

1 **PREAMBLE**

2 This Agreement is entered into by the State of Washington, referred to as the “Employer,”
3 and the Professional and Technical Employees, Local 17, referred to as the “Union.”

4 It is agreed by the parties that it is in their best interest to establish employment relations
5 based on mutual respect and cooperation, provide for fair treatment to all employees,
6 promote efficient and cost-effective service delivery to the customers and citizens of the
7 State of Washington, improve the performance results of state government, recognize the
8 value of employees and the work they perform, specify wages, hours, and other terms and
9 conditions of employment, and provide methods for prompt resolution of differences.

10 The Preamble is not subject to the grievance procedure in [Article 32](#).

11 Furthermore, parties are committed to developing and maintaining a high performing
12 public workforce that provides access, meaningful services, and improved outcomes for all
13 Washingtonians. The ever-increasing diversity of our population and workforce defines
14 who we are as a people and drives the public’s expectations of us as public service
15 employees. An important goal is to build work environments that are respectful, supportive,
16 and inclusive to everyone. Promoting diversity, equity, and inclusion furthers an
17 environment of honesty, which can only occur when individuals feel safe speaking openly
18 and with confidence that co-workers and leadership will hear and consider diverse
19 contributions, opinions, and ideas.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 3
WORKPLACE BEHAVIOR

3.1 The Employer and the Union agree that all employees ~~should~~will work in an environment that fosters mutual respect, diversity, equity, and inclusion~~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, dignity, and respect.

3.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes they have 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.

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 (PARM), mediation or arbitration.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

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

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

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

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

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

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

4.7 Permanent Status

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

1 **4.8 Recruitment and Application Process for Permanent Positions**

2 Agencies will determine the recruitment process that will be utilized to fill
3 positions. When recruiting for bargaining unit positions, the recruitment
4 announcement will be posted for a minimum of seven (7) calendar days.
5 Recruitment announcements posted on the State of Washington's primary
6 recruitment website will include the minimum job requirements.

7 **4.9 Types of Appointment**

8 A. Permanent

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

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

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

26 3. Employees in the General Government Transition Pool Program
27 who have the skills and abilities to perform the duties of the vacant

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

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

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

9 B. Non-Permanent

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

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

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

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

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

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

22 C. On-Call Employment

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

1 D. In-Training Employment

2 1. The Employer may designate specific positions, groups of positions,
3 or all positions in a job classification or series as in-training. The
4 Employer will document the training program, including a
5 description and length of the program. The Employer will discuss a
6 proposed in-training series at a Labor/Management Communication
7 Committee meeting prior to implementation.

8 2. A candidate who is initially hired into an in-training position must
9 successfully complete the job requirements of the appointment. The
10 Employer may separate from state service, any employee who has
11 completed the probationary period for an in-training appointment
12 but does not successfully complete the subsequent trial service
13 periods required by the in-training program. Employees who are not
14 successful may be separated at any time with one (1) working day's
15 notice from the Employer.

16 3. An employee with permanent status who accepts an in-training
17 appointment will serve a trial service period or periods, depending
18 on the requirements of the in-training program. The Employer may
19 revert an employee who does not successfully complete the trial
20 service period or periods at any time with one (1) working day's
21 notice. The employee's reversion right will be to the job
22 classification that the employee held permanent status in prior to
23 their in-training appointment, in accordance with [Subsections](#)
24 [4.12\(B\)\(3\)](#) and [4.12\(B\)\(4\)](#) of this Article.

25 4. A trial service period may be required for each level of the in-
26 training appointment, or the entire in-training appointment may be
27 designated as the trial service period. The Employer will determine

1 the length of the trial service period or periods to be served by an
2 employee in an in-training appointment.

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

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

16 E. Project Employment

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

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

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

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

16 F. Seasonal Career Employment

- 17 1. The Employer may make seasonal career appointments that are
- 18 cyclical in nature, recur at the same agency at approximately the
- 19 same time each year, and last for a minimum of five (5) months but
- 20 are less than twelve (12) months in duration during any consecutive
- 21 twelve (12) month period.
- 22 2. Upon completion of a twelve (12) month probationary period
- 23 completed in consecutive seasons at the same agency, employees in
- 24 seasonal career employment will assume the rights of employees
- 25 with permanent status.

1 3. The layoff and recall rights of seasonal career employees will be in
2 accordance with the provisions in Article 36, Layoff and Recall.

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

7 **4.10 WSDOT and DOL Prorate and Fuel Tax Auditors, Transfers and Internal**
8 **Movement**

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

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

17 **4.11 DOL and WSP Transfers**

18 A. Department of Licensing (DOL)

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

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

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

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

- 6 2. Notice of vacancies for Licensing Services Representative (LSR) or
7 Enhanced Driver License Licensing Services Representative (EDL
8 LSR) positions will be posted as follows:
 - 9 a. For LSR positions, the notice for the vacancy with location,
10 days, office hours and the cut-off date for application is
11 electronically posted statewide. Applicants responding are
12 accepting the location, days, and office hours posted.

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

- 19 3. The office supervisor of the vacant position is given the names of
20 the five (5) most senior transfer applicants unless one of the
21 following conditions exists:
 - 22 a. The applicant is still in probationary service status; or

 - 23 b. The applicant has been in Leave Without Pay (LWOP) status
24 within three (3) months of the transfer request, except for
25 authorized LWOP that has been taken in accordance with
26 [Article 14](#), Family and Medical Leave, [Article 31](#), Union
27 Activities, [Article 39](#), Labor/Management Communication

- 1 Committee, Military Leave, Domestic Violence Leave,
2 Workers' Compensation, Volunteer Firefighting Leave,
3 Military Family Leave, Child and Elder Care Emergencies,
4 Reducing the Effects of a Layoff, pre-approved LWOP; or
- 5 c. The applicant has been reprimanded or has been under a
6 work plan within three (3) months of the transfer request; or
- 7 d. The applicant has had other disciplinary action within the
8 last six (6) months; or
- 9 e. The applicant does not possess the skills and abilities to
10 perform the essential functions of the job; or
- 11 f. The applicant has already accepted a transfer once within the
12 twelve (12) month period prior to the date the vacancy is
13 advertised unless approved by management as an exception
14 on a case-by-case basis; or
- 15 g. Appointment of the applicant would result in a violation of
16 agency policy PER.13C (Employment of Related Persons);
17 or
- 18 h. Other conditions as agreed to by the Administrator and the
19 Staff Representative, including requests for hardship
20 transfer.
- 21 4. If there are only two (2) eligible transfer candidates available for a
22 position, the office supervisor may request a certification of
23 candidates per [Section 4.9](#). The transfer candidates will be
24 considered along with all other candidates. The office supervisor of
25 the vacant position will consider the eligible applicants, selecting
26 the most qualified for the vacancy. If the transfer candidates are not
27 selected, they will be notified of their non-selection.

1 5. If there are no eligible transfer candidates available for a position,
2 the Appointing Authority, in consultation with the office supervisor
3 and District Manager of the vacant position, may grant an
4 administrative transfer, voluntary demotion, or elevation as long as
5 the permanent employee has the skills and abilities to perform the
6 duties of the position.

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

8 1. WSP – Communications Officers or Communications Officer
9 Assistants:

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

c. VIN Officers:

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

3. WSP – Guidelines on Transfers for All Employees:

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:

- 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,

- 1 Military Family Leave, Child and Elder Care Emergencies,
2 Reducing the Effects of a Layoff, pre-approved LWOP; or
- 3 c. The applicant has been reprimanded or has been under a
4 work plan within three (3) months of the transfer request; or
- 5 d. The applicant has had other disciplinary action within the
6 last six (6) months; or
- 7 e. The applicant does not possess the skills and abilities to
8 perform the essential functions of the job; or
- 9 f. The applicant has already accepted a transfer once within the
10 twelve (12) month period prior to the date the vacancy is
11 advertised unless approved by management as an exception
12 on a case-by-case basis; or
- 13 g. Appointment of the applicant would result in a violation of
14 agency policy; or
- 15 h. Other conditions as stated below or agreed to by the Division
16 Commander and the Staff Representative.
- 17 4. Other Guidelines for Transfers:
- 18 a. The Chief or designee will have the final approval on all
19 transfer requests.
- 20 b. Only if there are no eligible transfer candidates interested in
21 a position that has been advertised in the Daily Bulletin, the
22 Appointing Authority may grant an administrative transfer,
23 voluntary demotion, or elevation as long as the permanent
24 employee has the skills and abilities to perform the duties of
25 the position.

1 5. Acceptance or Rejection of Transfer or Promotion:

2 An employee will have a maximum of twenty-four (24) hours to
3 accept or reject an offer. Extensions may be granted on a case-by-
4 case basis.

5 6. Promotional Testing (CVEO2):

6 On a bi-annual or as needed basis, eligible CVEOs will be allowed
7 to test for promotional opportunities. Upon request to WSP Human
8 Resources Division, an employee will be advised of their test results.

9 **4.12 Review Periods**

10 A. Probationary Period

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

14 2. The Employer may separate a probationary employee at any time
15 during the probationary period, and such separation will not be
16 subject to the grievance procedure in [Article 32](#). The Employer will
17 provide the employee five (5) working days' written notice prior to
18 the effective date of the separation. If the Employer fails to provide
19 five (5) working days' notice, the separation will stand and the
20 employee will be entitled to payment of salary for up to five (5)
21 working days, which the employee would have worked had notice
22 been given.

23 3. The Employer will extend an employee's probationary period, on a
24 day-for-a-day basis, for any day(s) that the employee is on leave
25 without pay or shared leave, except for leave taken for military
26 service. An employee's probationary period will not be extended

1 due to time spent on temporary layoff unless there is mutual
2 agreement between the Employer and the employee.

3 4. An employee who transfers or is promoted prior to completing their
4 initial probationary period will serve a new probationary period. The
5 length of the new probationary period will be twelve (12)
6 consecutive months, unless adjusted by the Appointing Authority
7 for time already served in probationary status. In no case, however,
8 will the total probationary period be less than twelve (12)
9 consecutive months.

