officer Assistants:
 - a. Employees desiring to transfer will initiate a request using the agency's electronic system for doing so. If more than one (1) employee requests a transfer to the same location, the request with the earliest submission date will receive first consideration. If two (2) or more employees have the same submission date for transfer, the position will be given to the employee with the longest most recent period of unbroken service in the classification. Employee requests to transfer will be honored prior to the filling of any position.
 - b. In the event a vacancy occurs and there are no transfer candidates for the location in question, advertisement of the vacancy will be made in the Daily Bulletin and posted at all twenty-four (24) hour facilities. Employees will be given a minimum of three (3) calendar days to submit a written transfer request. Appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service in the classification. Supervisors will

attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.

2. WSP – Commercial Vehicle Enforcement Officers and VIN Officer-~~2~~:

a. Transfer Lists:

Truck enforcement will be divided into separate ~~nine (9)~~ lists for purposes of applying for transfer, which will include the eight (8) WSP districts ~~and Terminal Audit (only CVEO/CVOs)~~. Employees may choose to limit their availability within a given district to ~~functional areas, such as MCSAP, interior, or port, or a specific location within the district~~. Each district will have five (5) transfer lists to differentiate between the CVEO 1, and CVEO 2, CVO 1, CVO 2, and VIN Officer-~~2~~.

b. Employee-Requested Transfers:

An employee may request a transfer from one (1) working location to another and to a substantially similar position in which they have previously performed the core duties (i.e., auditor to auditor position, compliance review to compliance review). Requests will be submitted using the agency's electronic system for doing so. Requests will be ranked by seniority in the classification.

c. Probationary CVEO's:

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

d. VIN Officers:

When a vacancy occurs, it will be advertised to all eligible employees via the Daily Bulletin and posting at twenty four (24) hour facilities (where applicable). Employees will be given a minimum of ten (10) calendar days to submit a written transfer request. Appointment will be made from among the three (3) candidates with the longest most recent period of unbroken service with the classification. Supervisors will attempt to contact any employee who is on any form of leave with the information of the advertised vacancy.

3. WSP – Guidelines on Transfers for All Employees:

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

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

- a. The applicant is still in a probationary or trial service status. (Management may consider exceptions on a case by-case basis and only for operational necessity or personal hardships; for probationary CVEOs, see above); or
- b. The applicant has been in Leave Without Pay (LWOP) status within three (3) months of the transfer request, except for authorized LWOP that has been taken in accordance with [Article 14](#), Family and Medical Leave, [Article 31](#), Union Activities, [Article 39](#), Labor/Management Communication Committee, Military

Leave, Domestic Violence Leave, Workers Compensation, Volunteer Firefighting Leave, Military Family Leave, Child and Elder Care Emergencies, Reducing the Effects of a Layoff, pre-approved LWOP; or

- c. The applicant has been reprimanded or has been under a work plan within three (3) months of the transfer request; or
 - d. The applicant has had other disciplinary action within the last six (6) months; or
 - e. The applicant does not possess the skills and abilities to perform the essential functions of the job; or
 - f. The applicant has already accepted a transfer once within the twelve (12) month period prior to the date the vacancy is advertised unless approved by management as an exception on a case-by-case basis; or
 - g. Appointment of the applicant would result in a violation of agency policy; or
 - h. Other conditions as stated below or agreed to by the Division Commander and the Staff Representative.
4. Other Guidelines for the Transfer Lists:
- a. When an employee has declined a transfer to the same location on two (2) occasions, he or she will be removed from the list for that location. The employee may reapply at anytime, understanding that he or she will be placed at the bottom of the list.

- b. When an employee has accepted a transfer, he or she will be removed from all transfer lists. The employee may reapply at anytime, understanding that he or she will be placed at the bottom of the list.
 - c. No employee will be permitted to have his or her name on more than four (4) transfer lists at any time.
 - d. The Chief or designee will have the final approval on all transfer requests.
 - e. If there are no eligible transfer candidates available for a position, the Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation as long as the permanent employee has the skills and abilities to perform the duties of the position.
5. Acceptance or Rejection of Transfer or Promotion:
- An employee will have a maximum of twenty-four (24) hours to accept or reject an offer.
6. Promotional Testing (CVEO2):
- On a bi-annual or as needed basis, eligible CVEOs will be allowed to test for promotional opportunities. Upon request to WSP Human Resources Division, an employee will be advised of his/her test results.

4.12 Review Periods

A. Probationary Period

- 1. Every part-time and full-time employee, following his or her initial appointment to a permanent position, will serve a probationary period of twelve (12) consecutive months.

2. The Employer may separate a probationary employee at any time during the probationary period, and such separation will not be subject to the grievance procedure in [Article 32](#). The Employer will provide the employee five (5) working days written notice prior to the effective date of the separation. If the Employer fails to provide five (5) working days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given.
3. The Employer will extend an employee's probationary period, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service. An employee's probationary period will not be extended due to time spent on temporary layoff unless there is mutual agreement between the Employer and the employee.
4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be twelve (12) consecutive months, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than twelve (12) consecutive months.
5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the twelve (12) month probationary period

B. Trial Service Period

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

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

- a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification.
- b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will use the order listed above, with the Employer determining the position the employee may revert to.

The employee must have the skills and abilities required for the position. The reversion option will be within a reasonable commuting distance for the employee.

4. With prior written notice by the Employer, an employee who does not successfully complete his or her trial service period may be offered an opportunity to revert to a position in the same agency, that is:
 - a. Vacant or filled by a non-permanent employee and is within the trial service employee's previously held job classification; or
 - b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

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

5. Any unsuccessful employee who has no reversion options may request that his or her name be placed on the agency's internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previously attained permanent status.
6. The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in [Article 32](#). An employee who is separated during his or her trial service period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation.

4.13 Return-to-Work Initiative Program

Benefits under this program will be applied in accordance with [WAC 357-19-505](#) through [WAC 357-19-535](#).

4.14 Interviews – WSDOT Only

The Employer will offer at least four (4) internal candidates, if available, the opportunity to interview for permanent positions, in accordance with Article 4.9A (2). Candidates who have been interviewed will be advised of the result.

4.15 Background Checks—Enhanced Drivers License LSR’s

All applicants for EDL LSR position will be subject to a background check, which will consist of a fingerprint-based FBI criminal history background check, a validation of references, and a verification of U.S. citizenship. The failure of a background check shall not be subject to the grievance procedure.

As part of a discussion of Probation and Trial Service periods for new WSP – CVEOs, the Memo below addresses significant delays in training new CVEOs before they reach the end of their Probation or Trial Service period.

