

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. To that end, both parties are committed to the support and encouragement of diversity, equity and inclusion in a pro-equity anti-racism workplace environment. The Preamble is not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 1
UNION RECOGNITION

1.1 This Agreement covers the employees in the bargaining units described in Appendix A, titled “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, below.

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. With mutual agreement, Appendix A will be updated to reflect the PERC description and order number.

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For the Employer

For the Union

Scott Lyders 7/22/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 7/17/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 2
NON-DISCRIMINATION

~~*This article has been modified by an MOU effective January 1, 2026~~

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breast/chestfeeding parent, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking or a hate crime, citizenship, immigration status 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-eight (28) 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.

1 **2.5 Diversity, Equity, and Inclusion**

2 The Employer, the Union and its members value, support and encourage diversity,
3 equity and inclusion.

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ARTICLE 3
BID SYSTEM

*The provisions of this Article do not apply to the Department of Corrections, see addendum A.

3.1 Applicability

A. This Article applies only to staff employed at the Department of Veterans Affairs (DVA), and who work in positions that may require relief or coverage. This Article also applies to employees at an institution in the Department of Social and Health Services (DSHS), the Department of Children, Youth, and Families (DCYF), the School for the Blind (WSSB), Center for Deaf and Hard of Hearing Youth (CDHY), Washington State Lottery (LOT), ([Section 3.11](#) only), Department of Agriculture (WSDA), ([Section 3.12](#) only) and the Washington State Patrol (WSP) (Section 3.13 only). For purposes of this Article, the Special Commitment Center (SCC) and the Secure Community Transition Facilities (SCTF) within the Department of Social and Health Services (DSHS) will be considered one (1) institution.

B. This Article does not apply to the filling of non-permanent, on-call, project or, except at the WSSB and the CDHY, career seasonal positions.

C. 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 bid between SOLA homes located in the same county where their position is permanently assigned.

- The Appointing Authority or Designee may reassign an employee within the first sixty (60) calendar days after the bid process placement into a position if a client expresses concerns working with that staff member. The concerns and any attempts to resolve the concerns will be documented and presented to the Director of State Operated Community Residential (SOCR). No reassignment will occur without the approval of the Director of SOCR. This type of reassignment will not be documented as or characterized as a disciplinary action. If an employee is reassigned, as described in this Subsection, the employee will not be prohibited from bidding to other locations.
- Reassignment from a bid position under [Article 3.10](#), occurring within the first sixty (60) calendar days as described above, is not subject to the grievance procedure in [Article 29](#) when the reassignment is based on client need or choice.

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 and 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 they currently hold permanent status or to a lower classification in which they have previously held status.

C. Position

A particular combination of shifts and days off, except for the DSHS and DVA. In DSHS and DVA, a position is defined as a particular combination of shift, days off and location. Within institutions at DSHS and DCYF, 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 and DVA, 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 and DVA, location) does not currently exist. The agencies will use electronic and/or hard copy methods for notification, which shall include email notifications to eligible employees.

1 **3.6 Vacancy**

2 For purposes of this Article, a vacancy occurs when:

3 A. An employee notifies management, in writing, that they intend to vacate
4 their position; or

5 B. Management notifies an employee, in writing, that the employee will be
6 removed from their position.

7 **3.7 Awarding a Bid**

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

15 **3.8 Commitment Following an Award or Refusal of a Bid**

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

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

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

3 **3.9** Whenever there is need for a major change in residential settings such as
4 elimination of positions or major changes to shifts or assignments, the Union and
5 the Employer may agree to suspend the procedure described in [Sections 3.3](#) through
6 [3.6](#) and [3.8](#) above and allow all employees to bid on positions, which will be filled
7 in accordance with the procedures in [Section 3.7](#) of this Article.

8 **3.10 Reassignment from a Bid Position**

9 Nothing in this Article will preclude management from reassigning an employee
10 from their bid position to another position on a different shift or to a position with
11 different days off, provided the employee is notified, in writing, of the reason(s) for
12 the reassignment. A copy of the notice will be sent to the Union.