10 5. If the Employer converts the status of a non-permanent appointment
11 to a permanent appointment, the incumbent employee will serve a
12 probationary period. However, the Employer may credit time
13 worked in the non-permanent appointment toward completion of the
14 twelve (12) month probationary period

15 B. Trial Service Period

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

24 2. Any employee serving a trial service period will have their trial
25 service period extended, on a day-for-a-day basis, for any day(s) that
26 the employee is on leave without pay or shared leave, except for
27 leave taken for military service. An employee's trial service period

1 will not be extended due to time spent on temporary layoff unless
2 there is mutual agreement between the Employer and the employee.

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

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

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

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

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

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

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

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

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

3 5. Any unsuccessful employee who has no reversion options may
4 request that their name be placed on the agency's internal layoff list
5 and into the General Government Transition Pool Program for
6 positions in job classifications where they had previously attained
7 permanent status.

8 6. The reversion of employees who are unsuccessful during their trial
9 service period is not subject to the grievance procedure in [Article](#)
10 [32](#). An employee who is separated during their trial service period
11 may request a review of the separation by the Director or Secretary
12 of the agency or designee within twenty-one (21) calendar days from
13 the effective date of the separation.

14 **4.13 Return-to-Work Initiative Program**

15 Benefits under this program will be applied in accordance with [WAC 357-19-525](#)
16 through [WAC 357-19-535](#).

17 **4.14 Interviews – WSDOT Only**

18 The Employer will offer at least four (4) internal candidates, if available, the
19 opportunity to interview for permanent positions, in accordance with [Article](#)
20 [4.9\(A\)\(2\)](#). Candidates who have been interviewed will be advised of the result.

21 **4.15 Background Checks—Enhanced Drivers License LSRs**

22 All applicants for EDL LSR position will be subject to a background check, which
23 will consist of a fingerprint-based FBI criminal history background check, a
24 validation of references (if employed by DOL for less than five [5] years), and a
25 verification of U.S. citizenship. The failure of a background check shall not be
26 subject to the grievance procedure.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 6
HOURS OF WORK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

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.

1 G. Workday

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

4 H. Work Schedules

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

8 I. Work Shift

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

10 J. Workweek

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

17 K. Telework

18 Telework is the practice of performing required job functions at an alternate
19 work location that would normally be performed at the employee's official
20 duty station. An approved telework agreement will outline the details of the
21 telework expectations. [Additional information about telework can be found](#)
22 [in section 6.14 of this Agreement.](#)

1 **6.2 Determination**

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

6 **6.3 Overtime-Eligible Employees (Excluding Engineering Positions)**

7 A. Regular Work Schedules

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

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

19 C. Daily Work Shift Adjustment

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

22 If the Employer extends an overtime-eligible employee's daily work shift,
23 the Employer will not adjust another work shift or the employee's work
24 schedule to avoid the payment of overtime or accrual of compensatory time.

25 This provision will not apply:

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

3 D. Alternate Work Schedules

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

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

13 For the purpose of this Agreement, the workweek is defined as continuous
14 five (5) work-days-per-week shifts which rotate each twenty-eight (28)
15 calendar days to a different schedule of regular days and hours per week.
16 The rotation involves extended or shortened time off between the ending
17 shift of one schedule and the beginning shift of the next, but does not require
18 more than eight (8) hours work in any one (1) twenty-four (24) hour period
19 within a schedule or more than fifty-two (52) forty (40) hour workweeks
20 per year.

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

24 F. Temporary Schedule Changes

25 Employees' workweeks and/or work schedules may be temporarily changed
26 with prior notice from the Employer. The notice will state the duration of
27 the change. A temporary schedule change is defined as a change lasting

1 thirty (30) calendar days or less. Overtime-eligible employees will receive
2 five (5) calendar days' written notice of any temporary schedule change.
3 The day that notification is given is considered the first day of notice.
4 Adjustments in the hours of work of daily work shifts during a workweek
5 do not constitute a temporary schedule change.

6 If the Employer makes a temporary change to the permanent work schedule
7 of an overtime-eligible employee without giving at least five (5) days'
8 notice of the change, employees will be paid for all time worked outside the
9 scheduled hours or days at one and one-half (1 1/2) times their base rate for
10 the duration of the notice period.

11 G. Permanent Schedule Changes

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

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

23 H. When changes in overtime-eligible employees' assigned hours or days are
24 made without proper notice, employees may work their scheduled hours or
25 days unless the Employer deems the employees are unable to perform
26 satisfactorily as a result of excessive hours or the work that normally would
27 have been performed within the scheduled hours or days cannot be
28 performed. The Employer is not obligated to pay for those scheduled hours

1 or days unless the employee is on paid leave. Overtime pay and shift or
2 schedule change penalty pay will not be paid for the same incident.

3 I. Emergency Schedule Changes

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

7 J. Employee-Requested Schedule Changes

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

13 K. Notice to Employees of Overnight Travel Status

14 Employees required to be in travel status overnight will be given seven
15 calendar (7) days' notice of the travel requirement. If the Employer requires
16 overnight travel of an overtime-eligible employee without giving at least
17 seven (7) days' notice, employees will be paid one and one-half (1 1/2)
18 times their base rate for the duration of the notice period not to exceed eight
19 (8) hours.

20 **6.4 Overtime-Eligible Engineering Employee Work Schedules**

21 A. Regular Work Schedules

22 The regular work schedule for overtime-eligible engineering employees
23 will not be more than forty (40) hours in a workweek, with starting and
24 ending times as determined by the requirements of the position and the
25 Employer. The regular work schedule will include two (2) consecutive

1 scheduled days off, except as required by operational necessity or as
2 modified in this Article. The Employer may adjust the regular work
3 schedule with prior notice. Upon appointment the Employer will notify each
4 employee in writing of their workweek, work shift and work schedule.

5 B. Alternate Work Schedules

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

14 C. Temporary Schedule Changes

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

26 D. Permanent Schedule Changes

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

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

16 F. Emergency/Unforeseen Schedule Changes

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

22 G. Employee-Requested Schedule Changes

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

1 schedule change will not constitute a permanent or temporary schedule
2 change.

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

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

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

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

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

25 J. When a vacancy occurs or when a new schedule is made available, current
26 qualified ~~Northwest Region~~ Traffic Management Center (TMC) employees
27 in the same classification may request to move into the available schedule.

1 The Employer will consider, by current TMC seniority, the employee's
2 request and make every effort to grant the request as long as the agency can
3 meet business and customer service needs.

4 K. Notice to Employees of Overnight Travel Status

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

11 **6.5 Overtime-Eligible Unpaid Meal Periods**

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

1 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

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

7 **6.7 Overtime-Eligible Rest Periods**

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

17 **6.8 Positive Time Reporting – Overtime-Eligible Employees**

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

21 **6.9 Overtime-Exempt Employees**

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

- 1 A. The Employer determines the products, services and standards which must
2 be met by overtime-exempt employees.
- 3 B. Overtime-exempt employees are expected to work as many hours as
4 necessary to accomplish their assignments or fulfill their responsibilities
5 and must respond to directions from management to complete work
6 assignments by specific deadlines. Overtime-exempt employees may be
7 required to work specific hours to provide services, when deemed necessary
8 by the Employer.
- 9 C. The salary paid to overtime-exempt employees is full compensation for all
10 hours worked.
- 11 D. Appointing authorities may approve overtime-exempt employee accrual of
12 exchange time for extraordinary and excessive hours worked. Exchange
13 time may be accrued at straight time to a maximum of eighty (80) hours.
14 When an employee accrues forty (40) hours of exchange time, the employee
15 and the Employer will develop a plan for the employee to use the accrued
16 exchange time in the next ninety (90) days. Employees may request to use
17 exchange time in lieu of sick leave and vacation leave. Exchange time has
18 no cash value and cannot be transferred between agencies.
- 19 E. If they give notification and receive the Employer's concurrence, overtime-
20 exempt employees may alter their work hours. Employees are responsible
21 for keeping management apprised of their schedules and their whereabouts.
- 22 F. Prior approval from the Employer for the use of paid or unpaid leave for
23 absences of two (2) or more hours is required, except for unanticipated sick
24 leave.

25 **6.10 Clean up Time**

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

1 **6.11 WSP Shift Coverage, Bidding and Assignment**

2 A. Shift Coverage

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

5 B. Shift Bidding

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

9 1. Locations Not Currently Bidding Shifts:

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

15 2. Locations Currently Bidding Shifts:

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

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

22 b. By mutual agreement between the Employer and employees
23 in each location, bid duration will be for three (3) months,
24 six (6) months.

1 c. The Employer can use up to twenty-five percent (25%) of
2 the shifts as rotating shifts if necessary.

3 d. Vacated or newly established shifts will not be available for
4 bidding until the next bid cycle. An employee transferring
5 into a location utilizing a shift bidding process will be
6 scheduled into the vacated or new shift for the remainder of
7 the current bidding period. A newly hired employee may be
8 scheduled into the vacated or new shift for the remainder of
9 the current bidding period.

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

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

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

19 3. Communications Officers and Communications Officer Assistants
20 Shift Bidding:

21 a. Bidding will be by unbroken seniority in the classification,
22 then by unbroken seniority in the bargaining unit. If two (2)
23 or more employees have the same seniority date, ties will be
24 broken by lot for each shift.

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

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

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

15 7. Staff Meetings for Shift Employees:

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

22 8. Multiple Shift Assignments within a Workweek:

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

1 **6.12 Licensing Services Office Weekly Schedules**

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

5 **6.13 Workplace Pregnancy Accommodations**

6 Workplace pregnancy accommodations for an employee’s pregnancy and
7 pregnancy-related health condition, including the need to express breast milk, shall
8 be done in accordance with [RCW 43.10.005](#).