Memorandum Of Understanding BETWEEN THE WASHINGTON STATE PATROL AND THE PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17

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

Given the desire of the parties to hire new employees and transfer current employees in order to satisfy unprecedented recruitment needs for the CVEO classification, acknowledging the difficulty of making new appointments to the classification then scheduling employees for the CVEO Basic Academy at the State facility, and acknowledging the Employer’s need to assess the performance of employees after

completing the CVEO Basic Academy training, the parties agree to amend the Probation Period and Trial Service Period language in Article 4.12 A and B as follows:

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

The provisions of this MOU become effective for appointments made on or after this date and expires on June 30, 2019.

ARTICLE 5
PERFORMANCE EVALUATION
(No Changes)

ARTICLE 6
HOURS OF WORK

6.1 Definitions

- A. Engineering Employees
Overtime-eligible employees who work in positions in the Engineering Services and Engineering Technician bargaining units.
- B. Full-time Employees
Employees who are scheduled to work an average of forty (40) hours per workweek.

C. Overtime-Eligible Position

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

D. Overtime-Exempt Position

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

E. Part-time Employees

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

F. Shift Employees

Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift.

G. Workday

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

H. Work Schedules

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

I. Work Shift

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

J. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods.

Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the Appointing Authority. If there is a change in their workweek, employees will be given written notification by the Appointing Authority.

6.2 Determination

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

6.3 Overtime-Eligible Employees (Excluding Engineering Positions)

A. Regular Work Schedules

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

B. Daily Work Shift Adjustment

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

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

1. When an employee requests to adjust his or her hours within the work shift and works no more than forty (40) hours within the workweek.
2. To Property and Acquisition Specialists 1-6 classifications that have an inherent need for flexibility to adjust their daily work schedules within the regular workweek to accomplish assigned job duties and responsibilities. When adjusting an employee's work schedule, the Employer will consider an employee's preference as long as the agency can meet business and customer needs and without causing an additional cost to the agency.
3. When adjusting a Licensing Service Representative's (LSR) work schedule under this section, the Employer will consider an employee's preference as long as the agency can meet the business and customer needs and without causing an additional cost to the agency.

C. Alternate Work Schedules

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

D. WSP Workweek Defined - Overtime-Eligible Shift Employees

For the purpose of this Agreement, the workweek is defined as continuous five (5) work-days-per-week shifts which rotate each twenty-eight (28) calendar days to a different schedule of regular days and hours per week. The rotation involves extended or shortened time off between the ending

shift of one schedule and the beginning shift of the next, but does not require more than eight (8) hours work in any one (1) twenty-four (24) hour period within a schedule or more than fifty-two (52) forty (40) hour workweeks per year.

E. Temporary Schedule Changes (Excluding WSDOT Real Estate Services)

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

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

F. Permanent Schedule Changes (Including WSDOT Real Estate Services)

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

If the Employer changes the permanent work schedule of an overtime-eligible employee without giving at least seven (7) day's notice of the change, employees will be paid for all time worked outside the scheduled

hours or days at one and one half (1 1/2) times their base rate for the duration of the notice period.

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

H. Emergency Schedule Changes

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

I. Employee-Requested Schedule Changes

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

6.4 Overtime-Eligible Engineering Employee Work Schedules

A. Regular Work Schedules

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

each employee in writing of their work week, work shift and work schedule.

B. Daily Work Shift Adjustment

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

C. Alternate Work Schedules

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

D. Temporary Schedule Changes

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

daily work schedule and/or shift or a return to the employee's regular work schedule and/or shift do not constitute a temporary schedule change.

E. Permanent Schedule Changes

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

F. When a change in an overtime-eligible engineering employee's assigned hours or shift is made on a same day basis, the employee may work their scheduled shift for that day only, unless the combined total hours would exceed sixteen (16) hours in a twenty-four (24) hour period. Overtime pay and shift or schedule change penalty pay will not be paid for the same incident.

G. Emergency/Unforeseen Schedule Changes

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

H. Employee-Requested Schedule Changes

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

- I. Overtime-eligible engineering employees will not be required to work in excess of sixteen (16) hours in any twenty-four (24) hour period except in extreme emergencies. After working sixteen (16) hours in a twenty-four (24) hour period (meal and rest periods notwithstanding), DOT employees will be allowed a rest period of at least eight (8) hours off. If the eight (8) hours off overlap the employee's regular shift, up to ~~four (4)~~ eight (8) hours of such an overlap will be a paid reassignment to home for resting purposes.

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

Positions assigned to field crews in the Travel Data & Analysis and Roadway Branch in the Statewide Travel & Collision Data and the GIS & Roadway Data Offices within the Washington State Department of Transportation require conditions of employment that necessitate adjustment of hours by employees. These positions will be assigned preset schedules and task assignments, which may require attendance at certain hours, arranged in such a manner so as to be accomplished within forty (40) hours within a workweek.

The employees are responsible to adjust their hours and breaks when assigned to field work to best accomplish their workload within forty (40) hours within the workweek, with the exception of those hours of an emergent nature.

These employees continue to be covered by [Subsections 6.4 A-I](#).

6.5 Overtime-Eligible Unpaid Meal Periods

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

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 Overtime-Eligible Rest Periods

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

periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

6.8 Positive Time Reporting – Overtime-Eligible Employees

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

6.9 Overtime-Exempt Employees

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

- A. The Employer determines the products, services and standards which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Appointing authorities may approve overtime-exempt employee accrual of exchange time for extraordinary and excessive hours worked. Exchange time may be accrued at straight time to a maximum of eighty (80) hours. When an employee accrues forty (40) hours of exchange time, the

employee and the Employer will develop a plan for the employee to use the accrued exchange time in the next ninety (90) days. Employees may request to use exchange time in lieu of sick leave and vacation leave.

Exchange time has no cash value and cannot be transferred between agencies.

- E. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- F. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

6.10 Clean up Time

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

6.11 WSP Shift Coverage, Bidding and Assignment

A. Shift Coverage

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

B. Shift Bidding

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

1. Locations Not Currently Bidding Shifts:

If the station wants to adopt shift bidding, change the type of bidding (i.e., "straight" to "block"), or wants to change the duration of bids, a show of interest is required. Where there is a show of interest, the Employer will conduct a vote in November.

If there is no show of interest, the station will return to rotating shifts.

