

TENTATIVE AGREEMENT

BETWEEN

STATE OF WASHINGTON

AND

**ASSOCIATION OF ASSISTANT ATTORNEYS GENERAL (AWAAG) / WASHINGTON
FEDERATION OF STATE EMPLOYEES (WFSE) AFSCME COUNCIL 28, AFL-CIO**

REACHED AT 1:46AM SEPTEMBER 28, 2019

TO BE RATIFIED BY AWWAG/WFSE MEMBERSHIP

BY 6:00PM SEPTEMBER 30, 2019

FOR INCLUSION IN THE 2020 SUPPLEMENTAL BUDGET

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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the “Employer,” and the Association of Washington Assistant Attorneys General/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 X](#), Grievance Procedure.

TENTATIVE AGREEMENT REACHED

FOR THE UNION:

FOR THE EMPLOYER:

DATE

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LEANNE KUNZE

DIANE LUTZ

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ARTICLE 1
UNION RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all assistant attorneys general working for the Office of the Attorney General, excluding division chiefs, deputy attorneys general, the solicitor general, assistant attorneys general working in the labor and personnel division, special assistant attorneys general, assistant attorneys general who report directly to the attorney general, and assistant attorneys general deemed confidential as defined by RCW 41.80.005.

TENTATIVE AGREEMENT REACHED

FOR THE UNION:

FOR THE EMPLOYER:

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LEANNE KUNZE

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ARTICLE X
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 office’s workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;
- 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;

1 **ARTICLE X**
2 **DISCIPLINE**

3 **X.1 Disciplinary Action and Written Reprimands**

4 The principles of progressive discipline shall be used, except when the Attorney
5 General or designee determines that the nature of the problem requires an
6 immediate suspension or termination. The following actions will be considered
7 discipline for the purposes of this Article: reduction in pay, suspension without
8 pay, demotion, or termination. Discipline must be provided to the Employee in
9 writing. Grievances related to disciplinary actions and written reprimands are
10 limited to Steps 1 and 2 of the grievance procedure outlined in Article X, and
11 mediation may be attempted upon mutual consent of the parties. Verbal warnings,
12 work plans, coaching, counseling, evaluations, and other non-disciplinary
13 communications between the Employer and the Employee are not subject to the
14 grievance procedure.

15 **X.2 Union Representation**

16 Upon request, an Employee shall have the right to Union representation during an
17 investigatory interview that an Employee reasonably believes may result in
18 disciplinary action. The Employee will have the opportunity to consult with a Union
19 representative before the interview, but such consultation shall not cause an undue
20 delay.

21 **X.3 Pre-disciplinary Notice and Meeting**

22 Except when the nature of the problem requires immediate termination, the
23 Employer shall provide the Employee with a written pre-disciplinary notice and an
24 opportunity to be heard. Such notice shall include the allegations, the facts upon
25 which the contemplated discipline is based, the level of disciplinary action being
26 considered, and the date and time set for a meeting where the Employee is afforded
27 the opportunity to refute such allegations and/or present mitigating circumstances
28 to the Attorney General or designee. The Employee will continue to work after
29 receipt of the pre-disciplinary notice unless otherwise specified in the notice.

1 **X.4 Final Disposition**

2 Any required reporting of disciplinary matters to the Washington State Bar
3 Association shall be limited to final disposition only unless otherwise required by
4 law or the Rules of Professional Conduct.

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6 **TENTATIVE AGREEMENT REACHED**

7 **For the Union:**

For the Employer:

_____ **DATE**

_____ **DATE**

8 **LEANNE KUNZE**

DIANE LUTZ

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ARTICLE X

GRIEVANCE PROCEDURE

x.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.

x.2 Terms and Requirements

A. Grievance Definition

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. The Union may add an employee to a group grievance who was not included in the original filing if it does so prior to the Step 2 meeting and if the employee is similarly situated to the other grievants. If the Union makes an information request in order to identify additional employees to include in a group grievance and the Employer is unable to respond before the Step 2 meeting, the meeting will be postponed.

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

1 day falls on a Saturday, Sunday or holiday, the last day will be the next day
2 which is not a Saturday, Sunday or holiday. Transmittal of grievances,
3 appeals and responses will be in writing.

4 D. Failure to Meet Timelines

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

9 E. Contents

10 The written grievance must include the following information:

- 11 1. A statement of the pertinent facts surrounding the nature of the
12 grievance;
- 13 2. The date upon which the incident occurred;
- 14 3. The specific article and section of the Agreement violated;
- 15 4. The steps taken to informally resolve the grievance and the
16 individuals involved in the attempted resolution;
- 17 5. The specific remedy requested;
- 18 6. The name of the grievant; and
- 19 7. The name of the Union representative.