13 **3.11 Washington State Lottery**

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

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

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

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

4 **3.12 Department of Agriculture – Grain Inspection Program**

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

11 This Section does not apply to employees in an inspector in-training series.

12 **3.13 Washington State Patrol – Fingerprint Technicians, Leads and Supervisors**

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

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For the Employer

Scott Lyders 8/26/26

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Policy Section

For the Union

Amy M. Spiegel 8/25/2026

Amy Spiegel, Director of Negotiations
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ARTICLE 4
HIRING AND APPOINTMENTS

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

*The provisions of this Article do not apply to Department of Social and Health Services WMS employees, see addendum BA.

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.

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

4.2 Recruitment and Application Process

Agencies will determine the recruitment process used to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days and will ~~specify~~include whether the position may be eligible for telework in accordance with agency policy. the represented status of the position along with a link to this agreement, the salary range and a list of benefits. One (1) recruitment announcement may be used to fill multiple open positions. A recruitment announcement may also be used to fill positions in addition to those listed in the recruitment announcement if the recruitment announcement includes a statement indicating that intent at the initial time of posting. Once all the position(s) from the recruitment announcement are filled, the recruitment announcement may only be used to fill additional open positions for the next sixty (60) days. An agency may accept applications/recruit through the Department of Enterprise Services' online recruiting system, agency electronic process, and/or paper applications as indicated on the recruitment announcement. In addition, agencies may use their intranet to post positions. Agencies that use the Department of Enterprise Services' online recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

4.3 ~~Transfers~~Movement – Permanent Employees

A. Within an Agency

1. Prior to certifying candidates for vacancies in accordance with [Section 4.1](#), an Appointing Authority will review all requests ~~for~~and ~~may grant~~ an administrative transfer, voluntary demotion or elevation within an agency as long as the permanent employee has demonstrated or been assessed to have the skills, ~~and~~ abilities and required qualifications that are necessary to perform the duties of the position.

2. Employees desiring a transfer, voluntary demotion or elevation may initiate a request in writing to their agency human resources office, or for DSHS, to the appropriate Appointing Authority.

3. The most senior employee's transfer request will be granted, provided: Appointing authorities will consider these individuals for an opening;

a. The employee holds or has held permanent status in the job classification; and,

b. There are no disciplinary actions in their personnel file within the past 36 months and no current performance issues are being addressed as documented. in the employee's supervisory file; and,

c. The employee is not currently under investigation; and,

d. The employee has not been offered more than 3 times or granted previous internal movement within the past twelve (12) months; and,

4. Internal transfer Movement requests will be purged twice yearly on June 30 and December 31.

4. ~~Candidates interviewed will be notified of the hiring decision.~~

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

6. This Subsection does not apply to non-permanent, on-call, or project positions or those positions that have a required bid system established in accordance with [Article 3](#), Bid System, unless the position remains vacant after the completion of the bid process.

1 76. In addition, employees who are interested in a transfer, voluntary
2 demotion or elevation within an agency may also apply in
3 accordance with the processes outlined in [Section 4.2](#), above.

4 8. This Subsection will expire on June 30, 2029.

5 **4.4 Movement – Permanent Employees**

6 A. Within an Agency

7 1. Prior to certifying candidates for vacancies in accordance with
8 Subsection 4.1, and after processing any seniority based transfers
9 under Subsection 4.3, an Appointing Authority may grant an
10 administrative transfer, voluntary demotion or elevation within an
11 agency as long as the permanent employee has the skills and abilities
12 required to perform the duties of the position.

13
14 2. Employees desiring a transfer, voluntary demotion or elevation may
15 initiate a request in writing to their agency human resources office,
16 or for DSHS, to the appropriate Appointing Authority.

17
18 3. Appointing authorities will consider these individuals for an
19 opening. Movement requests will be purged twice yearly on June
20 30 and December 31.

21
22 4. Candidates interviewed will be notified of the hiring decision.

23
24 5. This Subsection does not apply to those positions that have a
25 required bid system established in accordance with Article 3, Bid
26 System unless the position remains vacant after completion of the
27 bid process.
28

6. In addition, employees who are interested in a transfer, voluntary demotion or elevation within an agency may also apply in accordance with the processes outlined in Section 4.2, above.