2. Locations Currently Bidding Shifts:

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

- a. All votes require fifty-five percent (55%) consent to pass. A non-vote or no preference vote is a “no” vote.
- b. By mutual agreement between the Employer and employees in each location, bid duration will be for three (3) months, six (6) months, or the entire year.
- c. The Employer can use up to twenty-five percent (25%) of the shifts as rotating shifts if necessary. In addition to the twenty-five percent (25%), the Employer may assign probationary employees to rotating shifts for up to one (1) year.
- d. Vacated or newly established shifts will not be available for bidding until the next bid cycle. An employee transferring into a location utilizing a shift bidding process will be scheduled into the vacated or new shift for the remainder of the current bidding period. A newly hired employee may be scheduled into the vacated or new shift for the remainder of the current bidding period.

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

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

- i. The most senior volunteer, determined by time in classification then time in bargaining unit; and
- ii. The least senior employee on a shift compatible with the operational need.

3. Communications Officers and Communications Officer Assistants
Shift Bidding:

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

4. CVO/CVEO Shift Bidding:

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

5. WSP Information Technology Specialist Shift Bidding:

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

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

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

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

7. Staff Meetings for Shift Employees:

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

8. Multiple Shift Assignments within a Workweek:

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

6.12 Licensing Services Office Weekly Schedules

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

Article 7 - Overtime (No Changes)

Article 8 - Training and Employee Development (No Changes)

Article 9 - Developmental Advancement

(No Contract Changes. Parties agree to extend the current Memo below for further Labor / Management discussions regarding potential future changes for new employees in the Transportation Technician series.)

Memorandum of Understanding Between The Department of Transportation and Professional and Technical Employees Local 17

During negotiations for the ~~2015-2017~~ 2017 - 2019 collective bargaining agreement, the Employer and the Union were unable to come to agreement on changes to Article 9. While parties agree to maintain current contract language for Article 9 of the ~~2015-2017~~ 2017 - 2019 agreement, the parties will meet in the interim to explore changes to Article 9 building upon the discussions during the 2015-2017 negotiations. The provisions of this MOU expire June 30, ~~2017~~ 2019.

Article 10 - Holiday (No Changes)

ARTICLE 10

HOLIDAYS

10.1 Paid Holidays

Employees will be provided the following paid non-working holidays per year:

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

If the above paid non-working holidays are amended by the legislature during the term of this Agreement, the amended holidays will apply.

10.2 Holiday Rules

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

- A. Employees will be paid at a straight-time rate even though they do not work.
- B. In addition to Subsection A above, employees will be paid for the hours actually worked on a holiday at the overtime rate, in accordance with [Article 7](#), Overtime.
- C. For full-time employees with a Monday-through-Friday work schedule:

1. When a holiday falls on a Saturday, the Friday before will be the holiday.
2. When a holiday falls on a Sunday, the following Monday will be the holiday.

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

1. When a holiday falls on the employee's scheduled workday, that day will be considered the holiday.
2. When a holiday falls on the employee's scheduled day off, the agency will treat the employee's workday before or after as the holiday.
3. Upon approval, an employee may schedule an alternate day off as his or her holiday as long as the requested day off falls within the same pay period- as the holiday, or in either workweek adjacent to that pay period.

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

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

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

- F. Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (but not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- G. A full-time employee will qualify for holiday compensation if he/she is employed before the holiday and is in pay status:
 - 1. For the entire work shift preceding the holiday; or
 - 2. For at least eighty (80) non-overtime or non-standby hours during the month, not counting the holiday.

10.3 Personal Holidays

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

- A. An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period.
- B. The Employer will release the employee from work on the day selected as the personal holiday, provided:
 - 1. The employee has given at least fourteen (14) calendar days written notice to the supervisor. However, the employee and supervisor may agree upon an earlier date, and
 - 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
- C. Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry

over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied.

- D. Agencies may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday would impair operational necessity.
- E. Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.
- F. A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.
- G. Part or all of a personal holiday may be donated as shared leave, in accordance with [Article 13](#), Shared Leave. Any portion of a personal holiday that remains or is returned to the employee, will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- H. Upon request, an employee will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, [WAC 296-130](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.
- I. Upon request, an employee will be approved to use part or all of his or her personal holiday as provided for by the Military Family Leave Act, [RCW 49.77](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of

the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.

- J. Upon request, an employee will be approved to use part or all of his or her personal holiday as provided for by the Domestic Violence Leave Act, [RCW 49.76](#). Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in [Subsections 10.3](#) B, C, and D above.

Parties agree to future Labor / Management meeting to discuss LSR compensation for Holidays for Tuesday – Saturday offices.

ARTICLE 11

VACATION LEAVE

11.1 Vacation Leave Credits

~~After six (6) months of continuous state employment, full-time and part-time employees will be credited with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, f~~Full-time and part-time employees will be credited with vacation accrued monthly, according to the rate schedule and vacation leave accrual below.

11.2 Vacation Leave Accrual

Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue vacation leave according to the rate schedule provided in [Section 11.3](#) below. Vacation leave accrual for part-time employees will be proportionate to the number of hours the part-time employee is

in pay status during the month to that required for full-time employment. Employees on approved military leave will continue to accrue vacation leave proportionate to the number of hours the employee is in pay status during the month to that required for full-time employment.

11.3 Vacation Leave Accrual Rate Schedule

Full Years of Service	Hours Per Year
During the first <u>and second</u> years of current continuous employment	Ninety-six (96) <u>One hundred twelve (112)</u>
During the second year of current continuous employment	One hundred four (104)
During the third and fourth years of current continuous employment	One hundred twelve (112) <u>One hundred twenty (120)</u>
<u>During the fourth year of current continuous employment</u>	<u>One hundred twenty-eight (128)</u>
During the fifth, <u>and sixth</u> , and seventh years of total employment	One hundred twenty (120) <u>One hundred thirty-six (136)</u>
During the <u>seventh</u> , eighth, <u>and ninth</u> , and tenth years of total employment	One hundred twenty-eight <u>forty-four</u> (128 <u>144</u>)
During the <u>tenth</u> , eleventh, <u>twelfth</u> , <u>thirteenth</u> , and <u>fourteenth</u> years of total employment	One hundred thirty-six <u>sixty</u> (136 <u>160</u>)
During the twelfth year of total employment	One hundred forty-four (144)
During the thirteenth year of total employment	One hundred fifty-two (152)
During the fourteenth year of total employment	One hundred sixty (160)
During the fifteenth year of total employment	One hundred sixty-eight (168)
During the <u>fifteenth</u> , <u>sixteenth</u> , <u>seventeenth</u> , <u>eighteenth</u> , and <u>nineteenth</u> years of total employment and thereafter	One hundred seventy-six (176)
<u>During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment</u>	<u>One hundred ninety-two (192)</u>
<u>During the twenty-fifth year of total employment and thereafter</u>	<u>Two hundred (200)</u>

11.4 Vacation Scheduling for 24/7 Operations [at Washington State Patrol](#)

- A. By December 31st of each year, employees who work in operations that are twenty-four (24) hours, seven (7) days a week, may submit in writing to their supervisor their preferences for different segments of vacation for the period March 1st of the next year through the end of the following February.

