COLLECTIVE BARGAINING AGREEMENT

Council 28
AFSCME
We Make Washington Happen

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

EFFECTIVE
JULY 1, 2011 THROUGH JUNE 30, 2013

THE SEAL OF THE STATE OF WASHINGTON 1889

2011-2013

WASHINGTON FEDERATION OF STATE EMPLOYEES
2011-13

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PREAMBLE

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

ARTICLE 1
UNION RECOGNITION

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

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

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

ARTICLE 2
NON-DISCRIMINATION

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

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

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

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

ARTICLE 3
BID SYSTEM

3.1 Applicability

A. This Article applies only to staff employed at a correctional facility in the Department of Corrections, or at an institution in the Department of Social and Health Services, or the Department of Veterans Affairs, and who work in positions that may require relief or coverage. For purposes of this article the Special Commitment Center and the Secure Community Transition Facilities within the Department of Social and Health Services will be considered one (1) institution. This Article also applies to employees at the School for the Blind, Center for Childhood Deafness and Hearing Loss, Department of General Administration who work in the Facilities Division, Department of Fish and Wildlife (Section 3.11 only), Washington State Lottery (Section 3.12 only), Department of Agriculture (Section 3.13 only) and the Washington State Patrol (Section 3.14 only).

B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the School for the Blind and the Center for Childhood Deafness and Hearing Loss, career seasonal positions.

3.2 Definitions

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

A. Bid Positions
Positions filled as a result of a bid.

B. Bid System
A process allowing employees with permanent status to submit bids to other positions within their employing institution in the same job classification in which they currently hold permanent status or to a lower classification in which they have previously held status. A permanent part-time employee will be eligible to bid for full-time positions after completion of one thousand and forty (1,040) hours of employment within the job classification. A permanent full-time employee will be eligible to bid on part-time positions in the same job classification in which he/she currently holds permanent status or to a lower classification in which he/she has previously held status.

C. Position
A particular combination of shifts and days off, except for the Department of Social and Health Services (DSHS), Department of Veterans Affairs (DVA) and the Department of Corrections (DOC). In DSHS, DVA and DOC, a position is defined as a particular combination of shift, days off and location. Within institutions at DSHS, a “float” designation shall be considered a location for bid purposes when the institution has a float pool with permanent positions.

3.3 Components of a Bid

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

3.4 Submittal and Withdrawal of Bids

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

3.5 New Positions or Reallocated Positions

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

3.6 Vacancy

For purposes of this Article, a vacancy occurs when:

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

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

3.7 Awarding a Bid

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

3.8 Commitment Following an Award or Refusal of a Bid

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

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

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

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

3.10 Reassignment from a Bid Position

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

3.11 Department of Fish and Wildlife

A. Fish Program – Hatcheries Division

1. When a vacancy occurs or a new position is created, the opening will be posted via department e-mail to all hatchery facilities for a period of fourteen (14) calendar days from the date of the official written notification to Personnel of the need to open a recruitment. Employees who hold permanent status in the job classification of the position they are interested in transferring into may bid on openings. To bid, employees must send an e-mail to the agency's personnel office during the posting period indicating the position and geographic location of the position they wish to bid on. Only those employees who have worked at their current location in excess of six (6) years and who have the required skills and abilities of the position will be eligible to bid. E-mail notification by the employee must occur during the fourteen (14) day period and it is the sole responsibility of the employee to ensure the e-mail is sent and received during this time frame. Employees submitting an e-mail indicating an interest and desire to transfer to a vacancy or a new position will accept the vacancy should it be offered to them.

2. In accordance with Subsection B.1. above, when a vacancy occurs or a new position is created, the Department will award the bid on the basis of seniority as defined in Article 33, except as provided for in Subsection C below. Seniority will prevail provided the employee has, as determined by the Employer, the skills and abilities necessary to perform the duties of the position and the employee does not have any documented attendance or performance problems within the calendar year immediately preceding the bid transfer request.

B. Hardship Transfers

For purposes of this Article, a hardship transfer is defined as a medical, or safety-threatening situation causing specific loss or suffering to an employee or the employee's spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, children, parents, or spouse's parents. This provision includes stepchildren and stepparents. Employees who have a hardship may request a hardship transfer to a vacant or new position. Requests for hardship will be submitted to the Union. Those supported by the Union will be forwarded with a written record of support, including the original employee request and all supporting documentation, to the Appointing Authority for consideration. The Appointing Authority's decision on the request for a hardship transfer will be final and is not subject to the grievance procedure.

3.12 Washington State Lottery

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

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

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

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

3.13 Department of Agriculture – Grain Inspection Program

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

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

3.14 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors

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

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

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

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

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

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

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

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

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

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

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

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

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

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

4.2 Recruitment and Application Process

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

4.3 Internal Movement Within an Agency

A. Prior to certifying candidates in accordance with Section 4.1, agencies will post vacancies for internal transfer candidates for five (5) calendar days prior to posting externally. An employee's transfer request will be granted to another position within the bargaining unit provided:

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

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

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

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

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

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

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

8. It meets the needs of the work unit.

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

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

D. The offering of a formal layoff option in accordance with Article 34, Layoff and Recall, prior to granting a transfer request under this sub-article, is not a violation of this sub-article.

E. This sub-article is not subject to the grievance procedure in accordance with Article 29. If an employee requests a transfer and it is denied, the employee may request a review by the agency head or designee (Deputy/Assistant Director) within twenty-one (21) days from the date the employee was notified in writing that he/she would not be transferred to the vacant position. The request for review must be filed with the agency's Human Resources Office. The agency head or designee will respond in writing within thirty (30) days of receipt of the request for review.

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

G. This section will expire on June 30, 2013.

4.4 Movement – Permanent Employees

A. Prior to certifying candidates for vacancies in accordance with Section 4.1, an Appointing Authority may grant a voluntary demotion or elevation within an agency or may grant an administrative transfer, voluntary demotion or elevation to a candidate from another agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees within an agency desiring a voluntary demotion or elevation or employees from another agency desiring a transfer, voluntary demotion or elevation will initiate a request in writing, and appointing authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision. This Subsection does not apply to those positions that have a required bid system established in accordance with Article 3.

B. Employees transferring from outside the agency will be required to serve a six (6) month review period. Agencies may extend the review period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months. The Employer may separate an employee or an employee may voluntarily separate during the review period. Upon separation, and at the employee's request, the employee's name will be placed on the agency's layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. An employee who is separated during his or her review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the review period will not be subject to the grievance procedure in Article 29.

4.5 Permanent Status

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

4.6 Types of Appointment

A. <u>Non-Permanent</u>

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

2. A permanent employee who accepts a non-permanent appointment within his or her agency will have the right to return to his or her position in the agency or to a position in the permanent classification he or she left at the completion of the non-permanent

appointment; provided, that the employee has not left the original non-permanent appointment, unless the original Appointing Authority agrees otherwise. An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current Appointing Authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

3. The Employer may convert a non-permanent appointment into a permanent appointment and the employee will serve a probationary or trial service period. The Employer must follow Article 3, Bid System or appoint an internal layoff candidate, if one exists, before converting an employee from a non-permanent appointment to a permanent appointment.

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

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

B. <u>On-Call Employment</u>

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

C. <u>In-Training Employment</u>

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

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

b. The duties and responsibilities of the goal class.

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

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

The training plan may include any of the following components:

e. On-the job training;

f. Classroom or field instruction;

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

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

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

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

3. An employee with permanent status who accepts an in-training appointment will serve a trial service period(s), depending on the requirements of the in-training program. The trial service period and in-training program will run concurrently. The Employer may revert an employee who does not successfully complete the trial service period(s) at any time with one (1) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to his or her in-training appointment, in accordance with Subsections 4.7 B.3 and 4.7 B.4 of this Article.

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

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

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

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

D. Project Employment

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

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

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

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

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

3. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employees have not previously attained permanent status in.

4. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period.

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

E. Seasonal Career/Cyclic Employment

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

2. Upon completion of a six (6) or twelve (12) month probationary period (in accordance with Subsection 4.7 A below) completed in consecutive seasons at the same agency, employees in seasonal career employment will assume the rights of employees with permanent status.

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

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

4.7 Review Periods

A. Probationary Period

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

2. The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days' written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result

in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 29.

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

4. An employee who is appointed to a different position prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.7 A, unless adjusted by the Appointing Authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

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

6. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period within the same job classification as defined in Subsection 4.7 A.

B. Trial Service Period

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

   Employees in an in-training appointment will follow the provisions outlined in Subsection 4.6 C.

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

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

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

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

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

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

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

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

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

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

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

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

4.8 Department of Transportation – Maintenance Technicians Promotion Process

A. Maintenance Technician 2 positions will be established and allocated to the appropriate classification as determined by the Employer.

B. In accordance with Subsection 4.6 C, the Employer will designate Maintenance Technician 2 positions as in-training when filled at the Maintenance Trainee and Maintenance Technician 1 level. Employees will attain permanent status at each level of the in-training program.

ARTICLE 5
PERFORMANCE EVALUATION

5.1 Objective

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

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

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

5.2 Evaluation Process

A. Employee work performance will be evaluated prior to the completion of his or her probationary and trial service periods and at least annually thereafter. Within the Department of Social and Health Services (Aging and Disability Services Administration and Health and Recovery Services Administration only) and the Department of Veterans Affairs, where shift charges are used, an immediate supervisor, prior to preparing the employee's evaluation will solicit input from the employee's current shift charge. This input will be considered by the supervisor for inclusion in the evaluation. Immediate supervisors will meet with employees to discuss performance goals and expectations. Employees will receive copies of their performance goals and expectations as well as notification of any modifications made during the review period.

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

1. Reviewing the employee's performance;

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

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

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

5. Identifying employee training and development needs.

C. The performance evaluation process will include, but not be limited to, a performance evaluation on forms used by the Employer, the employee's written signature acknowledging receipt of the forms, and any comments by the employee. The evaluation, including employee comments, will be considered by the reviewer. Once completed and signed by the reviewer, a copy will be provided to the employee (with reviewer comments, if any), who may provide responsive comments to be attached to the evaluation. The original performance evaluation forms, including the employee's comments, will be maintained in the employee's personnel file.

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

ARTICLE 6
HOURS OF WORK

6.1 Definitions

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

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

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

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

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

F. Shift Employees
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Social and Health Services – Juvenile Rehabilitation Administration (DSHS – JRA) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek.

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

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

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

J. Workweek

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

6.2 Determination

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an extended work period, or a shift position. When the Employer determines that an overtime-eligible position is overtime-exempt, the employee will be notified in writing of the determination.

6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)

A. Regular Work Schedules

The regular work schedule for overtime-eligible employees will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Employer. The regular work schedule will normally include two (2) consecutive scheduled days off. The Employer may adjust the regular work schedule with prior notice to the employee. If the Employer extends an employee's daily work schedule by more than two (2) hours on any given day, the Employer will not adjust another workday or the employee's workweek to avoid the payment of overtime or accrual of compensatory time. This provision will not apply:

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

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

B. Alternate Work Schedules

Workweeks and work shifts of different numbers of hours may be established for overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet federal and state laws. Employees may request alternative

work schedules and such requests will be approved by the Employer, except as provided below, subject to business and customer service needs. The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met, or if performance or attendance concerns occur. The Employer will consider employees' personal and family needs.

C. Daily Work Shift Changes

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

D. Temporary Schedule Changes

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

E. Permanent Schedule Changes

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

F. Emergency Schedule Changes

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

G. Employee-Requested Schedule Changes

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

H. An overtime-eligible employee, including an employee on standby status, will be compensated for all time worked, other than de minimis time, for

receiving or responding to work related calls, unless otherwise provided for in this Agreement.

6.4 Overtime-Eligible Law Enforcement Employee Work Schedules

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

6.5 Overtime-Eligible Unpaid Meal Periods

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

6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules

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

6.7 Overtime-Eligible Rest Periods

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

6.8 Positive Time Reporting – Overtime-Eligible Employees

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

6.9 Overtime-Exempt Employees

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

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

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

C. The salary paid to overtime-exempt employees is full compensation for all hours worked.

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

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

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

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

6.10 Military Department – Emergency Management Division

The Employer may send an employee home to rest prior to returning for the night shift to cover an emergency or declared disaster. When this occurs, the rest period will be considered time worked through the end of the employee's scheduled work shift. No employee will be required to work more than six (6) consecutive days in a seven (7) day period unless the state Emergency Operations Center is at Phase IV.

6.11 Department of Transportation – Maintenance Bargaining Unit – Winter Shift and Contingency Schedules

The Employer will establish yearly winter shift and contingency schedules as needed. Within reasonable staff and program considerations, the Employer will accommodate employee shift preference based on Department of Transportation continuous service. It is recognized that in assigning shifts and days off, a balance of experience, skills and abilities may be required.

6.12 Department of Fish and Wildlife – Construction and Maintenance

Normal commute time for employees residing at temporary residences and traveling to temporary work sites, will be thirty (30) minutes. Commute time over thirty (30) minutes will be considered to be work time. This work time will be taken from the end of the work shift to travel back to the temporary residence. Employees are on work time when they begin the mandatory pre-trip safety checks on vehicles requiring the use of a Commercial Driver's License (CDL). This does not apply to department pickups and other vehicles used for transportation to and from work sites.

6.13 Department of Fish and Wildlife – Hatcheries Division

A. Paging devices may be provided by the Employer for the purpose of providing flexibility to employees required to perform standby assignments. Any bargaining unit employee who uses a pager or other form of communication device in order that they may return to work will receive standby compensation as defined in Article 42, Compensation, for the entire time they are required to perform standby. Bargaining unit employees using these communication devices are responsible for maintaining the level of response time necessary to protect the resource entrusted to them.

B. On a holiday, no employee will be assigned to work or will be assigned standby when there are no fish on station, unless an emergency situation dictates otherwise.

C. An employee may volunteer to be assigned standby on a holiday. No employee will be involuntarily assigned standby on his or her regular

day(s) off, holiday(s) (except those holidays the employee is assigned to work eight (8) hours) or on days he or she is in leave status, unless an emergency situation dictates otherwise. A requirement for an employee to return to standby duty on a scheduled day off will require the employee to conduct a facility inspection (check water flow alarms, secure building(s), etc.) and, therefore, constitutes callback status.

D. Employees assigned to standby status may be relieved for any portion of the assignment for which they are able to find a replacement. The employee initiating the change in assignment will document the change in writing to the appropriate supervisor. The person providing relief is responsible for meeting all standby obligations.

E. All alarms other than that of the employee on standby duty will be turned off unless the Specialist 4, with the appropriate complex manager's approval, directs an employee to leave his or her electronic alarm on. The requirement to turn on the electronic alarm device will constitute assigned standby.

6.14 Department of Agriculture – Grain Inspection Program

To provide inspection and weighing services for grain being loaded onto export vessels, the Employer may establish and staff both emergency and overtime shifts using key position staffing, with a minimum of three (3) permanent employees licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler-weighers. The remaining positions on such shifts may be staffed with non-permanent employees. In the event that a new facility where the agency provides grain inspection services is opened during the term of this agreement that does not require the minimum number of staffing referenced above, the Employer will notify the Union in accordance with Article 38, Mandatory Subjects.

6.15 Department of Transportation – Commercial Driver's License (CDL) Required Positions

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

6.16 Department of Corrections – Institutions Only – Shift Exchange

Overtime-eligible employees employed at an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

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

B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for

exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.

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

D. Shift exchanges must occur within the same workweek. Employees will not submit requests for shift exchanges which would result in overtime. Each employee will be considered to have worked his/her regular schedule.

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

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

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

ARTICLE 7
OVERTIME

7.1 Definitions

A. Overtime

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

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

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

   a. the employee is a shift employee, or

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

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

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

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

B. Overtime Rate

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

C. Work

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

1. All hours actually spent performing the duties of the assigned job.

2. Travel time required by the Employer during normal work hours from one work site to another or travel time outside the employee's normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.

3. Vacation leave

4. Sick Leave

5 Compensatory time

6. Holidays

7. Any other paid time not listed below.

D. Work does **not** include:

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

7.2 Overtime-Eligibility and Compensation

Employees are eligible for overtime compensation under the following circumstances:

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

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

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

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

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

7.3 Overtime Computation

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

7.4 General Provisions

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

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

7.5 Compensatory Time for Overtime-Eligible Employees

A. <u>Compensatory Time Eligibility</u>

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

B. Maximum Compensatory Time

Employees may accumulate no more than one hundred and sixty (160) hours of compensatory time.

C. Compensatory Time Use

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

D. Compensatory Time Cash Out

1. Overtime-Eligible Employees – Excluding Department of Transportation Employees

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

a. Leaves state service for any reason,

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

c. Transfers to another state agency.

2. Overtime-Eligible Employees – Department of Transportation

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

a. Leaves state service for any reason,

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

c. Transfers to another state agency.

7.6 Department of Agriculture – Grain Inspection Program

A. Any employee who works a double shift or returns from an emergency night shift to his or her permanent day shift, will be required to take six (6) hours off for rest after such shifts. The employee will suffer no loss of regular straight-time hourly earnings for any time missed during that rest period that otherwise would have been part of his or her regularly

scheduled shift. Such employees will not be eligible for any overtime assignment or shift commencing during the six (6) hour rest period. If the employee has worked a double shift of greater than twenty (20) hours, the six (6) hour period will be extended to eight (8) hours.

B. Shift extensions, early starts and occasions when lunch periods require overtime will be offered first to available employee(s) having the ability to perform the work and the lowest amount of overtime hours, who are on shift at the facility where the overtime occurs. However, for shift extensions in offices with multiple sites, employees having the lowest amount of overtime hours at any other site(s) serviced by that grain inspection office will be offered the opportunity to work the extension if they can complete their regular shift and travel to the extending site by the time the extension begins. Time traveled outside of scheduled shifts will not be paid time. If there still is not enough staff, employees on site may be required to work. Employees with less than forty (40) hours accumulated overtime in a month at the start of the shift may be required to work and will complete the shift or extension. Employees will finish any assignments for which they volunteer.

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

D. Those employees who do not desire to work overtime will not be required to do so beyond forty (40) cumulative hours each month, except as provided in Subsection 7.6 E, below. However, at export shipping operations scheduled on a regular Monday through Friday basis, when staff is required on weekends to provide inspection and weighing services for grain being loaded onto export vessels, a minimum of three (3) permanent employees licensed to perform key duties, (any combination of inspectors, protein operators, and grain sampler-weighers), will be offered the work before on-call employees are used. In the event that a new facility where the agency provides grain inspection services is opened during the term of this Agreement that does not require the minimum number of staffing referenced above, the Employer will notify the Union in accordance with Article 38, Mandatory Subjects.

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

7.7 Department of Transportation

A. Overtime opportunities will be offered whenever and wherever possible on a straight rotational basis. Each superintendent or equivalent and

employees will confer and mutually determine, for normal areas of responsibility, the employees on a specific rotation list(s). Employees will be placed on a rotation list in order of continuous WSDOT service. The rotation list will be kept current and posted in each facility. The Employer and employees will share the responsibility for keeping the list(s) current.

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

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

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

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

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

Overtime-eligible shift employees employed at Tri-Cities Work Release, or at an institution within the Department of Social and Health Services, or the Department of Veterans Affairs:

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

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

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

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

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

7.9 Department of Corrections Tri-Cities Work Release (TCWR) – Voluntary Overtime

Correctional Officers and Sergeants employed at TCWR:

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

A. Voluntary Pre-scheduled Overtime:

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

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

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

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

A new cycle begins when any of the following occurs:

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

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

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

7. The remaining volunteers cannot be contacted.

B. Voluntary Unscheduled Overtime:
A voluntary unscheduled overtime assignment list by job classification will be posted for sign-up at the beginning of each shift for the next shift. Assignment will be based on seniority of employees with the qualifications, skills and abilities who have indicated availability for such assignments who are on duty. Except in an emergency situation, employees who sign-up on the voluntary sign-up sheet cannot refuse the assignment of overtime. If there are insufficient volunteers, management may assign involuntary overtime in accordance with Section 7.8.

ARTICLE 8
TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

8.2 Attendance at agency-required training will be considered time worked including travel in accordance with Subsection 7.1 C.2.

8.3 Master Agreement Training

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

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

8.4 Tuition Reimbursement

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

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

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

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

8.5 Education and Training Requests

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

8.6 Training Records

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

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

8.7 Apprenticeship Programs

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

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

C. At least fourteen (14) calendar days prior to entering into an apprenticeship program, the employee must notify his or her appointing authority of the intent to accept an appointment into an apprenticeship program. Upon notification of the employee's intent, the employee's permanent agency will notify the employee, in writing, of any return rights to the agency and the duration of those return rights. At a minimum, the

agency must provide the employee access to the agency's internal layoff list. For those employees who do not have return rights to the agency, the provisions of Subsection 8.7 D. below apply.

D. An apprenticeship appointment may be terminated by either the employee or Employer with five (5) working days notice.

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

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

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

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

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

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

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

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

3. An employee who has no reversion options or does not revert to the highest classification in which he or she previously attained

permanent status may request that his or her name be place on the agency's internal layoff list for positions in job classifications where he or she previously attained permanent status.

8.8 Developmental Job Assignments

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

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

2. Intra-agency rotational or special project assignments.

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

8.9 Department of Fish and Wildlife – Hatcheries Division

The opportunity to attend the annual Pacific Northwest Fish Culture Conference will be provided to fish hatchery specialists on an equal basis. Priority consideration will be given to those employees who have not attended the conference or have personally paid to attend within the past three (3) years.

8.10 Parks and Recreation Commission

The agency will provide a minimum of fifty (50) hours of law enforcement training per year for armed park rangers and forty (40) hours for unarmed park rangers with twenty-four (24) hours delivered at an annual in-service training. In the event that the Employer decides to change the format of the training from in-service to an alternative, it will meet and negotiate with the Union.

8.11 Department of Licensing – Driver Services Hearings and Interview Unit

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

ARTICLE 9
LICENSURE AND CERTIFICATION

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

9.2 Agencies will follow their policies and/or practices related to licensure and certification.

9.3 Employees will notify their Appointing Authority or designee if their work-related license and/or certification has expired, or has been restricted, revoked or suspended within twenty-four (24) hours of expiration, restriction, revocation or suspension, or prior to their next scheduled shift, whichever occurs first.

ARTICLE 10
HOLIDAYS

10.1 Paid Holidays

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

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

10.2 Holiday Rules

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 Personal Holidays

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

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

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

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

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

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

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

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

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

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

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

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

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Article 18.13; or

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

Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of

the absence, subject to request and approval as described in Subsections 10.3 B, C, and D above.

ARTICLE 11
VACATION LEAVE

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

11.2 Vacation Leave Credits

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

11.3 Vacation Leave Accrual

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

11.4 Vacation Leave Accrual Rate Schedule

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

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

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

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

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

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

11.6 Department of Corrections Ahtanum View Work Release and Tri-Cities Work Release – Vacation Scheduling

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

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

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

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

D. Employee Initiated Cancellations

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

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

11.7 Vacation Scheduling for All Employees

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

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

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

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

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

11.8 Family Care

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

11.9 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.13.

11.10 Domestic Violence Leave

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

11.11 Vacation Cancellation – Employer Initiated

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

11.12 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.010.040 (currently two hundred forty (240) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

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

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

11.13 Separation

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

ARTICLE 12
SICK LEAVE

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after he or she has been in pay status for eighty (80) non-overtime hours in a calendar month. Part-

time employees will accrue sick leave in an amount proportionate to the number of hours the part-time employee is in pay status in the month.

12.2 Sick Leave Use

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

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

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

C. Qualifying absences for Family and Medical Leave (Article 15).

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

E. Preventative health care appointments of family members or household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. Family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, minor/dependent child, and child.

F. To care for a minor/dependent child with a health condition requiring treatment or supervision.

G. When an employee is absent from work to be with member(s) of the employee's household or relatives of the employee, employee's spouse, or state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, who experience an illness or injury, up to five (5) days for each occurrence or as extended by the Employer. For purposes of this sub-section, "relatives" is limited to spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, grandchild, grandparent, parent, step-parent, sister, brother or parent-in-law.

H. A death of a relative in cases where the employee is not eligible for bereavement leave under Article 17, or when the employee elects to extend authorized bereavement leave. Sick leave use for bereavement is limited to three (3) days or as extended by the agency for travel.

I. Leave for Family Military Leave as required by RCW 49.77 and in accordance with Section 18.13.

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

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

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

12.4 Restoration of Vacation Leave

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

12.5 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least one (1) hour prior to his or her scheduled time to report to work (excluding leave taken for emergencies in accordance with the Domestic Violence Leave law). If the Employer suspects abuse, the Employer may require a written medical certificate for any sick leave absence. The Employer will not require continuous medical verification for longer than seven (7) months as a result of the Employer suspecting abuse. In addition, an employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.

12.6 Carry Forward and Transfer

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from one state agency to another, regardless of status, the employee's accrued sick leave will be transferred to the new agency for the employee's use.

12.7 Sick Leave Annual Cash Out

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

A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;

B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and

C. They notify their payroll office by January 31st that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

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

12.8 Sick Leave Separation Cash Out

At the time of retirement from state service or at death, an eligible employee or the employee's estate will receive cash for his or her total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

12.9 Reemployment

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

ARTICLE 13
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

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

ARTICLE 14
SHARED LEAVE

14.1 State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or any state government, or who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave, or a personal holiday. For purposes of the state leave sharing program, the following definitions apply:

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

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

C. Employee’s “relative” is limited to the employee’s spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, child, stepchild, grandchild, grandparent, or parent.

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

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

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

G. “Sexual assault” has the same meaning as in RCW 70.125.030.

H. “Stalking” has the same meaning as in RCW 9A.46.110.

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

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

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

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

B. For work-related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 14.3 A.1.

C. The employee has abided by agency policies regarding the use of sick leave if the employee qualifies under Subsection 14.3 A.1 of Subsection 14.3 A.4.

D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Subsection 14.3 A.2.

E. A state of emergency has been declared anywhere within the United States by the federal or any state government if the employee qualifies under Subsection 14.3 A.3.

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

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

A. The receiving employee:

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

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

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

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

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking has caused, or is likely to cause, the receiving employee to:

1. Go on leave without pay status; or
2. Terminate state employment.

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

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

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

2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 14.3 A.2; or

3. Vacation leave and personal holiday if the employee qualifies under Subsection 14.3 A.3 or 14.3 A.4.

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

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

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

H. The donating employee may donate any specified amount of sick leave, provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.

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

14.4 The agency head or designee will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of five hundred twenty-two (522) days of shared leave during total state employment. The Employer may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because he or she is suffering from an illness, injury, impairment

or physical or mental condition which is of an extraordinary or severe nature. A non-permanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave beyond the termination date specified in the non-permanent or on-call employee's appointment letter.