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

24 F. Modifications

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

3 G. Resolution

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

7 H. Withdrawal

8 A grievance may be withdrawn at any time.

9 I. Resubmission

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

11 J. Pay

12 Grievant(s) and designated Union Representatives will be allowed
13 reasonable release time to attend grievance meetings.

14 K. Group Grievances

15 No more than five (5) grievants and two (2) Union Representatives, unless
16 agreed otherwise, will be permitted to attend a single grievance meeting.

17 L. Consolidation

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

20 M. Bypass

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

23 N. Grievance Files

24 Written grievances and responses will be maintained separately from the
25 personnel files of the employees. Should the Employer determine that the
26 separately maintained grievance file is responsive to a request pursuant to

1 RCW 42.56, it will provide a minimum of ten (10) days notice to the Union
2 and the grievant prior to release.

3 O. Mentoring

4 With the agreement of the Employer, Union Representatives will be
5 allowed to observe a Management-scheduled grievance meeting for the
6 purpose of mentoring and training. The Employer will approve exchange
7 time, vacation leave or leave without pay for the Union Representatives to
8 attend the meeting.

9 **x.3 Filing and Processing**

10 A. Filing and Informal Resolution Period

11 A grievance must be filed within twenty-eight (28) days of the occurrence
12 giving rise to the grievance or the date the grievant knew or could
13 reasonably have known of the occurrence. This twenty-eight (28) day
14 period will be used to attempt to informally resolve the dispute.

15 B. Processing

16 **Step 1 –Appointing Authority or Designee:**

17 If the issue is not resolved informally, the Union may present a written
18 grievance to the Appointing Authority or designee with a copy to the AGO’s
19 Human Resources Office within the twenty-eight (28) day period described
20 above. The Appointing Authority or designee will meet or confer by
21 telephone with a Union Representative and the grievant within fifteen (15)
22 days of receipt of the grievance, and will respond in writing to the Union
23 within fifteen (15) days after the meeting.

24 **Step 2 – Chief Deputy or Designee:**

25 If the grievance is not resolved at Step 1, the Union may move it to Step 2
26 by filing it with the Chief Deputy, with a copy to the AGO’s Human
27 Resources Office, within fifteen (15) days of the Union’s receipt of the Step
28 1 decision. The Chief Deputy or designee will meet or confer by telephone

1 with a Union Representative and the grievant within fifteen (15) days of
2 receipt of the appeal, and will respond in writing to the Union within fifteen
3 (15) days after the meeting.

4 **Step 3 –Pre-Arbitration Review Meetings:**

5 If the grievance is not resolved at Step 2, the Union may request a
6 pre-arbitration review meeting by filing the written grievance
7 including a copy of all previous responses and supporting
8 documentation with the LRS at labor.relations@ofm.wa.gov with a
9 copy to the AGO’s Human Resource Office within thirty (30) days
10 of the Union’s receipt of the Step 2 decision.

11 Within fifteen (15) days of the receipt of all the required
12 information, the LRS will discuss with the Union whether a pre-
13 arbitration review meeting will be scheduled with the LRS, an AGO
14 representative, and the Union’s staff representative to review and
15 attempt to settle the dispute. If the parties are unable to reach
16 agreement to conduct a meeting, the LRS will notify the Union in
17 writing that no pre-arbitration review meeting will be scheduled. If
18 the parties agree to conduct a meeting, within thirty (30) days of
19 receipt of the request, a pre-arbitration review meeting will be
20 scheduled. The meeting will be conducted at a mutually agreeable
21 time.

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

1 **Step 4 – Arbitration:**

2 If the grievance is not resolved at Step 3, or the LRS notifies the Union in
3 writing that no pre-arbitration review meeting will be scheduled, the Union
4 may file a request for arbitration. The demand to arbitrate the dispute must
5 be filed with the American Arbitration Association (AAA) within thirty (30)
6 days of the pre-arbitration review meeting or receipt of the notice that no
7 pre-arbitration review meeting will be scheduled.

8 C. Selecting an Arbitrator

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

12 D. Authority of the Arbitrator

13 1. The arbitrator will:

- 14 a. Have no authority to rule contrary to, add to, subtract from,
15 or modify any of the provisions of this Agreement;
- 16 b. Be limited in their decision to the grievance issue(s) set forth
17 in the original written grievance unless the parties agree to
18 modify it;
- 19 c. Not make any award that provides an employee with
20 compensation greater than would have resulted had there
21 been no violation of this Agreement;
- 22 d. Not have the authority to order the Employer to modify their
23 staffing levels or to direct staff to work overtime.

24 2. The arbitrator will hear arguments on and decide issues of
25 arbitrability before the first day of arbitration at a time convenient
26 for the parties, through written briefs, immediately prior to hearing
27 the case on its merits, or as part of the entire hearing and decision-

1 making process. If the issue of arbitrability is argued prior to the first
2 day of arbitration, it may be argued in writing or by telephone, at the
3 discretion of the arbitrator. Although the decision may be made
4 orally, it will be put in writing and provided to the parties.