9 **6.14 Telework Position Eligibility**

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

12 Employees who work in positions that are eligible for telework can submit a request
13 to telework. [A request for telework, or a change in the telework status of a position](#)
14 [will be evaluated on a case-by-case basis. All reasonable requests will be](#)
15 [considered and approved if no operational business need exists precluding](#)
16 [approval.](#)

17 -The Employer will document and maintain approved telework requests on an
18 agency telework agreement. Approved telework agreements will include the
19 following:

- 20 1. No change in the employee’s duty station solely due to the telework
21 agreement;
- 22 2. Approved telework agreements shall terminate upon transfer to a new
23 division or work unit;
- 24 3. Transferring employees must submit a new request;

1 4. Telework agreements, and any modification, will be kept on file at the
2 employee's primary worksite and in the employee's official personnel file.

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

6 The Employer will provide the employee three (3) calendar days' notice to report
7 to the office/field on an approved telework day unless an emergency or operational
8 business need arises as determined by the Employer.

9 A requirement to come into the office with fewer than three (3) days' notice shall
10 be in writing from the employee's Appointing Authority or designee.

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

- 14 1. Articulated business needs;
- 15 2. Articulated customer service needs;
- 16 3. Documented performance and/or attendance concerns;
- 17 4. Failure to comply with the terms of the telework agreement.

18 The Employer will respond to an employee's request to telework within fourteen
19 (14) calendar days of the request. The decision to deny, modify, suspend, or
20 terminate a telework request will be in writing and will include the reason(s) for the
21 denial, modification, suspension, or termination.

22 The denial, modification, suspension, or termination of a telework agreement may
23 only be processed through Step 3 of the grievance process.

1 Employees will not normally be required to telework, unless circumstances arise
2 under [Article 15](#), Severe Inclement Weather, Natural Disaster, Disaster Leave, and
3 Other Emergency Closures Leave.

TENTATIVE AGREEMENT REACHED


An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

4

5

ARTICLE 7
OVERTIME

7.1 Definitions

A. Overtime

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

1. Works in excess of forty (40) hours per workweek; or
2. Works in excess of their scheduled work shift and the employee is a shift employee; or
3. Works in excess of their scheduled work shift and the employee is an overtime-eligible engineering employee, excluding the field crews in the Travel Data & Analysis and Roadway Branch in the Statewide Travel & Collision Data and the GIS & Roadway Data Office within the Washington State Department of Transportation.

B. Overtime Rate

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

C. Work

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

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside of normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

- 1 3. Vacation leave.
- 2 4. Sick leave.
- 3 5. Compensatory time.
- 4 6. Holidays.
- 5 7. Any other paid time not listed below.

6 D. Work does not include:

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

11 **7.2 Overtime-Eligibility and Compensation**

12 Employees are eligible for overtime compensation under the following
13 circumstances:

14 A. Full-time overtime-eligible employees who have prior approval and work
15 more than forty (40) hours in a workweek shall be compensated at the
16 overtime rate. Part-time overtime-eligible employees will be paid at their
17 regular rate of pay for all work performed up to forty (40) hours in a
18 workweek and paid at the overtime rate for authorized work of more than
19 forty (40) hours in a workweek.

20 B. Full-time overtime-eligible shift employees who have prior approval and
21 work more than their scheduled shift will be compensated at the overtime
22 rate. Part-time overtime-eligible shift employees will be paid at their regular
23 rate of pay for all work performed up to forty (40) hours in a workweek and

1 paid at the overtime rate for authorized work of more than forty (40) hours
2 in a workweek.

3 C. Full-time overtime-eligible engineering employees who have prior approval
4 and work in excess of their scheduled work shift shall be compensated at
5 the overtime rate. Part-time overtime-eligible engineering employees will
6 be paid at their regular rate of pay for all work performed up to forty (40)
7 hours in a workweek and paid at the overtime rate for authorized work of
8 more than forty (40) hours in a workweek.

9 **7.3 Overtime Computation**

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

12 **7.4 General Provisions**

13 A. The Employer will determine whether work will be performed on regular
14 work time or overtime (except as modified in [Article 6](#), Hours of Work, of
15 this Agreement) the number of employees, the skills and abilities of the
16 employees required to perform the work, and the duration of the work. The
17 Employer will first attempt to meet its overtime requirements on a voluntary
18 basis with qualified employees who are currently working. Supervisors will
19 make a reasonable effort to assign overtime on a rotational basis within
20 these guidelines.

21 B. In the event there are not enough employees volunteering to work, the
22 supervisor may require employees to work overtime.

23 C. If an employee was not offered overtime for which they are qualified, the
24 employee will be offered the next available overtime opportunity for which
25 they are qualified. Under no circumstances will an employee be
26 compensated for overtime that was not worked. There will be no
27 pyramiding of overtime and penalty pay.

1 D. WSP COs Only

2 Overtime will be offered to communications center employees from a shift
3 compatible with the operational need (i.e., normally the same type of shift)
4 on the basis of seniority in the classification in the bargaining unit, unless:

5 1. The overtime is a shift extension, in which case seniority of those
6 working in the communications center at the time of the shift
7 extension will be the determining factor, and

8 2. Employees will be called on days off, but calls to employees on
9 vacation leave will be avoided. Where possible, callback will be
10 avoided.

11 3. The assignment of overtime will be made with due regard for the
12 welfare, health, and safety of the employees as well as the
13 operational needs of the Employer to assure that services are
14 provided in a safe and effective manner.

15 4. Employees will not be required to work in excess of twelve (12)
16 hours in any twenty-four (24) hour period except in an extreme
17 emergency or in the case of a regular shift change.

18 5. Prior to overtime being posted on the schedule, employees may
19 voluntarily sign up for overtime shifts. When more than one
20 employee signs up for an overtime shift, the employee with higher
21 seniority will be granted.

22 6. At the conclusion of the voluntary selection of overtime shifts, the
23 remaining uncovered overtime shifts will be assigned to the most
24 junior employee on the adjoining shift who is not already at 12-
25 hours for the adjoining shift.

1 A. Once posted on the schedule, the overtime assigned or
2 voluntarily selected by the employee is no longer subject to
3 change based on seniority-based selections. Employees may
4 mutually agree to voluntarily take on an overtime shift to
5 relieve another employee's burden.

6 **7.5 Compensatory Time for Overtime-Eligible Employees**

7 A. Compensatory Time Eligibility

8 Overtime-eligible employees may choose compensatory time in lieu of cash
9 payment for overtime. Compensatory time must be granted at the rate of
10 one and one-half (1 1/2) hours of compensatory time for each one (1) hour
11 of overtime worked.

12 B. Maximum Compensatory Time

13 Employees may accumulate no more than ~~one hundred and sixty (160)~~
14 ~~hours of compensatory time.~~ the maximum number of hours of
15 compensatory time allowed under the Fair Labor Standards Act (currently
16 240 hours).

17 C. Compensatory Time Use

18 Agencies may allow an employee to use accrued vacation leave prior to
19 using their compensatory time. Agencies will allow an employee to use
20 accrued vacation leave prior to using their compensatory time when it will
21 result in a loss of their accrued vacation leave. Compensatory time will be
22 used and scheduled in the same manner as vacation leave, as in [Article 11](#),
23 Vacation Leave. An employee may use compensatory time for Domestic
24 Violence Leave.

25 D. Compensatory Time Cash Out

1 All compensatory time will be used by June 30th of the last year of the
2 biennium. If compensatory time balances are not scheduled to be used by
3 the employee by April of the last year of the biennium, the supervisor shall
4 contact the employee to review their schedule. The employee's
5 compensatory time balance will be cashed out by June 30th of the last year
6 of the biennium or when the employee:

- 7 1. Leaves state service for any reason;
- 8 2. Transfers to a position in their agency with different funding sources; or
- 9 3. Transfers to another state agency.

10 E. Compensatory Time Rollover for CVEOs

11 CVEOs may accumulate compensatory time to a maximum of forty (40)
12 hours. Compensatory time accrued in excess of forty (40) hours shall
13 become paid overtime. It shall be the responsibility of the employee and
14 their supervisor to monitor accrued compensatory time and to make
15 mutually agreeable arrangements for its use.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

16

17

ARTICLE 11

VACATION LEAVE

11.1 Vacation Leave Credits

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

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

1 **11.4 Vacation Scheduling for 24/7 Operations at the Washington State Patrol**

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

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

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

12 B. In the event that two (2) or more employees request the same vacation period and
 13 the supervisor must limit the number of people who may take vacation leave at one
 14 (1) time due to business needs and work requirements, preference will be first by
 15 vacation segment (first or second), then by classification (i.e., CO2, then CO1/CO,

1 then COA), then by seniority in the classification (i.e., CO2, then CO1/CO, then
2 COA), then unbroken seniority in the bargaining unit. In the event two (2) or more
3 employees have the same seniority date, ties will be broken by lot for each segment.
4 Employees who voluntarily demote or complete trial service for six (6) months or
5 less in state service outside of the bargaining unit, including six (6) months or less
6 in an exempt position, will be accorded unbroken seniority in the classification and
7 bargaining unit upon return to their previous classification.

8 Employees who revert or voluntarily demote from a classification within the
9 bargaining unit will be accorded unbroken seniority in the classification and
10 bargaining unit upon return to their previous classification.

11 C. In addition to vacation leave approved in Subsection B above, employees may
12 submit supplemental vacation leave requests at any time on a first-come, first-
13 served basis. Approval of supplemental requests will take into consideration the
14 annual vacation leave schedule, which will take precedence, as well as operational
15 needs. Every effort will be made to grant supplemental vacation leave requests.

16 D. Employees who have been approved to transfer to a new station prior to December
17 31 and will report to their new station by March 1, shall submit vacation requests
18 to the employee's new station in accordance with Subsections A, B, and C above.
19 Employees who have been approved to transfer to a new station after December 31
20 shall submit vacations requests to the employee's new station in accordance with
21 Subsection C above.