14.5 The agency head or designee will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Subsection 14.3 A.1. The agency head or designee will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Subsection 14.3 A.2. The agency head or designee will require the employee to submit, prior to approval or disapproval, proof of acceptance of an employee's offer to volunteer for either a governmental agency or nonprofit organization during a declared state of emergency when the employee is qualified for shared leave under Subsection 14.3 A.3. The agency head or designee will require the employee to submit, prior to approval or disapproval, verification of the employee's status as a victim of domestic violence, sexual assault or stalking when the employee is qualified for shared leave under Subsection 14.3 A.4. To the extent allowed by law, the agency will maintain the confidentiality of the verifying information unless disclosure is authorized in writing by the employee. The agency head or designee will respond in writing to shared leave requests within ten (10) working days of receipt of a properly submitted request.

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

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

14.8 All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Subsection 14.3 A.1. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Subsection 14.3 A.2, 14.3 A.3, or 14.3 A.4.

14.9 Any shared leave not used by the recipient during each incident/occurrence as determined by the agency head or designee will be returned to the donor(s). Before returning unused leave, agency heads or designees will obtain a statement from the receiving employee's doctor verifying the injury or illness is resolved. The shared leave remaining will be divided among the donors on a prorated basis

based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

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

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

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

ARTICLE 15
FAMILY AND MEDICAL LEAVE – PREGNANCY DISABILITY LEAVE

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

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

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

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

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

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

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

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

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

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

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

15.2 The family medical leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

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

15.4 The Employer has the authority to designate absences that meet the criteria of the family medical leave. The use of any paid or unpaid leave (excluding leave for a work-related illness or injury covered by workers' compensation or assault benefits and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for

that event. An employee, who meets the eligibility requirements listed in Section 15.1, may request family medical leave run concurrently with absences due to work-related illness or injury covered by workers' compensation, at any time during the absence. Any employee using paid leave for a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice and certification requirements relating to paid leave.

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

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

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

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

15.9 Parental Leave

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

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

15.10 Pregnancy Disability Leave

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

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

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

ARTICLE 16
SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE

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

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

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

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

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

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

B. Any accrued vacation leave.

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

D. Leave without pay.

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

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

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

ARTICLE 17
MISCELLANEOUS PAID LEAVES

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

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

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

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

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

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

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

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

17.2 Examinations/Interviews

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

17.3 Employee Assistance Program

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

17.4 Jury Duty

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

17.5 Witness/Subpoena

Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave, during scheduled work time to appear as a witness in court or administrative hearing, except as provided in Section 36.6, for work-related cases, unless he or she:

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

B. Has an economic interest in the matter.

Nothing in this Section will preclude an employee from receiving paid leave to appear in court or an administrative hearing on behalf of the Employer.

17.6 Life-Giving Procedures

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

17.7 Bereavement Leave

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

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

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

D. For purposes of this Section a family member is defined as parent, step-parent, sister, brother, parent-in-law, spouse, state registered domestic partner as defined by RCW 26.60.020 and 26.60.030, grandparent, grandchild, child and step-child. A household member is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term does not include persons sharing the same house when the living style is primarily that of a dormitory or commune.

17.8 Military Leave

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

17.9 Personal Leave

A. An employee may choose one (1) workday as a personal leave day each fiscal year during the life of this Agreement if the employee has been continuously employed for more than four (4) months. School year employees who work at the Center for Childhood Deafness or Hearing Loss or at the School for the Blind may not use their personal leave during a school closure.

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

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

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

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

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

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

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

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

2. Leave as required by the Military Family Leave Act, RCW 49.77 and in accordance with Section 18.13; or

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

F. This provision will expire on June 30, 2013.

ARTICLE 18
LEAVE WITHOUT PAY

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

A. Family and medical leave (Article 15)
B. Compensable work-related injury or illness leave (Article 19)
C. Military leave
D. Volunteer firefighting leave–emergencies
E. Family military leave
F. Domestic violence leave

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

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

18.3 Limitations

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

A. Compensable work-related injury or illness;

B. Educational leave;

C. Governmental service;

D. Military;

E. Seasonal career employment leave;

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

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

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

I. Leave to participate in union activities;

J. Volunteer firefighting leave; or

K. Domestic violence leave.

18.4 Returning Employee Rights

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

18.5 Military Leave

In addition to twenty-one (21) days of paid leave granted to employees for required military duty or to take part in training, or drills including those in the National Guard or active status, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

18.6 Educational Leave

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

18.7 Child and Elder Care Emergencies

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

18.8 Seasonal Career Employment

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

18.9 Governmental Service Leave

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

18.10 Citizen Volunteer or Community Service Leave

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

18.11 Formal Collective Bargaining Leave

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

18.12 Volunteer Firefighting Leave

Leave without pay will be granted for emergencies. Emergencies include when an employee who is a volunteer firefighter is called to duty to respond to a fire, natural disaster or medical emergency. Leave without pay may be granted for non-emergencies. Non-emergencies may include training, inspections and public outreach activities.

18.13 Military Family Leave

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

18.14 Domestic Violence Leave

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

18.15 Requests – Approval and Denial

Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests within fourteen (14) calendar days, when practicable. At the request of an employee, the reasons for the denial will be provided in writing.

ARTICLE 19
WORK-RELATED INJURY OR ILLNESS

19.1 Compensable Work-Related Injury or Illness Leave

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

19.2 Assault Benefits

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

19.3 Return-to-Work

The Employer will follow the provisions of WAC 357-19-505 through- 535 and agency policy related to a return-to-work program.

19.4 General Provisions

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

ARTICLE 20
SAFETY AND HEALTH

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

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

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

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

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

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

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

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

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

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

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

20.8 Air Quality Assessments
Air quality concerns brought to the Safety Committee will be evaluated and processed in accordance with Section 20.4.

ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

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

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

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

21.4 Department of Corrections – Firearms Training and Ammunition

Community Corrections Officers and Specialists who are authorized to carry and use a firearm in the performance of their official duties are authorized to complete two (2) hours of firearm practice monthly including care and cleaning of firearms. Monthly firearms practice will be conducted by Department certified firearms instructors and will be scheduled by the firearms training specialist. Staff will be provided with 100 rounds of ammunition at these practices.

ARTICLE 22
DRUG AND ALCOHOL FREE WORKPLACE

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

22.2 Possession of Alcohol and Illegal Drugs

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

1. The premises are considered residences, or

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

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

22.3 Notification of Prescription and Over-the-Counter Medications

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

22.4 Drug and Alcohol Testing – Safety-Sensitive Functions

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

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents, and reasonable suspicion testing, conducted according to agency policy.

For purposes of this Article, employees who perform other safety-sensitive functions are those issued firearms and those licensed health care professionals who administer or dispense medications as a part of their job duties.

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

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

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

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

1. Physical symptoms consistent with controlled substance and/or alcohol use;

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

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

C. <u>Referral</u>

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

D. <u>Testing</u>

When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee

is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

22.6 Drug and Alcohol Testing – General

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

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

22.7 Training

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

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

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

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

D. Rehabilitation services available.

ARTICLE 23
TRAVEL

23.1 Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g., mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and agency policy.

23.2 During the course of conducting official state business, if an employee believes use of his or her personal vehicle may present a potential threat to the employee's safety, he or she will discuss appropriate alternatives with his or her supervisor.

23.3 An employee will not be reimbursed for mileage if he or she chooses to use his or her personal vehicle when a state vehicle is available unless approved in advance by their Appointing Authority or designee.

ARTICLE 24
MEALS

Department of Social and Health Services – Institutions Bargaining Unit; School for the Blind; Center for Childhood Deafness and Hearing Loss; Department of Transportation; Utilities and Transportation Commission; Department of Veterans Affairs – Homes only; Department of Corrections – Ahtanum View Work Release (AVWR) and Tri-Cities Work Release (TCWR); Military Department and the Washington State Patrol

24.1 Except as provided in Section 24.2, meals will be provided in accordance with agency or institution practices.

24.2 Employees purchasing meals in an Employer operated dining hall who are required to return to duty without benefit of finishing the meal will be reimbursed the purchase price of the meal or provided a replacement meal, if available.

24.3 **Department of Corrections – AVWR and TCWR**
Any AVWR and TCWR employee working involuntary overtime in excess of two (2) hours will be provided meals during the overtime shift.

ARTICLE 25
COMMUTE TRIP REDUCTION AND PARKING

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

25.2 Agencies may provide commute trip reduction incentives consistent with agency policies and within available resources.

25.3 During the term of this Agreement, agency-administered parking rates charged to employees who work at facilities located off the Capitol Campus will not be increased from the facility parking rates in existence as of July 31, 2010.

25.4 The Department of General Administration will manage parking on the Capitol Campus in accordance with RCW 46.08.172.

ARTICLE 26
HOUSING

26.1 The Employer will continue to follow agency policies and practices regarding Employer-provided housing.

26.2 Parks and Recreation Commission

A. Employees housed on-site will be allowed to live in a residence in another park in accordance with agency policy.

B. Employees will have the option to accept employer provided housing or maintain a personal residence.

ARTICLE 27
DISCIPLINE

27.1 The Employer will not discipline any permanent employee without just cause.

27.2 Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such.

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

27.4 The Employer has the authority to determine the method of conducting investigations. When an employee under investigation is reassigned, the employee may request and will receive the status of the investigation being conducted by the agency if it has not been completed within ninety (90) days from the date the employee is reassigned. After each subsequent thirty (30) day period, the employee may request and will receive a status update of the investigation.

27.5 Investigatory Interviews

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

B. The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation. The Union representative may call for a recess during the interview to consult with the employee for representational purposes.

C. Employees who are the subject of an investigatory interview will be informed of the general nature of the allegation(s) before the employee is asked to respond to questions concerning the allegation(s).

D. If an investigator requests that an employee sign a statement, the employee may review the statement and submit corrections, if any. The employee

will sign the statement to acknowledge its accuracy when no corrections are necessary or when the investigator revises the statement to accept the employee's corrections.

E. In accordance with Subsection 31.6 A, adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file.

27.6 Alternative Assignments

An employee placed on an alternate assignment during an investigation will be informed of the general reason(s) for the alternative assignment, unless it would compromise the integrity of the investigation, and will not be prohibited from contacting his or her union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to agency premises. Upon completion of the investigation process(es), the employee will be notified.

27.7 Pre-Disciplinary Meetings

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the Union staff representative in writing of the reasons for the contemplated discipline, an explanation of the evidence, copies of written documents relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the Union on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked. Excluding oral and written reprimands, the Union will be provided copies of disciplinary actions.

27.8 The Employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay.

27.9 The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 29. Oral reprimands, however, may be processed only through the agency head step of the grievance procedure or, for DOC grievances sent to the Grievance Resolution Panel, through the grievance panel only.

27.10 Department of Corrections

An employee will be allowed to view grievances filed by an offender, which allege staff misconduct pertaining to the employee. If the employee requests, the employee will be notified of the eventual outcome of the alleged staff misconduct grievance.

ARTICLE 28
PRIVACY AND OFF-DUTY CONDUCT

28.1 Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

28.2 When documents or information in an employee's personnel, payroll, supervisor or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) calendar days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release.

28.3 The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest as set forth in RCW 42.52, or are detrimental to the employee's work performance or the program of the agency. Employees will report any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Appointing Authority within twenty-four (24) hours or prior to their next scheduled work shift, whichever occurs first. Employees, excluding those in the Washington State Patrol (WSP), will report any arrests that affect their ability to perform assigned duties to their Appointing Authority within forty-eight (48) hours or prior to returning to work, whichever occurs first. Employees in the WSP will continue to abide by WSP regulations relating to off-duty conduct.

28.4 Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.

ARTICLE 29
GRIEVANCE PROCEDURE

29.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for problem resolution.

29.2 Terms and Requirements

A. <u>Grievance Definition</u>

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this

Agreement, which occurred during the term of this Agreement. The term "grievant" as used in this Article includes the term "grievants."

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. If the Union does so, it will set forth the name of the employee or the names of the group of employees.

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing, and timelines will apply to the date of receipt, not the date of postmarking.

D. Failure to Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

E. Contents

The written grievance must include the following information:

1. A statement of the pertinent facts surrounding the nature of the grievance;

2. The date upon which the incident occurred;

3. The specific article and section of the Agreement violated;

4. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

5. The specific remedy requested;

6. The name of the grievant; and

7. The name and signature of the Union representative.

Failure by the Union to provide a copy of a grievance or the request for the next step with the Human Resources Office or to describe the steps taken to informally resolve the grievance at the time of filing will not be the basis for invalidating the grievance.

F. Modifications

No newly alleged violations and/or remedies may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Release time will be provided to grievants and union stewards in accordance with Article 36, Employee Rights and Article 39, Union Activities.

K. Group Grievances

No more than five (5) grievants and one (1) union steward and/or staff representative, unless agreed otherwise, will be permitted to attend a single grievance meeting.

L. Consolidation

The Employer may consolidate grievances arising out of the same set of facts.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the personnel files of the employees.

P. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve a non-disciplinary grievance. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time

frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

Q. Steward Mentoring

With the agreement of the Employer, additional Union stewards will be allowed to observe a Management scheduled grievance meeting for the purpose of mentoring and training. The Employer will approve compensatory time, exchange time, vacation leave or leave without pay for the Union steward to attend the meeting.

29.3 Filing and Processing (Except Department of Corrections)

A. Filing

A non-disciplinary grievance or a grievance related to an oral or written reprimand must be filed within twenty-one (21) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. All other disciplinary grievances, disability separation grievances or grievances related to layoff must be filed within twenty-one (21) days of the effective date of the discipline, disability separation or layoff. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1 – Responsible Supervisor, Manager or Designee:

If the issue is not resolved informally, the Union may present a written grievance to the employee's supervisor or designee with a copy to the Human Resources Office within the twenty-one (21) day period described above. The Employer will designate a responsible supervisor, manager or designee who will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Note: The agencies listed in Appendix C will bypass Step 1.

Step 2 – Appointing Authority or Designee:

For agencies not listed in Appendix C: If the grievance is not resolved at Step 1, the Union may request a Step 2 meeting by filing it with the Appointing Authority or designee, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision.

For agencies listed in Appendix C: If the issue is not resolved informally, the Union may present a written grievance to the employee's Appointing Authority or designee, with a copy to the Human Resources Office within twenty-one (21) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence.

This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

In either case, the Appointing Authority or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Agency Head or Designee:
Except for the Department of Social and Health Services, if the grievance is not resolved at Step 2, the Union may move it to Step 3 by filing it with the agency head, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. For the Department of Social and Health Services, if the grievance is not resolved at Step 2 the Union may move it to Step 3 by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 2 decision. The agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Note: If the agency head is the only Appointing Authority for the agency, Step 3 will be bypassed.

Step 4 – Mediation or Pre-Arbitration Review Meetings:

1. <u>Disciplinary and Disability Separation Grievances (Excluding Written Reprimands)</u>
   If the grievance is not resolved at Step 3, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM Labor Relations Office (OFM/LRO) and the agency's Human Resources Office within thirty (30) days of receipt of the Step 3 decision.

2. <u>Disciplinary and Disability Separation Grievances Not Moved to Mediation and Non-Disciplinary Grievances (Including Written Reprimands)</u>
   If the grievance is not resolved at Step 3, the Union may request a pre-arbitration review meeting by filing the written grievance including a copy of all previous responses and supporting documentation with the Director of the OFM Labor Relations Office (OFM/LRO) with a copy to the agency's Human Resource Office within thirty (30) days of the Union's receipt of the Step 3 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO will discuss with the Union:

a. If a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

b. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO Director or designee will notify the Union in writing that no pre-arbitration review meeting will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any mediation or pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the mediation or meeting. Statements made by or to the mediator, or by or to any party or other participant in the mediation or meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 5 – Arbitration:
If the grievance is not resolved at Step 4, or the OFM/LRO Director or designee notifies the Union in writing that no pre-arbitration review meeting will be scheduled, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled.

C. Selecting an Arbitrator
The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

D. Authority of the Arbitrator
1. The arbitrator will:

a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;

d. Not have the authority to order the Employer to modify his or her staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, through written briefs, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

E. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room, will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the development and presentation of their case. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

5. If, after the arbitrator issues his or her award, either party files a motion with the arbitrator for reconsideration, the moving party will bear the expenses and fees of the arbitrator.

29.4 Filing and Processing – Departments of Corrections (Non-Panel Process)

Grievances appealing an employee's disability separation, layoff or disciplinary reduction in pay, demotion, suspension, or discharge will be processed as follows:

A. Filing

A grievance must be filed within twenty-one (21) days of the effective date of a disability separation, discipline or layoff. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

B. Processing

Step 1 – Appointing Authority or Designee:

If an issue is not resolved informally, the Union may present a written grievance to the Appointing Authority or designee with a copy to the Human Resources Office within the twenty-one (21) day period described above. The Appointing Authority or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Agency Head or Designee:

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the agency's Labor Relations Office in Olympia, with a copy to the Human Resources Office, within fifteen (15) days of the Union's receipt of the Step 1 decision. The agency head or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 - Mediation:

If the grievance is not resolved at Step 2, the Union may choose to file a request for mediation with the Public Employment Relations Commission (PERC) in accordance with WAC 391-55-020, with a copy to the OFM Labor Relations Office (OFM/LRO) and the agency's Labor Relations Office within thirty (30) days of receipt of the Step 2 decision. In those cases where the Union does not choose to move a grievance to mediation, Article 29.5, Step 3 will apply.

The proceedings of any mediation meeting will not be reported or recorded in any manner, except for agreement that may be reached by the parties during the course of the mediation. Statements made by or to the mediator, or by or to any party or other participant in the mediation, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4 – Arbitration:
If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session. The arbitration will be processed in accordance with Subsection 29.3 C through E.

29.5 Filing and Processing – Department of Corrections (Panel Process)
All grievances other than disability separations, layoff or the disciplinary actions described in Section 29.4, above, will be processed as follows:

A. Filing
A grievance must be filed within twenty-one (21) days of the occurrence giving rise to the grievance or the date the grievant knew or could reasonably have known of the occurrence. This twenty-one (21) day period will be used to attempt to informally resolve the dispute.

B. Processing
Step 1 – Appointing Authority or Designee:
If an issue is not resolved informally, the Union may present a written grievance to the Appointing Authority or designee, with a copy to the Human Resources Office within the twenty-one (21) day period described above. The Appointing Authority or designee will meet or confer by telephone with a union steward and/or staff representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Grievance Resolution Panel:
Within fifteen (15) days of receiving the Step 1 decision, the Union may move the grievance to the Grievance Resolution Panel described below or to the grievance process described in Section 29.4, Step 2. Identification of the employee's choice must be in writing and delivered to the agency's Labor Relations Office in Olympia. An employee's failure to identify his or her choice of venue will result in the grievance being appealed to the Grievance Resolution Panel. If the union requests to move the grievance to Section 29.4, Step 2 and the grievance is not resolved, it will return to the provisions as set forth in Section 29.5, Step 3.

1. Grievance Resolution Panel
The Employer and the Union will establish a permanent committee for the resolution of grievances, referred to as the Grievance Resolution Panel. The panel will not have the authority to contradict, add to, subtract from or otherwise modify the terms and conditions of this Agreement. The panel will only have the authority to interpret the provisions of this Agreement to the extent necessary to render a decision on the case being heard.

2. Panel Membership

a. The Grievance Resolution Panel will consist of three (3) agency representatives appointed by the Employer, and three (3) union panel members appointed by the Union.

b. A staff representative and an employer representative will co-chair the panel. The co-chairs will preside at the meetings and jointly author the decision of the panel.

c. The employer co-chair will function as the panel secretary. For each meeting, the panel secretary will prepare the agenda and distribute it, a copy of the grievance, and the Step 1 response for each case to be heard. The panel secretary will keep the records of the meeting and provide copies of the decisions to each panel member. The panel secretary will be assisted by a support employee to be provided by the Employer.

d. If the case involves an employee from a facility or an office where a staff representative has representational responsibility, the staff representative may not serve as a panel member during the hearing of the case. Union stewards who have represented the grievant on the case or are located in the same office as the grievant will not serve on the panel. Employer panel representatives will not serve on the cases involving facilities or offices where they are employed or located.

3. Panel Meetings

Regular meetings of the Grievance Resolution Panel will be held monthly or as needed. The parties will agree upon the date. The location of the meeting will be determined by agreement of the co-chairs.

4. Postponement of Cases

Both parties have the right to postpone a case one (1) time. Additional postponements will be permitted only by agreement of both parties. Postponements must be requested at least seven (7) calendar days in advance of the hearing.

5. Panel Procedures

a. Staff representatives, union stewards, and representatives of the Employer may present cases before the panel. Attorneys may attend in an advisory capacity only and will not present cases before the panel or serve as a panel member.

b. Representatives may make opening statements, present cases and give closing arguments. The co-chairs may cross-examine either party and may, by mutual agreement, allow questions from other panel members.

c. At the beginning of each case, each party may raise an objection if they believe there has been a procedural violation of the grievance procedure. The panel will hear arguments from the parties when such an objection is raised and render a decision on the objection prior to hearing the case. If the panel is unable to reach a decision on the objection, the panel may choose to hear the grievance on its merit. If the panel chooses to hear the grievance, this does not preclude either party from raising the objection at a later step in the grievance procedure.

d. Non-participants are permitted to observe hearings. Either co-chair will have the right to exclude non-participants from the hearing room when necessary to protect the integrity of the grievance procedure or the sensitivity of the issue being grieved.

e. Following presentation of each case, panel members will go into executive session. Only panel members and the panel secretary may be present during such sessions. During executive session, panel members will discuss the case and render a decision. If during an executive session, the panel determines further information is necessary in order to render a decision, the hearing will be reconvened. After a decision has been reached, all interested parties will be called into the hearing room and advised of the decision. A written decision will be delivered to the parties at that time.

6. Panel Decisions

Any majority decision rendered by the Grievance Resolution Panel is final and binding on all parties to the case. Except in the case of grievances regarding oral reprimands, if the panel is unable to decide a grievance and deadlocks with a three-three (3-3) decision on the case, the Union may request a pre-arbitration review meeting.

Step 3 – Pre-Arbitration Review Meeting:

If the grievance is not resolved at Step 2, excluding grievances regarding oral reprimands, the Union may file a request for a pre-arbitration review meeting (with a copy of the grievance and all responses attached). It must be filed with the Director of the OFM Labor Relations Office (OFM/LRO)

and the agency's Human Resources Office within thirty (30) days of the Grievance Resolution Panel hearing or receipt of the Step 2 decision. Within fifteen (15) days of the receipt of all the required information, the OFM/LRO will discuss with the Union:

1. If a pre-arbitration review meeting will be scheduled with the OFM/LRO Director or designee, an agency representative, and the Union's staff representative to review and attempt to settle the dispute.

2. If the parties are unable to reach agreement to conduct a meeting, the OFM/LRO Director or designee will notify the Union, in writing that no pre-arbitration review meeting will be scheduled.

Within thirty (30) days of receipt of the request, a pre-arbitration review meeting will be scheduled. The meeting will be conducted at a mutually agreeable time.

The proceedings of any pre-arbitration review meeting will not be reported or recorded in any manner, except for agreements that may be reached by the parties during the course of the meeting. Statements made by or to any party or other participant in the meeting, may not later be introduced as evidence, may not be made known to an arbitrator or hearings examiner at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

Step 4 – Arbitration:
If the grievance is not resolved at Step 3, the Union may file a request for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the pre-arbitration review meeting or receipt of the notice no pre-arbitration review meeting will be scheduled. The arbitration will be processed in accordance with Subsection 29.3 C through E.

29.6 Successor Clause
Grievances filed during the term of the 2011 – 2013 Agreement will be processed to completion in accordance with the provisions of the 2011 – 2013 Agreement.

29.7 Election of Remedies
Arbitrating a claim under this Article constitutes a waiver of the right to pursue the same claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum. Pursuit of a claim before the Equal Employment Opportunity Commission, the Human Rights Commission, or in a judicial or other forum constitutes a waiver of the right to pursue the same claim through arbitration under this Article.

ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

30.1 The Employee Assistance Program within the Department of Personnel is responsible for the employee assistance program established in accordance with RCW 41.04.700 through 730. Individual employees' participation in the Employee Assistance Program and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence; except that the Employer may be provided with the following information about employees referred by the Employer due to poor job performance:

A. Whether or not the referred employee made an appointment;
B. The date and time the employee arrived and departed;
C. Whether the employee agreed to follow the advice of counselors; and
D. Whether further appointments were scheduled.

30.2 Participation or nonparticipation by any employee in the Employee Assistance Program will not be a factor in any decision affecting an employee's job security, promotional opportunities, disciplinary action, or other employment rights. However, nothing relieves employees from the responsibility of performing their jobs in an acceptable manner.

ARTICLE 31
PERSONNEL FILES

31.1 There will be one (1) official personnel file maintained by the Employer for each employee. The location of personnel files will be determined by the employing agency. All references to "supervisory file" in this Agreement refer to a file kept by the employee's first-line supervisor. Additional employee files may include attendance files, payroll files and medical files.

31.2 An employee may examine his or her own personnel file, supervisory file, attendance file, payroll file, and medical file. Review of these files will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review these files. Written authorization from the employee is required before any representative of the employee will be granted access to these files. The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the files that he or she considers objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or his or her representative.

31.3 A copy of any material to be placed in an employee's personnel file that might lead to disciplinary action will be provided to the employee. An employee may

have documents relevant to his or her work performance placed in his or her personnel file.

31.4 Medical files will be kept separate and confidential in accordance with state and federal law.

31.5 Supervisory Files

Supervisory files will be purged of the previous year's job performance information following completion of the annual performance evaluation, unless circumstances warrant otherwise. Upon request by the employee, the supervisor will share why the materials were not purged. The confidentiality and security of supervisory files will be maintained to the extent allowed or required by law.

31.6 Removal of Documents

A. Adverse material or information related to alleged misconduct that is determined to be false and all such information in situations where the employee has been fully exonerated of wrongdoing will be removed from the employee's personnel file. The Employer may retain this information in a legal defense file and it will only be used or released when required by a regulatory agency (acting in their regulatory capacity), in the defense of an appeal or legal action, or as otherwise required by law.

B. Written reprimands will be removed from an employee's personnel file after three (3) years if:

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

C. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

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

D. Performance evaluations will be removed from an employee's personnel file after five (5) years if:

1. Circumstances do not warrant a longer retention period; and/or

2. There have been no documented performance deficiencies in a subsequent performance evaluation; and

3. The employee submits a written request for its removal.

E. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

ARTICLE 32
REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

32.1 Reasonable Accommodation

A. The Employer and the Union will comply with all relevant federal and state laws, regulations and executive orders providing reasonable accommodations to qualified individuals with disabilities.

B. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer. The Employer will acknowledge receipt of the request for reasonable accommodation or disability separation. The Employer will begin processing a reasonable accommodation request within thirty (30) calendar days.