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

7 E. Arbitration Costs

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

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

14 3. If either party desires a record of the arbitration, a court reporter may
15 be used. If that party purchases a transcript, a copy will be provided
16 to the arbitrator free of charge. If the other party desires a copy of
17 the transcript, it will pay for half of the costs of the fee for the court
18 reporter, the original transcript and a copy. Should the Employer
19 determine that the record of the arbitration is responsive to a request
20 pursuant to RCW 42.56, it will provide a minimum of ten (10) days
21 notice to the Union and the grievant prior to release.

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

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

4 **x.4 Vesting Clause**

5 Grievances filed during the term of this Agreement will be processed to completion
6 in accordance with the provisions during the same term of this Agreement.

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TENTATIVE AGREEMENT REACHED

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For the Union:

For the Employer:

DATE

DATE

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LEANNE KUNZE

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1 **ARTICLE X**

2 **MAINTENANCE OF TERMS AND MANDATORY SUBJECTS**

3 **x.1** This Agreement supersedes specific provisions of AGO policies with which it
4 conflicts; otherwise, employees remain subject to policies in effect during the term
5 of this agreement. The Employer will satisfy its collective bargaining obligation
6 before making a change with respect to a matter that is a mandatory subject of
7 bargaining.

8 **x.2** During the negotiations of the Agreement, each party had the right and opportunity
9 to make demands and proposals with respect to any subject or matter appropriate
10 for collective bargaining. Therefore, each party voluntarily and unqualifiedly
11 waives the right and will not be obligated to bargain collectively, during the term
12 of this Agreement, with respect to any subject or matter referred to or covered in
13 this Agreement. Nothing herein will be construed as a waiver of the Union's
14 collective bargaining rights with respect to matters that are mandatory subjects
15 under the law.

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17 **TENTATIVE AGREEMENT REACHED**

18 **For the Union:**

For the Employer:

DATE

DATE

19 **LEANNE KUNZE**

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ARTICLE X

UNION ACTIVITIES

x.1 Union Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office. The Union will maintain the list.
2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.
4. Union Representatives must provide notice to their supervisor to prepare for and/or attend any meeting during their work hours. All notices must include the approximate amount of time the Union Representative expects the activity to take. Time spent preparing for, traveling to and from, and attending meetings during the Union Representative's non-work hours will not be considered as time worked. Union Representatives will record time spent on union activities in accordance with AGO policy and practice, using the AGO Timekeeping system. Timekeeping codes to facilitate these records will be provided by the AGO. If the amount of time a Union Representative spends performing representational activities is unduly affecting their ability to accomplish assigned duties, the Employer will not continue to release the employee and the Union will be notified.

1 5. Union Representatives may not use state vehicles to travel to and
2 from a work site in order to perform representation activities, unless
3 authorized by the AGO.

4 B. Access

5 1. Union representatives may have access to the Employer's offices or
6 facilities in accordance with agency policy to carry out
7 representational activities.

8 2. The representatives will notify AGO Human Resources prior to their
9 arrival and will not interrupt the normal operations of the AGO.

10 3. Union representatives and bargaining unit employees may also meet
11 in non-work areas during the employee's meal periods and rest
12 periods and before and after their normal work hours.

13 **x.2 Use of State Facilities, Resources and Equipment**

14 A. Meeting Space and Facilities

15 The Employer's offices and facilities may be used by the Union to hold
16 meetings, subject to the agency's policy, availability of the space and with
17 prior authorization of the Employer.

18 B. Supplies and Equipment

19 The Union and employees covered by this Agreement will not use state-
20 purchased supplies or equipment to conduct union business or
21 representational activities. This does not preclude the use of the telephone,
22 or similar devices that may be used for persons with disabilities, for
23 representational activities if there is no cost to the Employer, the call is brief
24 in duration and it does not disrupt or distract from AGO business.

25 C. Electronic Communications

26 The Union and employees covered by this Agreement will not use state-
27 owned or operated electronic communications to communicate with one

1 another for Union or non-work purposes, except as provided in this
2 agreement. Employees may use state operated e-mail to request union
3 representation. Union Representatives may use state owned/operated
4 equipment to communicate with the affected employees and/or the
5 Employer for the exclusive purpose of administration of this Agreement.
6 Such use will:

- 7 1. Result in little or no cost to the Employer;
- 8 2. Be brief in duration and frequency;
- 9 3. Not interfere with the performance of their official duties;
- 10 4. Not distract from the conduct of state business;
- 11 5. Not disrupt other state employees and not obligate other employees
12 to make a personal use of state resources;
- 13 6. Not compromise the security or integrity of state information or
14 software; and
- 15 7. Not include general communication and/or solicitation with
16 employees.