B. Outside the Agency

1. Prior to certifying candidates for vacancies in accordance with [Section 4.1](#), an Appointing Authority 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 to perform the duties of a position.

2. Employees transferring, demoting or elevating 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.

3. 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 their eligibility expires or they have been rehired.

4. An employee who is separated during their 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](#), Grievance Procedure.

4.54 Permanent Status

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

4.65 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of a layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee, ~~or~~ to reduce the effects of a hiring freeze, or with mutual agreement of the parties. The use of short breaks in service and/or multiple, consecutive non-permanent appointments to circumvent the twelve (12) month limit is prohibited without mutual agreement of the parties. 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 their agency will have the right to return to their prior permanent position in the agency or to a position in the permanent classification they left at the completion of the non-permanent appointment; provided 1) the employee has not left the original non-permanent appointment, or 2) multiple non-permanent appointments have not exceeded a total of twelve (12) months, unless the original Appointing Authority agrees otherwise. Employees who are accepting a non-permanent appointment will be notified of their return rights within their appointment letter.

An employee with permanent status may accept a non-permanent appointment to another agency. At least fourteen (14) calendar days prior

1 to accepting the appointment, the employee must notify their current
2 Appointing Authority of the intent to accept a non-permanent appointment.
3 Upon notification of the employee's intent, the employee's permanent
4 agency will notify the employee, in writing, of any return rights to the
5 agency and the duration of those return rights. At a minimum, the agency
6 must provide the employee access to the agency's internal layoff list.

7 3. The Employer may convert a non-permanent appointment into a
8 permanent appointment if the Employer used a competitive process
9 to fill the non-permanent appointment or if the non-permanent
10 appointment was filled using a veteran placement program. In such
11 circumstances the employee will serve a probationary or trial service
12 period. The Employer must follow [Article 3](#), Bid System or appoint
13 an internal layoff candidate, if one exists, before converting an
14 employee from a non-permanent appointment to a permanent
15 appointment.

16 4. Time spent in the non-permanent appointment will count towards
17 the probationary or trial service period if the employee and the
18 employee's position is converted from a non-permanent
19 appointment to a permanent appointment in accordance with
20 [Subsection 3](#) above.

21 5. Time spent in the non-permanent appointment may count towards
22 the probationary or trial service period for the permanent position
23 within the same job classification. When non-permanent time is not
24 counted towards the probationary or trial service period, the
25 reason(s) will be provided to the employee in writing.

26 6. The Employer may end a non-permanent appointment at any time
27 by giving one (1) working day's notice to the employee. If an
28 employee is terminated for misconduct and the misconduct for

1 which the employee is terminated is documented in the personnel
2 file, just cause will apply.

3 7. Employment Security Department

4 In addition to [Section 4.5 A.1](#) above, non-permanent appointments
5 may be made during periods of economic downturn. Such
6 appointments may exceed twelve (12) months. For the purposes of
7 this Subsection:

8 a. An economic downturn begins when the average
9 seasonally adjusted total unemployment (SATUR)
10 equals or exceeds six and a half percent (6.5%) for
11 the past three months and the SATUR is at least one
12 hundred and ten percent (110%) of the average in
13 either or both of the corresponding three (3) month
14 periods in the two (2) prior calendar years.

15 b. The economic downturn ends when the SATUR falls
16 below six and a half percent (6.5%) for the past three
17 months; and the SATUR is less than one hundred and
18 ten percent (110%) of the average in either or both of
19 the corresponding three (3) month periods in the two
20 (2) prior calendar years.

21 c. Non-permanent appointments in place when the
22 economic downturn begins, and non-permanent
23 appointments made during the economic downturn,
24 may be extended up to twelve (12) months after the
25 economic downturn ends.

26 d. When an economic downturn has begun as defined
27 above and ESD determines this Subsection will need

1 to be implemented, ESD will provide written notice
2 to the Union.

3 B. On-Call Employment

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

10 C. In-Training Employment

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

- 16 a. The title of the goal class of the in-training plan.
- 17 b. The duties and responsibilities of the goal class.
- 18 c. The job classes that will be used to reach the goal class.
- 19 d. The skills and abilities that must be acquired by the
20 employee while in-training to the goal class.