C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion from a physician or licensed mental health professional of the agency's choice and at Employer expense. Evidence may be requested from the physician or licensed mental health professional regarding the employee's limitations. The Employer will conduct a diligent review and search for possible accommodations within the agency. Medical information disclosed to the Employer will be kept confidential. Upon request, an employee will be provided a copy of his or her reasonable accommodation information that is maintained by the Employer.

D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodations in alternative vacant positions.

32.2 Disability Separation

A. An employee with permanent status may be separated from service when the agency determines that the employee is unable to perform the essential functions of the employee's position due to a mental, sensory or physical disability, which cannot be reasonably accommodated. Determinations of disability may be made by the agency based on an employee's written request for disability separation or after obtaining a written statement from a physician or licensed mental health professional.

B. The agency may separate an employee after providing at least fourteen (14) calendar days' written notice when the agency has medical documentation of the employee's disability and has determined that the employee cannot be reasonably accommodated in any available position. The agency may immediately separate an employee that requests separation due to disability.

C. An employee separated due to disability will be placed in the General Government Transition Pool Program if he or she submits a written request for reemployment in accordance with WAC 357-46-090 through -105 and has met the reemployment requirements of WAC 357-19-475.

D. Disability separation is not a disciplinary action. An employee who has been separated because of a disability may grieve his or her disability separation in accordance with Article 29, Grievance Procedure, unless the separation was at the employee's request.

ARTICLE 33
SENIORITY

33.1 Definition

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

1. Military leave or United States Public Health Service;

2. Compensable work-related injury or illness leave;

3. Governmental service leave and leave to enter the Peace Corps, not to exceed two (2) years and three (3) months;

4. Educational leave, contingent upon successful completion of the coursework;

5. Reducing the effects of layoff, and/or

6. Leave for Union employment in accordance with Sections 39.8 and 39.10, of Article 39, Union Activities.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff or when an employee's work hours are reduced in accordance with Section 34.6, of Article 34, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within three (3) years of their separation date will not be considered to have a break in service.

B. For employees whose positions are assigned to an academic and/or vocational education program or facility that follows the customary public school practice of a less than twelve (12) month school year, the Employer will place the employee on leave without pay for all or part of the time the program or facility is closed for customary school vacations and will not adjust the employee's seniority date.

C. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their surviving spouse or surviving state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030, as provided in RCW 41.06.133.

33.2 Ties

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

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

33.3 Seniority List

The Employer will prepare and post a seniority list. The list will be updated annually and will contain each permanent and non-permanent employee's name, job classification and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

ARTICLE 34
LAYOFF AND RECALL

34.1 Definition

Layoff is an Employer-initiated action, taken in accordance with Section 34.3 below, that results in:

A. Separation from service with the Employer,
B. Employment in a class with a lower salary range,

C. Reduction in the work year, or
D. Reduction in the number of work hours.

34.2 The Employer will determine the basis for, extent, effective date and the length of layoffs in accordance with the provisions of this Article.

34.3 Basis for Layoff
Layoffs may occur for any of the following reasons:

A. Lack of funds

B. Lack of work

C. Good faith reorganization

D. Ineligibility to continue in a position that was reallocated, or the employee's choice not to continue in a position that was reallocated to a classification with a lower salary range maximum.

E. Termination of a project

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours
Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees in an agency on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the layoff lists for the job classifications in which they held permanent status, regardless of a break in service.

34.5 Non-Permanent and Probationary Employees
Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and abilities to perform within their current job classification within the layoff unit currently held by non-permanent and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

34.6 Temporary Reduction of Work Hours or Layoff – Employer Option
A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The

notice will specify the nature and anticipated duration of the temporary reduction.

B. The Employer may temporarily layoff an employee for up to thirty (30) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary layoff. The notice will specify the nature and anticipated duration of the temporary layoff.

C. An employee whose work hours are temporarily reduced or who is temporarily laid off will not be entitled to:

1. Be paid any leave balance if the layoff was due to the lack of funds,

2. Bump to any other position, or

3. Be placed on the layoff list.

D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in Article 33, Seniority, among the group of employees with the required skills and abilities as defined in Section 34.8, in the job classification at the location where the temporary reduction in hours or layoff will occur.

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

34.7 Layoff Units

A. A layoff unit is defined as the geographical entity or administrative/ organizational unit in each agency used for determining available options for employees who are being laid off.

B. The layoff unit(s) for each agency covered by this Agreement are described in Appendix D, Layoff Units.

34.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions, bona fide occupational qualifications approved by the Human Rights Commission, or recruitment announcements that have been identified at least three (3) months prior to the layoff.

34.9 Formal Options

A. Employees will be laid off in accordance with seniority, as defined in Article 33, Seniority, among the group of employees with the required skills and abilities, as defined in Section 34.8, above. Employees being laid off will be provided the following options to comparable positions within the layoff unit, in descending order, as follows:

1. A funded vacant position for which the employee has the skills and abilities, within his or her current job classification.

2. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current permanent job classification.

3. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as his or her current permanent position, within a job classification in which the employee has held permanent status or, at the employee's written request, to a lower classification within his or her current job classification series even if the employee has not held permanent status in the lower job classification.

Options will be provided in descending order of salary range and one (1) progressively lower level at a time. Vacant positions will be offered prior to filled positions. Part-time employees only have formal options to part-time positions. Full-time employees only have formal options to full-time positions.

B. For multi-employee layoffs, more than one (1) employee may be offered the same funded, vacant or filled position. In this case, the most senior employee with the skills and abilities who accepts the position will be appointed. Appointments will be made in descending order of seniority of employees with the skills and abilities of the position(s).

C. If a job classification in which an employee has previously held status has been abolished or revised, a crosswalk to the class series will be used to identify any layoff option(s). The employee must have the skills and abilities of any identified position.

D. Employees who are laid off may request to have their name placed on the layoff lists for the job classifications in which they have held permanent status, regardless of a break in service.

34.10 Informal Options

An employee being laid off may be offered a funded vacant position to job classifications he or she has not held permanent status within his or her layoff unit, provided the employee meets the skills and abilities required of the position

and it is at the same or lower salary range as the position in which the employee currently holds permanent status. An employee may request an informal option to job classifications through the agency's Human Resources Office within five (5) calendar days of receipt of a written notice of a permanent layoff. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal option to both part-time and full-time positions. The award or denial of an informal option is not subject to the grievance procedure.

34.11 Notification for the Union

The Employer will notify the Union before implementing a permanent layoff described in Subsections 34.3 A, B, C, and E. Upon request, the Employer will discuss impacts to the bargaining unit with the Union. The discussion will not serve to delay the onset of a layoff unless the Employer elects to do so.

34.12 Notification to Employees With Permanent Status

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 34.6, employees with permanent status will receive written notice at least fifteen (15) calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice.

B. Except for temporary reduction in work hours and temporary layoffs as provided in Section 34.6, if the Employer chooses to implement a layoff action without providing fifteen (15) calendar days' notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given.

C. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. Except for cyclical or seasonal employees, if the fifth (5th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the fifth (5th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee.

D. The day that notification is given constitutes the first day of notice.

34.13 Salary

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

A. <u>Transfer or Bump</u>

An employee who accepts a transfer or bumps to another position within his or her current job classification will retain his or her current salary.

B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

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

C. Appointment from a Layoff List

1. Employees who are appointed from a layoff list to a position with the same salary range as that of the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, plus any across the board adjustments, including salary survey adjustments and job classification range adjustments, that occurred during the time they were laid off.

2. Employees who are appointed from a layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off, provided it is within the salary range of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

34.14 Transition Review Period

A. The Employer may require an employee to complete a twelve (12) month transition review period when the employee accepts a layoff option to a job classification or future-equivalent job classification in which he or she has:

1. Not held permanent status,

2. Been appointed from the General Government Transition Pool Program, or

3. Been appointed from a layoff list.

B. When the Employer requires an employee to complete a transition review period, the employee will be provided with written notice.

C. The Employer may reduce a transition review period to no less than six (6) months. Employees will receive a permanent appointment to the position upon successful completion of the transition review period.

D. The Employer may separate an employee or an employee may voluntarily separate at any time during the transition review period. The Employer

will provide the employee seven (7) days written notice prior to the effective date of the separation. However, if the Employer fails to provide seven (7) days notice, the separation will stand and the employee will be entitled to payment of salary for up to five (5) working days, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status in the position.

E. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired to a different position for which they have the skills and abilities.

F. An employee who is separated during his or her transition review period may request a review of the separation by the Director or Secretary of the agency or designee within twenty-one (21) calendar days from the effective date of the separation. Separation during the transition review period will not be subject to the grievance procedure in Article 29.

G. An employee may voluntarily separate a maximum of two (2) times as a result of a single layoff action.

34.15 Recall

A. The Employer will maintain layoff lists for each job classification, which will include geographic availability. Employees who are laid off or have been notified that they are scheduled for layoff, may have their name placed on the lists for the job classification from which they were laid off and will indicate the geographic areas in which they are willing to accept employment. Additionally, employees may request to have their name placed on layoff lists for other job classifications in which they have held permanent status regardless of a break in service. An employee will remain on the layoff lists for three (3) years from the effective date of the qualifying action and may request to be placed on the layoff lists for which they qualify at any time within the three (3) year period.

B. When a vacancy occurs within an agency and when there are names on the layoff list for that job classification, the Employer will fill the position in accordance with Article 4, Hiring and Appointments. An employee will be removed from the layoff list if he or she is certified from the list and waives the appointment to a position for that job classification two (2) times. In addition, an employee's name will be removed from all layoff lists upon retirement, resignation or dismissal.

C. Employees who have taken a demotion in lieu of layoff may also request to have their name placed on the agency's internal layoff list for the job classification they held permanent status in prior to the demotion.

34.16 General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program. When a vacancy occurs within an agency, the Employer will consider employees in the General Government Transition Pool Program in accordance with Article 4, Hiring and Appointments.

34.17 Project Employment

A. Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 34.9.

B. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status. The employees' return rights are to the job classification they last held permanent status in prior to accepting project employment using the procedure outlined in Section 34.9.

C. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program. Upon layoff from the project, project employees who entered the project through the competitive process and remain in project status for two (2) years will be eligible to have their names placed on the internal layoff list for the classes in which permanent project status was attained. Bumping options will be limited to the project boundaries.

34.18 Seasonal Career Employment

A. Seasonal career employees have layoff rights within their agency to other seasonal career positions within their layoff unit as provided below, in Subsection 34.18 C. Employees will be given no less than two (2) working days' notice of a layoff.

B. Formal options to other seasonal career positions will be determined using the procedure outlined above in Section 34.9. Employees separated due to layoffs will be placed on separate seasonal layoff lists for the season in which they were laid off. Employees who have the skills and abilities to perform the duties of the position to be filled will be recalled based on seniority for other seasonal career positions within their layoff unit for the current or following season.

C. The layoff units for seasonal employees are as follows for each agency:

1. Department of Fish and Wildlife – See Appendix D, Layoff Units.

2. Department of Natural Resources

a. For seasonal employees whose positions require residency within a local unit, the layoff unit is the local unit to which the position is assigned.

b. For seasonal employees whose position has no residency requirement the layoff unit is:

i. District – The district within which the position is assigned. or

ii. Region –The region, excluding district positions, if the position is within the region but not assigned to a district. or

iii. Division – The division, if the position is assigned to a division.

3. Department of Transportation – The county in which the seasonal employee's official duty station is located.

4. Employment Security Department – The office first and then the county in which the seasonal employee's official duty station is located.

5. Horse Racing Commission – A single statewide layoff unit.

6. Parks Commission – The region in which the seasonal employee's official duty station is located.

ARTICLE 35
MANAGEMENT RIGHTS

Except as modified by this Agreement, the Employer retains all rights of management, which, in addition to all powers, duties and rights established by constitutional provision or statute, will include but not be limited to, the right to:

A. Determine the Employer's functions, programs, organizational structure and use of technology;

B. Determine the Employer's budget and size of the agency's workforce and the financial basis for layoffs;

C. Direct and supervise employees;

D. Take all necessary actions to carry out the mission of the state and its agencies during emergencies;

E. Determine the Employer's mission and strategic plans;

F. Develop, enforce, modify or terminate any policy, procedure, manual or work method associated with the operations of the Employer;

G. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or part to other locations;

H. Establish or modify the workweek, daily work shift, hours of work and days off;

I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

J. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions;

K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees;

L. Determine, prioritize and assign work to be performed;

M. Determine the need for and the method of scheduling, assigning, authorizing and approving overtime;

N. Determine training needs, methods of training and employees to be trained;

O. Determine the reasons for and methods by which employees will be laid-off; and

P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

ARTICLE 36
EMPLOYEE RIGHTS

36.1 Employee Liability

In the event an employee becomes a defendant in a civil liability suit arising out of actions taken or not taken in the course of his or her employment for the State, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 070. Within the Department of Corrections, employees are entitled to protection from liability as provided in RCW 72.09.320.

36.2 Personal Property Reimbursement

Employees have the right to seek reimbursement for personal property items damaged in the proper performance of their duties, and the Employer will process the requests in accordance with RCW 4.92.100 and applicable agency policies.

Employees have the responsibility for taking precautions to protect both personal and state property/equipment.

36.3 Duty Station

Each bargaining unit employee will be assigned an official duty station in accordance with OFM travel regulations. If the official duty station is changed, the employee will be given a fifteen (15) day notice, or a shorter notification period may be agreed to. If reassignment of an official duty station results in a commute in excess of thirty (30) miles in addition to the current commute, the employee may exercise his or her rights under Article 34, Layoff and Recall.

36.4 Use of Volunteers and Student Workers

The Employer will use volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers, student workers and other non-civil service personnel will not supervise bargaining unit employees.

36.5 Right to Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

36.6 Attendance at Meetings

A. An employee will be granted time during their normal working hours to attend the following meetings scheduled by management:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline, and

2. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings scheduled in accordance with Article 29, Grievance Procedure. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear without loss of pay if he or she appears during his or her work time, providing the testimony given is related to his or her job function or involves matters he or she has witnessed and is relevant to the arbitration case.

B. An employee will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute

resolution meetings conducted during his or her normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered work time. An employee may be authorized by their supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing, and/or union management communication committee meeting.

C. An employee must notify his or her supervisor prior to being released from duty in accordance with this Article to attend a meeting, hearing or mediation session. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any agency business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a state vehicle to travel to and from a work site in order to attend a meeting unless authorized by the agency.

ARTICLE 37
UNION-MANAGEMENT COMMUNICATION COMMITTEES

37.1 Purpose

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

A. A Statewide Master Agreement Committee will be established to discuss the administration of this Agreement.

B. Agency-level statewide Union-Management Communication Committees will be established to discuss and exchange agency-specific information of a group nature and general interest to both parties.

C. In the Departments of Corrections, Fish and Wildlife, Labor and Industries, Social and Health Services, Transportation, Veterans Affairs, Employment Security Department, and Parks and Recreation Commission local level Union-Management Communication Committees will be established within each agency, as described in Appendix E, to discuss and exchange information of a group nature and general interest to the parties.

D. The discussion and exchange of information pertaining to a local or sub-agency matter will be addressed to the lowest level committee. In the event there is not a committee below the agency level, such matters will be addressed at the agency level. Ad-hoc committees may be established by mutual agreement at an agency-level statewide committee or a local-level

committee described above, in Subsection 37.1 B and C. Local and sub-agency committees may only be established by mutual agreement at an agency-level statewide committee described in Subsection 37.1 B. Either party may subsequently determine that the local or sub-agency committee should cease to meet.

E. For committees established in accordance with Subsection 37.1 B and C, either team may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at committee meetings and implemented upon mutual agreement. The agency Labor Relations Office, Human Resources Office, Office of Financial Managements Labor Relations Office, the Union's Senior Field Representative and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

37.2 Committees

A. Statewide Master Agreement Committee

The Statewide Master Agreement Committee will be composed of up to ten (10) employee representatives selected by the Union and up to ten (10) employer representatives. Additional staff of the Union and the OFM Labor Relations Office may also attend. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted at least every six (6) months, unless agreed otherwise.

B. Agency-wide, Administration/Division Level (Department of Social and Health Services only), Regional and Headquarters Level (Department of Ecology only) and/or Local Level Union-Management Communication Committees

1. Agency-wide committees will consist of up to seven (7) employer representatives and up to seven (7) employee representatives, except for the Department of Social and Health Services, which will consist of two (2) employee representatives for each administration and an equivalent number of employer representatives. The employee representatives will be granted reasonable time during their normal working hours, as determined by the Employer, to travel to and from agency-wide communication committee meetings. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

2. Administration/Division level committees within the Department of Social and Health Services will be established within the Children's Administration, Medicaid Purchasing Administration,

Community Services, Child Support, and Disability Determination Services and will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

3. Regional and headquarters level committees within the Department of Ecology will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to two (2) times per year, unless agreed otherwise.

4. Local level committees will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional paid staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by the parties, additional representatives may be added. Committee meetings will be conducted up to four (4) times per year, unless agreed otherwise.

37.3 Participation and Process

A. The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for union management communication committee meetings.

B. Employees attending committee meetings during their work time will have no loss in pay. Attendance at pre-meetings, meetings and travel to and from agency-wide communication committee meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives. Employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the agency for business reasons.

C. All committee meetings will be scheduled on mutually acceptable dates and times.

D. Each party will provide the other with any topics for discussion seven (7) calendar days prior to the meeting. Suggested topics may include, but are not limited to, administration of the Agreement, changes to law, legislative updates and/or organizational change.

E. If topics discussed result in follow-up by either party, communication will be provided by the responsible party.

37.4 Scope of Authority

All of the committee meetings established under this Article will be used for discussions only, and the committees will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The committees' activities and discussions will not be subject to the grievance procedure in Article 29.

ARTICLE 38
MANDATORY SUBJECTS

38.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject. The Employer will notify the Executive Director of the Union of these changes in writing, citing this Article, and the Union may request negotiations on the impact of these changes on employee's working conditions. In the event the Union does not request negotiations within twenty-one (21) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

38.2 Prior to making any change in written agency policy that is a mandatory subject of bargaining, the Employer will notify the Union and satisfy its collective bargaining obligations per Section 38.1.

38.3 The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner.

ARTICLE 39
UNION ACTIVITIES

39.1 Staff Representatives

A. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency. The Employer will recognize any staff representative on the list. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. For all bargaining units except the Department of Corrections Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency. In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

C. Within the Department of Corrections Community Corrections bargaining unit and Department of Social and Health Services – Special Commitment Center, staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:

1. The representative notifies local management prior to his or her arrival,

2. It does not interrupt the normal operations of the office or facility, and

3. National Crime Information Center (NCIC) checks have been completed and the representative is cleared for access into the office or facility.

In accordance with Section 39.3 below, staff representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

39.2 Union Stewards

A. The Union will provide the Employer with a written list of current union stewards and the office, facility or geographic jurisdiction for which they are responsible. The Union will maintain the list. A steward may represent any employee who works in the same agency in the same office, facility or geographic jurisdiction as the steward and is in a bargaining unit

represented by WFSE. The Employer will not recognize an employee as a union steward if his or her name does not appear on the list.

B. Union stewards will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for and attend meetings scheduled by Management within the steward's office, facility or geographic jurisdiction in bargaining units represented by WFSE for the following representational activities:

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 27, Discipline;

2. Union Management Communication Committees and other committee meetings if such committees have been established by this Agreement; and/or

3. Informal grievance resolution meetings, grievance meetings, alternative dispute resolution sessions, mediation sessions and arbitration hearings held during their work time.

In addition, Union stewards will be provided a reasonable amount of time during their normal working hours, as determined by the Employer, to investigate and process grievances through the agency head level within the steward's office, facility or geographic jurisdiction in bargaining units represented by the WFSE.

C. Union stewards will be allowed reasonable time, as determined by the Employer, to travel to and from management scheduled investigatory interviews, pre-disciplinary meetings, informal grievance resolution meetings, grievance meetings, mediation sessions, and alternative dispute resolution meetings conducted during their normal work hours. Time spent traveling during the employee's non-work hours in order to attend the meetings will not be considered time worked. A steward may be authorized by his or her supervisor to adjust his or her work schedule, take leave without pay, compensatory time, exchange time or vacation leave to travel to and from an arbitration hearing and/or union management communication committee meeting.

D. In both Subsection 39.2 B and C above, the union steward must obtain prior approval from his or her supervisor to prepare for and/or attend any meeting during his or her work hours. All requests must include the approximate amount of time the steward expects the activity to take. Any agency business requiring the steward's immediate attention will be completed prior to attending the meeting. With prior notification to the Employer, off-duty stewards will have access to the worksite to perform representational duties as long as the worksite is open and/or operational and there are no other reasons to preclude such access. Time spent

preparing for and attending meetings during the union steward's non-work hours will not be considered as time worked. Union stewards may not use state vehicles to travel to and from a work site in order to perform representational activities, unless authorized by the agency.

E. If the amount of time a union steward spends performing representational activities is unduly affecting his or her ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

39.3 Use of State Facilities, Resources and Equipment

A. Meeting Space and Facilities

The Employer's offices and facilities may be used by the Union to hold meetings, subject to the agency's policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

The Union and employees covered by this Agreement will not use state-purchased supplies or equipment to conduct union business or representational activities. This does not preclude the use of the telephone, or similar devices that may be used for persons with disabilities, for representational activities if there is no cost to the Employer, the call is brief in duration and it does not disrupt or distract from agency business.

C. E-mail, Fax Machines, the Internet, and Intranets

The Union and employees covered by this Agreement will not use state-owned or operated e-mail, fax machines, the internet, or intranets to communicate with one another, except as provided in this agreement. Employees may use state operated e-mail to request union representation. Union representatives and stewards may use state owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 29, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

1. Result in little or no cost to the Employer;

2. Be brief in duration and frequency;

3. Not interfere with the performance of their official duties;

4. Not distract from the conduct of state business;

5. Not disrupt other state employees and will not obligate other employees to make a personal use of state resources;

6. Not compromise the security or integrity of state information or software; and

7. Not include general communication and/or solicitation with employees.

The Union and its stewards will not use the above referenced state equipment for union organizing, internal union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to public disclosure.

39.4 Information Requests

The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

39.5 Agency Policies

Agencies will provide to the Union any new human resources related policies affecting represented employees or updates to existing human resource related policies affecting represented employees during the term of the Agreement.

39.6 Bulletin Boards and Newsstands

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for union communication. In bargaining units where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union communications will not be posted in any other location in the agency. If requested by the Union, the Employer will identify areas where Union provided newsstands can be located in their offices/facilities.

In the State Operated Living Alternatives (SOLA) program residences within the Department of Social and Health Services, the Employer will make available a three-ring binder that is designated for union materials. Materials in the binder will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. Union materials may be distributed to the SOLA binders in accordance with Section 39.7 of this Article.

39.7 Distribution of Material

An employee will have access to his or her work site for the purpose of distributing information to other bargaining unit employees provided:

A. The employee is off-duty;

B. The distribution does not disrupt the Employer's operation; and

C. The distribution will normally occur via desk drops or mailboxes, as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as newsstands, lunchrooms, break rooms and/or other areas mutually agreed upon will be utilized.

D. The employee must notify the Employer in advance of his or her intent to distribute information.

E. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

39.8 WFSE Council President and Vice-President

A. Leave of Absence

Upon request of the Union, the Employer will grant leave with pay for the WFSE Council President and Vice-President for the term of his or her office. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the Council President and Vice-President on leave with pay during the period of absence. The Union will reimburse the agency(ies) by the 20th of each month for the previous month.

B. Leave Balances

The President and Vice-President will accrue vacation and sick leave during the period of absence; however, when the President and Vice-President return to state service his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. If the President or Vice-President retire or separate from state service at the end of the period of absence, his or her leave balances will not exceed his or her leave balances on the date the period of absence commenced. Reporting of leave will be submitted to the agency(ies). All leave requests will be submitted within the required time limits.

C. Indemnification

The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorneys fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the President or Vice-President, or their status as President or Vice-President, during the period of absence.

D. Return Rights

The President and Vice-President will have the right to return to the same position or in another position in the same job classification and the same geographic area as determined by the Employer, provided such reemployment is not in conflict with other articles in this agreement. If the job classification of the position in which the President and/or Vice-President has return rights to has been abolished or revised, a crosswalk to the class series will be used to identify his or her return rights. Any layoff as a result of the return will be processed in accordance with Article 34, Layoff and Recall. The employee and the Employer may enter into a written agreement regarding return rights at anytime during the leave. The period of leave will not impact the employee's seniority date.

39.9 Time Off for Union Activities

A. Union designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employee's time off will not interfere with the operating needs of the agency as determined by management. If the absence is approved, the employees may use accumulated compensatory time, vacation leave, exchange time, or personal holiday in accordance with Article 10, Holidays, instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation.

B. The Union will give the Employer a written list of the names of the employees it is requesting attend the above listed activities at least fourteen (14) calendar days prior to the activity.

39.10 Temporary Employment with the Union

With thirty (30) calendar days' notice, unless agreed otherwise, employees may be granted leave without pay to accept temporary employment with the Union of a specified duration, not to exceed twelve (12) months, provided the employee's time off will not interfere with the operating needs of the agency. The returning employee will be employed in a position in the same job classification and the same geographical area, as determined by the Employer.

39.11 New Employee Orientation

When an agency provides a formal new employee orientation program for new employees, the Union will be given an opportunity to have a union steward or staff representative speak to the class for not more than thirty (30) minutes to provide information about the Union and the Master Agreement. When an agency provides formal new employee orientation on-line, the Employer agrees to provide each new bargaining unit employee with an orientation package provided by the Union.

39.12 Demand to Bargain – Release Time and Travel

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

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

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

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

39.13 2013 – 2015 Master Agreement Negotiations

A. Release Time

The Employer will approve paid release time for the first ten (10) days of formal negotiations for up to twenty-five (25) Union team members who are scheduled to work on the day negotiations are being conducted. After twenty (20) days of formal negotiations, the Union may request the parties meet and discuss additional paid release time for Union team members. The Employer will approve compensatory time, vacation leave, exchange time or leave without pay, or at the discretion of their supervisor an employee may be allowed to adjust his or her work hours for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. Per diem and travel expenses will be paid by the WFSE for Union team members. No overtime, compensatory time or exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

B. Confidentiality/Media Communication

Bargaining sessions will be closed to the press and the public unless agreed otherwise by the chief spokespersons. No proposals will be placed on the parties' web sites. The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place. There will be no public

disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

ARTICLE 40
DUES DEDUCTION/STATUS REPORTS

40.1 Union Dues

A. When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary an amount equal to the fees or dues required to be a member of the Union. The Employer will provide payments for all said deductions to the Union at the Union's official headquarters each pay period.