A “segment” is five (5) or more contiguous days of vacation leave. When all employees have selected their first vacation segment, employees may then pick a second vacation segment.

The Employer will compile and post a vacation leave schedule. Employees on this schedule will have priority and will be granted vacation leave at the times specified, if possible.

- B. In the event that two (2) or more employees request the same vacation period and the supervisor must limit the number of people who may take vacation leave at one time due to business needs and work requirements, preference will be first by vacation segment (first or second), then by classification (i.e., CO2, then CO1/CO, then COA), then by seniority in the classification (i.e., CO2, then CO1/CO, then COA), then unbroken seniority in the bargaining unit. In the event two (2) or more employees have the same seniority date, ties will be broken by lot for each segment. Employees who voluntarily demote or complete trial service for six (6) months or less in state service outside of the bargaining unit, including six (6) months or less in an exempt position, will be accorded unbroken seniority in the classification and bargaining unit upon return to their previous classification.

Employees who revert or voluntarily demote from a classification within the bargaining unit will be accorded unbroken seniority in the

classification and bargaining unit upon return to their previous classification.

- C. In addition to vacation leave approved in Subsection B above, employees may request vacation leave at any time on a first come, first served basis. Approval of supplemental requests will take into consideration the annual vacation leave schedule, which will take precedence, as well as operational needs.
- D. Employees who have been approved to transfer to a new station prior to December 31 and will report to his or her new station by March 1, shall submit vacation requests to the employee's new station in accordance with Subsections A, B, and C above. Employees who have been approved to transfer to a new station after December 31 shall submit vacations requests to the employee's new station in accordance with Subsection C above.

11.5 Vacation Scheduling for DOL-LSRs

- A. During November of each calendar year, LSRs will be given the opportunity to submit tentative requests for vacation leave throughout the following year; these requests will be considered as simultaneous. Leave will be granted based on business needs and work requirements, with consideration made to grant requests for the same time off when possible.
- B. The supervisor will then compile all tentative leave requests onto one calendar or list and post. Leave requests will remain confidential until posting. Employees will have ten (10) working days to resolve any conflicts between requests. An employee's attempt to resolve a conflict cannot cause a new conflict with another tentative leave request.
- C. After the ten (10) day period, if more than one (1) employee has submitted a tentative leave request for the same time period, and all requests cannot be granted, the leave time will be granted by rotation based on seniority

using the procedure approved by the Driver Examining Administrator. This process will be completed by the end of each calendar year.

- D. Seniority for this Section is defined as the last unbroken time worked in that Licensing Services Office.
- E. LSRs who transfer to another Licensing Services Office during the year will not maintain any pre-approved leave status. Should there be a conflict with the existing tentative vacation leave schedule in the new office, the LSR transferring in will be placed at the bottom of the tentative leave list.
- F. Leave slips for pre-approved tentative leave must be submitted electronically two (2) weeks or more prior to the requested leave. Failure to submit leave slips as required may result in the leave being cancelled.
- G. Outside of the tentative leave process, LSRs may request vacation leave at any time on a first come, first served basis. Approval of these requests shall take into consideration the tentative vacation leave schedule and the business operation needs of the agency, which shall take precedence.

11.6 Vacation Scheduling for All Employees

- A. Vacation leave will be charged in one tenth (1/10th) of an hour increments. At the employee's discretion, vacation leave may be used by the employee in all circumstances where another form of leave may be granted, excluding compensatory time in accordance with [Article 7](#), Overtime, [Subsection 7.4 C](#).
- B. When considering requests for vacation leave, the Employer will take into account the desires of the employee but may require that leave be taken at a time convenient to the employing office or department.

- C. Vacation leave will be approved or denied within ten (10) calendar days of the request. If the leave is denied, a reason will be provided in writing. Vacation leave may be approved on short notice.
- D. Vacation leave will be approved for parental leave in accordance with [Article 14](#), Family and Medical Leave.
- E. Employees will not request or be authorized to take scheduled vacation leave if they will not have sufficient paid leave (vacation leave, personal holiday, compensatory time or exchange time) to cover such absence.

11.7 Family Care

Employees may use vacation leave for care of family members as required by the Family Care Act, Chapter [296-130](#) WAC.

11.8 Military Family Leave

Employees may use vacation leave for up to fifteen (15) days, per deployment, for leave as provided for by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 19.8](#).

11.9 Domestic Violence Leave

Employees may use vacation leave for leave as provided for by the Domestic Violence Leave Act, [RCW 49.76](#).

11.10 Vacation Cancellation

Should the Employer be required to cancel scheduled vacation leave because of an emergency or exceptional business needs, affected employees may select new vacation leave from available dates. In the event the affected employee has incurred non-refundable, out-of-pocket vacation expense, the employee may be reimbursed by the Employer. Proof of payment may be required. Vacations approved prior to notification of reassignment will be honored for employees who are reassigned in accordance with [Article 42](#), Compensation, [Section 42.11](#).

11.11 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum;

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, an employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.12 Separation

Any employee who resigns with adequate notice, retires, is laid-off or is terminated by the Employer, will be entitled to payment for vacation leave credits. In addition, the estate of a deceased employee will be entitled to payment for vacation leave credits.

ARTICLE 12

SICK LEAVE

12.1 Sick Leave Accrual

After a full-time employee has been in pay status for eighty (80) non-overtime hours in a month, the employees will accrue eight (8) hours of sick leave. Part time employees will accrue sick leave on a pro rated basis in the following manner: Part-time employees' sick leave accrual will be proportionate to the number of hours the part-time employee is in pay status in the month to that required for full-time employment.

12.2 Sick Leave Use

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
- B. Care of family members as required by the Family Care Act, [WAC 296-130](#).
- C. Qualifying absences for Family and Medical Leave ([Article 14](#)).
- D. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- E. Preventative health care of relatives or household members, up to one (1) day for each occurrence.
- F. Illness of a child.
- G. Illness of relatives or household members, up to five (5) days for each occurrence or as extended by the Employer.
- H. Up to fifteen (15) days, per deployment, for leave for Military Family Leave as provided for by [RCW 49.77](#) and in accordance with [Article 19.8](#).
- I. Leave for Domestic Violence as provided for by [RCW 49.76](#).