21 The training plan may include any of the following components:

- 22 e. On-the job training;
- 23 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-five~~ (+5) 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-five~~ (+5) working day's notice. The employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsections 4.6 \(B\)\(4\) and 4.6 \(B\)\(5\)](#) of this Article.

1 4. A trial service period may be required for each level of the in-
2 training appointment, or the entire in-training appointment may be
3 designated as the trial service period. The trial service period and in-
4 training program will run concurrently. The Employer will
5 determine the length of the trial service period(s) to be served by an
6 employee in an in-training appointment, however the cumulative
7 total of the trial service periods for the entire in-training appointment
8 will not exceed thirty-six (36) months. The appointment letter will
9 inform the employee of how the trial service period(s) will be
10 applied during the in-training appointment.

11 a. Within the Division of Vocational Rehabilitation at DSHS,
12 the maximum trial service for Vocational Rehabilitation
13 Counselors may be extended up to forty-eight (48) months
14 with mutual agreement, and solely for the purpose of
15 completing the educational requirements of the position. In
16 the event the trial service period is extended for this purpose,
17 the trial service period will be complete upon completion of
18 the educational requirements or at forty-eight (48) months,
19 whichever is earlier.

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

24 6. If the entire in-training program—meaning all levels within the in-
25 training appointment is designated as a trial service period, the
26 employee will attain permanent status in the goal classification upon
27 successful completion of the training requirements and concurrent
28 trial service period for the entire in-training program. Every ninety
29 (90) days of the trial service period, the Employer will provide a

status report to the employee. The status report will provide the employee with an update of progress towards completion of the training requirements, and if necessary, offer remedial opportunities to assist in the successful completion of the trial service period.

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 who were appointed without a competitive process for transfer, voluntary demotion, or promotion to other project positions only. Project employees with permanent project status hired through a competitive process will be eligible under [Article 4.3](#) Movement – Permanent Employees, for transfer, voluntary demotion or promotion for project and non-project positions. Employees will

1 serve a trial service period upon transfer, voluntary demotion, or
2 promotion to a non-project position in a job classification that the
3 employees have not previously attained permanent status in.

4 4. For employees hired into a project position prior to July 1, 2013, the
5 Employer may convert a project appointment into a permanent
6 appointment and the employee will serve a probationary or trial
7 service period. For employees hired into a project position on or
8 after July 1, 2013, the Employer may convert a project appointment
9 into a permanent appointment if the Employer used a competitive
10 process to fill the project appointment. In such circumstances, the
11 employee will serve a probationary or trial service period.

12 5. The layoff and recall rights of project employees will be in
13 accordance with the provisions in [Article 34](#), Layoff and Recall.

14 E. Seasonal Career/Cyclic Employment

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

20 2. Upon completion of a six (6) or twelve (12) month probationary
21 period (in accordance with [Subsection 4.6](#) A below) completed in
22 consecutive seasons at the same agency, employees in seasonal
23 career employment will assume the rights of employees with
24 permanent status.

25 3. The layoff and recall rights of seasonal career employees will be in
26 accordance with the provisions in [Article 34](#), Layoff and Recall.

- 1 F. The designation of a position as non-permanent, on-call, in-training or
2 project, or the termination of a non-permanent, on-call, in-training or
3 project appointment is not subject to the grievance procedure in [Article 29](#),
4 Grievance Procedure.

5 **4.76 Review Periods**

6 A. Probationary Period

- 7 1. Every part-time and full-time employee, following their initial
8 appointment to a permanent position, will serve a probationary
9 period of six (6) consecutive months, except for employees in any
10 job classification listed in Appendix R, Job Classifications – Twelve
11 Month Probationary Period, will serve a twelve (12) month
12 probationary period. Supervisors or their designees will meet with
13 probationary employees throughout their probationary period to
14 provide performance feedback and discuss additional training or
15 resources. Agencies may extend the probationary period for an
16 individual employee as long as the extension does not cause the total
17 period to exceed twelve (12) months. Employees will be provided
18 with a written explanation for the extension. If the extension is based
19 on performance issues, the employee will receive a performance
20 improvement plan.