17 The Union and its Union Representatives will not use the above referenced
18 state equipment for union organizing, internal union business, advocating
19 for or against the Union in an election or any other purpose prohibited by
20 the Executive Ethics Board. Communication that occurs over state-owned
21 equipment is the property of the Employer and may be subject to public
22 disclosure.

23 **x.3 Information Requests**

- 24 A. The Employer agrees to provide the Union, upon written request, access to
25 materials and information necessary for the Union to fulfill its statutory
26 responsibility to administer this Agreement. All union information requests

1 will be clearly labeled as such and will be sent to the AGO Human
2 Resources Office with a copy to the OFM LRS at
3 labor.relations@ofm.wa.gov.

4 B. The Employer will acknowledge receipt of the information request and will
5 provide the union with a date by which the information is anticipated to be
6 provided.

7 C. When the Union submits a request for information that the Employer
8 believes is unclear or unreasonable, or which requires the creation or
9 compilation of a report, the Employer will contact the Union staff
10 representative and the parties will discuss the relevance, necessity and costs
11 associated with the request and the amount the Union will pay for receipt of
12 the information.

13 **x.4 AGO Policies**

14 The Employer will provide to the Union any new human resources related policies
15 affecting represented employees or updates to existing human resource related
16 policies affecting represented employees during the term of the Agreement.

17 **x.5 Distribution of Material**

18 An employee will have access to their work site for the purpose of distributing
19 information to other bargaining unit employees provided:

20 A. The employee is off-duty;

21 B. The distribution does not disrupt the Employer's operation; and

22 C. The distribution will normally occur via desk drops or mailboxes, as
23 determined by the Employer. In those cases where circumstances do not
24 permit distribution by those methods, alternative areas such as newsstands,
25 lunchrooms, break rooms and/or other areas mutually agreed upon will be
26 used.

1 D. The employee must notify the Employer in advance of their intent to
2 distribute information.

3 E. Distribution will not occur more than twice per month, unless agreed to in
4 advance by the Employer.

5 **x.6 Access To New Employee Orientation**

6 Within ninety (90) days of a new employee's start date in a Union bargaining unit
7 position, the Employer will provide access to the employee during the employee's
8 regular work hours to present information about the Union. This access will be
9 provided on the newly-hired employee's work time, at the employee's regular
10 worksite, or at a location mutually agreed to by the Employer and the Union and
11 will be for no less than thirty (30) minutes. Union meetings with new employees
12 will include only the new bargaining unit employees and union representatives
13 unless mutually agreed otherwise. The Union Representative will also remain in
14 paid status when the orientation is done in a group setting; a Representative
15 providing Union orientation in individual meetings will be in non-work status.
16 Management employees will remain strictly neutral regarding attendance at the
17 meetings and their content. No employee will be required to attend the meetings
18 or presentations given by the Union.

19 **TENTATIVE AGREEMENT REACHED**

20 **FOR THE UNION:**

FOR THE EMPLOYER:

21 _____

22 **DATE**

DATE

23 **LEANNE KUNZE**

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ARTICLE X

UNION DEDUCTIONS AND STATUS REPORTS

x.1 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 representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

x.2 Union Deduction

- A. Within thirty (30) calendar days from when the Union provides written notice of employee’s authorization for deduction in accordance with the terms and conditions of their signed membership card, the Employer will deduct from the employee’s salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the 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, the Union will provide the Office of Financial Management/State Human Resources, Labor Relations Section the percentage and maximum dues to be deducted from the employee’s salary.

x.3 Voluntary Deductions

- A. PEOPLE
 - 1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing 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

1 remit electronically, on each state payday, any deductions made to
2 the Union together with an electronic report showing:

- 3 a. Employee name;
- 4 b. Personnel number;
- 5 c. Amount deducted; and
- 6 d. Deduction code.

7 2. The parties agree this section satisfies the Employer's obligations
8 and provides for the deduction authorized under [RCW 41.04.230](#).

9 **B. Trustmark Universal Life Insurance with Long Term Care**

10 The Employer agrees to deduct from the wages of an employee who is a
11 member of the Union deductions for the Trustmark Universal Life
12 Insurance with Long Term Care. Written authorizations must be provided.
13 Authorizations may be revoked by the employee at any time by giving
14 written notice to the Employer. The Employer agrees to remit electronically,
15 on each state payday, any deductions made to Trustmark together with an
16 electronic report showing:

- 17 1. Employee name;
- 18 2. Personnel number;
- 19 3. Amount deducted; and
- 20 4. Deduction code.