22 **11.5 Vacation Scheduling for DOL-LSRs**

23 A. During November of each calendar year, LSRs will be given the opportunity to
24 submit tentative requests for vacation leave throughout the following year; these
25 requests will be considered as simultaneous. Leave will be granted based on
26 business needs and work requirements, with consideration made to grant requests

1 for the same time off when possible. Up to two (2) LSRs will be authorized for
2 vacation leave in LSOs with fourteen (14) to nineteen (19) LSRs.

3 As part of the tentative leave process, up to two (2) LSRs will be authorized for
4 vacation leave during non-peak months (October 1 – April 1) in LSOs with ten (10)
5 to nineteen (19) LSRs. For LSOs with twenty (20) or more LSRs, up to three (3)
6 LSRs will be authorized for vacation leave.

7 B. The supervisor will then compile all tentative leave requests onto one (1) calendar
8 or list and post. Leave requests will remain confidential until posting. Employees
9 will have ten (10) working days to resolve any conflicts between requests. An
10 employee's attempt to resolve a conflict cannot cause a new conflict with another
11 tentative leave request.

12 C. After the ten (10) day period, if more than one (1) employee has submitted a
13 tentative leave request for the same time period, and all requests cannot be granted,
14 the leave time will be granted by rotation based on seniority using the procedure
15 approved by the Driver Examining Administrator. This process will be completed
16 by the end of each calendar year.

17 D. Seniority for this Section is defined as the last unbroken time worked in that
18 Licensing Services Office.

19 E. LSRs who transfer to another Licensing Services Office during the year will not
20 maintain any pre-approved leave status. Should there be a conflict with the existing
21 tentative vacation leave schedule in the new office, the LSR transferring in will be
22 placed at the bottom of the tentative leave list.

23 F. Leave slips for pre-approved tentative leave must be submitted electronically two
24 (2) weeks or more prior to the requested leave. Failure to submit leave slips as
25 required may result in the leave being cancelled.

1 G. Outside of the tentative leave process, LSRs may request vacation leave at any time
2 on a first-come, first-served basis. Approval of supplemental vacation leave
3 requests will take into consideration the tentative leave schedule, which will take
4 precedence, as well as operational needs. Every effort will be made to grant
5 supplemental vacation leave requests.

6 **11.6 Vacation Scheduling for All Employees**

7 A. Vacation leave will be charged in one-tenth (1/10th) of an hour increments. At the
8 employee's discretion, vacation leave may be used by the employee in all
9 circumstances where another form of leave may be granted, excluding
10 compensatory time in accordance with [Article 7](#), Overtime, Subsection 7.4 (C).

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

14 C. Vacation leave will be approved or denied within five (5) working days of the
15 request. If the leave is denied, a reason will be provided in writing. Vacation leave
16 may be approved on short notice.

17 D. Vacation leave will be approved for parental leave in accordance with [Article 14](#),
18 Family and Medical Leave.

19 E. Employees will not request or be authorized to take scheduled vacation leave if they
20 will not have sufficient paid leave (vacation leave, personal holiday, compensatory
21 time or exchange time) to cover such absence.

22 **11.7 Family Care**

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

1 **11.8 Military Family Leave**

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

5 **11.9 Domestic Violence Leave**

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

8 **11.10 Vacation Cancellation**

9 Should the Employer be required to cancel scheduled vacation leave because of an
10 emergency or exceptional business needs, affected employees may select new vacation
11 leave from available dates. In the event the affected employee has incurred non-refundable,
12 out-of-pocket vacation expense, the employee may be reimbursed by the Employer. Proof
13 of payment may be required. Vacations approved prior to notification of reassignment will
14 be honored for employees who are reassigned in accordance with [Article 42](#),
15 Compensation, [Section 42.10](#).

16 **11.11 Vacation Leave Maximum**

17 Employees may accumulate maximum vacation balances not to exceed two hundred ~~forty~~
18 ~~eighty~~ [\(240280\)](#) hours. However, there are two (2) exceptions that allow vacation leave to
19 accumulate above the maximum;

20 A. If an employee's request for vacation leave is denied by the Employer, and the
21 employee is close to the vacation leave maximum, an employee's vacation leave
22 maximum will be extended for each month that the Employer must defer the
23 employee's request for vacation leave.

24 B. An employee may also accumulate vacation leave days in excess of two hundred
25 ~~forty-eighty~~ [\(240280\)](#) hours as long as the employee uses the excess balance prior
26 to their anniversary date. Any leave in excess of the maximum that is not deferred

1 in advance of its accrual as described above, will be lost on the employee's
2 anniversary date.

3 **11.12 Separation**

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

- 6 A. Resign with adequate notice;
- 7 B. Retire;
- 8 C. Are laid-off; or
- 9 D. Are terminated by the Employer.

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

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

12
13

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~~ five (35) 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, child, stepchild, grandchild, foster child, custodial child, unborn or miscarried child, child-in-law, grandparent, parent, stepparent, sibling, sibling-in-law, aunt, uncle, niece, nephew, first cousin, and corresponding relatives of employee's spouse, domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), ~~or~~ significant other, or any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that the employee depends on for care, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

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

1 [Employees may request use of their accrued compensatory time, vacation](#)
2 [time, sick leave, personal holiday, personal leave day, or leave without pay](#)
3 [for purposes of loss for individuals who do not qualify for bereavement](#)
4 [leave.](#)

5 F. For life-giving procedures, when approved in advance

6 When approved, employees will receive paid leave, not to exceed thirty (30)
7 working days in a two (2) year period, for participating in life-giving
8 procedures. Such leave shall not be charged against sick leave or annual
9 leave, and use of leave without pay is not required. "Life-giving procedure"
10 is defined as a medically-supervised procedure involving the testing,
11 sampling, or donation of, organs, tissues, and other human body
12 components for the purposes of donation, without compensation, to a person
13 or organization for medically necessary treatments. "Life giving procedure"
14 does not include the donation of blood or plasma. Employees will provide
15 reasonable advance notice and written proof from an accredited medical
16 institution, physician or other medical professional that the employee
17 participated in a life-giving procedure. Agencies may take into account
18 program and staffing replacement requirements in the scheduling of leave
19 for life-giving procedures.

20 G. When approved, employees will receive paid leave, not to exceed five (5)
21 working days in a two (2) year period, for the donation of blood, platelets
22 or fluids to a person or organization for medically necessary treatments.
23 Employees will provide reasonable advance notice and written proof from
24 an accredited medical institution, physician or other medical professional
25 that the employee participated in the donation procedure. Agencies may
26 take into account program and staffing replacement requirements in the
27 scheduling of leave for these donations.

1 **16.2 Examinations/Interviews**

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

5 **16.3 Employee Assistance Program**

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

8 **16.4 Jury Duty**

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

12 **16.5 Witness/Subpoena**

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

- 17 A. Are a party in the matter and are not represented by the Attorney General's
18 Office of the State of Washington; or
- 19 B. Have an economic interest in the matter.

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

23 **16.6** Except as otherwise noted in this Article, employees shall not be eligible for per
24 diem or travel expenses under this Article.

1 **16.7 Personal Leave Day**

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

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

7 1. The employee has given at least fourteen (14) calendar days' written
8 notice to their supervisor. However, the supervisor has the discretion
9 to allow a shorter notice period.

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

12 3. For positions requiring backfill or relief, the release from duty will
13 not cause an increase in agency costs due to the need to provide
14 coverage for the employee's absence.

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

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

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

22 1. The care for family members as required by the Family Care Act,
23 [WAC 296-130](#);

24 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
25 and in accordance with [Article 19.8](#); or

- 1 3. Leave as required by the Domestic Violence Leave Act, [RCW](#)
2 [49.76](#).

3 **16.8 WSP – CVEO Work-Required Court Appearances**

4 All court time is normally scheduled in advance. The immediate supervisor shall
5 adjust the employee's shift to ensure that a reasonable shift length, including court
6 time, shall not exceed twelve (12) hours.

7 An employee attending court on a scheduled annual leave day shall be compensated
8 at one and one-half (1 ½) times the employee's regular rate for the time actually
9 worked, or for a minimum of four (4) hours straight time, whichever is greater.
10 Additionally, the annual leave day will be returned to the employee's balance.

11 An employee attending court on a regularly-scheduled day off shall be compensated
12 at one and one-half (1 ½) times the employee's regular rate for the hours actually
13 worked, or for a minimum of four (4) hours straight time, whichever is greater. This
14 same compensation shall apply when an employee attends court on a scheduled
15 workday when the time spent for court requires the employee to respond to court
16 from off-duty status and the employee returns to off-duty status at the end of court.

17 When court is scheduled for a previously-approved compensatory day, such court
18 time shall be considered work time, unless it exceeds eight (8) hours.

19 **16.9 Vaccination Leave**

20 An employee will be allowed to take a reasonable amount of leave with pay for the
21 employee to travel and receive the CDC recommended vaccine(s) during a declared
22 state of emergency due to a pandemic. If the vaccine is not offered at the workplace.
23 An employer may authorize leave in excess of one day in extraordinary
24 circumstances, such as accommodating travel where the CDC recommended
25 vaccines are unavailable locally. The employer may require that the request for
26 leave be supported by documentation, which may include proof of the vaccination.

1 **16.10 Wildfire Disaster Leave**

2 In the event the Governor declares that a state of emergency exists in any area of
3 the state of Washington, Agencies may grant up to 24 hours of leave with pay per
4 occurrence to employees who are experiencing extraordinary or severe impacts,
5 such as displacement from their homes temporarily or permanently through
6 evacuation or significant damage or loss.

7 Agencies may require verification of the extraordinary or severe impacts related to
8 the use of leave with pay and may take into account emergency operations
9 requirements and/or program and staffing replacement requirements in the approval
10 and scheduling of leave under this subsection in order to allow for the provision of
11 continued essential services to the public. Leave under this subsection must be used
12 within 3 months from the date of the declaration. If hours of leave with pay are
13 approved, an employee is not required to use them consecutively, and the leave
14 does not need to be taken in full day increments.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 20
SAFETY AND HEALTH

1
2
3 **20.1** The Employer, employee and Union have a significant responsibility for workplace
4 safety.