- 21 2. The Employer may separate a probationary employee at any time
22 during the probationary period. The Employer will provide the
23 employee five (5) working days' written notice prior to the effective
24 date of the separation. However, if the Employer fails to provide five
25 (5) working days' notice, the separation will stand and the employee
26 will be entitled to payment of salary up to five (5) working days,
27 which the employee would have worked had notice been given.
28 Under no circumstances will notice deficiencies or performance
29 improvement plan issues result in an employee gaining permanent

1 status. The separation of a probationary employee will not be subject
2 to the grievance procedure in [Article 29](#), Grievance Procedure.

3 3. The Employer will extend an employee's probationary period, on a
4 day-for-a-day basis, for any day(s) that the employee is on leave
5 without pay or shared leave, except for leave taken for military
6 service or temporary reduction of work hours, consistent with
7 [Article 34.6 E](#).

8 4. An employee who is appointed to a different position prior to
9 completing their initial probationary period may be required to serve
10 a new probationary period. The length of a new probationary period
11 will be in accordance with [Subsection 4.6 A](#), unless adjusted by the
12 Appointing Authority for time already served in probationary status.
13 In no case, however, will the total probationary period be less than
14 six (6) consecutive months.

15 5. With approval of the Employer, an employee who accepts a non-
16 permanent appointment to a higher level position in the same job
17 series while serving an initial probationary period, may resume their
18 probationary period and receive credit for time already served in
19 probationary status if they return to the same position they vacated.

20 6. If the Employer converts the status of a non-permanent appointment
21 to a permanent appointment within the same job classification, the
22 incumbent employee will serve a probationary period. However, the
23 Employer may credit time worked in the non-permanent
24 appointment toward completion of the probationary period within
25 the same job classification as defined in [Subsection 4.6 A](#). When
26 non-permanent time is not counted towards the probationary period,
27 the reason(s) will be provided to the employee in writing. If the
28 employee and the employee's position is converted from a non-
29 permanent appointment to a permanent appointment. time spent in

1 the non-permanent appointment will count towards the probationary
2 or trial service period.

3 B. Trial Service Period

- 4 1. Employees with permanent status who are promoted, or who
5 voluntarily accept a transfer or demotion into a job classification for
6 which they have not previously attained permanent status, will serve
7 a trial service period of six (6) consecutive months. Agencies may
8 extend the trial service period for an individual employee as long as
9 the extension does not cause the total period to exceed twelve (12)
10 months. Employees will be provided with a written explanation for
11 the extension. If the extension is based on performance issues, the
12 employee will receive a performance improvement plan.

13 Employees in an in-training appointment will follow the provisions
14 outlined in [Subsection 4.5 C](#).

- 15 2. Any employee serving a trial service period will have their trial
16 service period extended, on a day-for-a-day basis, for any day(s) that
17 the employee is on leave without pay or shared leave, except for
18 leave taken for military service or temporary reduction of work
19 hours, consistent with [Article 34.6 E](#).

- 20 3. An employee who is appointed to a different position prior to
21 completing their trial service period will serve a new trial service
22 period. The length of the new trial service period will be in
23 accordance with [Subsection 4.6 B](#), unless adjusted by the
24 Appointing Authority for time already served in trial service status.
25 In no case, however, will the total trial service period be less than
26 six (6) consecutive months.

- 27 4. An employee serving a trial service period may voluntarily revert to
28 their former permanent position within ~~fifteen~~thirty (~~15~~30) calendar

1 days of the appointment, provided that the position has not been
2 filled or an offer has not been made to an applicant. An employee
3 serving a trial service period may voluntarily revert at any time to a
4 funded permanent position in the same agency that is:

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

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

- 15 5. With five (5) working days' written notice by the Employer, an
16 employee who does not satisfactorily complete their trial service
17 period will be reverted to a funded permanent position in the same
18 agency, that is:

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

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

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

7 6. An employee who has no reversion options or does not revert to the
8 highest classification in which they previously attained permanent
9 status may request that their name be placed on the agency's internal
10 layoff list for positions in job classifications where they had
11 previously attained permanent status.