21 **x.4 Status Reports**

22 A. No later than the tenth (10th) and twenty-fifth (25th) of each month, the
23 Employer will provide the Union with a report in an electronic format of
24 the following data, if maintained by the Employer, for employees in the
25 bargaining unit:

- 26 1. Personnel number;
- 27 2. Employee name;
- 28 3. Mailing address;

- 1 4. Personnel area code and title;
- 2 5. Organization unit code, abbreviation and title;
- 3 6. Work county code and title;
- 4 7. Work location street (if available);
- 5 8. Work location city (if available);
- 6 9. Work phone number;
- 7 10. Work e-mail address (if available);
- 8 11. Employee group;
- 9 12. Job class code and title;
- 10 13. Appointment date;
- 11 14. Bargaining unit code and title;
- 12 15. Position number;
- 13 16. Pay scale group;
- 14 17. Pay scale level;
- 15 18. Employment percent;
- 16 19. Seniority date;
- 17 20. Separation date;
- 18 21. Special pay code;
- 19 22. Total salary from which union dues is calculated;
- 20 23. Deduction wage type;
- 21 24. Deduction amount;
- 22 25. Overtime eligibility designation;
- 23 26. Retirement benefit plan; and
- 24 27. Action reason, title, and effective date (including entering or leaving
25 the bargaining unit and starting or stopping dues).
- 26 B. Information provided pursuant to this Section will be maintained by the
27 Union in confidence according to the law.
- 28 C. The Union will indemnify the Employer for any violations of employee
29 privacy committed by the Union pursuant to this Section.

1 **x.5 Revocation**

2 An employee may revoke their authorization for payroll deduction of payments to
3 the Union by written request to the Union in accordance with the terms and
4 conditions of their signed membership card. Upon receipt by the Employer of
5 confirmation from the Union that the terms of the employee's authorization for
6 payroll deduction revocation have been met, every effort will be made to end the
7 deduction effective on the first payroll, and not later than the second payroll.

8 **x.6 Indemnification**

9 The Union agrees to indemnify and hold the Employer harmless from all claims,
10 demands, suits or other forms of liability that arise against the Employer for or
11 because of compliance with this Article and any and all issues related to the
12 deduction of dues or fees.

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14 **TENTATIVE AGREEMENT REACHED**

15 **For the Union:**

For the Employer:

DATE

DATE

16 **LEANNE KUNZE**

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ARTICLE X
UNION MANAGEMENT COMMUNICATION COMMITTEES

- X.1** 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.
- X.2** A statewide union-management communication committee will be established within sixty days (60) days of executing this Agreement. The statewide committee will be composed of up to eight (8) representatives selected by the Union and up to eight (8) Employer representatives. Committee meetings will be conducted at least quarterly, unless agreed otherwise.
- X.3** 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. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare for, travel to, and attend union management communication committee meetings.
- X.4** Union-designated 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 or considered as time worked. The Union is responsible for paying any travel or per diem expenses of Union-designated employee representatives. Union-designated employee representatives may not use state vehicles to travel to and from a union management communication committee meeting, unless authorized by the AGO for business reasons.
- X.5** All committee meetings will be scheduled on mutually acceptable dates and times.

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TENTATIVE AGREEMENT REACHED

FOR THE UNION:

FOR THE EMPLOYER:

DATE

DATE

LEANNE KUNZE

DIANE LUTZ

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ARTICLE X
COMPENSATION

x.1 Assistant Attorney General Salary Range Assignments

A. Effective July 1, 2020, each position represented by the Union will be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG, or Deputy Solicitor General) that corresponds with their appointment.

B. Determination of Base Salary

At the time of implementation employees will receive the scheduled July 1, 2020 three percent (3%) general wage increase. This amount will be the base salary for the purposes of placement on the salary schedule

C. Implementation of the AAG Salary Schedule

After determining base salary above, employees will be placed on a step of their salary range as follows:

- i. Employees will be assigned to the step on their salary range nearest to, but no less than, their base salary, except that no employee will be placed higher than the maximum step on their salary range.
- ii. If the employee's base salary exceeds the maximum amount of the salary range for the position, the employee will continue to be compensated at the base salary until such time as the employee's salary falls within the salary range.

x.2 Annual Increases

A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. For employees hired prior to July 1, 2020, the annual increase date will be

1 established based upon the employee's initial hire date into the AGO. For
2 employees hired on or after July 1, 2020, the employee's annual increase
3 date will be the initial hire date into an AAG position, referred to in the
4 payroll system as the AAG Hire Date.

5 B. Employees placed at the step that corresponds to their law school
6 graduation year will receive a one (1) step increase to base salary annually
7 on their annual increase date until they reach the top step of the salary
8 range.

9
10 C. Employees placed at a step in their salary range lower than the step that
11 corresponds to their law school graduation year, will receive a two (2) step
12 increase on their annual increase date until they reach the step that
13 corresponds to their law school graduation year cohort. Thereafter, they
14 will receive a one (1) step increase as in Subsection x.2 B.