5 A. The Employer will provide a work environment in accordance with safety
6 standards established by the Washington Industrial Safety and Health Act.
7 (WISHA). Reference: <http://www.lni.wa.gov/>.

8 B. Employees will comply with all safety practices and standards established
9 by the Employer.

10 C. The Union will work cooperatively with the Employer on safety and health-
11 related matters and encourage employees to work in a safe manner. The
12 parties recognize the importance of a safe and healthy workplace, and will
13 work together to address incidents involving pandemic diseases in the
14 workplace.

15 **20.2** Employees will take an active role in creating a safe and healthy workplace by
16 reporting immediate safety issues to their supervisor(s), following the chain of
17 command, and take other safety issues to their safety committee and/or safety
18 officer for review and action, as necessary. The Employer will address reported
19 unsafe working conditions and take appropriate action.

20 **20.3** The Employer will determine and provide the required safety devices, personal
21 protective equipment and apparel, which employees will wear and/or use.

22 **20.4** Each agency will form joint safety committees in accordance with WISHA
23 requirements. Meetings will be conducted in accordance with [WAC 296-800-](#)
24 [13020](#). Committee recommendations will be forwarded to the appropriate authority
25 for review and action, as necessary.

26 **[20.5 Department of Licensing Health and Safety](#)**

1

[DOL will provide annual relevant, workplace-specific safety training](#)

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

2

1 **ARTICLE 22**

2 **DRUG AND ALCOHOL FREE WORKPLACE**

3 **22.1** All employees must report to work in a condition fit to perform their assigned duties
4 unimpaired by alcohol or drugs.

5 **22.2 Possession of Alcohol and Illegal Drugs**

6 A. Employees may not use or possess alcohol in state vehicles, on agency premises,
7 or other governmental or private worksites where employees are assigned to
8 conduct official state business, except when the premises are considered residences.

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

12 **22.3 Prescription and Over-the-Counter Medications**

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

17 **22.4 Drug and Alcohol Testing – Safety Sensitive Functions**

18 A. Employees required to have a Commercial Driver’s License (CDL) are subject to
19 pre-employment, post-accident, random and reasonable suspicion testing in
20 accordance with the Federal Omnibus Transportation Employee Testing Act of
21 1991. The testing will be conducted in accordance with current agency policy.

22 B. In addition, employees who perform other safety-sensitive functions are subject to
23 pre-employment, post-accident, post-firearm shooting incidents and reasonable
24 suspicion testing. The testing will be conducted in accordance with agency policy.

1 For the purposes of this Article, employees who perform other safety-sensitive
2 functions are those issued firearms.

3 **22.5 Reasonable Suspicion Testing**

4 A. Reasonable suspicion testing for alcohol or controlled substances may be directed
5 by the Employer for any employee when there is reason to suspect that alcohol or
6 controlled substance usage may be adversely affecting the employee’s job
7 performance or that the employee may present a danger to the physical safety of
8 the employee or another. Specific objective grounds must be stated in writing that
9 support the reasonable suspicion.

10 Examples of specific objective grounds may include:

- 11 1. Physical symptoms consistent with controlled substance and/or alcohol use;
- 12 2. Evidence or observation of controlled substance or alcohol use, possession,
13 sale, or delivery; or
- 14 3. The occurrence of an accident(s) where a trained manager, supervisor or
15 lead worker suspects controlled substance/alcohol use may have been a
16 factor.

17 B. Referral

18 Referral for testing will be made on the basis of specific objective grounds
19 documented by a supervisor who has attended the training on detecting the
20 signs/symptoms of being affected by controlled substances/alcohol and verified in
21 person or over the phone by another trained manager or supervisor.

22 C. Testing

- 23 1. When reasonable suspicion exists, employees must submit to alcohol and/or
24 controlled substance testing when required by the Employer. A refusal to

1 test is considered the same as a positive test. When an employee is referred
2 for testing, they will be removed immediately from duty and transported to
3 the collection site. The cost of reasonable suspicion testing, including the
4 employee's salary will be paid by the Employer.

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

13 3. An employee who has a positive alcohol test and/or a positive controlled
14 substance test may be subject to disciplinary action, as outlined in [Article](#)
15 [29](#), Discipline, up to and including dismissal based on the incident that
16 prompted the testing, including a violation of the drug and alcohol free
17 workplace rules.

18 **22.6 Training**

19 Training will be made available to all managers and supervisors. The training will include:

- 20 A. The elements of the Employer's Drug and Alcohol Free Workplace Program;
- 21 B. The effects of drugs and alcohol in the workplace;
- 22 C. Behavioral symptoms of being affected by controlled substances and/or alcohol;
23 and
- 24 D. Rehabilitation services available.

1 22.7 Voluntary Request for Assistance

2 A. An employee who requests assistance for a drug or alcohol problem will be
3 afforded an opportunity during the thirty (30) days following such request to seek
4 assistance from the Employee Assistance Program or other agency-recognized
5 assistance program. Asking for assistance will not stop an investigation or
6 preclude testing requirement(s) in accordance with Article 22 and Article 25.

7 B. Assessment and Treatment

8 The employee will be relieved from duty and placed on sick leave, vacation leave,
9 or leave without pay pending completion of any initial chemical dependency
10 assessment and successful completion of any in-patient chemical dependency
11 rehabilitation certified by the Department of Health, Health Services Quality
12 Assurance Division. If the assessment results in a recommendation for an out-
13 patient treatment program, the employee will enter into a return-to-work
14 agreement before being allowed to return to work. An employee will be
15 discharged if they refuse to participate in or successfully complete any state
16 certified program.

17
18 C. Return to Work

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

23 D. Release of Information

24 Employees participating in such treatment will agree to provide the Employer
25

1 [with a release of medical information sufficient to ensure the employee's](#)
2 [compliance with the requirements of the rehabilitation program.](#)

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees Local 17

3

1 **ARTICLE 24**
2 **COMMUTE TRIP REDUCTION AND PARKING**

3 **24.1** The Employer will continue to encourage but not require employees covered by
4 this Agreement to use alternate means of transportation to commute to and from
5 work in order to reduce traffic congestion, improve air quality and reduce the need
6 for parking.

7 **24.2** Agencies may provide commute trip reduction incentives consistent with agency
8 policies and within available resources.

9 **24.3** The Employer may approve telework agreements consistent with [Article 6.14](#).

10 **24.4** During the term of this Agreement, agency-administered parking rates charged to
11 employees who work at facilities located off the Capitol Campus will not be
12 increased from **the facility parking rates in existence as of June 30, 2005**.

13 **24.5** The Department of Enterprise Services will manage parking on the Capitol Campus
14 in accordance with [RCW 46.08.172](#).

15 **24.6** All Employees with King, Pierce, and Snohomish County Duty Stations

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

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

25 B. A van pool subsidy will be available in the state where a public transit
26 vanpool provider offers a vanpool service. Some rural areas may lack a

1 provider. Lack of provider in a region does not disqualify a rider from
2 claiming a vanpool benefit. If a rider identifies a vanpool that meets a transit
3 agency's ridership requirements, the transit agency has discretion for
4 providing a vanpool service that exceeds its traditional service area. All full-
5 time, part-time, temporary, or non-permanent employees who are benefit
6 eligible and work for an agency that has completed an agreement with
7 WSDOT will be eligible to receive the full subsidy vanpool benefit.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

8

9

ARTICLE 29
DISCIPLINE

1
2
3 **29.1** The Employer will not discipline any permanent employee without just cause.

4 **29.2** Discipline includes oral and written reprimands, reductions in base pay,
5 suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

8 **29.3** The Employer has the authority to determine the method of conducting
9 investigations. Upon request, the Employer will provide an explanation to the
10 employee and the Union of the current status of the investigation (for example:
11 interviews still being conducted, drafting of investigative report, waiting for
12 analysis of data), next steps and approximate timeframe for completion. At the
13 conclusion of any investigation where the Employer elects not to take disciplinary
14 action, the employee will be provided with a notification that the investigation is
15 completed and that no discipline will be imposed.

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

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

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

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

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

18 **29.6 Removal of Documents**

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

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

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

- 1 1. Circumstances do not warrant a longer retention period; and
- 2 2. There has been no subsequent discipline; and
- 3 3. The employee submits a written request for its removal.
- 4 C. The Employer will provide a written response to the employee request in
- 5 Sections A and B above.
- 6 D. Nothing in this Section will prevent the Employer from agreeing to an
- 7 earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- 8 E. Any disciplinary action that meets the criteria in Sections A and B above
- 9 will not be used as evidence to support additional discipline.

10 **29.7 WSP Non-Investigative Matters**

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

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

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 34

REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

1
2
3 **34.1** The Employer and the Union will comply with all relevant federal and state laws,
4 regulations and executive orders providing reasonable accommodations to qualified
5 individuals with disabilities.

6 **34.2** A. An employee who believes that they have a disability and requires a
7 reasonable accommodation to perform the essential functions of their
8 position may request such an accommodation by submitting a request to the
9 Employer.

10 B. When the Employer receives such request or an inquiry from an employee
11 regarding reasonable accommodation, the Agency's Human Resources
12 Department will provide an explanation of the reasonable accommodation
13 process, including disability separation, employee's rights for
14 representation and an informational flyer provided by the Union, and as well
15 ~~as~~ a copy of the agency policy to the employee. This subsection is not
16 subject to the grievance procedure as outlined in [Article 32](#).

17 **34.3** Employees requesting accommodation must cooperate with the Employer in
18 discussing the need for and possible form of any accommodation. The Employer
19 may require supporting medical documentation and may require the employee to
20 obtain a second medical opinion at the Employer's expense. Medical information
21 disclosed to the Employer will be kept confidential.