B. Forty-five (45) calendar days prior to any change in dues and/or fees, the Union will provide the Office of Financial Management's Labor Relations Office the percentage and maximum dues and/or fees to be deducted from the employee's salary.

40.2 Notification to Employees

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a payroll deduction authorization form. The Employer will inform employees in writing when they are appointed to a position that is not in a bargaining unit.

40.3 Union Security

All employees covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsection 40.3 A, B, and C below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

A. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which he or she is a member, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of the full membership fee that is related to collective bargaining, contract administration and the pursuit of matters affecting wages, hours and other terms and conditions of employment rather than the full membership fee.

D. If an employee fails to meet the union security provisions outlined above, the Union may notify the Employer. If the Union notifies the Employer, the Union will inform the employee that his or her employment may be terminated.

40.4 The Employer agrees to deduct the membership dues, agency shop fee, non-association fee, or representation fee from the salary of employees who request such deduction in writing within thirty (30) days of receipt of a properly completed request submitted to the appropriate agency payroll office. Such requests will be made on a Union payroll deduction authorization card.

40.5 Dues/Fees Cancellation

An employee may cancel his or her payroll deduction of dues or fees by written notice to the Employer and the Union. Every effort will be made to make the cancellation effective on the first payroll, and not later than the second payroll, after receipt of the notice. However, the cancellation may cause the employee to be terminated, subject to Section 40.3, above.

40.6 Voluntary Deduction

A. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically any deductions made pursuant to this provision to the Union together with an electronic report showing:

1. Employee name
2. Personnel number
3. Amount deducted

B. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under Section 1 (6) of RCW 41.04.230.

40.7 Status Reports

A. Each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees in the bargaining unit:

1. Personnel number
2. Employee name

3. Mailing address
4. Personnel area code and title
5. Organization unit code, abbreviation and title
6. Work county code and title
7. Work phone number
8. Employee group
9. Job class code and title
10. Appointment date
11. Bargaining unit code and title
12. Position number
13. Pay scale group
14. Pay scale level
15. Employment percent
16. Seniority date
17. Separation date
18. Special pay code
19. Total salary from which union dues is calculated
20. Deduction wage type
21. Deduction amount

B. Each month, the Employer will provide the Union with a report in an electronic format of the following data, if maintained by the Employer, for employees who enter or leave the bargaining unit or who stop or start deductions:

1. Personnel number
2. Employee name
3. Mailing address
4. Personnel area code and title
5. Organization unit code, abbreviation and title
6. Work county code and title
7. Work phone number
8. Employee group
9. Job class code and title
10. Appointment date
11. Bargaining unit code and title
12. Position number
13. Pay scale group
14. Pay scale level
15. Employment percent
16. Seniority date
17. Separation date
18. Special pay code
19. Total salary from which union dues is calculated
20. Action reason title and effective date

C. Information provided pursuant to this Section will be maintained by the Union in confidence according to the law.

D. The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

40.8 Indemnification

The Employer shall be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

ARTICLE 41
CLASSIFICATION

41.1 Classification Plan Revisions

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan, including descriptions for newly created classifications. Upon request of the Union, the Employer will bargain the salary effect(s) of a change to an existing class or newly proposed classification.

B. The Employer will allocate or reallocate positions, including newly created positions, to the appropriate classification within the classification plan based upon the duties assigned and performed.

41.2 Position Description Updates

A. Position descriptions will be reviewed during the annual performance review period in accordance with Subsection 5.2 B (3).

B. In accordance with WAC 357-13-065, at the request of the employee and with employee input, the Employer will review and update, if necessary, the employee's position description every six (6) months.

41.3 Position Review

An individual employee who believes that his or her position is improperly classified may request a review according to the following procedure:

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form. Nothing precludes an employee who is requesting a reallocation from submitting a copy of the request to the designated Human Resources Office to be date stamped. If the employee initiates the request and the supervisor disagrees with the employee's description of the current job duties, the supervisor will note that on the form.

B. The supervisor will then send the completed form to the local Human Resources Office. The Human Resources Office will review the completed form and make a decision regarding appropriate classification.

The Human Resources Office will respond to the employee and/or the employee's immediate supervisor in writing within sixty (60) calendar days of receipt of the properly completed form. If an allocation determination is not made within the sixty (60) calendar days the employee will be provided with a status report.

C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the agency's decision to the Director of the Department of Personnel or designee within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel or designee will then make a written determination that will be provided to the employee.

D. The Employer or employee may appeal the determination of the Director of the Department of Personnel or designee to the Washington Personnel Resources Board within thirty (30) calendar days of being provided the written decision of the Director of the Department of Personnel. The Board will render a decision, which will be final and binding.

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

F. Decisions regarding appropriate classification will be reviewed in accordance with this Section and will not be subject to the grievance procedure specified in Article 29 of this Agreement.

41.4 Effect of Reallocation

A. <u>Reallocation to a Class With a Higher Salary Range Maximum</u>

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

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

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

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

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

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

1. If the employee has the skills and abilities required of the position and chooses to remain in the reallocated position, the employee will retain his or her existing appointment status and has the right to be placed on the agency's internal layoff list for the classification the employee held permanent status in prior to the reallocation and in the General Government Transition Pool Program.

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

41.5 Salary Impact of Reallocation

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

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

Upon appointment to the higher class, the employee's base salary will be increased to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize, at his or her discretion, an increase of the base salary up to a total of ten percent (10%). The base salary will not exceed the top of the range.

B. Reallocation to a Class With an Equal Salary Range Maximum

The employee retains his or her previous base salary.

C. Reallocation to a Class With a Lower Salary Range Maximum

The employee will be paid an amount equal to his or her current salary, provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

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

ARTICLE 42
COMPENSATION

42.1 Pay Range Assignments

A. Effective July 1, 2011, each classification represented by the Union will continue to be assigned to the same salary range of the "General Service Salary Schedule Effective July 1, 2009 through June 30, 2011" that it was assigned on June 30, 2011. Effective July 1, 2011, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule that he or she was assigned on June 30, 2011.

B. Effective July 1, 2011, the "General Service Salary Schedule Effective July 1, 2009 through June 30, 2011" will be reduced by three percent (3%), except for those steps within a salary range that the full-time equivalent monthly salary is less than $2,500. This salary grid will remain in effect until June 29, 2013 as shown in Appendix M. The three percent (3%) salary reduction will not apply to compensation an employee receives for overtime or for leave cashed out in accordance with Subsection 7.5 D, Sections 11.13, 12.7, and 12.8.

C. Effective June 30, 2013, the "General Service Salary Schedule Effective July 1, 2009 through June 30, 2011" will be reinstated as shown in Appendix F.

D. In those cases where the employee's current salary exceeds the maximum amount of the salary range for his or her current position, the three percent (3%) salary reduction will apply except for employees making less than $2,500 a month full-time equivalent salary.

E. All employees who have been at step L for six (6) consecutive years or more will progress to Step M.

42.2 "N1" Pay Range Assignments

A. Effective July 1, 2011, each classification represented by the Union will continue to be assigned to the same salary range of the "N1" Range Salary Schedule – Effective July 1, 2009 through June 30, 2011, that it was assigned on June 30, 2011. Effective July 1, 2011, each employee will continue to be assigned to the same range and step of the "N1" Range Salary Schedule that he or she was assigned on June 30, 2011.

B. Effective July 1, 2011, all salary ranges and steps of the "N1" Range Salary Schedule Effective July 1, 2009 through June 30, 2011 will be reduced by three percent (3%) and will remain in effect until June 29, 2013 as shown in Appendix N. Effective June 30, 2013, the "N1" Range Salary Schedule Effective July 1, 2009 through June 30, 2011 will be reinstated as shown in Appendix G. The three percent (3%) salary reduction will not apply to compensation an employee receives for

overtime or for leave cashed out in accordance with Subsection 7.5 D, Sections 11.13, 12.7, and 12.8.

C. In those cases where the employee's current salary exceeds the maximum amount of the salary range for his or her current position, the three percent (3%) salary reduction will apply.

42.3 "T" Pay Range Assignments

A. Effective July 1, 2011, each classification represented by the Union will continue to be assigned to the same salary range of the "T" Range Salary Schedule – Effective July 1, 2009 through June 30, 2011, that it was assigned on June 30, 2011. Effective July 1, 2011, each employee will continue to be assigned to the same range and step of the "T" Range Salary Schedule that he or she was assigned on June 30, 2011.

B. Effective July 1, 2011, all salary ranges and steps of the "T" Range Salary Schedule Effective July 1, 2009 through June 30, 2011 will be reduced by three percent (3%), except for those steps within a salary range that the full-time equivalent monthly salary is less than $2,500. This salary grid will remain in effect until June 29, 2013 as shown in Appendix O. The three percent (3%) salary reduction will not apply to compensation an employee receives for overtime or for leave cashed out in accordance with Subsection 7.5 D, Sections 11.13, 12.7, and 12.8.

C. Effective June 30, 2013, the "T" Range Salary Schedule Effective July 1, 2009 through June 30, 2011" will be reinstated as shown in Appendix H.

D. In those cases where the employee's current salary exceeds the maximum amount of the salary range for his or her current position, the three percent (3%) salary reduction will apply except for employees making less than $2,500 a month full-time equivalent salary.

42.4 Pay for Performing the Duties of a Higher Classification

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

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%)

higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

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

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

E. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades
The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to his/her permanent position.

42.5 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Sections 42.1, 42.2 and 42.3, above.

A. The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant (PA) will be governed by the "N1" Range Salary Schedule.

B. An employee's experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an "N1" range:

1. RN and PA experience will be credited year for year.

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

42.6 Periodic Increases

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

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

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

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

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

E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with Subsections 42.6 A through C.

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

G. <u>Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades</u>
The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to his/her permanent position.

42.7 Salary Assignment Upon Promotion

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

B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%)

higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections 42.7 A and B, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

D. Promotions for Registered Nurses or Physicians Assistants

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

2. An employee who is promoted into or between classes which have pay range "N" will advance to the step in the new range, as shown in the "N1" Range Salary Schedule, as described in Section 42.2, which represents the greater of (a), (b) or (c) below.

a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN). Experience will be credited as follows:

i. RN and PA experience will be credited year for year.

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

Or

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

Or

c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is

nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.

i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.

ii. When the employee is promoted over an intervening class in the same class series.

iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.

iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

42.8 Demotion

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

42.9 Transfer

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

42.10 Reassignment

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

42.11 Reversion

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

42.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Section 42.7.

42.13 Part-Time Employment

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

42.14 Callback

A. Work Preceding or Following a Scheduled Work Shift

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

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

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

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

B. Work on Scheduled Days Off or Holidays

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

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

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

These provisions will apply to employees on paid leave status.

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

D. Emergency Schedule Changes – Departments of Agriculture and Transportation
If the Employer makes an emergency schedule change as defined in Article 6, Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

42.15 Shift Premium

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

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

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

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

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

2. Regularly scheduled day shift employees are not entitled to shift premium unless:

a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.

3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium

for all hours adjoining that evening or night shift which are worked.

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

1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined above in Subsection 42.15 B.2.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection 42.15 B.2 were applied.

E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the "regular rate."

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

42.16 Shift Premium for Registered Nurses and Related Classes

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

42.17 Supplemental Shift Premium for Nurses

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

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

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

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

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

42.18 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee, except for registered nurses and related classes, will receive the shift premium rate designated in Subsection 42.15 B for all hours worked. Registered nurses and related classes will receive the premium rate set forth in Section 42.16 for all hours worked. The provisions of Subsections 42.15 D, E and F will apply to employees working split shifts.

42.19 Standby

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

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

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

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

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

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

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

F. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

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

42.20 Relocation Compensation

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

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

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

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.21 Salary Overpayment Recovery

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

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

B. <u>Method of Payback</u>

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

   a. Voluntary wage deduction
   b. Cash
   c. Check

2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the agency and employee can agree to an amount that is more than the five percent (5%).

3. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment

owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 29 of this Agreement.

42.22 Assignment Pay/Special Pay Provisions

A. Assignment Pay

Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan.

B. Special Pay Ranges

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

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices I and J of this Agreement.

42.23 Dependent Care Salary Reduction Plan

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

42.24 Pre-tax Health Care Premiums

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

42.25 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental

expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

42.26 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2011 – 2013 operating budget. Such participation must be in accordance with the program guidelines adopted by the Department of Personnel and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 29.

42.27 Fire Duty Compensation – Department of Corrections (DOC) and Department of Social and Health Services (DSHS)

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

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

1. The employee has no responsibility during time deducted for meal periods.

2. The time deducted for sleep includes a period of five (5) continuous hours which are not interrupted by a call to work.

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

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

D. If an employee is directed to perform duties which extend beyond his or her assigned work hours, as determined in Subsection 42.27 C above, he or she will be compensated at the overtime rate. If an employee is directed to return to duty without having had five (5) continuous hours off duty, the employee will be compensated at the overtime rate for all off-duty hours, in addition to the number of hours worked, until he or she is

relieved from duty for five (5) consecutive hours. If an employee is directed to return to work after being off duty for five (5) consecutive hours but prior to his or her assigned shift, he or she will be compensated at the overtime rate for actual hours worked during the off-duty hours.

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

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

42.28 Fire Duty Compensation – Department of Natural Resources (DNR)

A. Compensation for Typical Fire Suppression Duties:

DNR employees performing fire suppression duties or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system, an employee's work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.

2. For those hours worked under the incident command system, two dollars ($2.00)* is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours.

3. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate plus two dollars ($2.00)* for those hours worked in excess of forty (40) hours in a workweek as a result of wild fire suppression and/or other emergency duties performed under the incident command system. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.

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

B. Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor

Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

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

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

42.29 Spill Response Team – Department of Ecology

A. In addition to the compensation described in Article 7, Overtime, employees on spill response duty will be compensated as follows:

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

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Subsection 42.19 D above, for all hours in standby status.

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

C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive assignment pay per Section 42.22, above. Employees not permanently assigned to the Emergency Response Team (after-hours responders) but who are designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive three hundred dollars ($300) for each assigned week of duty. When the assigned week of duty is performed by two (2) or more responders, the three hundred dollars ($300) assignment pay will be apportioned to the responders as described in the Spill Response Operations Manual.

42.30 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in Sections 42.27, 42.28 and 42.29 above, performing emergency/disaster duties when working full-time under a phase II or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

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

B. For those hours worked during the activation, one dollar ($1.00) is added to an employee's regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, shift differential, split shift differential, assignment pay, and/or schedule change.

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

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

42.31 Temporary Salary Reduction Leave (TSR)

In lieu of reducing the daily work hours of employees as a result of the three percent (3%) salary reduction, the Employer and the Union agree to establish Temporary Salary Reduction leave (TSR).

A. Employees will only accrue TSR leave during the period the three percent (3%) salary reduction is in effect. Only employees subject to the three percent (3%) salary reduction will qualify to earn TSR leave.

B. Employees may be credited up to a maximum of five and two-tenths (5.2) hours of TSR leave per month.

C. Full-time employees who have been in pay status for eighty (80) non-overtime hours in a calendar month will accrue five and two-tenths (5.2) hours of temporary reduction in pay leave per month. Part-time employees will accrue TSR leave proportionate to the number of hours the part-time employee is in pay status during the month to that required for full-time employment.

D. TSR leave has no cash value and balances must be used by July 1, 2013; however, employees may carry forward up to sixteen (16) hours of TSR leave that must be used prior to September 1, 2013.

E. TSR leave must be requested and scheduled in accordance with the vacation leave scheduling requirements of Article 11, Vacation Leave.

F. Except for employees of the Center for Childhood Deafness and Hearing Loss and employees of the School for the Blind, TSR leave will be used prior to either vacation or sick leave unless by doing so the employee would exceed the vacation leave maximum in accordance with Article 11, Vacation Leave. Employees of the Center for Childhood Deafness and Hearing Loss and employees of the School for the Blind will be required to use TSR leave during a time of school closure. An employee will not be required to use TSR leave prior to sick leave when he or she has submitted a written request for vacation leave and the leave request has been approved by his or her supervisor that ensures the use of TSR leave prior to the June 30, 2013 expiration, except as provided in Subsection 42.31 H below.

G. TSR leave may be used alone or in conjunction with other leave. TSR leave may not be donated as shared leave.

H. This section will expire on June 29, 2013, except Subsection 42.31 D, which will expire on September 1, 2013.

ARTICLE 43
HEALTH CARE BENEFITS AMOUNTS

See Health Benefits Agreement by and between the State of Washington and the Coalition of Unions.

ARTICLE 44
TOBACCO FREE WORKPLACE

44.1 Applicability

This applies only to those employees who work at the Town Center campus located in Tumwater and the Department of Health's Public Health Laboratory located in Shoreline.

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

44.3 The Employer will have the right to confine employee tobacco use and smoking to specifically designated areas, or make entire campuses tobacco free. Prior to

taking such an approach, the Employer will provide ninety (90) days notice to affected employees. The Employer will help identify smoking and tobacco cessation resources for employees who request help to stop smoking or using tobacco products.

ARTICLE 45
CONTRACTING

45.1 The Employer will determine which agency services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of General Administration WAC 236-51, and Department of Personnel WAC 357-43. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting. The Employer will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work.

45.2 The Employer will notify the Executive Director of the Union of the proposed contracting in writing. If known at the time of the written notification, the notice must include:

A. The location where the work will be performed;

B. Whether or not the contract is for work customarily and historically performed by bargaining unit members within the impacted bargaining unit and location;

C. A description of the work to be contracted;

D. A description of the reasons for the contracting; and

E. The length and amount of the contract.

45.3 The Union will have twenty-one (21) calendar days from receipt of the written notice to request negotiations. The request must be in writing and sent to the Director, Labor Relations Office, Office of Financial Management. If the Union does not request negotiations within twenty-one (21) calendar days, the Employer may contract for the work without the need for further negotiations.

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

45.5 Shared Services
The Union and the Employer acknowledge that there may be instances where the Employer might be able to expand operations and/or provide services to other state agencies. It is further acknowledged that such expansion may have a

beneficial financial impact to the Employer and may mitigate the impacts of budgetary constraints. The Employer will consider proposals submitted to them from the Union.

ARTICLE 46
PRESUMPTION OF RESIGNATION

46.1 Unauthorized Absence

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

46.2 Notice of Separation

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

46.3 Petition for Reinstatement

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

46.4 Grievability

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

ARTICLE 47
WORKPLACE BEHAVIOR

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

47.2 Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee believes he or she has been subjected to inappropriate behavior the employee, and/or the employee's union representative, is encouraged to report this behavior to the employee's supervisor or the Human

Resources Office and/or file a grievance in accordance with Article 29, Grievance Procedure. Grievances related to this article may be processed through the agency director or secretary level only and are not subject to a pre-arbitration review meeting, mediation or arbitration.

ARTICLE 48
CHILDCARE CENTER – LAKELAND VILLAGE

The Employer will provide the current space for the existing nonprofit childcare center on the grounds of Lakeland Village. The Employer may relocate or cancel the program with thirty (30) calendar days' notice.

ARTICLE 49
STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

ARTICLE 50
ENTIRE AGREEMENT

50.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005—whether written or oral—is null and void, unless specifically preserved in this Agreement.

50.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

50.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

50.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

ARTICLE 51
SAVINGS CLAUSE

If any court or administrative agency of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the

unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

ARTICLE 52
PRINTING OF AGREEMENT

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

ARTICLE 53
TERM OF AGREEMENT

53.1 All provisions of this Agreement will become effective July 1, 2011, and will remain in full force and effect through June 30, 2013; however, in accordance with RCW 41.80.090, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

53.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2012, and no later than January 31, 2012. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

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

Agency	PERC Description	Order #
Agriculture	Regulatory Division	RU-297
	Fruit/Vegetable Inspection	RU-325
	Grain Inspection	RU-105
	Plant Services	RU-326
Arts Commission	Non-Supervisory Classified	8411
Blind Services	Non-Supervisory Classified – Agency wide	8429
	Supervisory Classified – Agency wide	8429
Blind, School	Agency wide – Institutions, excluding Teachers	8438
Center for Childhood Deafness And Hearing Loss	Non-Supervisory Classified – Institutions	8417
	Supervisory Classified - Institutions	8417
Commerce	Non-Supervisory Community Program Developers	10921
	Supervisory Community Program Developers	8385
Corrections	Non-Supervisory Community Corrections	10442
	Supervisors Community Corrections	8412
	Non-Supervisors – Warrants/Records Unit	9812
CJTC	Agency wide	RU-369
DFW	Non-Supervisory Information Tech Services	8130
	Non-Supervisory Hatchery Specialists – Barg. Unit 1	RU-537
	Supervisory Hatchery Specialists – Barg. Unit 2	8640
	Non-Supervisory Construction & Maintenance	RU-545
	Wildlife Area Managers/Asst. Managers	RU-591
	Non-Supervisory Business Services & Public Relations	8645
	Supervisory Business Services	8646
DSHS	Non-Supervisory Institutions	8420
	Supervisors Institutions	8420
	Non-Supervisory Juvenile Rehab Community	8418

	Services	
	Supervisors Juvenile Rehab Community Services	8418
	Non-Supervisory Economic & Social Services	8687-B
	Supervisors Economic & Social Services	8447
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
Early Learning	Non-Supervisory Classified – Agency wide	10071-A
	Supervisory Classified – Agency wide	10072-A
Ecology	Non-Supervisory Classified – Agency wide	8968
ESD	Non-Supervisory Classified – Agency wide	8413
	Supervisory Classified – Agency wide	8413
GA	Non-Supervisory Capitol Facilities	11013
	Supervisory Capitol Facilities	10920
	State Mail Services	RU-129
	Non-Supervisory State Procurement	8626
	Construction & Maintenance Supts.	9542
	Non-Supervisory Motor Pool	10564
Health	Non-Supervisory Classified – Agency wide	8448
	Supervisors Center for Health Statistics	8427
Health Care Authority	Health Insurance Benefits Specialists (Non-Supervisors)	9725
Horse Racing Commission	Non-Supervisory Classified – Agency wide	8433
	Supervisory Classified – Agency wide	8433
Human Rights	Non-Supervisory Investigators & Specialists	RU-243
Industrial Appeals	Non-Supervisory Support Services	8430
	Support Services Supervisors	8430
Information Services	Non-Supervisory Classified – Agency wide	8629
	State Information and Conference Calling	RU-536
Insurance Comm.	Non-Supervisory Classified – Agency wide	8199
	Supervisory Classified – Agency wide	8199
L&I	Non-Supervisory Classified – Agency wide	8437
	Supervisory Classified – Agency wide	8437
Licensing	Non-Supervisory Classified – Agency wide	7991-A

	Supervisory Classified – Agency wide	8175
Lottery	Non-Supervisory District Sales Representatives	RU-576
Military	Emergency Management and Information Technology	10820
	Army Division (Office, Professional, Administrative and Clerical)	9641-B
Natural Resources	Non-Supervisory Residual Unit	8458-C
	Supervisory Residual Employees	8711
OMWBE	Non-Supervisory Classified	10720-A
Recreation and Conservation Office	Non-Supervisory Classified – Agency wide	8415
Parks	Non-Supervisory Classified – Agency wide	10707
	Supervisory Classified – Agency wide	8528
Secretary of State	Non-Supervisory Archives & Records	8195-A
	Supervisory Archives & Records	8195-A
State Patrol	Non-Supervisory Mixed Classes – Agency wide	8469
	Non-Supervisory Service Workers @ WSP Academy	RU-251
	Non-Supervisory Crime Laboratories	8425
	Supervisors Crime Laboratories	8425
	Non-Supervisory Fire Protection Services	8422
	Supervisors Fire Protection Services	8422
Transportation	Non-Supervisory Mixed Classes – Agency wide	11015
	Non-Supervisory Highway Maintenance	8364
	Supervisors Highway Maintenance	8364
UTC	Non-Supervisory – Agency wide	8546
	Non-Supervisory Motor Carrier Law Enforcement	RU-313
Veterans Affairs	Non-Supervisory Veteran's Homes	8200-A
	Supervisors Veteran's Homes	8200-A
WTECB	Agency wide	RU-191

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

1. Board of Industrial Insurance Appeals
Information Technology Specialist 1 and 2

2. Center for Childhood Deafness and Hearing Loss
Information Technology Specialist 3
Maintenance Mechanic 2

3. Department of Agriculture
Agricultural Technologist
Brand Inspector 1 and 2
Grain Inspection Office Supervisor
Grain Sampler, Weigher (Non-shift)
Grain Sampler (Non-shift)
Grain Protein Specialist (Non-shift)
Livestock Investigator
Pest Biologist 1 and 2
Plant Services Specialist 1 and 2
Weights and Measures Inspector 1 and 2
Weights and Measures Supervisor

4. Department of Commerce
Commerce Specialists 1 and 2

5. Department of Corrections
Community Corrections Specialist
Community Corrections Officer 1, 2 and 3
Corrections and Custody Officer 3 (Tri-Cities Work Release only)
Corrections and Custody Officer 2 and 3 (Transport officers and Community Work Crew officers only)

6. Department of Ecology
Community Outreach & Environmental Education Specialist 1, 2, 3, and 4
Environmental Planner 1, 2, 3, 4 and 5
Environmental Specialist 1, 2, 3, 4, and 5
Information Technology Specialist 1, 2, 3, 4, and 5
Management Analyst 3, 4, and 5
Natural Resource Scientist 1, 2, 3, and 4

7. Department of Fish and Wildlife
Carpenter
Construction and Maintenance Project Supervisor
Construction and Maintenance Superintendent 1

Construction Project Coordinator 2
Customer Service Specialist 2
Electrical Construction Inspector
Electrician
Electrician Supervisor
Electronics Technician
Fish Hatchery Specialist 1, 2, 3, and 4
Heavy Equipment Operator Supervisor
Land Surveyor 2
Maintenance Mechanic 1 and 2
Welder/Fabricator

8. Department of Health
Health Care Investigator 1, 2, and 3
Investigator 3 and 4
Pharmacist Investigator

9. Department of Labor and Industries
Apprenticeship Consultant 2 and 3
Industrial Hygienist 2, 3 and 4
Industrial Relations Agent 2, 3, and 4
Investigator 2 and 3
Safety and Health Inspector 1, 2, 3 and 4

10. Department of Social and Health Services
Attendant Counselor Manager
Community Worker
Developmental Disabilities Case/Resource Manager
Food Manager 1
Forensic Therapists 1 and 2
Investigator 1 and 2
Juvenile Rehabilitation Security Manager
Juvenile Rehabilitation Supervisor
Quality Control Specialist
Residential Services Coordinator
Security Guard 3
Social Worker 3

11. Employment Security Department
Information Technology Specialist 1, 2, 3 and 4

12. Horse Racing Commission
Investigator 1, 2 and 3
Racing Official 1 and 2

13. **Military Department**
Emergency Management Program Specialist 1 and 2

14. **Office of the Insurance Commissioner**
Financial Examiner 1 and 2

15. **Office of Minority and Women's Business Enterprises**
Management Analyst 4

16. **Recreation and Conservation Office**
Information Technology Specialist 2

17. **Workforce Training and Education Coordinating Board**
Information Technology Specialist 2

APPENDIX C
GRIEVANCE PROCEDURE

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

Arts Commission
Criminal Justice Training Commission
Department of Ecology
Department of Fish & Wildlife
Department of General Administration
Department of Health
Department of Social and Health Services
Department of Transportation
Employment Security Department
Health Care Authority
Horse Racing Commission
Human Rights Commission
Office of Minority and Women's Business Enterprises
Parks and Recreation
Recreation & Conservation Office
School for the Blind
School for the Deaf
Services for the Blind
Utilities and Transportation Commission
Washington State Patrol
Workforce Training and Education Coordinating Board

APPENDIX D
LAYOFF UNITS

1. Arts Commission
The agency is designated as the single layoff unit.

2. Board of Industrial Insurance Appeals
The agency is designated as the single layoff unit.

3. Center for Childhood Deafness and Hearing Loss
The agency is designated as the single layoff unit.

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

5. Department of Agriculture
Each of the following constitutes a separate layoff unit.

COMMODITY INSPECTION DIVISION

1. Grain Inspection Program
   Each of the grain offices will constitute a separate layoff unit.

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

3. Seed Program
   The Seed Program will constitute a single layoff unit.

PLANT PROTECTION DIVISION

1. Pest Program
   The Pest Program will constitute a single layoff unit.

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

3. Commission Merchants and Weights and Measures Programs
   These programs together will constitute a single layoff unit.