15
16 D. Employees will not receive a step increase on their annual increase date if
17 their current step exceeds the step that corresponds to years since law
18 school graduation.

19
20 E. Employees who are not eligible to receive an annual increase during the
21 term of this agreement will receive a lump sum payment on July 1, 2020
22 of one thousand five hundred dollars (\$1,500.00). This payment will be
23 treated as wages.

24
25 **x.3 Salary Placement/Adjustments**

26 A. New hires will be placed on the salary schedule according to their law
27 school graduation year. The employer may increase placement for
28 recruitment reasons.

1 B. The Employer may increase an employee’s step within the salary range to
2 address issues related to recruitment or retention. The Employer will inform
3 the union in writing when such recruitment and/or retention increases are
4 granted. Such an increase may not result in a salary greater than the
5 maximum step of the salary range.

6 **x.4 Adjustment for Change in Assignment**

7 A. Employees appointed to a higher salary range:

8 The employee will be placed on the appropriate range of the salary schedule
9 at the same step they were assigned in their previous range. If the
10 employee’s salary exceeds the new range, the employee will retain their
11 salary upon appointment to the new position.

12 B. Employees appointed to a lower salary range:

13 The employee will be placed on the appropriate range of the salary schedule
14 at the same step they were assigned in their previous range. If the
15 employee’s salary exceeded the previous range and the employee has no
16 assigned step, the employee’s new salary will be reduced by the appropriate
17 range differential between their old salary range and new salary range. The
18 range differential between the AAG Range and the Managing AAG Range
19 is five percent (5%). The range differential between the AAG Range and
20 the Deputy Solicitor General Range is ten percent (10%). The range
21 differential between the Managing AAG Range and the Deputy Solicitor
22 General Range is five percent (5%).

23
24 **x.5 Part-Time Employment**

25 Monthly compensation for part-time employment will be pro-rated based on the
26 ratio of hours worked to hours required for full-time employment.

1 **x.6 King County Premium Pay**

2 Employees assigned to a permanent duty station in King County will receive five
3 percent (5%) premium pay calculated from their base salary. When an employee is
4 no longer permanently assigned to a King County duty station they will not be
5 eligible for this premium pay.

6 **x.7 Acting Pay for Performing the Duties of a Division Chief**

7 Employees who are temporarily assigned the full scope of duties and
8 responsibilities of a Division Chief for more than thirty (30) calendar days will be
9 notified in writing and will be paid an additional seven hundred and fifty dollars
10 (\$750) per month. The increase will become effective on the first day the employee
11 was performing the higher- level duties.

12 **x.8 Bar Association Dues**

13 The AGO agrees to pay the annual state bar license dues to the Washington State
14 Bar Association (WSBA) for each eligible assistant attorney general covered by
15 this agreement, except for the Client Protection Fund fee and the WSBA lobbying
16 expenditures. Employees have been and will continue to be responsible for these
17 fees. Employees are eligible if they are employed with the AGO on or before
18 January 31 each year, except for employees who terminate their service in the
19 month of January.

20 Employees who begin their employment with the AGO between January 1 and
21 January 31 are eligible for a reimbursement from the AGO for their annual bar dues,
22 but must pay their dues directly to the WSBA.

23 The AGP agrees to pay the annual state bar dues to the Washington State Bar
24 Association for employees hired through the Honor Program in the year they pass.

1 **x.9 Salary Overpayment Recovery**

2 A. When the AGP has determined that an employee has been overpaid wages,
3 the AGO will provide written notice to the employee, which will include
4 the following items:

- 5 1. The amount of the overpayment,
- 6 2. The basis for the claim, and
- 7 3. The rights of the employee under the terms of this Agreement.

8 B. Method of Payback

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

- 11 a. Voluntary wage deduction
- 12 b. Cash
- 13 c. Check

14 2. The employee will have the option to repay the overpayment over a
15 period of time equal to the number of pay periods during which the
16 overpayment was made, unless a longer period is agreed to by the
17 employee and the AGO. The payroll deduction to repay the
18 overpayment shall not exceed five percent (5%) of the employee's
19 disposable earnings in a pay period. However, the AGO and
20 employee can agree to an amount that is more than the five
21 percent (5%).

22 3. If the employee fails to choose one of the three options described
23 above, within the timeframe specified in the AGO's written notice
24 of overpayment, the AGO will deduct the overpayment owed from
25 the employee's wages. This overpayment recovery will take place
26 over a period of time equal to the number of pay periods during
27 which the overpayment was made.

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

3 C. Appeal Rights

4 Any dispute concerning the occurrence or amount of the overpayment will
5 be resolved through the grievance procedure in [Article XX](#), Grievance
6 Procedure, of this Agreement.