22 **34.4** The Employer will determine whether an employee is eligible for a reasonable
23 accommodation and the final form of any accommodation to be provided. The
24 Employer will attempt to accommodate the employee in their current position prior
25 to looking at accommodation in alternative positions. During the formal
26 reassignment process for a permanent accommodation, the Employer will consider
27 positions statewide based upon the employee's geographic availability. For
28 temporary accommodations, the Employer may look outside the employee's

1 specific work organization and work location in determining whether a temporary
2 accommodation is available.

3 **34.5** An employee with permanent status may be separated from service when the
4 agency determines that the employee is unable to perform the essential functions of
5 the employee's position due to a mental, sensory, or physical disability, which
6 cannot be reasonably accommodated. Determinations of disability may be made by
7 the agency based on an employee's written request for disability separation or after
8 obtaining a written statement from a physician or licensed mental health
9 professional. The agency can require an employee to obtain a medical examination
10 at the agency's expense, from a physician or licensed mental health professional of
11 the agency's choice. Evidence may be requested from the physician or licensed
12 mental health professional regarding the employee's limitations.

13 **34.6** The agency will provide at least seven (7) calendar days' notice to the employee
14 prior to separation when the agency has medical documentation of the employee's
15 disability and has determined that the employee cannot be reasonably
16 accommodated in any available position, or when the employee requests separation
17 due to disability. The disability separation notice will include information on how
18 to reapply for employment.

19 **34.7 Re-Employment by Former Agency**

20 Employers must provide special re-employment assistance to separated former
21 permanent status classified employees of the Employer for two (2) years following
22 separation due to disability.

23 **34.8** An employee separated due to disability will be placed in the General Government
24 Transition Pool Program if they submit a written request for re-employment in
25 accordance with [WAC 357-46-090](#) through 105 and has met the re-employment
26 requirements of [WAC 357-19-475](#).

1 **34.9** Disability separation is not a disciplinary action. An employee who has been
2 separated because of a disability may grieve their disability separation in
3 accordance with [Article 32](#), Grievance Procedure, unless the separation was at the
4 employee's request.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

5

6

1 **ARTICLE 39**
2 **LABOR/MANAGEMENT COMMUNICATION COMMITTEE**

3 **39.1 Purpose**

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

10 The Employer and the Union will meet quarterly, unless mutually agreed otherwise,
11 via LMCC as described in Sections 39.1 and 39.2.

12 **39.2 Committees**

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

15 A. Composition

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

22 B. Participation

- 23 1. The Union will provide the Employer with the names of its
24 committee members at least ten (10) calendar days in advance of the
25 date of the meeting in order to facilitate the release of employees.
26 The Employer will release employee representatives to attend

1 committee meetings if their absences do not cause a disruption of
2 work.

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

11 C. Meetings

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

14 D. Scope of Authority

15 Committee meetings will be used for discussions only, and the committee
16 will have no authority to conduct any negotiations, bargain collectively or
17 modify any provision of this Agreement. Nothing in this Article or any
18 committee's activities will be subject to the grievance procedure in [Article](#)
19 [32](#).

20 E. Public Disclosure Requests

21 The Agency (WSDOT, WSP, or DOL) will notify the Union of any public
22 disclosure requests the Agency receives made in regard to items discussed
23 at LMCC meetings convened between the Agency (WSDOT, WSP, or
24 DOL) and the Union.

1 **39.3 2019-2021 Master Agreement Negotiations**

2 A. Release Time

3 The Employer will provide up to sixty-four (64) person-days of paid leave
4 for formal negotiations for union team members who are scheduled to work
5 on the day negotiations are being conducted. After sixty-four (64) person
6 days of formal negotiations, the Union may request the parties meet and
7 discuss additional paid release time for union team members. The Employer
8 will approve compensatory time, vacation leave, exchange time or leave
9 without pay, or, at the discretion of their supervisor, an employee may be
10 allowed to adjust their work hours for all remaining formal negotiation
11 sessions and for all travel to and from the sessions for union members,
12 provided the absence of the employee for negotiations does not create
13 significant and unusual coverage issues. Per diem and travel expenses will
14 be paid by Local 17 for union team members. No overtime, compensatory
15 time or exchange time will be incurred as a result of negotiations and/or
16 travel to and from negotiations.

17 B. Confidentiality/Media Communication

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

25 C. Public Disclosure Requests

26 The OFM State Human Resources Labor Relations Section (LRS) will
27 notify the Union of any public disclosure requests the LRS receives made

1 in regard to master agreement negotiations convened between the LRS and
2 the Union.

3 **39.4 Demand to Bargain – Release Time and Travel**

4 A. The Employer will approve paid release time for up to three (3) employee
5 representatives who are scheduled to work during the time negotiations are
6 being conducted. The Employer will approve compensatory time, vacation
7 leave, exchange time or leave without pay for additional employee
8 representatives provided the absence of the employee does not create
9 significant and unusual coverage issues. The Union will provide the
10 Employer with the names of its employee representatives at least ten (10)
11 calendar days in advance of the date of the meeting.

12 B. The Employer will approve compensatory time, vacation leave, exchange
13 time or leave without pay for employee representatives to prepare for and
14 to travel to and from negotiations.

15 C. No overtime, compensatory time or exchange time will be incurred as a
16 result of negotiations, preparation for and/or travel to and from negotiations.

17 D. The Union is responsible for paying any travel or per diem expenses of
18 employee representatives. Employee representatives may not use state
19 vehicles to travel to and from a bargaining session, unless authorized by the
20 agency for business purposes.

21 ~~**39.5 Labor Management Communications Committee – WSDOT**~~

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

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

1 **ARTICLE 42**
2 **COMPENSATION**

3 **42.1 Pay Range Assignments**

4 A. Effective July 1, ~~2023~~2025, each classification represented by the Union
5 will continue to be assigned to the same salary range of the “General Service
6 Salary Schedule Effective January 1, ~~2023~~2025, through June 30,
7 ~~2025~~2027,” that it was assigned on June 30, ~~2023~~2025. Effective July 1,
8 ~~2025~~2027, each employee will continue to be assigned to the same range
9 and step of the State Salary Schedule that they were assigned on June 30,
10 ~~2023~~2025.

11 B. All employees will progress to Step M six (6) years after being assigned to
12 Step L in their permanent salary range. The Employer may increase an
13 employee’s step to Step M to address issues related to recruitment, retention
14 or other business needs.

15 C. Effective July 1, ~~2023~~2025, all ranges and steps of the General Service
16 Salary Schedule will be increased by ~~four~~three percent (~~43~~3%) as shown in
17 Compensation Appendix A. This salary increase is based on the General
18 Service Salary Schedule in effect on June 30, ~~2023~~2025.

19 D. Effective: July 1, ~~2024~~2026, all salary ranges and steps of the General
20 Service Salary Schedule will be increased by ~~three~~two percent (~~32~~2%), as
21 shown in Compensation Appendix A. This salary increase is based on the
22 General Service Salary Schedule in effect on June 30, ~~2024~~2026.

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

1 **42.2 “SP” Pay Range Assignments**

2 A. Effective July 1, ~~2023~~2025, each classification represented by the Union
3 will continue to be assigned to the same salary range of the “SP” Range
4 Salary Schedule – Effective January 1, ~~2023~~2025, through June 30,
5 ~~2023~~2027, that it was assigned on June 30, ~~2023~~2025. Effective July 1,
6 ~~2023~~2025, each employee will continue to be assigned to the same range
7 and step of the “SP” Range Salary Schedule that they were assigned on June
8 30, 2023.

9 B. All employees will progress to Step M six (6) years after being assigned to
10 Step L in their permanent salary range. The Employer may increase an
11 employee’s step to Step M to address issues related to recruitment, retention
12 or other business needs.

13 C. Effective July 1, ~~2023~~2025, all salary ranges and steps of the “SP” Range
14 Salary Schedule will be increased by ~~four~~three percent (~~433%) as shown in
15 Compensation Appendix B. This salary increase is based on the General
16 Service Salary Schedule in effect on June 30, ~~2023~~2025.~~

17 D. Effective July 1, ~~2024~~2026, all salary ranges and steps of the “SP” Range
18 Salary Schedule will be increased by ~~three~~two percent (~~322%), as shown in
19 Compensation Appendix B. This salary increase is based on the General
20 Service Salary Schedule in effect on June 30, ~~2024~~2026.~~

21 F. Employees who are paid above the maximum for their range on the effective
22 date of the increases described in Subsection C or D above will not receive
23 the specified increase to their current pay unless the new range encompasses
24 their current rate of pay.

25 **42.3 Pay for Performing the Duties of a Higher Classification**

26 A. Employees who are temporarily assigned the full scope of duties and
27 responsibilities for more than fifteen (15) calendar days to a higher level

1 classification whose salary range maximum is less than fifteen percent
2 (15%) higher than the salary range maximum of the former class will be
3 notified in writing and will be advanced to a step of the range for the new
4 class which is nearest to five percent (5%) higher than the amount of the
5 pre-promotional step. The increase will become effective on the first day
6 the employee was performing the higher- level duties.

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

15 C. Licensing Services Representatives Temporary Assignment of Supervisory
16 Duties

17 When an employee is assigned to perform all of the supervisory duties of
18 an LSR3 or LSR4 for ~~six~~ four (64) hours or more during the work shift, the
19 employee will be compensated at the appropriate supervisory rate for the
20 work shift(s) worked. Where possible, such appointments will be rotated
21 among qualified LSR2 employees. This does not preclude LSR2s from
22 performing supervisory functions in a training mode for career development
23 purposes.

24 D. WSP Only

25 When an employee is assigned to perform the full scope of duties and
26 responsibilities of a higher level classification for more than seven (7)
27 calendar days, the employee will be compensated at the applicable step and
28 range of that classification.