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

The Employer ~~may~~ will allow an employee who has used all of his or her sick leave to use compensatory time or vacation leave for sick leave purposes. All compensatory time or vacation leave requests for sick leave purposes will indicate that the compensatory time or vacation leave is being requested in lieu of sick leave.

12.4 Restoration of Vacation Leave

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

12.5 Sick Leave Reporting and Verification

- A. An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee shall notify his or her supervisor as soon as possible, and must provide at least two (2) hours notice prior to his or her scheduled time to report to work (excluding leave taken in accordance with Domestic Violence Leave). The supervisor may engage in a conversation with the employee regarding the potential duration of their absence but will not inquire regarding specific medical information that is protected by law.
- B. If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. [The employer will notify the employee of the basis for the suspected abuse. Upon the employee's written request, the Employer will consider removal from medical verification requirement and respond to the request in writing.](#)
- C. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. This requirement is intended to ensure that the employee's return to work would not harm the employee or others.

12.6 Sick Leave Annual Cash Out

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

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

12.7 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hour basis. For the purposes of this Section, retirement shall not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with state and federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

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

12.8 Re-employment

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

12.9 Carry Forward and Transfer

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

ARTICLE 13

SHARED LEAVE

13.1 The purpose of the shared leave program is to permit state employees to come to the aid of their fellow state employees.

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

1. ~~e~~Called to service in the uniformed services; ~~who is~~

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

3. Bonding with their newborn, adoptive or foster child;

4. Sick or temporarily disabled because of pregnancy and/or childbirth;

5. ~~a~~A victim of domestic violence, sexual assault, or stalking; ~~or who~~
is

6. ~~s~~Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; ~~which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.~~

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

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

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

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

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

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

5. “Parental leave” means leave for bonding after the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child for a period of up to sixteen (16) weeks immediately after the birth or placement.

6. “Pregnancy disability leave” means leave for pregnancy or childbirth related disability as defined in WAC 162-30-020.

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

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

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

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

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

12.J.—“Victim” means a person that domestic violence, sexual assault, or stalking has been committed against as defined in this Section.

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

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

- B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under [RCW 51.32](#) if the employee qualifies under Articles within this contract.
- C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Articles within this contract.
- D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Articles within this contract.
- ~~E.~~ The employee has abided by agency policies regarding the use of sick leave and vacation leave if the employee qualifies under Subsection 13.3.A.5
- ~~EF.~~ A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 13.3 A.3.
- ~~FG.~~ Donated leave may be transferred from employees of one agency to an employee of the same agency or, with the approval of the heads or designees of both state agencies, higher education institutions, or school districts/educational service districts, to an employee of another state agency, higher education institution, or school district/educational district.

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

- A. The receiving employee:
 - 1. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
 - 2. Has been called to service in the uniformed services; or

3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
 4. Is a victim of domestic violence, sexual assault, or stalking.
 5. Is taking parental leave and/or pregnancy disability leave.
- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, ~~or~~ consequence of domestic violence, sexual assault, or stalking or parental and/or pregnancy disability leave has caused, or is likely to cause, the receiving employee to:
1. Go on leave without pay status; or
 2. Terminate state employment
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete his or her:
1. Vacation leave, sick leave, and personal holiday reserves if the employee qualifies under Subsection 13.3 A.1; or
 2. Vacation leave and paid military leave allowed under [RCW 38.40.060](#) if the employee qualifies under Subsection 13.3 A.2.; ~~or~~
 3. Vacation leave and personal holiday if the employee qualifies under Subsection 13.3 A.3, or 13.3 A.4.; or
 4. Personal holiday, vacation leave and sick leave if the employee qualifies under Subsection 13.3.A.5. However, the employee is

not required to deplete all of their vacation and sick leave and can maintain up to forty (40) hours of each of vacation and sick leave.

- E. The agency head or designee permits the leave to be shared with an eligible employee.
 - F. The donating employee may donate any amount of vacation leave, provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated.
 - G. Employees may donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
 - H. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
 - I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.
- 13.4** The agency head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment, except that, the Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature. Shared leave received under the uniformed service shared leave pool in [RCW 41.04.685](#) is not included in this total. A non permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use

shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

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

1. aA medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 13.3 A.1.; ~~The agency head or designee will require the employee to submit, prior to approval or disapproval,~~

2. aA copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 13.3 A.2.; ~~The agency head or designee will require the employee to submit, prior to approval or disapproval,~~

3. pProof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 13.3 A.3.; ~~The agency head or designee will require the employee to submit, prior to approval or disapproval,~~

4. vVerification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 13.3 A.4.; or

5. Verification of the birth, adoption or foster care placement of a child and/or a medical certificate from a licensed

physician or health care practitioner verifying pregnancy disability under Subsection 13.3.A.5.

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

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

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

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

13.8 A. All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 13.3 A.1.

B. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 13.3 A.2, 13.3 A.3, or 13.3 A.4.

C. All forms of paid leave, except for vacation and sick leave in Subsection 13.3.D.4, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 13.3.A.5.

13.9 A. Any shared leave ~~not used~~ longer needed or will not be needed at a future time in connection with the original injury or illness or for any other qualifying

condition by the recipient, ~~during each incident/occurrence~~ as determined by the agency head or designee, will be returned to the donor(s). ~~Before returning~~

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

1. ~~in connection with an injury or illness, The agency head or designee receives from the receiving employee a doctor's statement verifying the injury or illness is resolved; or-~~

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

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

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

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

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

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

ARTICLE 14

FAMILY AND MEDICAL LEAVE

- 14.1 A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the Washington state Family Leave Act (WFLA) of 2006 and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA/WFLA leave in a twelve (12) month period for one or more of the following reasons 1-4:
1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
 3. FMLA/WFLA leave to care for a spouse, son, daughter, parent, or domestic partner as defined by [RCWs 26.60.020](#) and [26.60.030](#) who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) weeks of FMLA; and/or
 4. FMLA/WFLA leave for a qualifying exigency when the employee's spouse, child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post deployment reintegration briefings.

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

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

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

- B. Entitlement to FMLA/WFLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, exchange time, personal holidays, compensatory time off, or shared leave.

14.2 The FMLA/WFLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA/WFLA leave.

Each time an employee takes FMLA/WFLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

- 14.3** The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA/WFLA. The employee will be required to pay his or her share of health care premiums.
- 14.4** The Employer has the authority to designate absences that meet the criteria of the FMLA/WFLA. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for an FMLA/WFLA qualifying event will run concurrently with, not in addition to, the use of the FMLA/WFLA leave for that event. The use of paid or unpaid leave will be at the employee's option. However, any employee using paid leave for a family medical leave qualifying event must follow the notice requirements relating to family medical leave usage in addition to any notice and certification relating to paid leave.