ANIMAL SERVICES DIVISION

1. Brand Program
   The Brand Program will constitute a single layoff unit.

6. Department of Commerce

Layoff units will be by order as follows:

A. Division by County

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

B. County Only

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

C. Entire Division/Statewide

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

D. Entire Agency

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

7. Department of Corrections

Layoff units will be by order as follows.

A. County

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

B. County Group

If no option is available within the county layoff unit, the county group in which the employee's permanent workstation is located will be considered the layoff unit. County groups are as follows:

1. Group 1

   Adams, Benton, Chelan, Columbia, Douglas, Franklin, Grant, Kittitas, Klickitat, Walla Walla and Yakima.

2. Group 2

   Asotin, Ferry, Garfield, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.

3. Group 3

   Clallam, Jefferson, Skagit, Snohomish and Whatcom.

4. Group 4

   Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum.

5. Group 5
King and Pierce.

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

8. Department of Early Learning
The county in which an employee's position is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the service area. If no option is available within the service area layoff unit, the unit expands to the department statewide.

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

10. Department of Fish and Wildlife
The following will constitute separate layoff units.

A. All classified support staff.

B. Programs headed by an Assistant Director, except all classified support staff.

C. Director's office, except all classified support staff.

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

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

B. Eastern Washington Region
The layoff unit will first be the county in which the employee's permanent workstation is located. If there are no options in the county the layoff unit

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

12. Department of Health

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

13. Department of Information Services

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

14. Department of Labor and Industries

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

15. Department of Licensing

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

A.

1. Layoff Unit 1
   Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties. *(Western Washington region)

2. Layoff Unit 2
   King County. *(Western Washington region)

3. Layoff Unit 3
   Pierce and Kitsap Counties. *(Western Washington Region)

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

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

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

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

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

16. Department of Natural Resources

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

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

17. Department of Social and Health Services

A. Excluding Institutions: The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the applicable region in the regional structure that existed on April 30, 2011. If no option is available in the region in the regional structure that existed on April 30, 2011, the unit expands to the applicable region in the current regional structure. If there is no option available within the current regional structure, the unit expands to the department statewide.

B. For institutions only: The institution in which the employee works will be the primary layoff unit. If no option is available within the institution layoff unit, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to bordering counties. If no option is available in the bordering counties, the unit expands to the applicable region in the regional structure that existed on April 30, 2011. If no option is available in the region in the regional structure that existed on April 30, 2011, the unit expands to the applicable region in the current regional structure. If no option is available within the current regional structure, the unit expands to the department statewide.

C. Regional Structure that existed on April 30, 2011:

Region 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

Region 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima.

Region 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

Region 4: King

Region 5: Kitsap, and Pierce.

Region 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat, Lewis, Mason, Pacific, Skamania, Thurston, and Wahkiakum.

18. Department of Transportation

Layoff units are as follows.

A. Headquarters Layoff Unit

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

B. Right of Way Layoff Units

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

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

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

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

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

D. Northwest Area Layoff Units

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

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

2. Northwest Region Employees
The local layoff unit for NW Region employees whose official duty station is located in Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed HQ positions) located in the county within which the employee's official duty station is located.

The local layoff unit for NW Region employees whose official duty station is located in King County and is north of 145th street includes all positions (including out-stationed HQ positions) located within this area and within which the employee's official duty station is located.
The local layoff unit for NW Region employees whose official duty station is located in King County and is south of 145th street includes all positions (including out-stationed HQ, Office of Urban Corridors, and Planning & Policy positions) located within this area and within which the employee's official duty station is located.

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

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

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

19. Department of Veterans Affairs

The following will constitute the layoff units for the department.

A. For employees in Western Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If

there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

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

20. Employment Security Department

1. For all locations except Thurston county:
   - A. Office
   - B. If no option is available within the office layoff unit, the county in which the employee's permanent workstation is located will be considered the layoff unit.
   - C. If no option is available within the county layoff unit, the unit expands to the bordering counties layoff unit.
   - D. If no option is available within the bordering counties layoff unit, the department statewide will be considered the layoff unit.

2. For Thurston county only:
   - A. County
   - B. If no option is avaible within Thurston county, the unit expands to the bordering counties layoff unit.
   - C. If no option is available within the bordering county layoff unit, the department statewide will be considered the layoff unit.

21. Health Care Authority

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

22. Horse Racing Commission

A single statewide layoff unit.

23. Human Rights Commission

The agency is designated as the single layoff unit.

24. Military Department

The agency is designated as the single layoff unit.

25. Office of the Insurance Commissioner

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

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

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

26. Office of Minority and Women's Business Enterprises

The agency is designated as the single layoff unit.

27. Parks and Recreation Commission

The agency is designated as the single layoff unit.

28. Recreation & Conservation Office

The agency is designated as the single layoff unit.

29. School for the Blind

The agency is designated as the single layoff unit.

30. Secretary of State

The agency is designated as the single layoff unit.

31. Services for the Blind

The agency is designated as the single layoff unit.

32. Utilities and Transportation Commission

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

33. Washington State Lottery

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

34. Washington State Patrol

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

35. Workforce Training and Education Coordinating Board

The agency is designated as the single layoff unit.

APPENDIX E
LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES

1. **Department of Corrections**
   In each region.

2. **Department of Fish and Wildlife**
   One (1) committee for each bargaining unit except both Hatchery units will be combined.

3. **Department of Labor and Industries**
   Insurance Services and Field Services.

4. **Department of Social and Health Services**
   One (1) at each institution and by Appointing Authority in each region.

5. **Department of Transportation**
   In each region and one (1) for headquarters.

6. **Department of Veterans Affairs**
   One (1) at each institution.

7. **Employment Security Department**
   One (1) in each of the following divisions:
   a. Work Source Standards & Integration Division
   b. Information Technology Services Division
   c. Budget, Performance and Research Division
   d. Work Source Services Division, includes Headquarters and Work Source Offices
   e. Unemployment Insurance Division Telecenters
   f. Unemployment Insurance Division, UI Headquarters and UI District Tax Offices

8. **Parks and Recreation Commission:**
   In each region and one (1) for headquarters.

APPENDIX F

General Service Salary Schedule

Effective July 1, 2009 through June 30, 2011

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	17664	18084	18504	18900	19356	19788	20244	20688	21156	21636	22152	22620	Annual
14	1472	1507	1542	1575	1613	1649	1687	1724	1763	1803	1846	1885	Monthly
	8.46	8.66	8.86	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	Hourly
	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	Standby
	18084	18504	18900	19356	19788	20244	20688	21156	21636	22152	22620	23148	Annual
15	1507	1542	1575	1613	1649	1687	1724	1763	1803	1846	1885	1929	Monthly
	8.66	8.86	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	Hourly
	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	Standby
	18504	18900	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	Annual
16	1542	1575	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	Monthly
	8.86	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	Hourly
	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	Standby
	18900	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	Annual
17	1575	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	Monthly
	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	Hourly
	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	Standby
	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	Annual
18	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	Monthly
	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	Hourly
	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	Standby
	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	Annual
19	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	Monthly
	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	Hourly
	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	Standby
	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	Annual
20	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	Monthly
	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	Hourly
	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	Standby
	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	Annual
21	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	Monthly
	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	Hourly
	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	Standby
	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	Annual
22	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	Monthly
	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	Hourly
	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	Standby
	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	Annual
23	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	Monthly
	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	Hourly
	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	Annual
24	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	Monthly
	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	Hourly
	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	Standby
	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	Annual
25	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	Monthly
	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	Hourly
	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	Standby
	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	Annual
26	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	Monthly
	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	Hourly
	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	Standby
	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	Annual
27	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	Monthly
	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	Hourly
	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	Standby
	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	Annual
28	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	Monthly
	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	Hourly
	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	Standby
	24816	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	Annual
29	2068	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	Monthly
	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	Hourly
	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	Standby
	25356	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	Annual
30	2113	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	Monthly
	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	Hourly
	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	Standby
	25932	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	Annual
31	2161	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	Monthly
	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	Hourly
	0.87	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	Standby
	26544	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	Annual
32	2212	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	Monthly
	12.71	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	Hourly
	0.89	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	Standby
	27192	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	Annual
33	2266	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	Monthly
	13.02	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	Hourly
	0.91	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	Standby
	27804	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	Annual
34	2317	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	Monthly
	13.32	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	Hourly
	0.93	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	28440	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	Annual
35	2370	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	Monthly
	13.62	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	Hourly
	0.95	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	Standby
	29112	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	Annual
36	2426	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	Monthly
	13.94	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	Hourly
	0.98	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	Standby
	29784	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	Annual
37	2482	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	Monthly
	14.26	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	Hourly
	1.00	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	Standby
	30504	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	Annual
38	2542	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	Monthly
	14.61	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	Hourly
	1.02	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.33	Standby
	31176	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	Annual
39	2598	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	Monthly
	14.93	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	Hourly
	1.05	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.33	1.36	Standby
	31956	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	Annual
40	2663	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	Monthly
	15.30	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	Hourly
	1.07	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.33	1.36	1.39	Standby
	32688	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	Annual
41	2724	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	Monthly
	15.66	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	Hourly
	1.10	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.33	1.36	1.39	1.43	Standby
	33468	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	Annual
42	2789	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	Monthly
	16.03	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	Hourly
	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.33	1.36	1.39	1.43	1.46	Standby
	34260	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	Annual
43	2855	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	Monthly
	16.41	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	Hourly
	1.15	1.17	1.20	1.23	1.26	1.29	1.33	1.36	1.39	1.43	1.46	1.50	Standby
	35040	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	Annual
44	2920	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	Monthly
	16.78	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	Hourly
	1.17	1.20	1.23	1.26	1.29	1.33	1.36	1.39	1.43	1.46	1.50	1.54	Standby
	35928	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	Annual
45	2994	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	Monthly
	17.21	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	Hourly
	1.20	1.23	1.26	1.29	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.58	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	36756	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	Annual
46	3063	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	Monthly
	17.60	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	Hourly
	1.23	1.26	1.29	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	Standby
	37620	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	Annual
47	3135	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	Monthly
	18.02	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	Hourly
	1.26	1.29	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.65	Standby
	38556	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	Annual
48	3213	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	Monthly
	18.47	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	Hourly
	1.29	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	Standby
	39516	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	Annual
49	3293	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	Monthly
	18.93	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	Hourly
	1.33	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	Standby
	40524	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	Annual
50	3377	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	Monthly
	19.41	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	Hourly
	1.36	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	Standby
	41508	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	Annual
51	3459	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	Monthly
	19.88	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	Hourly
	1.39	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	Standby
	42588	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	Annual
52	3549	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	Monthly
	20.40	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	Hourly
	1.43	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	Standby
	43572	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	Annual
53	3631	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	Monthly
	20.87	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	Hourly
	1.46	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	Standby
	44712	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	Annual
54	3726	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	Monthly
	21.41	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	Hourly
	1.50	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	Standby
	45828	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	Annual
55	3819	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	Monthly
	21.95	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	Hourly
	1.54	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	Standby
	47016	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	Annual
56	3918	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	Monthly
	22.52	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	Hourly
	1.58	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	48168	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	Annual
57	4014	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	Monthly
	23.07	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	Hourly
	1.61	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	Standby
	49368	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	Annual
58	4114	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	Monthly
	23.64	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	Hourly
	1.65	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	Standby
	50568	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	Annual
59	4214	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	Monthly
	24.22	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	Hourly
	1.70	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	Standby
	51864	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	Annual
60	4322	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	Monthly
	24.84	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	Hourly
	1.74	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	Standby
	53148	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	Annual
61	4429	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	Monthly
	25.45	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	Hourly
	1.78	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	Standby
	54504	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	Annual
62	4542	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	Monthly
	26.10	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	Hourly
	1.83	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	Standby
	55836	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	Annual
63	4653	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	Monthly
	26.74	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	Hourly
	1.87	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	Standby
	57240	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	Annual
64	4770	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	Monthly
	27.41	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	Hourly
	1.92	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	Standby
	58656	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	Annual
65	4888	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	Monthly
	28.09	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	Hourly
	1.97	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	Standby
	60120	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	Annual
66	5010	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	Monthly
	28.79	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	Hourly
	2.02	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	Standby
	61632	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	Annual
67	5136	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	Monthly
	29.52	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	Hourly
	2.07	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	63192	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	Annual
68	5266	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	Monthly
	30.26	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	Hourly
	2.12	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	Standby
	64740	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	Annual
69	5395	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	Monthly
	31.01	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	Hourly
	2.17	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	Standby
	66420	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	Annual
70	5535	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	Monthly
	31.81	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	Hourly
	2.23	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	Standby
	68016	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	Annual
71	5668	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	Monthly
	32.57	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	Hourly
	2.28	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	Standby
	69756	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	Annual
72	5813	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	Monthly
	33.41	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	Hourly
	2.34	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	Standby
	71496	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	Annual
73	5958	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	Monthly
	34.24	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	Hourly
	2.40	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	Standby
	73260	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	Annual
74	6105	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	Monthly
	35.09	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	Hourly
	2.46	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	Standby
	75084	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	Annual
75	6257	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	Monthly
	35.96	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	Hourly
	2.52	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	Standby
	76992	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	Annual
76	6416	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	Monthly
	36.87	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	Hourly
	2.58	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	Standby
	78900	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	Annual
77	6575	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	Monthly
	37.79	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	Hourly
	2.65	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	Standby
	80892	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	Annual
78	6741	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	Monthly
	38.74	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	Hourly
	2.71	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	82896	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	Annual
79	6908	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	Monthly
	39.70	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	Hourly
	2.78	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	Standby
	84984	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	Annual
80	7082	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	Monthly
	40.70	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	Hourly
	2.85	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	Standby
	87096	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	Annual
81	7258	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	Monthly
	41.71	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	Hourly
	2.92	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	Standby
	89280	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	Annual
82	7440	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	Monthly
	42.76	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	Hourly
	2.99	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	Standby
	91524	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	Annual
83	7627	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	Monthly
	43.83	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	Hourly
	3.07	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	Standby
	93816	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	Annual
84	7818	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	Monthly
	44.93	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	Hourly
	3.15	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.13	Standby
	96144	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	Annual
85	8012	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	Monthly
	46.05	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	Hourly
	3.22	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.13	4.23	Standby
	98580	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	Annual
86	8215	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	Monthly
	47.21	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	Hourly
	3.30	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.13	4.23	4.33	Standby
	101004	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	Annual
87	8417	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	Monthly
	48.37	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	Hourly
	3.39	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.13	4.23	4.33	4.44	Standby
	103524	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	Annual
88	8627	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	Monthly
	49.58	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	Hourly
	3.47	3.56	3.65	3.74	3.83	3.93	4.02	4.13	4.23	4.33	4.44	4.55	Standby
	106128	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	Annual
89	8844	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	Monthly
	50.83	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	Hourly
	3.56	3.65	3.74	3.83	3.93	4.02	4.13	4.23	4.33	4.44	4.55	4.67	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	108792	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	Annual
90	9066	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	Monthly
	52.10	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	Hourly
	3.65	3.74	3.83	3.93	4.02	4.13	4.23	4.33	4.44	4.55	4.67	4.79	Standby
	111468	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	Annual
91	9289	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	Monthly
	53.39	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	Hourly
	3.74	3.83	3.93	4.02	4.13	4.23	4.33	4.44	4.55	4.67	4.79	4.90	Standby
	114252	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	Annual
92	9521	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	Monthly
	54.72	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	Hourly
	3.83	3.93	4.02	4.13	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	Standby
	117132	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	Annual
93	9761	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	Monthly
	56.10	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	Hourly
	3.93	4.02	4.13	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	Standby
	120048	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	Annual
94	10004	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	Monthly
	57.49	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	Hourly
	4.02	4.13	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	Standby
	123036	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	Annual
95	10253	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	Monthly
	58.93	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	Hourly
	4.13	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	Standby
	126156	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	Annual
96	10513	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	Monthly
	60.42	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	Hourly
	4.23	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	Standby
	129252	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	Annual
97	10771	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	Monthly
	61.90	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	Hourly
	4.33	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	Standby
	132528	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	173928	Annual
98	11044	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	14494	Monthly
	63.47	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	83.30	Hourly
	4.44	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	Standby
	135864	139248	142752	146268	149952	153684	157572	161472	165528	169680	173928	178272	Annual
99	11322	11604	11896	12189	12496	12807	13131	13456	13794	14140	14494	14856	Monthly
	65.07	66.69	68.37	70.05	71.82	73.60	75.47	77.33	79.28	81.26	83.30	85.38	Hourly
	4.55	4.67	4.79	4.90	5.03	5.15	5.28	5.41	5.55	5.69	5.83	5.98	Standby

APPENDIX G

"N1" Range Salary Schedule

Effective July 1, 2009 through June 30, 2011

SALARY RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
					Years of Experience																
					0		**1**		**2**		**3**	**4**	**5**	**6**	**7**	**8**	**12**	**15**	**18**	**20**	
	33324	34104	34944	35748	36588	37440	38352	39252	40212	41160	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	Annual
39E1	2777	2842	2912	2979	3049	3120	3196	3271	3351	3430	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	Monthly
	15.96	16.33	16.74	17.12	17.52	17.93	18.37	18.80	19.26	19.71	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	Hourly
	1.12	1.14	1.17	1.20	1.23	1.26	1.29	1.32	1.35	1.38	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	Standby
	34944	35748	36588	37440	38352	39252	40212	41160	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	Annual
41E1	2912	2979	3049	3120	3196	3271	3351	3430	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	Monthly
	16.74	17.12	17.52	17.93	18.37	18.80	19.26	19.71	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	Hourly
	1.17	1.20	1.23	1.26	1.29	1.32	1.35	1.38	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	Standby
	41160	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	Annual
48E1	3430	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	Monthly
	19.71	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	Hourly
	1.38	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	Standby

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
					Years of Experience																
	0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	
	38352	39252	40212	41160	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	Annual
45N1	3196	3271	3351	3430	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	Monthly
	18.37	18.80	19.26	19.71	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	Hourly
	1.29	1.32	1.35	1.38	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	Standby
	40212	41160	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	Annual
47N1	3351	3430	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	Monthly
	19.26	19.71	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	Hourly
	1.35	1.38	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	Standby

	Years of Experience																				
	0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	42228	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	Annual
49N1	3519	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	Monthly
	20.22	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	Hourly
	1.42	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	Standby
	43284	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	Annual
50N1	3607	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	Monthly
	20.73	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	Hourly
	1.45	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	Standby
	44352	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	Annual
51N1	3696	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	Monthly
	21.24	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	Hourly
	1.49	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	Standby
	45492	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	Annual
52N1	3791	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	Monthly
	21.79	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	Hourly
	1.53	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	Standby
	46572	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	Annual
53N1	3881	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	Monthly
	22.30	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	Hourly
	1.56	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	Standby
	47748	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	Annual
54N1	3979	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	Monthly
	22.87	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	Hourly
	1.60	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	Standby
	48948	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	Annual
55N1	4079	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	Monthly
	23.44	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	Hourly
	1.64	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	Standby

	Years of Experience																				
	0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	50184	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	Annual
56N1	4182	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	Monthly
	24.03	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	Hourly
	1.68	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	Standby
	51456	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	Annual
57N1	4288	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	Monthly
	24.64	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	Hourly
	1.72	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	Standby
	52716	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	Annual
58N1	4393	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	Monthly
	25.25	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	Hourly
	1.77	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	Standby
	54036	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	Annual
59N1	4503	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	Monthly
	25.88	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	Hourly
	1.81	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	Standby
	55368	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	Annual
60N1	4614	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	Monthly
	26.52	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	Hourly
	1.86	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	Standby
	56808	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	Annual
61N1	4734	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	Monthly
	27.21	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	Hourly
	1.90	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	Standby

	Years of Experience																				
	0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	58188	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	93060	Annual
62N1	4849	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	7755	Monthly
	27.87	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	44.57	Hourly
	1.95	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	Standby
	59652	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	93060	95388	Annual
63N1	4971	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	7755	7949	Monthly
	28.57	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	44.57	45.68	Hourly
	2.00	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	3.20	Standby
	61152	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	93060	95388	97776	Annual
64N1	5096	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	7755	7949	8148	Monthly
	29.29	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	44.57	45.68	46.83	Hourly
	2.05	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	3.20	3.28	Standby
	62652	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	93060	95388	97776	100224	Annual
65N1	5221	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	7755	7949	8148	8352	Monthly
	30.01	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	44.57	45.68	46.83	48.00	Hourly
	2.10	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	3.20	3.28	3.36	Standby
	64224	65844	67500	69156	70932	72684	74496	76392	78252	80208	82200	84264	86400	88560	90780	93060	95388	97776	100224	102732	Annual
66N1	5352	5487	5625	5763	5911	6057	6208	6366	6521	6684	6850	7022	7200	7380	7565	7755	7949	8148	8352	8561	Monthly
	30.76	31.53	32.33	33.12	33.97	34.81	35.68	36.59	37.48	38.41	39.37	40.36	41.38	42.41	43.48	44.57	45.68	46.83	48.00	49.20	Hourly
	2.15	2.21	2.26	2.32	2.38	2.44	2.50	2.56	2.62	2.69	2.76	2.83	2.90	2.97	3.04	3.12	3.20	3.28	3.36	3.44	Standby

APPENDIX H

"T" Range Salary Schedule

Effective July 1, 2009 through June 30, 2011

T RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
	27192	28440	29784	31176	32688	34260	35328	37620	39516	41508	43572	Annual
41T	2266	2370	2482	2598	2724	2855	2944	3135	3293	3459	3631	Monthly
	13.02	13.62	14.26	14.93	15.66	16.41	16.92	18.02	18.93	19.88	20.87	Hourly
	0.91	0.95	1.00	1.05	1.10	1.15	1.18	1.26	1.32	1.39	1.46	Standby
	33456	35040	36756	38556	40527	42583	44713	47014	49364	51861	54505	Annual
50T	2788	2920	3063	3213	3377	3549	3726	3918	4114	4322	4542	Monthly
	16.02	16.78	17.60	18.47	19.41	20.39	21.41	22.52	23.64	24.84	26.10	Hourly
	1.12	1.17	1.23	1.29	1.36	1.43	1.50	1.58	1.65	1.74	1.83	Standby
	40524	42576	44712	47016	49368	51864	54504	57240	60132	63192	66348	Annual
58T	3377	3548	3726	3918	4114	4322	4542	4770	5011	5266	5529	Monthly
	19.41	20.39	21.41	22.52	23.64	24.84	26.10	27.41	28.80	30.26	31.78	Hourly
	1.36	1.43	1.50	1.58	1.66	1.74	1.83	1.92	2.02	2.12	2.22	Standby

APPENDIX I
ASSIGNMENT PAY

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

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

GROUP A			
Class Title	**Class Code**	**Premium**	**Reference#**
Bridge Technician 1	538V	4 ranges	22
Bridge Technician 2	538W	4 ranges	22
Carpenter	605E	2 ranges	31
Community Corrections Officer 1	383F	See Reference	37
Community Corrections Officer 2	383G	See Reference	37
Community Corrections Officer 3	383H	See Reference	37
Construction & Maintenance Project Specialist	627E	See Reference	3
Construction & Maintenance Project Lead	627F	See Reference	3,39
Construction & Maintenance Project Supv	627G	See Reference	3,31,39
Construction & Maintenance Superintendent 1	596E	2 ranges	31
Custodian 1	378I	4 ranges	9
Custodian 2	678J	See Reference	5
Equipment Operator A	618R	4 ranges	12
Ferry Operator Assistant	653P	See Ref.	5
Fish Hatchery Specialist 1	520F	See Reference	26
Fish Hatchery Specialist 2	520G	See Reference	26
Heavy Equipment Operator	618J	4 ranges	12
Juvenile Rehabilitation Security Manager	385R	See Reference	38
Juvenile Rehabilitation Security Officer 1	385P	See Reference	38
Juvenile Rehabilitation Security Officer 2	385Q	See Reference	38
Juvenile Rehabilitation Counselor Assistant	355E	See Reference	38
Juvenile Rehabilitation Residential Counselor	355H	See Reference	38
Juvenile Rehabilitation Supervisor	355K	See Reference	38
Licensing Service Representative 4	458H	4 ranges	43
Maintenance Lead Technician	596S	See Ref.	5, 16, 22
Maintenance Lead Technician, Bridge	597H	See Ref.	5, 21, 22
Maintenance Mechanic 1	626J	2 ranges	31
Maintenance Mechanic 3	626L	See Ref.	5, 16
Maintenance Specialist 2	596I	See Ref.	5
Maintenance Specialist 3	596J	See Ref.	5
Maintenance Supervisor, Bridge	597I	See Ref.	21, 22