1 **42.4 Establishing Salaries for New Employees and New Classifications**

2 A. The Employer will assign newly hired employees to the appropriate range
3 and step of the appropriate State Salary Schedules as described in
4 Compensation Appendices A, B, C and D, attached.

5 B. In the event the Employer creates new classifications during the term of this
6 Agreement, the parties may meet to discuss the assignment of new
7 bargaining unit classes or the reassignment of existing bargaining unit
8 classes to pay ranges.

9 **42.5 Periodic Increases**

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

12 A. For an employee hired prior to July 1 2005, the employee's periodic
13 increment date as of June 30, 2005, is retained. Employees will receive a
14 two (2) step increase to base salary annually, on their periodic increment
15 date, until they reach the top step of the pay range.

16 B. Employees who are hired on or after July 1, 2005, at the minimum step of
17 their pay range will receive a two (2) step increase to base salary following
18 completion of six (6) months of continuous service and the date they receive
19 that increase will be the employee's periodic increment date. Thereafter,
20 employees will receive a two (2) step increase annually, on their periodic
21 increment date, until they reach the top of the pay range.

22 C. Employees who are hired on or after July 1, 2005, above the minimum step
23 of the pay range will receive a two (2) step increase to base salary following
24 completion of twelve (12) months of continuous service, and the date they
25 receive that increase will be the employee's periodic increment date.
26 Thereafter, employees will receive a two (2) step increase annually, on their
27 periodic increment date, until they reach the top of the pay range.

1 D. Employees who are appointed to another position with a different salary
2 range maximum will retain their periodic increment date and will receive
3 step increases in accordance with paragraphs A-C above.

4 E. Seasonal career/cyclic employees periodic increment dates will be adjusted
5 for time not worked.

6 **42.6 Salary Assignment Upon Promotion**

7 A. Employees promoted to a position in a class whose salary range maximum
8 is less than fifteen percent (15%) higher than the salary range maximum of
9 the former class will be advanced to a step of the range for the new class
10 which is nearest to five percent (5%) higher than the amount of the pre-
11 promotional step. The Appointing Authority may approve an increase
12 beyond this minimum requirement, not to exceed the maximum of the salary
13 range.

14 B. Employees promoted to a position in a class whose salary range maximum
15 is fifteen percent (15%) or more higher than the salary range maximum of
16 the former class will be advanced to a step of the range for the new class
17 which is nearest to ten percent (10%) higher than the amount of the pre-
18 promotional step. The Appointing Authority may approve an increase
19 beyond this minimum requirement, not to exceed the maximum of the salary
20 range.

21 C. Geographic Adjustments

22 The appointing authority may authorize more than the step increases
23 specified in Subsections A and B, above, when an employee's promotion
24 requires a change of residence to another geographic area to be within a
25 reasonable commuting distance of the new place of work. Such an increase
26 may not result in a salary greater than the range maximum.

1 **42.7 Salary Increases to Enhance Recruitment or Address Retention**

2 A. The Employer may adjust an employee’s base salary within their salary
3 range to address issues that are related to recruitment, retention, or other
4 business related reasons. Such an increase may not result in a salary greater
5 than step M of the range.

6 B. Additional Premiums and Lump Sum Recruitment or Retention Payments

7 An employee may not receive more than fifteen percent of their annual base
8 salary over a twelve (12) month period under the provisions of this
9 subsection B.

10 1. Within resources available for this purpose, the employer, at its sole
11 discretion, may authorize a premium of up to fifteen percent (15%)
12 added to the base salary to support the recruitment or retention of
13 the incumbent or candidate for a specific position.

14 2. Within resources available for this purpose, the employer, at its sole
15 discretion, may authorize a lump sum recruitment or retention
16 payment. In advance of authorizing a lump sum recruitment or
17 retention payment, the employer must establish express conditions
18 in writing for the payment. The conditions must include a specified
19 period of employment or continued employment. Any lump sum
20 payment under this subsection must only be made after services
21 have been rendered in accordance with conditions established by the
22 employer and become part of the employee’s annual compensation
23 for work performed prior to receipt of any funds.

24 Any additional pay granted under this subsection B is a premium that is not part of
25 base salary. The premium is to be used only as long as the circumstances it is based
26 on are in effect. Base salary for purposes of this premium pay is the dollar amount
27 of the salary within the salary range.

1 **42.8 Demotion**

2 An employee who voluntarily demotes to another position with a lower salary range
3 maximum will be placed in the new range at a salary equal to their previous base
4 salary. If the previous base salary exceeds the new range, the employee’s base
5 salary will be set equal to the new range maximum.

6 **42.9 Transfer**

7 A transfer is defined as an employee-initiated move of an employee from one (1)
8 position to another position within or between agencies in the same class or a
9 different class with the same salary range maximum. Transferred employees will
10 retain their current base salary.

11 **42.10 Reassignment**

12 Reassignment is defined as an agency–initiated move of an employee within the
13 agency from one (1) position to another in the same class or a different class with
14 the same salary range maximum. Upon reassignment, an employee retains their
15 current base salary.

16 **42.11 Reversion**

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

23 **42.12 Elevation**

24 Elevation is defined as restoring an employee to the higher classification, with
25 permanent status, which was held prior to being granted a demotion or to a class

1 that is between the current class and the class from which the employee was
2 demoted. Upon elevation, an employee's salary will be determined in the same
3 manner that is provided for promotion in [Section 42.6](#), above.

4 **42.13 Part-Time Employment**

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

8 **42.14 Callback**

9 A. Work Preceding or Following a Scheduled Work Shift

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

15 1. Lack of such notice for such work will be considered callback and
16 will result in a penalty of three (3) hours of pay at the basic salary in
17 addition to all other compensation due, [or may be taken as](#)
18 [compensatory time at the discretion of the employee](#). This penalty
19 will apply to each call.

20 2. The Employer may cancel a callback notification to work extra
21 hours at any time but cancellation will not waive the penalty cited
22 in this Subsection.

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

25 B. Work on Scheduled Days Off or Holidays

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

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

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

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

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

19 D. Emergency Schedule Changes - Department of Transportation

20 If the Employer makes an emergency schedule change as defined in [Article](#)
21 [6.3](#), Hours of Work, the affected employee will receive a penalty payment
22 of three (3) hours pay at the basic salary, per occurrence, in addition to all
23 other compensation due.

24 **42.15 Shift Premium**

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- 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 two dollars and fifty cents (\$2.50) 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 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.
- 2 2. For assigned full evening or night shifts, as defined in Subsection
- 3 (B)(2), above.
- 4 D. In cases where shift premium hours are regularly scheduled over a year,
- 5 agencies may pay shift premium at a monthly rate that is equal for all
- 6 months of the year. Monthly rates will be calculated by dividing twelve (12)
- 7 into the amount of shift premium an employee would earn in a year if the
- 8 hourly rules in Subsection (B)(2) of this Section were applied.
- 9 E. When an employee is compensated for working overtime during hours for
- 10 which shift premium is authorized in this Section, the overtime rate shall be
- 11 calculated using the “regular rate.”
- 12 F. Employees eligible for shift premium for their regularly scheduled shifts
- 13 will receive the same proportion of shift premium for respective periods of
- 14 authorized paid leave and for holidays not worked which fall within their
- 15 regularly scheduled shift.

16 **42.16 Standby**

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

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

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

5 C. When the nature of a work assignment confines an employee during off duty
6 hours and that confinement is a normal condition of work in the employee's
7 position, standby compensation is not required merely because the
8 employee is confined.

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

12 E. Overtime-exempt employees will be compensated twenty-five dollars
13 (\$25.00) for each day spent in standby status. A day is defined as a twenty-
14 four (24) hour period beginning on the first hour an employee is assigned
15 standby status.

16 **42.17 Relocation Compensation**

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

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

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

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

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

6 **42.18 Salary Overpayment Recovery**

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

- 10 1. The amount of the overpayment;
- 11 2. The basis for the claim; and
- 12 3. The rights of the employee under the terms of this Agreement.

13 B. Method of Payback

14 1. The employee must choose one (1) of the following options for
15 paying back the overpayment:

- 16 a. Voluntary wage deduction;
- 17 b. Cash; or
- 18 c. Check.

19 2. The employee will have the option to repay the overpayment over a
20 period of time equal to the number of pay periods during which the
21 overpayment was made, unless a longer period is agreed to by the
22 employee and the agency.

23 3. If the employee fails to choose one (1) of the three (3) options
24 described above, within the timeframe specified in the agency's

1 written notice of overpayment, the agency will deduct the
2 overpayment owed from the employee's wages. This overpayment
3 recovery will take place over a period of time equal to the number
4 of pay periods during which the overpayment was made.

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

7 C. Appeal Rights

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

11 **42.19 Assignment Pay Provisions**

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

14 A. An Employer may grant assignment pay to a position to recognize
15 specialized skill, assigned duties, and/or unique circumstances that exceed
16 the ordinary. The Employer determines which positions qualify for the
17 premium.

18 B. Classes approved for Assignment Pay have the letters "AP" appearing after
19 their class title in the compensation plan. All Assignment Pay rates and
20 Special Pay Ranges and Notes are attached as Compensation Appendices C
21 and D to this Agreement.

22 **42.20 Dependent Care Salary Reduction Plan**

23 The Employer agrees to maintain the current dependent care salary reduction plan
24 that allows eligible employees, covered by this Agreement, the option to participate

1 in a dependent care reimbursement program for work-related dependent care
2 expenses on a pretax basis as permitted by federal tax law or regulation.

3 **42.21 Pretax Health Care Premiums**

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

7 **42.22 Medical/Dental Expense Account**

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

14 **42.23 Voluntary Separation Incentives – Voluntary Retirement Incentives**

15 Agencies will have the discretion to participate in a Voluntary Separation Incentive
16 Program or a Voluntary Retirement Incentive Program, if such program is provided
17 for in the ~~2023-2025~~2025-2027 operating budget. Such participation must be in
18 accordance with the program guidelines. Program incentives or offering of such
19 incentives are not subject to the grievance procedure.