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

- 14.65** A. Parental leave will be granted to the employee for the purpose of bonding with his or her ~~natural~~ newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA/WFLA and shared leave, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA/WFLA and shared leave may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 3 of the grievance procedure in [Article 32](#).
- B. Parental leave may, at the employee's option, be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, shared leave, or leave without pay. Sick leave may

only be used for the same time period the employee is approved and using FMLA or WFLA leave for baby bonding purposes.

14.76 The Employer may require certification from the employee's, the family member's, or covered service member's health care provider for the purpose of qualifying for FMLA/WFLA.

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

14.98 Upon returning to work after the employee's own FMLA/WFLA qualifying illness, the employee may be required to provide a fitness for duty certificate from a health care provider.

14.109 An employee returning from FMLA/WFLA leave will have return rights in accordance with FMLA and WFLA.

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

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

14.132 Pregnancy disability leave will be granted for the period of time that an employee is sick or temporarily disabled because of pregnancy and/or childbirth. An employee must submit a written request for disability leave due to pregnancy and/or childbirth in accordance with agency policy. An employee may be required to submit medical certification or verification for the period of the

disability. Such leave due to pregnancy and/or childbirth may be a combination of sick leave, vacation leave, personal holiday, compensatory time, exchange time, shared leave and leave without pay. The combination and use of paid and unpaid leave will be the choice of the employee.

ARTICLE 16

MISCELLANEOUS LEAVE

- 16.1** Subject to the Employer's approval, employees may be allowed paid leave, during scheduled work time, for:
- A. Examinations or interviews for state employment,
 - B. To receive assessment from the Employee Assistance Program,
 - C. To serve as a member of a jury, or
 - D. To appear in court or an administrative hearing, as specifically provided below.
 - E. Bereavement leave may be used for a death of any relative that requires the employee's absence from work. Leave for bereavement is limited to three (3) days or as extended by the agency for travel. Relatives are defined for this purpose as spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), significant other, son, daughter, stepchild, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, stepparent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), or significant other.
 - F. For life-giving procedures, when approved in advance
When approved, employees will receive paid leave, not to exceed five (5) working days in a two (2) year period, for participating in life-giving

procedures. “Life-giving procedure” is defined as a medically-supervised procedure involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments. Employees will provide reasonable advance notice and written proof from an accredited medical institution, physician or other medical professional that the employee participated in a life-giving procedure. Agencies may take into account program and staffing replacement requirements in the scheduling of leave for life-giving procedures.

16.2 Examinations/Interviews

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

16.3 Employee Assistance Program

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

16.4 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of their jury summons.

16.5 Witness/Subpoena

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave, during scheduled work time, to appear as a witness in court or an administrative hearing for work-related cases, or as a witness in a criminal proceeding unless he or she:

- A. Is a party in the matter and is not represented by the Attorney General’s Office of the State of Washington, or

B. Has an economic interest in the matter.

However, nothing in this Section shall preclude an employee from receiving regular pay to appear in court or an administrative hearing on behalf of the Employer.

16.6 Except as otherwise noted in this Article, employees shall not be eligible for per diem or travel expenses under this Article.

16.7 Personal Leave Day

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

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

1. The employee has given at least fourteen (14) calendar days' written notice to his or her supervisor. However, the supervisor has the discretion to allow a shorter notice period.
2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.
3. For positions requiring backfill or relief, the release from duty will not cause an increase in agency costs due to the need to provide coverage for the employee's absence.

C. Personal leave may not be carried over from one (1) fiscal year to the next.

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

- E. Upon request, an employee will be approved to use part or all of his or her personal leave day for:
1. The care for family members as required by the Family Care Act, [WAC 296-130](#);
 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#) and in accordance with [Article 19.8](#); or
 3. Leave as required by the Domestic Violence Leave Act, [RCW 49.76](#).

MEMORANDUM OF UNDERSTANDING

BETWEEN

Article 21

Uniforms, Tools and Equipment

**(No changes to article. The following MOU addresses
Personal Appearance Standards for WSP – COs)**

THE WASHINGTON STATE PATROL

AND

THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

During negotiations for the 2017-2019 collective bargaining agreement, the Employer and the Union were unable to reach agreement on changes to Article 21. The parties agree to maintain current contract language for Article 21 of the 2017-2019 agreement. Upon request from the Union, the parties will meet in the interim to discuss Article 21 with no obligation or agreement that changes will be made.

The provisions of this MOU expire June 30, 2019.

Article 25

Licensure and Certification

(No changes to article. The following MOU addresses potential stipends at WSDOT for certain professional licenses and certifications.)

MEMORANDUM OF UNDERSTANDING BETWEEN

THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

AND

THE PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 17

During negotiations for the 2017-2019 collective bargaining agreement, the Employer and the Union were unable to reach agreement on changes to Article 25. The parties recognize the value that professional licensure brings to employees and WSDOT in their career advancement. Prior to December 31, 2016, the parties agree to meet to explore opportunities to incentivize employees to obtain professional licensure.

The provisions of this MOU expire June 30, 2019.

ARTICLE 29

DISCIPLINE

- 29.1** The Employer will not discipline any permanent employee without just cause.
- 29.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

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

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

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

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

29.4 Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee in writing of the reasons for the contemplated discipline and an explanation of the evidence. The Employer will provide the Union with a

copy. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre disciplinary meeting with the Employer will be considered time worked.

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

29.6 Removal of Documents

- A. Written reprimands will be removed from an employee's personnel file or from the WSP disciplinary file after three (3) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.

- B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after six (6) years if:
 - 1. Circumstances do not warrant a longer retention period; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.

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

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

ARTICLE 35

SENIORITY

35.1 Definition

A. Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on-call employees will be based on actual hours worked. Actual hours worked includes all regular and overtime hours worked, and all paid holiday and leave hours, and excludes compensatory time off. For purposes of calculating actual hours worked for part-time and on-call employees, forty (40) hours will equal seven (7) days of seniority. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

1. Military leave or United States Public Health Service leave;
2. Compensable work-related injury or illness leave;
3. Governmental service leave and leave to enter the Peace Corps, not to exceed twenty-seven (27) months;
4. Educational leave, contingent upon successful completion of the coursework; and/or
5. Reducing the effects of layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with [Article 36.5](#), Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are

separated from state service due to layoff, and are re-employed within three (3) years of their separation date, will not be considered to have a break in service. For purposes of calculating actual hours worked for part-time or on-call employees, forty (40) hours will equal seven (7) days of seniority.