Maintenance Technician 1	596P	See Ref.	5, 16, 22, 36
Maintenance Technician 2	596Q	See Ref.	5, 16, 22, 36
Maintenance Technician 3	596R	See Ref.	5, 16, 22
Maintenance Technician 1, Bridge	597F	See Ref.	5, 21, 22
Maintenance Technician 2, Bridge	597G	See Ref.	5, 21, 22
Mental Health Technician 1	347L	2 ranges	11
Mental Health Technician 2	347M	2 ranges	11
Mental Health Technician 3	347N	2 ranges	11
PBX Chief Operator	101H	2 ranges	4
Park Ranger 1	389A	See Reference	37
Park Ranger 2	389B	See Reference	37
Park Ranger 3	389C	See Reference	37
Park Ranger 4	389D	See Reference	37
Psychiatric Security Attendant	347J	2 ranges	11
Rest Area Attendant – Transportation	595G	4 ranges	36
Security Guard 2	385L	4 ranges	34
Security Guard 3	385M	4 ranges	34
Trades Helper	626I	2 ranges	31
Traffic Safety Systems Operator 1	401A	4 ranges	40
Traffic Safety Systems Operator 3	401C	4 ranges	40
Traffic Safety Systems Operator 4	401D	4 ranges	40
Truck Driver 1	632I	4 ranges	12
Truck Driver 2	632J	4 ranges	12
Warehouse Operator 1	117I	$10.00/month	2
GROUP B			
Assigned Duty		**Premium**	**Reference#**
Asbestos Workers (Certified)		4 ranges	20
Clerical Crime Lab Support (WSP)		2 ranges	25
CSR Team and SIR Team (WSP)		3 percent	27
Dual Language Requirement		2 ranges	18
Drive Kenworth Truck (SOS)		4 ranges	8
Patient Transport (DSHS)		4 ranges	17
Patient Resident Supervision (DSHS)		2 ranges	1
Pesticide Sprayers (DOT)		4 ranges	16
Resident Transportation (DVA)		Trk.Dr. Rate	19
SCUBA Diving Requirement		$7.50/hour	3
Emergency Spill Response Team (ECOL)		See Ref.	24

GROUP C			
Agency/Class Code	**Class Title**	**Location**	**Increase**
Department of Agriculture			
568Q	Grain Inspector A	Seattle	4 ranges
568R	Grain Inspector B	Seattle	4 ranges
568S	Grain Inspector C	Seattle	4 ranges
568T	Grain Inspector Office Supervisor	Seattle	4 ranges

Department of Social and Health Services			
621F	Plumber/Pipe Fitter/Steam Fitter	Fircrest School	7 ranges
608F	Electrician	Fircrest School	11 ranges
592W	Electronics Technician	Fircrest School	7 ranges
602K	Stationary Engineer 2	Fircrest School	7 ranges
602L	Stationary Engineer 3	Fircrest School	7 ranges
106P	Occupational Therapist 3	Lakeland Village	4 ranges
362D	Psychologist 4 (Forensic Evaluators)	Special Commitment Center	8 ranges
Department of Transportation			
597E	Bridge Tender	Northwest Region Everett	1 range
597E	Bridge Tender	Northwest Region Bellevue	2 ranges
600J	Equipment Technician 2	Northwest Region Ballinger, Everett, Northup, Seattle	4 ranges
600K	Equipment Technician 3	Northwest Region Ballinger, Everett, Northup, Seattle	4 ranges
600L	Equipment Technician 4	Northwest Region Ballinger, Everett, Northup, Seattle	4 ranges
600M	Equipment Technician 5	Northwest Region Ballinger, Everett, Northup, Seattle	4 ranges
148J	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except Region HQ)	4 ranges
596S	Maintenance Lead Tech.	Northwest Region Bellevue, Enumclaw, Everett, Geneva, Greenwater, Kent, Monroe, Renton, S. Seattle, Seattle, Skykomish	2 ranges
626L	Maintenance Mechanic 3	Bellevue	2 ranges

596I	Maintenance Specialist 2	Northwest Region Kent	2 ranges
596I	Maintenance Specialist 2	Northwest Region Seattle	4 ranges
596J	Maintenance Specialist 3	Northwest Region Everett & Kent	2 ranges
596J	Maintenance Specialist 3	Northwest Region S. Seattle	6 ranges
596T	Maintenance Supervisor	Northwest Region Everett & Monroe	2 ranges
596T	Maintenance Supervisor	Northwest Region Bellevue, Enumclaw, Kent & S. Seattle	4 ranges
596P	Maintenance Tech. 1	Northwest Region Everett & Monroe	2 ranges
596P	Maintenance Tech. 1	Northwest Region Bellevue	4 ranges
597F	Maintenance Tech. 1, Bridge	Northwest Region Everett	2 ranges
597F	Maintenance Tech. 1, Bridge	Northwest Region Bellevue	4 ranges
596Q	Maintenance Tech. 2	Northwest Region Everett, Monroe & Skykomish	2 ranges
596Q	Maintenance Tech. 2	Northwest Region Bellevue & Geneva, Greenwater, Enumclaw, Kent, Renton, Seattle & S. Seattle	4 ranges
597G	Maintenance Tech. 2, Bridge	Northwest Region Everett	2 ranges
597G	Maintenance Tech. 2, Bridge	Northwest Region Bellevue	4 ranges
596R	Maintenance Tech. 3	Northwest Region Bellevue, Everett, Monroe & S. Seattle	2 ranges
596R	Maintenance Tech. 3	Northwest Region Enumclaw, Geneva, Greenwater, Kent & Renton	4 ranges

100Q	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Everett)	2 ranges
100Q	Secretary Supervisor	Northwest Region outlying Maintenance Offices (Bellevue, Kent & Seattle [except Region HQ])	4 ranges
Health Care Authority			
163H	Health Insurance Benefit Specialist 2	Seattle	6 ranges
163I	Health Insurance Benefit Specialist 3	Seattle	6 ranges

REFERENCE #1: Within the Department of Social and Health Services for supervision, training, and counseling of mentally retarded residents or mental patients or Juvenile Rehabilitation Institution Residents or Department of Corrections offenders. Basic salary range plus two ranges.

REFERENCE #2: For full-time assignment to forklift operations. Basic salary range plus $10.00 a month shall be paid to employees in this class.

REFERENCE #3: For required SCUBA diving. Basic salary range plus $7.50 per diving hour to employees in any class.

REFERENCE #4: For direct supervisory responsibility over PBX and Telephone Operators. Basic salary range plus two ranges.

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

REFERENCE #6: Applicable only to the Military Department, Emergency Management Division. Employees assigned as duty officers outside of their regular work shift will receive an hourly salary of $8.50.

REFERENCE #8: Payable to the staff of the Office of the Secretary of State in classification below Truck Driver 2 salary range when they are qualified to operate, and are assigned to drive the Kenworth truck, GVW 29,700 lbs., (or its equivalent). The employees shall receive basic salary plus four ranges, on a step-for-step basis, up to but

not exceeding the Truck Driver 2 pay range. AP to be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment.

REFERENCE #9: For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning and waxing equipment. Basic salary range plus two ranges. Basic salary range plus two ranges will be paid to designated working supervisor of floor crew.

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

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

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

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

REFERENCE #17: Payable to DSHS staff in classification below the Truck Driver salary range when they are qualified to operate, and are operating equipment, which is on the DSHS equipment list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary range plus four ranges. If the first step of the range for the equipment exceeds the four range AP, then the first step shall be paid. Payable for the greater of actual operating time or two hours. Applicable only to the Department of Social and Health Services.

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

REFERENCE #19: For Veterans' Affairs personnel while assigned to drive buses listed in the specifications for Truck Driver 1, 2, or 3, four additional ranges, not to exceed the top of the range for the appropriate class nor to be less than the first step of that range. To be paid during any combination of actual operation, and waiting period of less than one hour, with a minimum of two hours AP per driving assignment.

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

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

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

REFERENCE #24: Part A - Within the Department of Ecology, basic salary range plus four ranges to designated employees permanently assigned to the Emergency Spill Response Team. **Part B** - Within the Department of Ecology, $300.00 for each assigned week of duty to designated employees not permanently assigned to the Emergency Spill Response Team.

REFERENCE #25: Basic salary plus two additional ranges for crime lab support staff performing evidence handling activities.

REFERENCE #26: While driving fish-hauling trucks off station to transport fish or to deliver truck for authorized maintenance, the employee shall advance to the same letter step in the range for: Truck Driver 1 for trucks rated at or exceeding 22,000 pounds G.V.W., (or a 3/4 ton truck or 1 ton truck or larger in combination with a trailer/tank at or exceeding 22,000 pounds G.V.W.); Truck Driver 2, if the truck exceeds 28,000 pounds G.V.W. The advanced pay level shall be for a one hour minimum and thereafter on an hour-for-hour basis for all hours for which the vehicle is assigned.

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

REFERENCE #29: Basic salary plus up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used.

REFERENCE #31: For each day the employee is assigned specific duties performing exterior sandstone maintenance which requires the use of scaffolding, or safety harnesses above the first floor. Basic salary plus two ranges.

REFERENCE #34: Basic salary range plus four ranges shall be paid to Washington Military Department employees that are qualified and required to carry a firearm while on duty.

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

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

REFERENCE #37: Within the Washington State Parks and Recreation Commission and the Department of Corrections (Community Corrections Officers and Specialists, excluding those assigned to the Performance Unit), certified instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and pistol maintenance, will be compensated an additional $10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.

REFERENCE #38: Within the Department of Social and Health Services Defensive Tactics Instructors with a current certification from the Criminal Justice Training Commission will be compensated an additional $10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction in defensive tactics to or in receiving defensive tactics re-certification training.

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

REFERENCE #40: Base salary plus four (4) ranges will be paid to Department of Transportation employees in the northwest region permanently assigned to the 1-90 tunnel and are responsible to monitor, maintain, and operate the highly complex and specialized tunnel systems located only at the I-90 tunnel.

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

APPENDIX J
SPECIAL PAY RANGES AND NOTES

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

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

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

"G" RANGE: This range is used for classes having a prevailing pay range which is shorter than Washington's standard ranges. A "G" range is a standard range with the first six steps removed. Thus, the first step of such a range is the same as Step G of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

"I" RANGE: This range is ten (10) ranges higher than the range approved for Lottery District Sales Representative and it may be applied only to those classifications. Use of this range is limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks for any program; (b) may not exceed four (4) programs in any consecutive twelve (12) months; (c) require achievement of specific goals which are set for each program by the lottery, such goals to be in excess of normal performance standards for the class.

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

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

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

"N1" RANGE: This range applies to nurses represented by the Washington Federation of State Employees and is used for classes requiring licensure as a registered nurse and having a prevailing pay range which is longer than Washington's standard ranges. An "N1" range is a standard range, step A through K, with nine (9) added steps, L through T. Periodic increases through step K of these ranges are made at the same intervals as through standard ranges. Thereafter, an employee receives a one-step increase based on years of experience up to the maximum step of the range.

"T" RANGE: This range is used for the classes of institution teachers. It is constructed by identifying step K of the regular state range as "step 10" of the "T" range; the lower nine steps are each two regular state range steps apart, "step 11" is approximately 5% (five percent) above "step 10". Advancement through these ranges is at the rate of one step per year.

APPENDIX K
WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTIES

Fire Duty Compensation – Department of Natural Resources (DNR)
The provisions of this Appendix apply to DNR employees when performing wild fire suppression or other emergency duties under the incident command system.

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

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

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

Agreement Applies to All Deployments

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

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

Length of Deployment

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

B. If not released from wild fire suppression duty by the tenth (10th) consecutive day following deployment away from their duty station, employees will be scheduled for rest and recuperation and will be unavailable for work assignments for twenty-four (24) hours. The rest and

recuperation period is intended to occur no later than the fourteenth (14th) consecutive calendar day. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from the fire incident are excluded in calculating ten (10) consecutive days. During a rest and recuperation period, the employee will be paid eight (8) hours miscellaneous leave (ten (10) hours miscellaneous leave for an employee on a 4-10 schedule). Rest and recuperation leave is paid at the employee's straight time hourly rate.

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

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

Normal Rest Periods

When an employee is deployed under the incident command system to wild fire suppression duty, it is normally appropriate to grant a reasonable rest period after twelve (12) hours of fire line duty. Except when precluded by extraordinary circumstances, a rest period is eight (8) or more continuous duty/travel-free hours.

Fit for Duty

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

Fire Camp

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

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

Laundry Services

After five (5) consecutive calendar days away from their duty station, employees deployed to emergency duty under the incident command system will be entitled to

laundry services until released from emergency duty. If contracted laundry services are not provided, employees will be reimbursed for laundry costs incurred pursuant to Office of Financial Management, State Administrative and Accounting Manual, Sub-section 10.60.10.

Return to Normal Duties

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

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

Meals

A. All employees involved in fire suppression efforts who are required to remain on duty after 7:00 p.m. are entitled to a nutritious meal and to an additional meal for every four (4) hours of continuous work thereafter, unless an unpaid meal period is provided. Employees who are traveling will not stop for a meal in order to extend duty beyond 7:00 p.m.

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

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

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

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

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

APPENDIX L
JOB CLASSIFICATIONS – TWELVE MONTH PROBATIONARY PERIODS

1. Arts Commission

Administrative Assistant 3 and 4
Information Technology Specialist 3
Preservation and Museum Specialist 4
Office Assistant 3

2. Department of Agriculture

Agricultural Aide
Agricultural Inspector 1, 2, and 3
Brand Inspector 1
Laboratory Assistant 1 and 2
Plant Services Specialist 1 and 2

3. Department of Corrections

Community Corrections Officer 1

4. Department of Early Learning

Social Worker 3 and 4

5. Department of Fish and Wildlife

Fish Hatchery Specialist 1, 2, 3, and 4
Wildlife Biologist 1, 2, and 3

6. Department of Licensing

Business and Professions Auditor 1, 3, and 4
Vehicle Service Liaison Officer 1 and 2

7. Department of Social and Health Services

Adult Training Specialist 1
Attendant Counselor Trainee
Claims Officer 1 – Dept. of Social and Health Services
DDS Adjudicator 1
Developmental Disabilities Case/Resource Manager Trainee
Financial Services Specialist 2 (9 months)
Maintenance Technician 1
Maintenance Trainee
Procurement and Supply Specialist 1
Social Worker 1, 2, 3, and 4
Support Enforcement Officer 1
Vocational Rehabilitation Counselor 2 and 3
Vocational Rehabilitation Regional Program Counselor

8. Department of Transportation

Maintenance Trainee
Maintenance Technician 1, 2, and 3

9. Horse Racing Commission

Racing License Specialist
Racing Official Assistant
Racing Official 1 and 2
Racing Pari-Mutuel Inspector
Racing Steward

10. Office of the Insurance Commissioner

Health Insurance Advisor 1 and 2

11. Parks and Recreation Commission

Park Ranger 1 2, 3, and 4

12. Services for the Blind

Vocational Rehabilitation Counselor 3 and 4

13. Washington State Patrol

Communication Officer 1, 2, 3, and 4
Forensic Scientist 1, 2, 3, 4, and 5
Fingerprint Technician 1 and 2

APPENDIX M

General Service Salary Schedule
Effective July 1, 2011 through June 29, 2013
Shaded portion no reduction; Unshaded reflects 3% reduction