20 **42.24 Premium Pay**

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

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

ARTICLE 43

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For the 2025-2027 ~~3-2025~~ biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

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

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

C. Value-based benefits designs will:

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

~~D.~~ Article X.1 (B) and (C) will expire June 30, 2027~~5~~.

X.2 ~~A.~~ The Employer will pay the entire premium costs for each bargaining unit employee for dental, stand-alone vision, basic life, and any offered basic long-term disability insurance coverage. If changes to the long-term disability benefit structure occur during the life of this Agreement, the

1 Employer recognizes its obligation to bargain with the Coalition over
2 impacts of those changes within the scope of bargaining.

3 ~~B. If the PEBB authorizes stand-alone vision insurance coverage, then the~~
4 ~~Employer will pay the entire premium costs for each bargaining unit~~
5 ~~employee.~~

6 **X.3 Wellness**

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

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

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

24 **X.5 ~~Medical~~ Flexible Spending Arrangement**

25 A. During January 202~~6~~⁴ and again in January 202~~7~~⁵, the Employer will make
26 available ~~two~~ ~~three~~ hundred ~~fifty~~ dollars (\$~~300~~ ~~250~~) in a ~~medical~~ Flexible

1 Spending Arrangement (FSA) account for each bargaining unit member
2 represented by a Union in the Coalition described in RCW 41.80.020(3),
3 who meets the criteria in Subsection X.5 B below.

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

6 1. Is occupying a position that has an annual full-time equivalent base
7 salary of ~~sixty thousand dollars (\$60,000)~~ sixty-four thousand, five
8 hundred dollars (\$64,500.00) ~~sixty-eight thousand and four dollars~~
9 (\$68,004.00) or less on November 1 of the year prior to the year the
10 Employer FSA funds are being made available; and

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

17 3. Hourly employees' annual base salary shall be the base hourly rate
18 multiplied by two thousand, eighty-eight (2,088).

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

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

25 D. The provisions of the State's salary reduction plan will apply. In the event
26 that a federal tax that takes into account contributions to an FSA is imposed

1 on PEBB health plans, this provision will automatically terminate. The
2 parties agree to meet and negotiate over the termination of this benefit.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union





Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

3

4

1 **ARTICLE 46**

2 **WSP RESIDENCY REQUIREMENT**

3 **46.1 Applicability**

4 This Article applies only to WSP Bargaining Units.

5 **46.2 Employees Subject to Emergency Call Out But Not Assigned A State Vehicle**

6 A. Employees who, because of the nature of their duties, may be subject to emergency
7 call-out, will be allowed to live seventy-five (75) miles from their assigned duty
8 station; exceptions will be made by mutual agreement.

9 B. ~~The Internet website~~ Google (shortest route) will be the official measurement of the
10 distance from the assigned duty station to the employee's residence. If Google does
11 not recognize a street name or address, the employee will be responsible for finding
12 the nearest address that Google does recognize and then driving the remaining
13 distance with their supervisor to determine whether the residence is within the
14 seventy-five (75) mileage limitation;

15 C. The mileage determination on Google will not contain water (ferry) miles, airline,
16 straight line or any other method of mileage measurement other than all-season
17 maintained streets recognized by Google. In the case of a new street, the employee
18 will have to get a determination from their supervisor whether the street meets the
19 definition of an all season maintained street, road, highway, etc.; ~~and~~

20 D. This Section will not affect anyone who has been previously approved for a waiver
21 of the mileage limitations; however, if an individual moves from their previously
22 approved residence, the new residence location must comply with this Article.

23 **46.3 Employees With Assigned Take-Home Vehicles**

24 A. Employees with assigned take-home vehicles shall live within forty-five (45) miles
25 of their assigned ~~district, division, or~~ duty station. Exceptions for compliance

1 review, ~~and~~ safety auditor positions, and interior positions may be approved upon
2 mutual agreement between the Employer and the employee.;

3 B. ~~The Internet website~~ Google (fastest route) will be the official measurement of the
4 distance from the ~~division, district or~~ assigned duty station, to the employee's
5 residence. If Google does not recognize a street name or address, the employee will
6 be responsible for finding the nearest address that Google.com does recognize and
7 then driving the remaining distance with their supervisor to determine whether the
8 residence is within the mileage limitations.;

9 C. The mileage determination on Google will not contain water (ferry) miles, airline,
10 straight line or any other method of mileage measurement other than all-season,
11 paved, maintained streets recognized by Google that are generally open, passable,
12 and available to be used by bargaining unit members to travel to and from their
13 division, district or assigned duty station at the beginning and end of each shift
14 twelve (12) months each year. In the case of a new street, the employee will have
15 to get a determination from their supervisor as to whether the street meets the
16 definition of an all-season, maintained, paved street, road, highway, etc.;

17 D. Any employee who decides to take advantage of the terms of this Article will be
18 required to send an Interoffice Communication (IOC) through the chain-of-
19 command, which must be approved by the Bureau Director before moving.;

20 E. The IOC will provide notice of the intent to move to a residence under the terms of
21 this Article, accompanied by a copy of the Google map showing that the new
22 residence complies with the terms of this Article.

1 **46.4 Compliance**

2 Employees will have one-hundred twenty (120) calendar days from the date of transfer,
3 appointment, or promotion to comply with these guidelines.

4

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

5

1

COMPENSATION APPENDIX I

2

HIGHER SALARY RANGE FOR TARGETED JOB CLASSIFICATIONS

3

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

4

The associated increases shall be step for step and become effective July 1, 2025.

Class and Services Title	Class Code	Old Range	New Range	Range Increase
COMMUNICATIONS OFFICER 1	451F	49SP	51SP	<u>2</u>
COMMUNICATIONS OFFICER 2	451G	53SP	55SP	<u>2</u>
COMMERCIAL VEHICLE ENFORCEMENT OFFICER 1	457K	50SP	52SP	<u>2</u>
COMMERCIAL VEHICLE ENFORCEMENT OFFICE 2	457L	54SP	56SP	<u>2</u>
LICENSING SERVICES REPRESENTATIVE 1	458E	43	44	<u>1</u>
TRANSPORTATION ENGINEER I	530K	56	57	<u>1</u>
TRANSPORTATION ENGINEER 2	530L	60	61	<u>1</u>
TRANSPORTATION ENGINEER 3	530M	64	65	<u>1</u>
TRANSPORTATION TECHNICIAN 1	538R	43	44	<u>1</u>
TRANSPORTATION TECHNICIAN 3	538T	56	57	<u>1</u>

5

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

6

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND**

PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)

TELEWORK POLICY AGREEMENT

This Memorandum of Understanding (MOU) by and between Washington State (Employer), the Washington State Office of Financial Management, State Human Resources, Labor Relations Section, and PROTEC17 is entered into for the purposes of implementing a revised telework policy within the Washington State Department of Transportation (WSDOT).

Telework is a business practice that provides benefits to WSDOT, its employees, and meets the goal of creating a Modern Work Environment as addressed in the Governor's Modern Work Environment Executive Order 16-07. In recognition of today's work environment, WSDOT will be implementing a revised telework policy that will:

- Enhance employees' productivity, satisfaction and ability to collaborate.
- Improve recruitment and retention.
- Support a modern work environment.
- Expand job opportunities to more areas of the state via virtual work.
- Reduce vehicle trips and associated pollutants, congestion and energy use.

The parties agree to the benefits of implementing the revised telework policy and assess effectiveness over the course of the 2025-2027 biennium to ensure the policy goals meet the needs of the agency as well as the employees.

As such, the parties enter into this Agreement that endorses the implementation of a best practice telework policy in accordance with WSDOT Policy #M3020.05. The parties further agree to meet on a regular or as-needed basis via the Labor Management Communication Committee to share information and discuss any successes or concerns of

the revised telework policy. The Employer will provide to the Union twenty-one (21) days' notice of any proposed changes to Policy # M3020.05.

Where the parties' CBA and Policy # M3020.05 conflict, the CBA will prevail.

This MOU will expire on June 30, 2027.

Dated _____.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sarah Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

1 **J. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **DEPARTMENT OF LICENSING AND PROTEC17**

6 **Plexiglass Separation Barriers**

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

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

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

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

17 The provisions of this MOU will expire on June 30, ~~2025~~2027.

18 **Dated ~~August 10, 2022~~April 25, 2024**

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer



Melanie Schwent, Lead Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Sara Lorenzini, Lead Negotiator
Professional and Technical Employees
Local 17

1 **MEMORANDUM OF UNDERSTANDING**

2 **BETWEEN**

3 **THE STATE OF WASHINGTON AND THE WASHINGTON STATE DEPARTMENT OF**
4 **TRANSPORTATION (WSDOT)**

5 **AND**

6 **PROFESSIONAL AND TECHNICAL EMPLOYEES LOCAL 17 (PROTEC17)**

7 **REGARDING LICENSURE INCENTIVES AT WSDOT**

8 PROTEC17 and the Washington State Department of Transportation (WSDOT) agree that it's in
9 the best interest of the agency to recruit, train, and retain employees with specialized skills,
10 licenses, and certifications. Such licenses and certifications include but are not limited to the
11 Fundamentals of Engineering (FE), Professional Land Surveyor In-Training (PLSIT),
12 Professional Land Surveyor (PLS), Professional Landscape Architecture (PLA), Geologist In-
13 Training (GIT), and Licensed Professional Geologist (PG). As such, WSDOT agrees to the
14 following:

- 15 A. Initiate a process to establish incentives, premiums, or other economic provisions for
16 the above-mentioned licenses and certifications, [dependent on budgetary constraints](#).
17 B. Include this process as a recurring agenda item at quarterly LMCCs for discussion,
18 feedback, and input from PROTEC17 members and staff

19
20
For the Employer



Melanie Schwent, OFM

Lead Negotiator

For the Union



Sarah Lorenzini, PROTEC17

Lead Negotiator