- B. As provided for in [RCW 41.06.133](#) (1) (m), for the purposes of layoff, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#).
- C. When an agreement is reached between the employer and an employee to have the employee move from full-time, part-time or on call, the employee will not suffer a break in service.

35.2 Ties

If two (2) or more employees have the same unbroken state service date, ties will be broken in the following order:

- A. Longest continuous time within their current job classification;
- B. Longest continuous time with the agency; and
- C. By lot.

35.3 Seniority List

The Employer will prepare and post a seniority list. The list will be posted annually for the purpose of informing employees of possible changes to their seniority date. The list will contain each employee's name, job classification and seniority date as established under 35.1 A. Employees who may have seniority credit accrued under 35.1 B will be denoted by an asterisk next to their seniority date and will be expected to contact the Human Resources Office in order to confirm the amount of credit. Agencies will notify their employees when the list is posted. Employees will have twenty-one (21) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date

will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

ARTICLE 39

LABOR/MANAGEMENT COMMUNICATION COMMITTEE

39.1 Purpose

Upon agreement by the appropriate employer and union representatives, a Labor/Management Communication Committee(s) may be established at statewide and/or local levels of the Employer's agencies. The purpose of the committee(s) is to provide continuing communication between the parties and to promote constructive labor/management relations.

39.2 Committees

If established, the committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties:

A. Composition

Committees will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional staff representatives of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional employer and employee representatives may be added.

B. Participation

1. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work.

2. Employees attending committee meetings during their work time will have no loss in pay. These employees may be granted reasonable travel time during their normal working hours, as determined by the Employer, to travel to and from labor management communication committee meetings. Attendance at or travel to and from meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

C. Meetings

All committee meetings will be scheduled on mutually acceptable dates and times. Agenda items will be exchanged prior to the meeting date.

D. Scope of Authority

Committee meetings will be used for discussions only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any committee's activities will be subject to the grievance procedure in Article 32.

E. Public Disclosure Requests

The Agency (WSDOT, WSP, or DOL) will notify the Union of any public disclosure requests the Agency receives made in regard to items discussed at labor/management communication committee meetings convened between the Agency (WSDOT, WSP, or DOL) and the Union.

39.3 2017-2019-2021 Master Agreement Negotiations

A. Release Time

The Employer will provide up to sixty-four (64) person-days of paid leave for formal negotiations for union team members who are scheduled to work on the day negotiations are being conducted. After sixty-four (64) person days of formal negotiations, the Union may request the parties

meet and discuss additional paid release time for union team members. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay, or, at the discretion of their supervisor, an employee may be allowed to adjust his or her work hours for all remaining formal negotiation sessions and for all travel to and from the sessions for union members, provided the absence of the employee for negotiations does not create significant and unusual coverage issues. Per diem and travel expenses will be paid by Local 17 for union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

Bargaining sessions will be closed to the press and the public unless agreed upon otherwise by the chief spokespersons. No proposals will be placed on the parties' websites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

~~C. The provisions of this article will terminate on June 30, 2017.~~

D. Public Disclosure Requests

The Office of Financial Management/Labor Relations Office (OFM/LRO) will notify the Union of any public disclosure requests the OFM/LRO receives made in regard to master agreement negotiations convened between the OFM/LRO and the Union.

39.4 Demand to Bargain – Release Time and Travel

A. The Employer will approve paid release time for up to three (3) employee representatives who are scheduled to work during the time negotiations are being conducted. The Employer will approve compensatory time, vacation

leave, exchange time or leave without pay for additional employee representatives provided the absence of the employee does not create significant and unusual coverage issues. The Union will provide the Employer with the names of its employee representatives at least ten (10) calendar days in advance of the date of the meeting.

- B. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay for employee representatives to prepare for and to travel to and from negotiations.
- C. No overtime, compensatory time or exchange time will be incurred as a result of negotiations, preparation for and/or travel to and from negotiations.
- D. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a bargaining session, unless authorized by the agency for business purposes.

39.5 Labor Management Communications Committee – WSDOT

During the term of this agreement, the Employer and the Union will meet quarterly via LMCC as described in Article 39.1 and 39.2. A re-occurring agenda item will be an update on project delivery, in addition to any other mutually agreed upon topics.

ARTICLE 42

COMPENSATION

42.1 Pay Range Assignments

- A. Effective July 1, 20~~17~~¹⁴~~5~~, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule Effective July 1, 20~~16~~¹³~~3~~ through June 30, 20~~17~~¹⁴~~5~~” that it was assigned on June 30, 20~~17~~¹⁴~~5~~. Effective July 1, 20~~17~~¹⁴~~5~~, each

employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2017~~15~~.

- B. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to Step M to address issues related to recruitment, retention or other business needs.
- C. Effective July 1, 2017~~15~~, all ranges and steps of the General Service Salary Schedule will be increased by two ~~three~~ percent (2%) (~~3%~~) as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2017~~15~~.
- D. Effective: July 1, 2018~~16~~, all salary ranges and steps of the General Service Salary Schedule will be increased by two ~~one~~ percent (2%) (~~1%~~), as shown in Compensation Appendix A. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2018~~16~~.
- E. Effective January 1, 2019, all salary ranges and steps of the General Service Salary Schedule will be increased by two percent (2%), as shown in Compensation Appendix A. The salary increase is based on the General Service Salary Schedule in effect on December 31, 2018.
- ~~EF. In addition to C and D above, effective July 1, 2016, all salary ranges and steps in the General Service Salary Schedule, as shown in Compensation Appendix A will be increased by eight tenths of a percent (.8%) or twenty dollars (\$20.00) per month, whichever is greater. NOTE: Twenty dollars (\$20.00) per month is about eleven and one-half cents (\$0.115) per hour.~~
- ~~EG. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C, or D, or E above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.~~