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	18504	18900	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	Annual
16	1542	1575	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	Monthly
	8.86	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	Hourly
	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	Standby
	18900	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	Annual
17	1575	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	Monthly
	9.05	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	Hourly
	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	Standby
	19356	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	Annual
18	1613	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	Monthly
	9.27	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	Hourly
	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	Standby
	19788	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	Annual
19	1649	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	Monthly
	9.48	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	Hourly
	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	Standby
	20244	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	Annual
20	1687	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	Monthly
	9.70	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	Hourly
	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	Standby
	20688	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	Annual
21	1724	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	Monthly
	9.91	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	Hourly
	0.69	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	Standby
	21156	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	Annual
22	1763	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	Monthly
	10.13	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	Hourly
	0.71	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	Standby
	21636	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	Annual
23	1803	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	Monthly
	10.36	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	Hourly
	0.73	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	Standby
	22152	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	Annual
24	1846	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	Monthly
	10.61	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	Hourly
	0.74	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	Standby
	22620	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	Annual
25	1885	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	Monthly
	10.83	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	Hourly
	0.76	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	23148	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	Annual
26	1929	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	Monthly
	11.09	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	Hourly
	0.78	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	Standby
	23700	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	29592	Annual
27	1975	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2466	Monthly
	11.35	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.17	Hourly
	0.79	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	0.99	Standby
	24192	24816	25356	25932	26544	27192	27804	28440	29112	29784	29592	30240	Annual
28	2016	2068	2113	2161	2212	2266	2317	2370	2426	2482	2466	2520	Monthly
	11.59	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.17	14.48	Hourly
	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	0.99	1.01	Standby
	24816	25356	25932	26544	27192	27804	28440	29112	29784	29592	30240	30996	Annual
29	2068	2113	2161	2212	2266	2317	2370	2426	2482	2466	2520	2583	Monthly
	11.89	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.17	14.48	14.84	Hourly
	0.83	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	0.99	1.01	1.04	Standby
	25356	25932	26544	27192	27804	28440	29112	29784	29592	30240	30996	31704	Annual
30	2113	2161	2212	2266	2317	2370	2426	2482	2466	2520	2583	2642	Monthly
	12.14	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.17	14.48	14.84	15.18	Hourly
	0.85	0.87	0.89	0.91	0.93	0.95	0.98	1.00	0.99	1.01	1.04	1.06	Standby
	25932	26544	27192	27804	28440	29112	29784	29592	30240	30996	31704	32460	Annual
31	2161	2212	2266	2317	2370	2426	2482	2466	2520	2583	2642	2705	Monthly
	12.42	12.71	13.02	13.32	13.62	13.94	14.26	14.17	14.48	14.84	15.18	15.55	Hourly
	0.87	0.89	0.91	0.93	0.95	0.98	1.00	0.99	1.01	1.04	1.06	1.09	Standby
	26544	27192	27804	28440	29112	29784	29592	30240	30996	31704	32460	33228	Annual
32	2212	2266	2317	2370	2426	2482	2466	2520	2583	2642	2705	2769	Monthly
	12.71	13.02	13.32	13.62	13.94	14.26	14.17	14.48	14.84	15.18	15.55	15.91	Hourly
	0.89	0.91	0.93	0.95	0.98	1.00	0.99	1.01	1.04	1.06	1.09	1.11	Standby
	27192	27804	28440	29112	29784	29592	30240	30996	31704	32460	33228	33984	Annual
33	2266	2317	2370	2426	2482	2466	2520	2583	2642	2705	2769	2832	Monthly
	13.02	13.32	13.62	13.94	14.26	14.17	14.48	14.84	15.18	15.55	15.91	16.28	Hourly
	0.91	0.93	0.95	0.98	1.00	0.99	1.01	1.04	1.06	1.09	1.11	1.14	Standby
	27804	28440	29112	29784	29592	30240	30996	31704	32460	33228	33984	34848	Annual
34	2317	2370	2426	2482	2466	2520	2583	2642	2705	2769	2832	2904	Monthly
	13.32	13.62	13.94	14.26	14.17	14.48	14.84	15.18	15.55	15.91	16.28	16.69	Hourly
	0.93	0.95	0.98	1.00	0.99	1.01	1.04	1.06	1.09	1.11	1.14	1.17	Standby
	28440	29112	29784	29592	30240	30996	31704	32460	33228	33984	34848	35652	Annual
35	2370	2426	2482	2466	2520	2583	2642	2705	2769	2832	2904	2971	Monthly
	13.62	13.94	14.26	14.17	14.48	14.84	15.18	15.55	15.91	16.28	16.69	17.07	Hourly
	0.95	0.98	1.00	0.99	1.01	1.04	1.06	1.09	1.11	1.14	1.17	1.19	Standby
	29112	29784	29592	30240	30996	31704	32460	33228	33984	34848	35652	36492	Annual
36	2426	2482	2466	2520	2583	2642	2705	2769	2832	2904	2971	3041	Monthly
	13.94	14.26	14.17	14.48	14.84	15.18	15.55	15.91	16.28	16.69	17.07	17.48	Hourly
	0.98	1.00	0.99	1.01	1.04	1.06	1.09	1.11	1.14	1.17	1.19	1.22	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	29784	29592	30240	30996	31704	32460	33228	33984	34848	35652	36492	37404	Annual
37	2482	2466	2520	2583	2642	2705	2769	2832	2904	2971	3041	3117	Monthly
	14.26	14.17	14.48	14.84	15.18	15.55	15.91	16.28	16.69	17.07	17.48	17.91	Hourly
	1.00	0.99	1.01	1.04	1.06	1.09	1.11	1.14	1.17	1.19	1.22	1.25	Standby
	29592	30240	30996	31704	32460	33228	33984	34848	35652	36492	37404	38328	Annual
38	2466	2520	2583	2642	2705	2769	2832	2904	2971	3041	3117	3194	Monthly
	14.17	14.48	14.84	15.18	15.55	15.91	16.28	16.69	17.07	17.48	17.91	18.36	Hourly
	0.99	1.01	1.04	1.06	1.09	1.11	1.14	1.17	1.19	1.22	1.25	1.29	Standby
	30240	30996	31704	32460	33228	33984	34848	35652	36492	37404	38328	39312	Annual
39	2520	2583	2642	2705	2769	2832	2904	2971	3041	3117	3194	3276	Monthly
	14.48	14.84	15.18	15.55	15.91	16.28	16.69	17.07	17.48	17.91	18.36	18.83	Hourly
	1.01	1.04	1.06	1.09	1.11	1.14	1.17	1.19	1.22	1.25	1.29	1.32	Standby
	30996	31704	32460	33228	33984	34848	35652	36492	37404	38328	39312	40260	Annual
40	2583	2642	2705	2769	2832	2904	2971	3041	3117	3194	3276	3355	Monthly
	14.84	15.18	15.55	15.91	16.28	16.69	17.07	17.48	17.91	18.36	18.83	19.28	Hourly
	1.04	1.06	1.09	1.11	1.14	1.17	1.19	1.22	1.25	1.29	1.32	1.35	Standby
	31704	32460	33228	33984	34848	35652	36492	37404	38328	39312	40260	41316	Annual
41	2642	2705	2769	2832	2904	2971	3041	3117	3194	3276	3355	3443	Monthly
	15.18	15.55	15.91	16.28	16.69	17.07	17.48	17.91	18.36	18.83	19.28	19.79	Hourly
	1.06	1.09	1.11	1.14	1.17	1.19	1.22	1.25	1.29	1.32	1.35	1.39	Standby
	32460	33228	33984	34848	35652	36492	37404	38328	39312	40260	41316	42264	Annual
42	2705	2769	2832	2904	2971	3041	3117	3194	3276	3355	3443	3522	Monthly
	15.55	15.91	16.28	16.69	17.07	17.48	17.91	18.36	18.83	19.28	19.79	20.24	Hourly
	1.09	1.11	1.14	1.17	1.19	1.22	1.25	1.29	1.32	1.35	1.39	1.42	Standby
	33228	33984	34848	35652	36492	37404	38328	39312	40260	41316	42264	43368	Annual
43	2769	2832	2904	2971	3041	3117	3194	3276	3355	3443	3522	3614	Monthly
	15.91	16.28	16.69	17.07	17.48	17.91	18.36	18.83	19.28	19.79	20.24	20.77	Hourly
	1.11	1.14	1.17	1.19	1.22	1.25	1.29	1.32	1.35	1.39	1.42	1.45	Standby
	33984	34848	35652	36492	37404	38328	39312	40260	41316	42264	43368	44448	Annual
44	2832	2904	2971	3041	3117	3194	3276	3355	3443	3522	3614	3704	Monthly
	16.28	16.69	17.07	17.48	17.91	18.36	18.83	19.28	19.79	20.24	20.77	21.29	Hourly
	1.14	1.17	1.19	1.22	1.25	1.29	1.32	1.35	1.39	1.42	1.45	1.49	Standby
	34848	35652	36492	37404	38328	39312	40260	41316	42264	43368	44448	45600	Annual
45	2904	2971	3041	3117	3194	3276	3355	3443	3522	3614	3704	3800	Monthly
	16.69	17.07	17.48	17.91	18.36	18.83	19.28	19.79	20.24	20.77	21.29	21.84	Hourly
	1.17	1.19	1.22	1.25	1.29	1.32	1.35	1.39	1.42	1.45	1.49	1.53	Standby
	35652	36492	37404	38328	39312	40260	41316	42264	43368	44448	45600	46728	Annual
46	2971	3041	3117	3194	3276	3355	3443	3522	3614	3704	3800	3894	Monthly
	17.07	17.48	17.91	18.36	18.83	19.28	19.79	20.24	20.77	21.29	21.84	22.38	Hourly
	1.19	1.22	1.25	1.29	1.32	1.35	1.39	1.42	1.45	1.49	1.53	1.57	Standby
	36492	37404	38328	39312	40260	41316	42264	43368	44448	45600	46728	47892	Annual
47	3041	3117	3194	3276	3355	3443	3522	3614	3704	3800	3894	3991	Monthly
	17.48	17.91	18.36	18.83	19.28	19.79	20.24	20.77	21.29	21.84	22.38	22.94	Hourly
	1.22	1.25	1.29	1.32	1.35	1.39	1.42	1.45	1.49	1.53	1.57	1.61	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	37404	38328	39312	40260	41316	42264	43368	44448	45600	46728	47892	49056	Annual
48	3117	3194	3276	3355	3443	3522	3614	3704	3800	3894	3991	4088	Monthly
	17.91	18.36	18.83	19.28	19.79	20.24	20.77	21.29	21.84	22.38	22.94	23.49	Hourly
	1.25	1.29	1.32	1.35	1.39	1.42	1.45	1.49	1.53	1.57	1.61	1.64	Standby
	38328	39312	40260	41316	42264	43368	44448	45600	46728	47892	49056	50304	Annual
49	3194	3276	3355	3443	3522	3614	3704	3800	3894	3991	4088	4192	Monthly
	18.36	18.83	19.28	19.79	20.24	20.77	21.29	21.84	22.38	22.94	23.49	24.09	Hourly
	1.29	1.32	1.35	1.39	1.42	1.45	1.49	1.53	1.57	1.61	1.64	1.69	Standby
	39312	40260	41316	42264	43368	44448	45600	46728	47892	49056	50304	51552	Annual
50	3276	3355	3443	3522	3614	3704	3800	3894	3991	4088	4192	4296	Monthly
	18.83	19.28	19.79	20.24	20.77	21.29	21.84	22.38	22.94	23.49	24.09	24.69	Hourly
	1.32	1.35	1.39	1.42	1.45	1.49	1.53	1.57	1.61	1.64	1.69	1.73	Standby
	40260	41316	42264	43368	44448	45600	46728	47892	49056	50304	51552	52872	Annual
51	3355	3443	3522	3614	3704	3800	3894	3991	4088	4192	4296	4406	Monthly
	19.28	19.79	20.24	20.77	21.29	21.84	22.38	22.94	23.49	24.09	24.69	25.32	Hourly
	1.35	1.39	1.42	1.45	1.49	1.53	1.57	1.61	1.64	1.69	1.73	1.77	Standby
	41316	42264	43368	44448	45600	46728	47892	49056	50304	51552	52872	54156	Annual
52	3443	3522	3614	3704	3800	3894	3991	4088	4192	4296	4406	4513	Monthly
	19.79	20.24	20.77	21.29	21.84	22.38	22.94	23.49	24.09	24.69	25.32	25.94	Hourly
	1.39	1.42	1.45	1.49	1.53	1.57	1.61	1.64	1.69	1.73	1.77	1.82	Standby
	42264	43368	44448	45600	46728	47892	49056	50304	51552	52872	54156	55524	Annual
53	3522	3614	3704	3800	3894	3991	4088	4192	4296	4406	4513	4627	Monthly
	20.24	20.77	21.29	21.84	22.38	22.94	23.49	24.09	24.69	25.32	25.94	26.59	Hourly
	1.42	1.45	1.49	1.53	1.57	1.61	1.64	1.69	1.73	1.77	1.82	1.86	Standby
	43368	44448	45600	46728	47892	49056	50304	51552	52872	54156	55524	56892	Annual
54	3614	3704	3800	3894	3991	4088	4192	4296	4406	4513	4627	4741	Monthly
	20.77	21.29	21.84	22.38	22.94	23.49	24.09	24.69	25.32	25.94	26.59	27.25	Hourly
	1.45	1.49	1.53	1.57	1.61	1.64	1.69	1.73	1.77	1.82	1.86	1.91	Standby
	44448	45600	46728	47892	49056	50304	51552	52872	54156	55524	56892	58320	Annual
55	3704	3800	3894	3991	4088	4192	4296	4406	4513	4627	4741	4860	Monthly
	21.29	21.84	22.38	22.94	23.49	24.09	24.69	25.32	25.94	26.59	27.25	27.93	Hourly
	1.49	1.53	1.57	1.61	1.64	1.69	1.73	1.77	1.82	1.86	1.91	1.96	Standby
	45600	46728	47892	49056	50304	51552	52872	54156	55524	56892	58320	59784	Annual
56	3800	3894	3991	4088	4192	4296	4406	4513	4627	4741	4860	4982	Monthly
	21.84	22.38	22.94	23.49	24.09	24.69	25.32	25.94	26.59	27.25	27.93	28.63	Hourly
	1.53	1.57	1.61	1.64	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	Standby
	46728	47892	49056	50304	51552	52872	54156	55524	56892	58320	59784	61296	Annual
57	3894	3991	4088	4192	4296	4406	4513	4627	4741	4860	4982	5108	Monthly
	22.38	22.94	23.49	24.09	24.69	25.32	25.94	26.59	27.25	27.93	28.63	29.36	Hourly
	1.57	1.61	1.64	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	Standby
	47892	49056	50304	51552	52872	54156	55524	56892	58320	59784	61296	62796	Annual
58	3991	4088	4192	4296	4406	4513	4627	4741	4860	4982	5108	5233	Monthly
	22.94	23.49	24.09	24.69	25.32	25.94	26.59	27.25	27.93	28.63	29.36	30.07	Hourly
	1.61	1.64	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.10	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	49056	50304	51552	52872	54156	55524	56892	58320	59784	61296	62796	64428	Annual
59	4088	4192	4296	4406	4513	4627	4741	4860	4982	5108	5233	5369	Monthly
	23.49	24.09	24.69	25.32	25.94	26.59	27.25	27.93	28.63	29.36	30.07	30.86	Hourly
	1.64	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.10	2.16	Standby
	50304	51552	52872	54156	55524	56892	58320	59784	61296	62796	64428	65976	Annual
60	4192	4296	4406	4513	4627	4741	4860	4982	5108	5233	5369	5498	Monthly
	24.09	24.69	25.32	25.94	26.59	27.25	27.93	28.63	29.36	30.07	30.86	31.60	Hourly
	1.69	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.10	2.16	2.21	Standby
	51552	52872	54156	55524	56892	58320	59784	61296	62796	64428	65976	67668	Annual
61	4296	4406	4513	4627	4741	4860	4982	5108	5233	5369	5498	5639	Monthly
	24.69	25.32	25.94	26.59	27.25	27.93	28.63	29.36	30.07	30.86	31.60	32.41	Hourly
	1.73	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.10	2.16	2.21	2.27	Standby
	52872	54156	55524	56892	58320	59784	61296	62796	64428	65976	67668	69348	Annual
62	4406	4513	4627	4741	4860	4982	5108	5233	5369	5498	5639	5779	Monthly
	25.32	25.94	26.59	27.25	27.93	28.63	29.36	30.07	30.86	31.60	32.41	33.21	Hourly
	1.77	1.82	1.86	1.91	1.96	2.00	2.06	2.10	2.16	2.21	2.27	2.32	Standby
	54156	55524	56892	58320	59784	61296	62796	64428	65976	67668	69348	71064	Annual
63	4513	4627	4741	4860	4982	5108	5233	5369	5498	5639	5779	5922	Monthly
	25.94	26.59	27.25	27.93	28.63	29.36	30.07	30.86	31.60	32.41	33.21	34.03	Hourly
	1.82	1.86	1.91	1.96	2.00	2.06	2.10	2.16	2.21	2.27	2.32	2.38	Standby
	55524	56892	58320	59784	61296	62796	64428	65976	67668	69348	71064	72828	Annual
64	4627	4741	4860	4982	5108	5233	5369	5498	5639	5779	5922	6069	Monthly
	26.59	27.25	27.93	28.63	29.36	30.07	30.86	31.60	32.41	33.21	34.03	34.88	Hourly
	1.86	1.91	1.96	2.00	2.06	2.10	2.16	2.21	2.27	2.32	2.38	2.44	Standby
	56892	58320	59784	61296	62796	64428	65976	67668	69348	71064	72828	74688	Annual
65	4741	4860	4982	5108	5233	5369	5498	5639	5779	5922	6069	6224	Monthly
	27.25	27.93	28.63	29.36	30.07	30.86	31.60	32.41	33.21	34.03	34.88	35.77	Hourly
	1.91	1.96	2.00	2.06	2.10	2.16	2.21	2.27	2.32	2.38	2.44	2.50	Standby
	58320	59784	61296	62796	64428	65976	67668	69348	71064	72828	74688	76536	Annual
66	4860	4982	5108	5233	5369	5498	5639	5779	5922	6069	6224	6378	Monthly
	27.93	28.63	29.36	30.07	30.86	31.60	32.41	33.21	34.03	34.88	35.77	36.66	Hourly
	1.96	2.00	2.06	2.10	2.16	2.21	2.27	2.32	2.38	2.44	2.50	2.57	Standby
	59784	61296	62796	64428	65976	67668	69348	71064	72828	74688	76536	78468	Annual
67	4982	5108	5233	5369	5498	5639	5779	5922	6069	6224	6378	6539	Monthly
	28.63	29.36	30.07	30.86	31.60	32.41	33.21	34.03	34.88	35.77	36.66	37.58	Hourly
	2.00	2.06	2.10	2.16	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	Standby
	61296	62796	64428	65976	67668	69348	71064	72828	74688	76536	78468	80412	Annual
68	5108	5233	5369	5498	5639	5779	5922	6069	6224	6378	6539	6701	Monthly
	29.36	30.07	30.86	31.60	32.41	33.21	34.03	34.88	35.77	36.66	37.58	38.51	Hourly
	2.06	2.10	2.16	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	Standby
	62796	64428	65976	67668	69348	71064	72828	74688	76536	78468	80412	82440	Annual
69	5233	5369	5498	5639	5779	5922	6069	6224	6378	6539	6701	6870	Monthly
	30.07	30.86	31.60	32.41	33.21	34.03	34.88	35.77	36.66	37.58	38.51	39.48	Hourly
	2.10	2.16	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	64428	65976	67668	69348	71064	72828	74688	76536	78468	80412	82440	84480	Annual
70	5369	5498	5639	5779	5922	6069	6224	6378	6539	6701	6870	7040	Monthly
	30.86	31.60	32.41	33.21	34.03	34.88	35.77	36.66	37.58	38.51	39.48	40.46	Hourly
	2.16	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	Standby
	65976	67668	69348	71064	72828	74688	76536	78468	80412	82440	84480	86604	Annual
71	5498	5639	5779	5922	6069	6224	6378	6539	6701	6870	7040	7217	Monthly
	31.60	32.41	33.21	34.03	34.88	35.77	36.66	37.58	38.51	39.48	40.46	41.48	Hourly
	2.21	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	Standby
	67668	69348	71064	72828	74688	76536	78468	80412	82440	84480	86604	88776	Annual
72	5639	5779	5922	6069	6224	6378	6539	6701	6870	7040	7217	7398	Monthly
	32.41	33.21	34.03	34.88	35.77	36.66	37.58	38.51	39.48	40.46	41.48	42.52	Hourly
	2.27	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98	Standby
	69348	71064	72828	74688	76536	78468	80412	82440	84480	86604	88776	90996	Annual
73	5779	5922	6069	6224	6378	6539	6701	6870	7040	7217	7398	7583	Monthly
	33.21	34.03	34.88	35.77	36.66	37.58	38.51	39.48	40.46	41.48	42.52	43.58	Hourly
	2.32	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98	3.05	Standby
	71064	72828	74688	76536	78468	80412	82440	84480	86604	88776	90996	93264	Annual
74	5922	6069	6224	6378	6539	6701	6870	7040	7217	7398	7583	7772	Monthly
	34.03	34.88	35.77	36.66	37.58	38.51	39.48	40.46	41.48	42.52	43.58	44.67	Hourly
	2.38	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98	3.05	3.13	Standby
	72828	74688	76536	78468	80412	82440	84480	86604	88776	90996	93264	95628	Annual
75	6069	6224	6378	6539	6701	6870	7040	7217	7398	7583	7772	7969	Monthly
	34.88	35.77	36.66	37.58	38.51	39.48	40.46	41.48	42.52	43.58	44.67	45.80	Hourly
	2.44	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98	3.05	3.13	3.21	Standby
	74688	76536	78468	80412	82440	84480	86604	88776	90996	93264	95628	97968	Annual
76	6224	6378	6539	6701	6870	7040	7217	7398	7583	7772	7969	8164	Monthly
	35.77	36.66	37.58	38.51	39.48	40.46	41.48	42.52	43.58	44.67	45.80	46.92	Hourly
	2.50	2.57	2.63	2.70	2.76	2.83	2.90	2.98	3.05	3.13	3.21	3.28	Standby
	76536	78468	80412	82440	84480	86604	88776	90996	93264	95628	97968	100416	Annual
77	6378	6539	6701	6870	7040	7217	7398	7583	7772	7969	8164	8368	Monthly
	36.66	37.58	38.51	39.48	40.46	41.48	42.52	43.58	44.67	45.80	46.92	48.09	Hourly
	2.57	2.63	2.70	2.76	2.83	2.90	2.98	3.05	3.13	3.21	3.28	3.37	Standby
	78468	80412	82440	84480	86604	88776	90996	93264	95628	97968	100416	102948	Annual
78	6539	6701	6870	7040	7217	7398	7583	7772	7969	8164	8368	8579	Monthly
	37.58	38.51	39.48	40.46	41.48	42.52	43.58	44.67	45.80	46.92	48.09	49.30	Hourly
	2.63	2.70	2.76	2.83	2.90	2.98	3.05	3.13	3.21	3.28	3.37	3.45	Standby
	80412	82440	84480	86604	88776	90996	93264	95628	97968	100416	102948	105528	Annual
79	6701	6870	7040	7217	7398	7583	7772	7969	8164	8368	8579	8794	Monthly
	38.51	39.48	40.46	41.48	42.52	43.58	44.67	45.80	46.92	48.09	49.30	50.54	Hourly
	2.70	2.76	2.83	2.90	2.98	3.05	3.13	3.21	3.28	3.37	3.45	3.54	Standby
	82440	84480	86604	88776	90996	93264	95628	97968	100416	102948	105528	108120	Annual
80	6870	7040	7217	7398	7583	7772	7969	8164	8368	8579	8794	9010	Monthly
	39.48	40.46	41.48	42.52	43.58	44.67	45.80	46.92	48.09	49.30	50.54	51.78	Hourly
	2.76	2.83	2.90	2.98	3.05	3.13	3.21	3.28	3.37	3.45	3.54	3.62	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	84480	86604	88776	90996	93264	95628	97968	100416	102948	105528	108120	110820	Annual
81	7040	7217	7398	7583	7772	7969	8164	8368	8579	8794	9010	9235	Monthly
	40.46	41.48	42.52	43.58	44.67	45.80	46.92	48.09	49.30	50.54	51.78	53.07	Hourly
	2.83	2.90	2.98	3.05	3.13	3.21	3.28	3.37	3.45	3.54	3.62	3.71	Standby
	86604	88776	90996	93264	95628	97968	100416	102948	105528	108120	110820	113616	Annual
82	7217	7398	7583	7772	7969	8164	8368	8579	8794	9010	9235	9468	Monthly
	41.48	42.52	43.58	44.67	45.80	46.92	48.09	49.30	50.54	51.78	53.07	54.41	Hourly
	2.90	2.98	3.05	3.13	3.21	3.28	3.37	3.45	3.54	3.62	3.71	3.81	Standby
	88776	90996	93264	95628	97968	100416	102948	105528	108120	110820	113616	116448	Annual
83	7398	7583	7772	7969	8164	8368	8579	8794	9010	9235	9468	9704	Monthly
	42.52	43.58	44.67	45.80	46.92	48.09	49.30	50.54	51.78	53.07	54.41	55.77	Hourly
	2.98	3.05	3.13	3.21	3.28	3.37	3.45	3.54	3.62	3.71	3.81	3.90	Standby
	90996	93264	95628	97968	100416	102948	105528	108120	110820	113616	116448	119340	Annual
84	7583	7772	7969	8164	8368	8579	8794	9010	9235	9468	9704	9945	Monthly
	43.58	44.67	45.80	46.92	48.09	49.30	50.54	51.78	53.07	54.41	55.77	57.16	Hourly
	3.05	3.13	3.21	3.28	3.37	3.45	3.54	3.62	3.71	3.81	3.90	4.00	Standby
	93264	95628	97968	100416	102948	105528	108120	110820	113616	116448	119340	122376	Annual
85	7772	7969	8164	8368	8579	8794	9010	9235	9468	9704	9945	10198	Monthly
	44.67	45.80	46.92	48.09	49.30	50.54	51.78	53.07	54.41	55.77	57.16	58.61	Hourly
	3.13	3.21	3.28	3.37	3.45	3.54	3.62	3.71	3.81	3.90	4.00	4.10	Standby
	95628	97968	100416	102948	105528	108120	110820	113616	116448	119340	122376	125376	Annual
86	7969	8164	8368	8579	8794	9010	9235	9468	9704	9945	10198	10448	Monthly
	45.80	46.92	48.09	49.30	50.54	51.78	53.07	54.41	55.77	57.16	58.61	60.05	Hourly
	3.21	3.28	3.37	3.45	3.54	3.62	3.71	3.81	3.90	4.00	4.10	4.20	Standby
	97968	100416	102948	105528	108120	110820	113616	116448	119340	122376	125376	128556	Annual
87	8164	8368	8579	8794	9010	9235	9468	9704	9945	10198	10448	10713	Monthly
	46.92	48.09	49.30	50.54	51.78	53.07	54.41	55.77	57.16	58.61	60.05	61.57	Hourly
	3.28	3.37	3.45	3.54	3.62	3.71	3.81	3.90	4.00	4.10	4.20	4.31	Standby
	100416	102948	105528	108120	110820	113616	116448	119340	122376	125376	128556	131784	Annual
88	8368	8579	8794	9010	9235	9468	9704	9945	10198	10448	10713	10982	Monthly
	48.09	49.30	50.54	51.78	53.07	54.41	55.77	57.16	58.61	60.05	61.57	63.11	Hourly
	3.37	3.45	3.54	3.62	3.71	3.81	3.90	4.00	4.10	4.20	4.31	4.42	Standby
	102948	105528	108120	110820	113616	116448	119340	122376	125376	128556	131784	135072	Annual
89	8579	8794	9010	9235	9468	9704	9945	10198	10448	10713	10982	11256	Monthly
	49.30	50.54	51.78	53.07	54.41	55.77	57.16	58.61	60.05	61.57	63.11	64.69	Hourly
	3.45	3.54	3.62	3.71	3.81	3.90	4.00	4.10	4.20	4.31	4.42	4.53	Standby
	105528	108120	110820	113616	116448	119340	122376	125376	128556	131784	135072	138468	Annual
90	8794	9010	9235	9468	9704	9945	10198	10448	10713	10982	11256	11539	Monthly
	50.54	51.78	53.07	54.41	55.77	57.16	58.61	60.05	61.57	63.11	64.69	66.32	Hourly
	3.54	3.62	3.71	3.81	3.90	4.00	4.10	4.20	4.31	4.42	4.53	4.64	Standby
	108120	110820	113616	116448	119340	122376	125376	128556	131784	135072	138468	141876	Annual
91	9010	9235	9468	9704	9945	10198	10448	10713	10982	11256	11539	11823	Monthly
	51.78	53.07	54.41	55.77	57.16	58.61	60.05	61.57	63.11	64.69	66.32	67.95	Hourly
	3.62	3.71	3.81	3.90	4.00	4.10	4.20	4.31	4.42	4.53	4.64	4.76	Standby

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L	
	110820	113616	116448	119340	122376	125376	128556	131784	135072	138468	141876	145452	Annual
92	9235	9468	9704	9945	10198	10448	10713	10982	11256	11539	11823	12121	Monthly
	53.07	54.41	55.77	57.16	58.61	60.05	61.57	63.11	64.69	66.32	67.95	69.66	Hourly
	3.71	3.81	3.90	4.00	4.10	4.20	4.31	4.42	4.53	4.64	4.76	4.88	Standby
	113616	116448	119340	122376	125376	128556	131784	135072	138468	141876	145452	149076	Annual
93	9468	9704	9945	10198	10448	10713	10982	11256	11539	11823	12121	12423	Monthly
	54.41	55.77	57.16	58.61	60.05	61.57	63.11	64.69	66.32	67.95	69.66	71.40	Hourly
	3.81	3.90	4.00	4.10	4.20	4.31	4.42	4.53	4.64	4.76	4.88	5.00	Standby
	116448	119340	122376	125376	128556	131784	135072	138468	141876	145452	149076	152844	Annual
94	9704	9945	10198	10448	10713	10982	11256	11539	11823	12121	12423	12737	Monthly
	55.77	57.16	58.61	60.05	61.57	63.11	64.69	66.32	67.95	69.66	71.40	73.20	Hourly
	3.90	4.00	4.10	4.20	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.12	Standby
	119340	122376	125376	128556	131784	135072	138468	141876	145452	149076	152844	156624	Annual
95	9945	10198	10448	10713	10982	11256	11539	11823	12121	12423	12737	13052	Monthly
	57.16	58.61	60.05	61.57	63.11	64.69	66.32	67.95	69.66	71.40	73.20	75.01	Hourly
	4.00	4.10	4.20	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.12	5.25	Standby
	122376	125376	128556	131784	135072	138468	141876	145452	149076	152844	156624	160560	Annual
96	10198	10448	10713	10982	11256	11539	11823	12121	12423	12737	13052	13380	Monthly
	58.61	60.05	61.57	63.11	64.69	66.32	67.95	69.66	71.40	73.20	75.01	76.90	Hourly
	4.10	4.20	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.12	5.25	5.38	Standby
	125376	128556	131784	135072	138468	141876	145452	149076	152844	156624	160560	164592	Annual
97	10448	10713	10982	11256	11539	11823	12121	12423	12737	13052	13380	13716	Monthly
	60.05	61.57	63.11	64.69	66.32	67.95	69.66	71.40	73.20	75.01	76.90	78.83	Hourly
	4.20	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.12	5.25	5.38	5.52	Standby
	128556	131784	135072	138468	141876	145452	149076	152844	156624	160560	164592	168708	Annual
98	10713	10982	11256	11539	11823	12121	12423	12737	13052	13380	13716	14059	Monthly
	61.57	63.11	64.69	66.32	67.95	69.66	71.40	73.20	75.01	76.90	78.83	80.80	Hourly
	4.31	4.42	4.53	4.64	4.76	4.88	5.00	5.12	5.25	5.38	5.52	5.66	Standby
	131784	135072	138468	141876	145452	149076	152844	156624	160560	164592	168708	172920	Annual
99	10982	11256	11539	11823	12121	12423	12737	13052	13380	13716	14059	14410	Monthly
	63.11	64.69	66.32	67.95	69.66	71.40	73.20	75.01	76.90	78.83	80.80	82.82	Hourly
	4.42	4.53	4.64	4.76	4.88	5.00	5.12	5.25	5.38	5.52	5.66	5.80	Standby

APPENDIX N

"N1" Range Salary Schedule
Effective July 1, 2011 through June 29, 2013
Reflects 3% reduction

SALARY RANGE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
					Years of Experience																
					0		**1**		**2**		**3**	**4**	**5**	**6**	**7**	**8**	**12**	**15**	**18**	**20**	
	32328	33084	33900	34680	35496	36312	37200	38076	39000	39924	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	Annual
39E1	2694	2757	2825	2890	2958	3026	3100	3173	3250	3327	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	Monthly
	15.48	15.84	16.24	16.61	17.00	17.39	17.82	18.24	18.68	19.12	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	Hourly
	1.08	1.11	1.14	1.16	1.19	1.22	1.25	1.28	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	Standby
	33900	34680	35496	36312	37200	38076	39000	39924	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	Annual
41E1	2825	2890	2958	3026	3100	3173	3250	3327	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	Monthly
	16.24	16.61	17.00	17.39	17.82	18.24	18.68	19.12	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	Hourly
	1.14	1.16	1.19	1.22	1.25	1.28	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	Standby
	39924	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	Annual
48E1	3327	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	Monthly
	19.12	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	Hourly
	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	Standby

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
					Years of Experience																
	0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	
	37200	38076	39000	39924	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	Annual
45N1	3100	3173	3250	3327	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	Monthly
	17.82	18.24	18.68	19.12	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	Hourly
	1.25	1.28	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	Standby
	39000	39924	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	Annual
47N1	3250	3327	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	Monthly
	18.68	19.12	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	Hourly
	1.31	1.34	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	Standby

	Years of Experience																				
	0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	40956	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	Annual
49N1	3413	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	Monthly
	19.61	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	Hourly
	1.37	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	Standby
	41988	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	Annual
50N1	3499	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	Monthly
	20.11	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	Hourly
	1.41	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	Standby
	43020	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	Annual
51N1	3585	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	Monthly
	20.60	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	Hourly
	1.44	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	Standby
	44124	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	Annual
52N1	3677	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	Monthly
	21.13	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	Hourly
	1.48	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	Standby
	45180	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	Annual
53N1	3765	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	Monthly
	21.64	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	Hourly
	1.51	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	Standby
	46320	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	Annual
54N1	3860	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	Monthly
	22.18	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	Hourly
	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	Standby
	47484	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	Annual
55N1	3957	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	Monthly
	22.74	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	Hourly
	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	Standby

	Years of Experience																				
	0		1		2		3		4		5	6	7	8	9	10	12	15	18	20	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	
	48684	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	Annual
56N1	4057	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	Monthly
	23.32	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	Hourly
	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	Standby
	49908	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	Annual
57N1	4159	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	Monthly
	23.90	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	Hourly
	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	Standby
	51132	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	Annual
58N1	4261	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	Monthly
	24.49	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	Hourly
	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	Standby
	52416	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	Annual
59N1	4368	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	Monthly
	25.10	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	Hourly
	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	Standby
	53712	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	Annual
60N1	4476	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	Monthly
	25.72	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	Hourly
	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	Standby
	55104	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	Annual
61N1	4592	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	Monthly
	26.39	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	Hourly
	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	Standby
	56448	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	90264	Annual
62N1	4704	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	7522	Monthly
	27.03	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	43.23	Hourly
	1.89	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.03	Standby

	Years of Experience																				
	0		**1**		**2**		**3**		**4**		**5**	**6**	**7**	**8**	**9**	**10**	**12**	**15**	**18**	**20**	
	A	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**	**T**	
	57864	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	90264	92532	Annual
63N1	4822	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	7522	7711	Monthly
	27.71	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	43.23	44.32	Hourly
	1.94	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	Standby
	59316	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	90264	92532	94848	Annual
64N1	4943	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	7522	7711	7904	Monthly
	28.41	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	43.23	44.32	45.43	Hourly
	1.99	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	Standby
	60768	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	90264	92532	94848	97212	Annual
65N1	5064	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	7522	7711	7904	8101	Monthly
	29.10	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	43.23	44.32	45.43	46.56	Hourly
	2.04	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	Standby
	62292	63864	65472	67080	68808	70500	72264	74100	75900	77796	79740	81732	83808	85908	88056	90264	92532	94848	97212	99648	Annual
66N1	5191	5322	5456	5590	5734	5875	6022	6175	6325	6483	6645	6811	6984	7159	7338	7522	7711	7904	8101	8304	Monthly
	29.83	30.59	31.36	32.13	32.95	33.76	34.61	35.49	36.35	37.26	38.19	39.14	40.14	41.14	42.17	43.23	44.32	45.43	46.56	47.72	Hourly
	2.09	2.14	2.20	2.25	2.31	2.36	2.42	2.48	2.54	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	Standby

APPENDIX O

"T" Range Salary Schedule
Effective July 1, 2011 through June 29, 2013
Shaded portion no reduction; Unshaded reflects 3% reduction

T RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
	27192	28440	29784	30240	31704	33228	34272	36492	38328	40260	42264
41T	2266	2370	2482	2520	2642	2769	2856	3041	3194	3355	3522
	13.02	13.62	14.26	14.48	15.18	15.91	16.41	17.48	18.36	19.28	20.24
	0.91	0.95	1.00	1.01	1.06	1.11	1.15	1.22	1.29	1.35	1.42
	32448	33984	35652	37404	39312	41304	43368	45600	47880	50304	52872
50T	2704	2832	2971	3117	3276	3442	3614	3800	3990	4192	4406
	15.54	16.28	17.07	17.91	18.83	19.78	20.77	21.84	22.93	24.09	25.32
	1.09	1.14	1.19	1.25	1.32	1.38	1.45	1.53	1.61	1.69	1.77
	39312	41304	43368	45600	47892	50304	52872	55524	58332	61296	64356
58T	3276	3442	3614	3800	3991	4192	4406	4627	4861	5108	5363
	18.83	19.78	20.77	21.84	22.94	24.09	25.32	26.59	27.94	29.36	30.82
	1.32	1.38	1.45	1.53	1.61	1.69	1.77	1.86	1.96	2.06	2.16

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

The parties agree to a pilot project collaborating in efforts to develop and implement a Performance Excellence Program for employees who are members of bargaining units represented by the Union in the Department of Natural Resources. A panel consisting of two (2) Union representatives designated by the Union, the Department of Natural Resources Human Resource Manager, and the Department of Natural Resources Executive Director of Policy and Administration will attempt to develop a Performance Excellence Program and guidelines. Upon agreement of the parties, additional staff may attend the meeting(s). The implementation of any program authorized by this Memorandum of Understanding will only be by mutual agreement. Should a pilot program be implemented under the terms of this Agreement, it will not continue past the term of this Agreement unless included in a negotiated successor agreement.