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TENTATIVE AGREEMENT REACHED

10 **For the Union:**

For the Employer:

DATE

DATE

11 **LEANNE KUNZE**

DIANE LUTZ

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ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

x.1 A. For the 2019-2021 biennium, the Employer will contribute an amount equal to eighty-five percent (85%) of the total weighted average of the projected medical premium for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). The projected medical premium is the weighted average across all plans, across all tiers.

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

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

Value-based benefits designs will:

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

C. Article 43.1 B will expire June 30, 2021.

x.2 A. The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

1 B. If the PEB Board authorizes stand-alone vision insurance coverage, then the
2 Employer will pay the entire premium costs for each bargaining unit
3 employee.

4 **x.3 Wellness**

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

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

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

25 **x.5 Medical Flexible Spending Arrangement**

26 A. During January 2020 and again in January 2021, the Employer will make
27 available two hundred fifty dollars (\$250) in a medical flexible spending
28 arrangement (FSA) account for each bargaining unit member represented

1 by a Union in the Coalition described in RCW 41.80.020(3), who meets the
2 criteria in Subsection 43.5 B below.

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

5 1. Is occupying a position that has an annual full-time equivalent base
6 salary of fifty thousand four dollars (\$50,004) or less on
7 November 1 of the year prior to the year the Employer FSA funds
8 are being made available; and

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

15 3. Hourly employees' annual base salary shall be the base hourly rate
16 multiplied by two thousand eighty-eight (2088).

17 4. Base salary excludes overtime, shift differential and all other
18 premiums or payments.

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

23 D. The provisions of the State's salary reduction plan will apply. In the event that a
24 federal tax that takes into account contributions to a FSA is imposed on PEBB
25 health plans, this provision will automatically terminate. The parties agree to meet
26 and negotiate over the termination of this benefit.

1 **THE PARTIES AGREE TO INCLUDE THIS ARTICLE IN THE FINAL AGREEMENT**

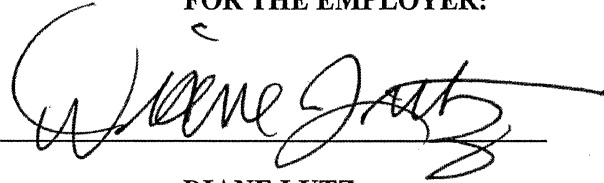
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3 **FOR THE UNION:**

FOR THE EMPLOYER:

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LEANNE KUNZE

DIANE LUTZ

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ARTICLE X
VOLUNTARY EMPLOYEES' BENEFICIARY ASSOCIATION

4

x.1 The Employer will provide to eligible employees covered by this Agreement a medical expense plan as authorized by [RCW 41.04.340](#). The medical expense plan must meet the requirements of the Internal Revenue Code.

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x.2 As a condition of participation, the medical expense plan provided shall require that each covered eligible employee sign an agreement with the Employer. The agreement shall include the following provisions:

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A. A provision to hold the Employer harmless should the United States government find that the Employer or the employee is indebted to the United States as a result of:

11

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1. The employee not paying income taxes due on the equivalent funds placed into the plan, or

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2. The Employer not withholding or deducting a tax, assessment, or other payment on funds placed into the plan as required by federal law.

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B. A provision to require each covered eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

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TENTATIVE AGREEMENT REACHED

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FOR THE UNION:

FOR THE EMPLOYER:

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DATE

DATE

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LEANNE KUNZE

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ARTICLE X
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.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:

DATE

DATE

LEANNE KUNZE

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ARTICLE X

DISTRIBUTION OF AGREEMENT

The Employer will post the Agreement on the Office of Financial Management’s (OFM’s) internet by the effective date of the Agreement or sixty (60) days after legislative approval, whichever is later. The AGO will post a link to the current Agreement on the AGO’s intranet home page after it is posted by OFM. The Employer will provide all employees with the link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time on state-purchased paper and state-owned equipment.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:

DATE

DATE

LEANNE KUNZE

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ARTICLE X
TERM OF AGREEMENT

- x.1** All provisions of this Agreement will become effective July 1, 2020, and will remain in full force and effect through June 30, 2021; however, in accordance with [RCW 41.80.090](#), if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of this Agreement will remain in effect for a period not to exceed one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.
- x.2** Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2020, and no later than January 31, 2020. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

TENTATIVE AGREEMENT REACHED

For the Union:

For the Employer:

DATE

DATE

LEANNE KUNZE

DIANE LUTZ

Appendix
Assistant Attorney General Salary Schedule

Effective July 1, 2020

*This schedule **reflects** the 3% general wage salary increase as of July 1, 2020.*

| Base Pay Range Step Numbers | Graduation Year | AAG Range | Managing AAG Range | Deputy Solicitor General Range |
|--|----------------------------|------------------|-------------------------------|---|
| Step 1 | 2020 | 69,396 | 72,864 | 76,332 |
| Step 2 | 2019 | 72,168 | 75,780 | 79,392 |
| Step 3 | 2018 | 75,060 | 78,816 | 82,560 |
| Step 4 | 2017 | 78,060 | 81,960 | 85,872 |
| Step 5 | 2016 | 81,180 | 85,248 | 89,304 |
| Step 6 | 2015 | 84,432 | 88,656 | 92,880 |
| Step 7 | 2014 | 87,804 | 92,196 | 96,588 |
| Step 8 | 2013 | 91,320 | 95,892 | 100,452 |
| Step 9 | 2012 | 94,980 | 99,720 | 104,472 |
| Step 10 | 2011 | 98,772 | 103,716 | 108,648 |
| Step 11 | 2010 | 102,720 | 107,856 | 112,992 |
| Step 12 | 2009 | 106,836 | 112,176 | 117,516 |
| Step 13 | 2008 | 111,108 | 116,664 | 122,220 |
| Step 14 | 2007 | 115,548 | 121,332 | 127,104 |
| Step 15 | 2006 | 120,168 | 126,180 | 132,192 |
| Step 16 | 2005 | 124,980 | 131,232 | 137,484 |
| Step 17 | 2004 | 129,984 | 136,476 | 142,980 |

Dated: September 27, 2019

For the Employer:

For the Union:

Diane Lutz, OFM/LR Section Chief

Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

In the 2020-2021 AWAAG Tentative Agreement the parties agreed to transition AAG compensation to a salary schedule. The salary schedule meets shared goals of predictability and transparency. Given the time constraints for negotiating the Tentative Agreement, the parties focused their discussions and agreement on the initial transition of attorneys to the schedule. The agreed-upon transition plan addresses placement on the schedule and initial progression intended to address variabilities in attorney pay.

The work required of assistant attorneys general varies in areas of practice, complexity and consequence, which can require different levels of skill and experience. This is further complicated by differences across divisions and across the state. The parties agree to explore potential metrics to be able to capture and appropriately compensate the unique skills and experience the attorneys bring to the office.

Dated: September 27, 2019

For the Employer:

For the Union:

Diane Lutz, OFM/LR Section Chief

Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The Employer agrees that it will not change an AGO policy without providing notice to the Union and fulfilling its bargaining obligation. This includes but is not limited to the following AGO policies:

- Affinity Groups
- Flexible Work Schedules
- Infants in the Workplace
- Telecommuting

The Employer will provide notice to the Union of the proposed policy change(s) at least two (2) days before the proposed change(s) are sent to all AGO employees for comment.

This MOU is effective on signature and expires on June 30, 2021.

Dated: September 27, 2019

For the Employer:

For the Union:

Diane Lutz, OFM/LR Section Chief

Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The AGO provides legal advice and representation for DCYF, supporting DCYF's mission to protect children from abuse and neglect, and to achieve timely permanency for foster children.

The ABA has recognized that a "caseload of over 60 cases is unmanageable" for attorneys serving a child welfare agency. A dependency "case" represents a family, which may include multiple children who have experienced abuse or neglect, and may include multiple parents; in addition, AAG caseloads typically include any associated termination or guardianship cases for that family. Caseloads often include appeals of orders entered in these cases. A juvenile litigation caseload usually includes all of the above.

The Union and the AGO have a shared interest in achieving manageable workloads for AAGs and staff, and agree to work collaboratively to continue the AGO's efforts to secure funding to achieve manageable caseloads, and to identify any other measures or practices to reduce workloads.

The parties agree to include Union representatives in efforts focused on reducing juvenile litigation caseloads, by agreeing to the following:

1. The Union may appoint four additional representatives from the bargaining unit to the Juvenile Litigation Monitoring workgroup, which meets twice a year specifically to review caseloads and trends, and to problem solve. The next meeting is October 23, 2019. Once the Union representatives are identified, Management will meet with them to brief them in advance of the meeting.
2. The Union representatives on the committee will have the same data access permissions as other committee members.
3. The Union and the AGO will conduct at least two interim meetings with those representatives, to discuss union ideas and suggestions, including the feasibility of implementing reasonable protected time parameters for work on juvenile litigation appeals. Suggestions will be brought to the larger group for discussion.

This MOU is effective on signature.

Dated: September 27, 2019

For the Employer:

For the Union:

Diane Lutz, OFM/LR Section Chief

Leanne Kunze, WFSE Deputy Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WFSE/ASSOCIATION OF WASHINGTON ASSISTANT ATTORNEYS GENERAL**

The Parties agree that the agenda of the initial meeting of the Statewide Union Management Communication Committee created in Article X of the 2020-2021 Collective Bargaining Agreement will include the formation of Regional UMCCs.

Dated: September 27, 2019

For the Employer:

For the Union:

Diane Lutz, OFM/LR Section Chief

Leanne Kunze, WFSE Deputy Director