42.2 “SP” Pay Range Assignments

- A. Effective July 1, 20~~17~~¹⁵, each classification represented by the Union will continue to be assigned to the same salary range of the “SP” Range Salary Schedule – Effective July 1, 20~~16~~¹³ through June 30, 20~~17~~¹⁵, that it was assigned on June 30, 2015. Effective July 1, 20~~17~~¹⁵, each employee will continue to be assigned to the same range and step of the “SP” Range Salary Schedule that he or she was assigned on June 30, 20~~17~~¹⁵.
- B. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee’s step to Step M to address issues related to recruitment, retention or other business needs.
- C. Effective July 1, 20~~17~~¹⁵, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by ~~two~~ three percent (~~2%~~^{3%}) as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 20~~17~~¹⁵.
- D. Effective July 1, 20~~18~~¹⁶, all salary ranges and steps of the “SP” Range Salary Schedule will be increased by ~~two~~ one percent (~~2%~~^{1%}), as shown in Compensation Appendix B. This salary increase is based on the General Service Salary Schedule in effect on June 30, 20~~18~~¹⁶.
- E. Effective January 1, 2019, all salary ranges and steps of the General Service Salary Schedule will be increased by two percent (2%), as shown in Compensation Appendix A. The salary increase is based on the General Service Salary Schedule in effect on December 31, 2018.
- EF. In addition to C and D. above, effective July 1, 2016, all salary ranges and steps in the General Service Salary Schedule, as shown in Compensation Appendix A will be increased by eight tenths of a percent (.8%) or twenty dollars (\$20.00) per month, whichever is greater. NOTE: Twenty dollars (\$20.00) per month is about eleven and one-half cents (\$0.115) per hour.

~~FG.~~ Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C, or D, ~~or E~~ above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

42.3 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class which is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

C. Licensing Services Representatives - Temporary Assignment of Supervisory Duties

When an employee is assigned to perform all of the supervisory duties of an LSR 3 or LSR 4 for six (6) hours or more during the work shift, ~~an entire work shift,~~ the employee will be compensated at the appropriate supervisory rate for the work shift(s) worked. Where possible, such appointments will be rotated among qualified LSR 2 employees. This

does not preclude LSR 2s from performing supervisory functions in a training mode for career development purposes.

42.4 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Compensation Appendices A, B, C and D, attached.
- B. In the event the Employer creates new classifications during the term of this Agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

42.5 Periodic Increases

An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following:

- A. For an employee hired prior to July 1 2005, the employee's periodic increment date as of June 30, 2005 is retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired on or after July 1, 2005 at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired on or after July 1, 2005, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service, and the date they receive that increase will be the employee's periodic increment

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

- D. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A-C above.
- E. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

42.6 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class which is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class which is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.
- C. Geographic Adjustments
The appointing authority may authorize more than the step increases specified in Subsections A and B, above, 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. Such an increase may not result in a salary greater than the range maximum.

42.7 Salary Increases to Enhance Recruitment or Address Retention

The Employer may adjust an employee's base salary within their salary range to address issues that are related to recruitment, retention, or other business related reasons.

42.8 Demotion

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

42.9 Transfer

A transfer is defined as an employee-initiated move of an employee from one position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

42.10 Reassignment

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

42.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary of the employee will be set at the range and step the employee would be at if he/she had not left the original position, including any periodic increases or other adjustments.

42.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in [Section 42.6](#), above.

42.13 Part-Time Employment

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

42.14 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible shift employees, overtime-eligible engineering employees, LSRs, and employees in all overtime-eligible CVD classifications will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

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

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

C. An employee who is on standby is not entitled to callback penalty pay if required to return to work after departing the worksite or change the starting time of his or her next scheduled work shift.

D. Emergency Schedule Changes - Department of Transportation

If the Employer makes an emergency schedule change as defined in [Article 6.3](#), Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.15 Shift Premium

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

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

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

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
 - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
 - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
 - 2. For assigned full evening or night shifts, as defined in Subsection B.2, above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the “regular rate.”
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

42.16 Standby

- A. An employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 - 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.

2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
 - C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
 - D. Overtime-eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
 - E. Overtime-exempt employees will be compensated twenty-five dollars (\$25.00) for each day spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

42.17 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the

moving costs which have been paid and may withhold such sum as necessary from any amounts due to the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.18 Salary Overpayment Recovery

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:
 - 1. The amount of the overpayment;
 - 2. The basis for the claim; and
 - 3. The rights of the employee under the terms of this Agreement.

- B. Method of Payback
 - 1. The employee must choose one (1) of the following options for paying back the overpayment:
 - a. Voluntary wage deduction;
 - b. Cash; or
 - c. Check.
 - 2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency.
 - 3. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment

recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 32](#) of this Agreement.

42.19 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

- A. An Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Classes approved for Assignment Pay have the letters “AP” appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay Ranges and Notes are attached as Compensation Appendices C and D to this Agreement.

42.20 Dependent Care Salary Reduction Plan

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

42.21 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

42.22 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis, as permitted by Federal tax law or regulation. Employees may participate to the maximum amount allowable by federal law.

42.23 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2015-2017 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure.

ARTICLE 50

TERM OF AGREEMENT

50.1 Term

All provisions of this Agreement will become effective July 1, ~~2015~~2017, and will remain in full force and effect through June 30, ~~2017~~ 2019; however, in accordance with [RCW 41.80](#), 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.

50.2 Renegotiation

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2016, and no later than January 31, 2016. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

50.3 Reopening

This Agreement may be reopened during its effective term by mutual consent of the Employer and the Union. All requests for negotiations shall be in writing, delivered to the Office of Financial Management's State Human Resources, Labor Relations Section or the Professional and Technical Employees, Local 17, and shall specify items proposed for bargaining. Any additions to this Agreement shall be in writing and signed by the Employer and the Union.

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B. The Coalition of Unions agrees to partner with the Employer to educate their members on the wellness program and encourage participation. Eligible, enrolled subscribers who register for the Smart Health Program and complete the Well-Being Assessment will be eligible to receive a twenty-five dollar (\$25) gift certificate. In addition, Eligible, enrolled subscribers shall have the option to earn an annual one hundred twenty-five dollars (\$125.00) or more wellness incentive in the form of reduction in deductible or deposit into the Health Savings Account upon successful completion of required Smart Health Program activities. During the term of this Agreement, the Steering Committee created by Executive Order 13-06 shall make recommendations to the PEBB regarding changes to the wellness incentive or the elements of the Smart Health Program.

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For the State:

[Handwritten signature] 9/9/16

For the Coalition of Unions:

[Handwritten signature]

Murphy Dagon RSAS/SEIU 1199

[Handwritten signature] SEIU 1199NW

Scott Cannon SEIU 1199NW

[Handwritten signature] MEBA PCD No-1

[Handwritten signature] SEIU 925

[Handwritten signature] OPEIU 8

Jason Holland WPEA/UF CW 365

Vince Oliveri PTE 17

[Handwritten signature] IST 117

[Handwritten signature] PSMT C

[Handwritten signature] PSE of UNWW