Dated December 10, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Greg Devereux, Executive Director

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

The parties agree to create a Union Management Communication Subcommittee to focus on law enforcement issues of Park Rangers employed within the Washington State Parks and Recreation Commission. The purpose of the committee will be to identify law enforcement related issues and concerns on the part of ranger staff and discuss potential solutions, processes and strategies in a collaborative manner with management. The committee will be known as the "Law Enforcement Sub-committee" and will operate under the following terms and conditions.

1. The committee will exist for the duration of this agreement.

2. The committee will consist of up to four (4) employees appointed by the union and up to four (4) employees appointed by the employer.

3. The committee facilitator will be the Washington State Parks Chief of Visitor Protection and Law Enforcement.

4. The committee will meet twice a year, once in the spring and once in the fall.

5. Participation of the Union designated representatives will be in accordance with Article 37.3 of this agreement.

6. The desired outcome of this committee is improved communication and transparency in agency decision making and priorities related to law enforcement issues.

Dated December 9, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Greg Devereux, Executive Director

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

During supplemental bargaining affecting bargaining unit members within the Washington State Parks and Recreation Commission, the parties agree to the implementation of the following actions:

1. Beginning with the hiring of non-permanent Park Aides and Senior Park Aides in calendar year 2011, the agency will include all previous non-permanent appointments in the same or higher job classification towards the calculation of the employees' periodic increment date.

2. The employer will change the agency uniform manual to reflect the following change: non-permanent Park Aides and Senior Park Aides will receive two (2) agency provided shirts and a fifty dollar ($50) clothing allowance per calendar year. Permanent Senior Park Aides will receive two (2) agency provided shirts and a fifty dollar ($50) clothing allowance every six months. These changes will take effect beginning calendar year 2011.

Dated December 9, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Greg Devereux, Executive Director

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

The parties agree to discuss the issue of transient camp clean-up at the next statewide Union Management Communication Committee (UMCC) meeting under the following terms and conditions:

1. The parties agree to hold a statewide UMCC by the end of November 2010.

2. The UMCC will be held in accordance with article 37, Union Management Communication Committees.

3. The parties agree that transient camp clean-up will be an agenda topic at this meeting.

4. The parties agree that personal safety when dealing with transients will be discussed.

5. The parties will discuss the following topics related to transient camp clean-up:

    - Existing pre-activity safety plan
    - Personal protective equipment
    - Best practices and lessons learned sharing across the state

Dated August 27, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Bob Keller, Olympia Field Supervisor

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

The parties agree that if an employee is interviewed as part of an administrative investigation at the Department of Social and Health Services, the employee will be notified in writing prior to the interview if the investigator would like to audio record the interview. The written notification will contain a consent form that the employee will bring to the interview. If an employee does not consent to the recording, the investigator will not discuss the issue of audio recording with the employee. It is further agreed that interviews will be conducted in a professional manner and investigative methods will be consistent with law. No threats or promises will be made to induce an answer.

This MOU becomes effective thirty (30) days after signature of the parties.

Dated December 13, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

Institutions within the Department of Social and Health Services—Voluntary Overtime

Each institution will develop a procedure for distributing overtime on a rotational basis. The Union will be notified of the institution's procedure in accordance with Article 38, Mandatory Subjects. The Employer and employees will share the responsibility for keeping the volunteer overtime list(s) current. Documented attempts to contact an employee constitute an offer. Employees who volunteer for overtime will not be entitled to call-back pay under Article 42.14, Callback. When involuntary overtime is required, employees will be entitled to call-back pay in accordance with Article 42.14.

This agreement becomes effective sixty (60) days after the final signature of the parties. Either party may reopen this MOU between July 1, 2012 and August 1, 2012 by notifying the other party. If either party requests to reopen this MOU and the parties are unable to agree on a continuation of this agreement, the assignment of overtime will revert to the process specified in Article 7, Overtime of the parties' collective bargaining agreement.

Dated September 3, 2010

For the Employer	For the Union
/s/	/s/
Shane Esquibel Labor Relations Office	Banks Evans WFSE

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

Including State Operated Living Alternatives (SOLA) within the Department of Social and Health Services in the Institutions Voluntary Overtime MOU

The parties agree to apply the provisions of the Institutions Voluntary Overtime MOU to the SOLA programs. This agreement becomes effective sixty (60) days after the final signature of the parties.

Dated October 25, 2010

For the Employer	For the Union
/s/	/s/
Shane Esquibel Labor Relations Office	Banks Evans WFSE

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

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

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

- Employees may only bid within the home where their position is permanently assigned.
- Reassignment from a bid position under Article 3.10 is not subject to the grievance procedure in Article 29, Grievance Procedure when the reassignment is based on client need or choice.

SOLA employees may still request transfers in accordance with Article 4.3

This agreement becomes effective sixty (60) days after the final signature of the parties. Either party may reopen this MOU between October 1, 2011 and November 1, 2011 by notifying the other party. If either party requests to reopen this MOU and the parties are unable to agree on a continuation of this agreement, the bid provisions of Article 3 are no longer applicable to the SOLA program.

Dated September 3, 2010

For the Employer	For the Union
/s/	/s/
Shane Esquibel Labor Relations Office	Banks Evans WFSE

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

As provided in Article 37.2.A, the State of Washington-Office of Financial Management Labor Relations Office (OFM-LRO) and the WFSE hereby agree to convene a statewide master agreement committee to discuss the issue of **On-call Usage in Specific State Agencies.**

The parties agree:

1. The Union will provide information prior to the meeting about the agencies where they believe on-call concerns exist and specific information about their concerns.

2. The committee membership will be as provided in Article 37.2.A.

3. Participation in the committee and the committee's process will be as provided by Article 37.3.A through C, and 37.3E.

4. The duration of the statewide UMCC is through June 30, 2011, unless extended by the parties as provided by Article 37.1.D.

5. The statewide UMCC will meet once unless an additional meeting is mutually agreed upon by the parties.

6. This agreement will go into effective upon signature of the parties.

Dated December 10, 2010

For OFM-LRO:	For WFSE:
For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

As provided in Article 37.2.A, the State of Washington-Office of Financial Management Labor Relations Office (OFM-LRO) and the WFSE hereby agree to convene a statewide master agreement committee to discuss the issue of **Overtime-Exempt Employees Use of Exchange Time in Specific State Agencies.**

The parties agree:

1. The Union will provide information prior to the meeting about the agencies where they have concerns about overtime-exempt employees and their ability to use exchange time.

2. Topics to be addressed include:

    a. Flexibility in adjusting scheduled work hours within the work week (article 6.9).
    b. Application of "extraordinary or excessive."
    c. Approval and accrual of exchange time.
    d. Ability to use approved exchange time that has been accrued.

3. The committee membership will be as provided in Article 37.2.A.

4. Participation in the committee and the committee's process will be as provided by Article 37.3.A through C, and 37.3E.

5. The duration of the statewide UMCC is through June 30, 2011, unless extended by the parties as provided by Article 37.1.D.

6. The statewide UMCC will meet no more than five (5) times, unless additional meetings are mutually agreed upon by the parties.

7. This agreement will go into effect upon signature of the parties.

Dated December 13, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

1. Scope

The parties recognize that the subject of workload for employees was an important issue for the Union during the negotiations for the 2011-2013 Agreement, which resulted in this Memorandum of Understanding. Accordingly, the parties have agreed to the following process, which has as its objective the identification and evaluation of employee workload while also recognizing management's need for efficient and flexible operations.

Specifically, the parties have agreed that if the Union requests, the parties will meet at the agency level in order to share workload information and concerns and discuss possible resolutions in a collaborative manner. These meetings will be conducted in accordance with Article 37, Union Management Communication Committees, of the parties' collective bargaining agreement. The committee will consider fiscal and statutory restrictions, legislative mandates, and will evaluate and make recommendations to its respective Agency Head regarding:

a. Prioritization of tasks; and
b. Methods to accomplish tasks in employees' workload.

2. Timetable

Committees will meet within forty-five (45) days of the Union's written request, or at the first mutually agreeable date. The Union's request will identify those specific job classifications and locations within the organization where the Union believes a review of workload would be beneficial. The request will contain sufficient information to allow the Employer to prepare for the meeting. Each committee will provide to its respective Agency Head its recommendations no later than six (6) months after the first meeting, unless the parties mutually agree additional time is needed.

This MOU will become effective sixty (60) days after signature of the parties. Union requests to initiate workload discussions in accordance with this MOU must be communicated by January 1, 2012.

Dated December 10, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

This Memorandum of Understanding (MOU) by and between the Washington Federation of State Employees (Union), and the State of Washington, Office of Financial Management/Labor Relations Office (Employer) concerning the parties 2009-2011 Collective Bargaining Agreement. The parties agree to the following:

The parties recognize that the economic terms described in sections 42.1B; 42.1C; 42.2B; 42.2C; 42.3B; 42.3C; 42.4; 42.5; 42.6; 42.24 and specific Assignment Pays that were tentatively agreed to on September 11, 2008 were not funded, and will not be implemented, based upon a December 2008 finding by the Director of OFM that such terms were not economically feasible. Attachment 1 is a list of specific classifications that were granted increases under Articles 42.4, 42.5 or 42.6. Attachment 2 is a list of classifications that were granted assignment pays. Those increases listed on Attachment 1 and 2 were not implemented as a result of the finding of the Director of OFM. The parties further recognize that such terms may only be implemented after the Director determines implementation of such economic terms is economically feasible and the legislature appropriates funding of such terms in accordance with applicable law. However, the parties recognize that the Director's determination of unfeasibility does not affect the parties' mutual understanding that the matters described in this section were a full and fair settlement of the economic terms of agreement at the time the settlement was reached. The parties, therefore, agree they would like to implement these economic terms dependent upon a finding of economic feasibility in the context of an overall economic recovery and restoration of state services. Any such agreement shall also require the approval and appropriations by the state legislature in accordance with applicable law. The parties agree to continue discussions and negotiations over the implementation of these economic terms at appropriate times and, if agreement for implementation is achieved and a finding of economic feasibility is made, the Governor shall recommend funding by the legislature. In the event an economic term described in this section is not implemented by June 30, 2013, the need for such term shall be considered as having already been established when the parties negotiate for a successor collective bargaining agreement. Nothing in this MOU obligates either party to agree to any proposal.

Dated December 13, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

Attachment 1

Job Class Code	Job Class Title
253T	Administrative Program Specialist 1
108F	Administrative Regulations Analyst 3
108G	Administrative Regulations Analyst 4
654F	Aircraft Pilot 2
304D	Associate Medical Director - Chiropractic
429D	Attorney General Investigator 4
354G*	Class Counselor 2*
354I*	Class Counselor 3*
197I	Communications Consultant 1
197J	Communications Consultant 2
197K	Communications Consultant 3
197L	Communications Consultant 4
197M	Communications Consultant 5
451F	Communications Officer 1
451G	Communications Officer 2
144E	Contracts Assistant
144F	Contracts Specialist 1
144G	Contracts Specialist 2
144H	Contracts Specialist 3
351V	DD Outstation Manager
168I	DDS Adjudicator 1
168J	DDS Adjudicator 2
168K	DDS Adjudicator 3
168L	DDS Adjudicator 4
200H	Electronic Media Supervisor
397C	Emergency Mgmt. Program Specialist 3
397D	Emergency Mgmt. Program Specialist 4
542S	Environmental Planner 2
161E	Financial Examiner 1
161F	Financial Examiner 2
161G	Financial Examiner 3
161H	Financial Examiner 4
165I	Financial Services Specialist 3
523Z	Fish and Wildlife Biologist 2
523N	Fish and Wildlife Biologist 3
523O	Fish and Wildlife Biologist 4
388A	Fish and Wildlife Enforcement Officer 1

Job Class Code	Job Class Title
388B	Fish and Wildlife Enforcement Officer 2
388C	Fish and Wildlife Enforcement Officer 3
388D	Fish and Wildlife Enforcement Sgt./Det.
112I	Forms and Records Analyst 1
112J	Forms and Records Analyst 2
112K	Forms and Records Analyst 3
112L	Forms and Records Analyst Supervisor
506K	Funeral Director & Embalmer Inspector
198F	Graphic Designer
198G	Graphic Designer Senior
198H	Graphic Designer Supervisor
428G	Health Care Investigator 3
283H	Health Services Consultant 1
283I	Health Services Consultant 2
425K	Hearings Scheduler
425R	Industrial Insurance Program Coordinator
153L	Industrial Insurance Underwriter 4
427Q	Investigator 2
355G	Juvenille Rehab. Community Counselor
355I	Juvenille Rehab. Coordinator
355E	Juvenille Rehab. Counselor Asst.
355H	Juvenille Rehab. Residential Counselor
385R	Juvenille Rehab. Security Manager
385P	Juvenille Rehab. Security Officer 1
385Q	Juvenille Rehab. Security Officer 2
355K	Juvenille Rehab. Supervisor
152P	Labor and Industries Auditor 3
152Q	Labor and Industries Auditor 4
152R	Labor and Industries Auditor 5
425F	Legal Secretary 1
425G	Legal Secretary 2
425H	Legal Secretary 3
286A	LPN 1
286B	LPN 2
286D	LPN 4
109I	Management Analyst 1
109J	Management Analyst 2
109K	Management Analyst 3

Job Class Code	Job Class Title
109L	Management Analyst 4
109M	Management Analyst 5
523S	Natural Resource Specialist 1
523T	Natural Resource Specialist 2
523U	Natural Resource Specialist 3
523V	Natural Resource Specialist 4
100J	Office Assistant 3
306E	Orthotics/Prosthetics Technician
389A	Park Ranger 1
389B	Park Ranger 2
389C	Park Ranger 3
389D	Park Ranger 4
260P	Parks Interpretive Assistant
260Q	Parks Interpretive Specialist
101H	PBX Chief Operator
204E	Photographer 1
306U	Physical Therapist 2
306X	Physical Therapist Supervisor
288H	Physician 2
288I	Physician 3
459L	Professional Licensing Manager 1
459M	Professional Licensing Manager 2
107I	Program Specialist 2
107J	Program Specialist 3
107K	Program Specialist 4
107L	Program Specialist 5
286E	Psychiatric Security Nurse
362C*	Psychologist 3*
283P	Public Health Advisor 3
283Q	Public Health Advisor 4
289C	Public Health and Epidemiologist 3
112M	Records Management Supervisor
174E	Revenue Agent 1
308E	Speech Pathologist/Audiologist Specialist 1
308F	Speech Pathologist/Audiologist Specialist 2
308G	Speech Pathologist/Audiologist Specialist 3
602K	Stationary Engineer 2
602KS	Stationary Engineer 2
602L	Stationary Engineer 3

Job Class Code	Job Class Title
602LS	Stationary Engineer 3
173J	Tax Specialist 1 - ES
173K	Tax Specialist 2 - ES
173L	Tax Specialist 3 - ES
173M	Tax Specialist 4 - ES
401A	Traffic Safety Systems Operator 1
401C	Traffic Safety Systems Operator 3
401D	Traffic Safety Systems Operator 4
164K	Unemployment Insurance Tax Admin. 2
253X	Vocational Education Program Specialist
602U	Wastewater Treatment Plant Operator 2
602W	Water Treatment Plant Supervisor

Attachment 2

GROUP A			
Class Title	**Class Code**	**Premium**	**Reference#**
Corrections and Custody Officer 2	384B	See Reference	37
Corrections and Custody Officer 3	384C	See Reference	37
Electrician	608F	2 ranges	44
Recreation & Athletics Specialist 1	701E	See Reference	38
Recreation & Athletics Specialist 2	701F	See Reference	38
Recreation & Athletics Specialist 3	701G	See Reference	38
Recreation & Athletics Specialist 4	701H	See Reference	38
Residential Rehabilitation Counselor 1	347E	See Reference	38
Residential Rehabilitation Counselor 2	347F	See Reference	38
Residential Rehabilitation Counselor 3	347G	See Reference	38
Residential Rehabilitation Counselor 4	347H	See Reference	38

GROUP B			
Assigned Duty		**Premium**	**Reference#**
SCUBA Diving Requirement		$10.00/hour	3

GROUP C			
Agency/Class Code	**Class Title**	**Location**	**Increase**
Department of Social and Health Services			
106P	Occupational Therapist 3	Lakeland Village	4 ranges

REFERENCE #3: For required SCUBA diving. Basic salary range plus $10.00 per diving hour to employees in any class.

REFERENCE #X: Within the Department of General Administration, basic salary range plus two (2) ranges for work assigned involving performing and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.

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

After October 1, 2012, the parties agree to continue to discuss the following job classes to determine if there are increased duties and responsibilities or salary alignment/inequities that may warrant salary range adjustments:

- Financial Services Specialist 3, 4, and 5
- Vocational Rehabilitation Counselor 1, 2, 3, and 4
- Vocational Rehabilitation Supervisor
- Quality Control Specialist
- Community Corrections Officer 1, 2, and 3
- Community Corrections Specialist
- Cook 1, 2, and 3
- Equipment Technician 2, 3, and 4
- Dietician 1 and 2
- Psychiatric Social Worker 1, 2, and 3
- DD Outstation Manager
- Social Worker Class Series
- Hearings Officer 3 and 4

Job classifications listed above will not be discussed if the parties have specific discussions on the classifications during bargaining for the 2013 – 2015 master agreement between the parties. If the parties agree that there are increased duties and responsibilities or salary alignment/inequities that would justify a salary increase for a job class listed above, the parties will negotiate any salary increase in accordance with RCW 41.80. If the parties are unable to reach agreement either party may request a mediator. Prior to the meeting, the parties will agree to the composition, location and times for the discussions and/or negotiations.

Any compensation proposals will be submitted to the Office of Financial Management no later than October 1, 2013.

Dated December 13, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

The Employer and the Union share the view that there should be no loss of retirement benefits in any state defined benefit retirement plan because of compensation foregone by three percent (3%) compensation reduction under Article 42 of the parties' 2011-2013 collective bargaining agreement. The Employer and the Union acknowledge that a statutory change is required to protect such forgone compensation. The Employer and the Union agree to work with the legislature to effect a statutory change.

Dated December 14, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

1. The parties agree that the temporary salary reduction agreement negotiated for the 2011-2013 agreement constitutes the full extent of temporary reduction of work hours or temporary layoffs during the duration of this contract that resulted from the loss of funding and revenue shortfall forecasted in the November 2010 Economic Revenue Forecast for the '11-'13 biennium. Article 34.6 A and B of the 2011-2013 agreement is superseded as it relates to revenue shortfall and loss of funding unless the provisions of 2 below are met.

2. In the event an economic revenue forecast during the '11-'13 biennium projects a significant loss of funding or revenue shortfall for the period of this contract and the Employer chooses to use temporary layoffs or temporary reduction in work hours to make up the shortfall or loss of funding, the employer will negotiate the impacts and implementation of any said layoffs or reductions with the Union. Negotiations will include options to lessen any negative impacts on the employees. The parties will jointly develop mutual approaches to implementation that make such layoffs or reductions less onerous to employees and more fairly distributed.

Dated December 14, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
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The parties agree that if the November 2012 general fund revenue forecast projects an increase of 3% or greater in the 2011-2013 revenues ($33.583 billion or greater) than what was projected in the November 2010 general fund state forecast ($32.605 billion), the Governor will submit in her supplemental budget a request for funding to reduce the salary reduction for the period of January 1, 2013 through June 29, 2013 from 3% to 2%. If the legislature approves the funding request, Article 42, Compensation of the parties' 2011-2013 collective bargaining agreement will be modified to reflect the change in salary reduction from 3% to 2% for the period of January 1, 2013 through June 29, 2013. In addition, Article 42, Compensation of the parties' 2011-2013 collective bargaining agreement will be modified to reflect a change in Temporary Salary Reduction leave from 5.2 hours per month to 3.5 hour per month for the period of January 1, 2013 through June 29, 2013.

Dated December 14, 2010

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Cecil Tibbetts, Director of Negotiations

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

The parties to this agreement are the State of Washington "Employer" and the Washington Federation of State Employees, "Union". The purpose of this Memorandum of Understanding is to memorialize the agreement between the Employer and the Union concerning the Department of Enterprise Services (DES). The 2011 -2013 master agreement between the State of Washington and the Washington Federation of State Employees is modified as follows:

1. Article 3.1 A., Bid System

   3.1 Applicability

   A. This Article applies only to staff employed at a correctional facility in the Department of Corrections, or at an institution in the Department of Social and Health Services, or the Department of Veterans Affairs, and who work in positions that may require relief or coverage. For purposes of this article the Special Commitment Center and the Secure Community Transition Facilities within the Department of Social and Health Services will be considered one (1) institution. This Article also applies to employees at the School for the Blind, Center for Childhood Deafness and Hearing Loss, Department of Enterprise Services who work in the Facilities Division, Department of Fish and Wildlife (Section 3.11 only), Washington State Lottery (Section 3.12 only), Department of Agriculture (Section 3.13 only) and the Washington State Patrol (Section 3.14 only).

2. Article 25.4, Commute Trip Reduction and Parking

   25.4 The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with RCW 46.08.172.

3. Article 45.1, Contracting

   45.1 The Employer will determine which agency services will be subject to competitive contracting in accordance with RCW 41.06.142, Department of Enterprise Services WAC 236-51, and Department of Personnel WAC 357-43. Nothing in this Agreement will constitute a waiver of the Union's right to negotiate a mandatory subject in association with Employer's right to engage in competitive contracting. The Employer will notify the Union prior to notifying employees and will satisfy its collective bargaining obligation before contracting for bargaining unit work.

4. Appendix C, Grievance Procedure will be modified to delete the reference to the Department of General Administration and add a reference to the Department of Enterprise Services.

5. Appendix D, Layoff Units will be modified to delete the references to the Department of General Administration (GA).

   The layoff unit for the Department of Enterprise Services (DES) will be as follows:

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

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

6. Attachment 2, Reference X, found on page A-76 of the 2011-2013 collective bargaining agreement will be modified to read as follows:

   REFERENCE #X: Within the Department of Enterprise Services, basic salary range plus two (2) ranges for work assigned involving performing and/or testing of high voltage distribution systems of 751 volts or more and will be rounded up to the nearest hour.

7. Current and former employees whose names are on GA's internal layoff list on September 30, 2011 will be placed on DES's internal layoff list effective October 1, 2011. Consistent with Article 34.15, Layoff of the parties' collective bargaining agreement, an employee's name will remain on the internal layoff list for up to three (3) years from the effective date of the qualifying action.

   Current and former employees whose names are on DIS's internal layoff list on September 30, 2011, and whose work has been transferred to DES, will be placed on DES's internal layoff list effective October 1, 2011. Consistent with Article 34.15, Layoff of the parties' collective bargaining agreement, an employee's name will remain on the internal layoff list for up to three (3) years from the effective date of the qualifying action.

8. An employee's compensatory time or exchange time balance as of September 30, 2011 will be transferred to DES.

9. DES will honor vacation leave and temporary salary reduction leave that has been approved at an employee's current agency through the end of the year. Such leave will only be cancelled by the Employer in accordance with Article 11.11.

This agreement will become effective on October 1, 2011.

Dated September 9, 2011

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Sherri-Ann Burke, Labor Advocate

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

The parties to this agreement are the State of Washington "Employer" and the Washington Federation of State Employees "Union." The purpose of this Memorandum of Understanding is to memorialize the agreement between the Employer and the Union concerning the Consolidated Technology Services agency (CTS). The 2011 -2013 master collective bargaining agreement between the State of Washington and the Washington Federation of State Employees is modified as follows:

1. Appendix C, Grievance Procedure will be modified to add a reference to CTS.

2. Appendix D, Layoff Units will be modified to delete the reference to the Department of Information Services (DIS).

   The layoff unit for CTS will be as follows:

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

3. Current and former employees whose names are on DIS's internal layoff list on September 30, 2011, and whose work has been transferred to CTS, will be placed on CTS's internal layoff list effective October 1, 2011. Consistent with Article 34.15, Layoff, of the parties' collective bargaining agreement, an employee's name will remain on the internal layoff list for up to three (3) years from the effective date of the qualifying action.

4. An employee's compensatory time or exchange time balance as of September 30, 2011 will be transferred to CTS.

5. CTS will honor vacation leave and temporary salary reduction leave that has been approved at DIS through the end of the year. Such leave will only be cancelled by the Employer in accordance with Article 11.11.

This agreement will become effective on October 1, 2011.

Dated September 13, 2011

For the Employer	For the Union
/s/	/s/
Diane Leigh, Director	Sherri-Ann Burke, Labor Advocate

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

The parties agree to modify Article 42.31(F) of the 2011-2013 collective bargaining agreement as follows:

42.31 Temporary Salary Reduction Leave (TSR)

F. Except for employees of the Center for Childhood Deafness and Hearing Loss and employees of the School for the Blind, TSR leave will be used prior to either vacation or sick leave unless by doing so the employee would exceed the vacation leave maximum in accordance with Article 11, Vacation Leave. Employees of the Center for Childhood Deafness and Hearing Loss and employees of the School for the Blind will be required to use TSR leave during a time of school closure. An employee will not be required to use TSR leave prior to sick leave or vacation leave when he or she has submitted a written request for vacation leave and the leave request has been approved by his or her supervisor that ensures the use of TSR leave prior to the June 30, 2013 expiration, except as provided in Subsection 42.31 H below.

This agreement shall become effective thirty (30) days after final signature of the parties.

For the State:		For the Union	
/s/	2/23/12	/s/	2/29/12
	Date		Date

THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

Executed this 28th day of June, 2011.

For the Washington Federation of State Employees:

/s/	/s/
Greg Devereux WFSE Executive Director	Carol A. Dotlich Council 28 President
/s/	/s/
Cecil Tibbetts Director of Negotiations	Sue Henricksen Council 28 Vice President
/s/	/s/
Sherri-Ann Burke Labor Advocate	Lee Novak Council 28 Secretary
/s/	/s/
Kim Arnold	Kenneth Blair
/s/	/s/
DeFrance Clarke	Melanie Coleman
/s/	/s/
Sue Dinneen	Marci Douglas-Baumgarner
/s/	/s/
Larry Flue	Craig Gibelyou
/s/	/s/
Don Hall	Gabe Hall

/s/
Ron Harper

/s/
Lyn Hofland

/s/
Scott Mallery

/s/
Wendy McCombs

/s/
Julianne Moore

/s/
Ronald Mullins

/s/
Lorana Myers

/s/
Joseph Nilsson

/s/
Steve Pointec

/s/
Steven Segall

/s/
Josephine Townsend

/s/
Michael Weisman

For the State of Washington:

/s/	/s/
Christine O. Gregoire Governor	Diane K. Leigh, Chief Negotiator OFM Labor Relations Office