12 7. An employee who is separated during their trial service period may
13 request a review of the separation by the Director or Secretary of the
14 agency or designee within twenty-one (21) calendar days from the
15 effective date of the separation. The reversion of employees who are
16 unsuccessful during their trial service period is not subject to the
17 grievance procedure in [Article 29](#), Grievance Procedure.

18 **4.87 Redeployment**

19 In emergencies there may be mandated conditions that are outside of the
20 Employer's control requiring immediate redeployment of the workforce.
21 Employees with the necessary skills, abilities, or licensure may be re-deployed
22 outside their agency to another state agency at the direction of their employer, to
23 support staffing shortages. For the purpose of this Subsection, an emergency is an
24 event or set of circumstances which demands immediate action to preserve public
25 health, protect life, protect public property or to provide relief to any overtaken by
26 such occurrences; or reaches such a dimension or degree of destructiveness as to
27 warrant the Governor proclaiming a state of emergency pursuant to [RCW](#)
28 [43.06.010](#).

- 1 A. Agencies will identify when emergency staffing is needed, any emergent
2 workforce shortages and the number of employees and skills required to fill
3 those shortages. Other agencies may identify employees that can be
4 redeployed to help fill the identified shortages. The technical details
5 required for effective redeployment, including training, equipment needs,
6 work assignments, and payroll/benefit reimbursement, will be determined
7 on a case-by-case basis between the two (2) agencies.
- 8 B. The lending agency will notify the Union when they are redeploying an
9 employee. The notification to the Union will include at a minimum which
10 employee/s will be redeployed to an agency in need, the employee's current
11 job class, the type of work and scope that will be performed for the receiving
12 agency, and the anticipated duration.
- 13 C. The Employer will seek volunteers for redeployment prior to requiring
14 employees to redeploy. The Employer will make every effort to assign
15 employees to their current geographic region when redeployed to another
16 agency and no redeployment will exceed three (3) months unless there is
17 mutual agreement to extend for a longer period.
- 18 D. Employees may be redeployed into a non-permanent appointment outside
19 their agency. Non-permanent appointments for this purpose will not exceed
20 three (3) months. A non-permanent appointee must have the skills, abilities,
21 or licensure required to perform the work. Employees who are redeployed
22 to other agencies will remain in their current assigned positions and will not
23 have their pay reduced when performing duties for another agency.
24 Employees performing the full scope of duties of a higher-level
25 classification while working for another agency will be compensated
26 according to the compensation provisions of their CBA. The redeployed
27 employee will comply with all safety and health practices and standards
28 established by the receiving agency. The receiving agency will determine
29 and provide the required safety devices, personal protective equipment and

1 apparel needed. The receiving agency will provide employees with
2 orientation and/or training to perform their jobs effectively and safely.

3 E. Employees who are redeployed into a non-permanent position will have
4 return rights and will be notified, in writing, of their return rights to their
5 exact same position and work schedule they previously held at the time of
6 redeployment.

7 F. Employees who are in a nonpermanent appointment at the time of
8 redeployment to another state agency will have their nonpermanent
9 appointment extended at their lending agency for the time period in which
10 the employee was redeployed, but in accordance with the provisions of this
11 Agreement.

12 G. Employees within a trial service period who are redeployed to another
13 agency will have the time worked for the receiving agency applied toward
14 their trial service. This does not preclude their Employer from extending
15 their trial service period for other reasons, in accordance with this
16 Agreement.

17 H. Travel time and mileage costs incurred by the employee during their
18 redeployment with the receiving agency will be paid by the receiving
19 agency in accordance with the [SAAM](#).

20 I. Employees who are redeployed to other agencies will be notified in advance
21 if a background check is required by the receiving agency. Employees have
22 the right to decline the redeployment if a background check is required.

23 J. The Union agrees that the work performed by the employee for the
24 receiving agency is only temporary to meet the emergent business
25 needs and will not impact whether the work belongs to a particular
26 bargaining unit.

27 **4.89 Paid Internships and/or Staff Development Opportunities**

- 1 A. In addition to the provisions set forth in [Article 4.5](#) A1, the Employer may
2 make non-permanent appointments for paid internships and/or staff
3 development opportunities. Non-permanent appointments made for paid
4 internships may not be converted to permanent appointments and may
5 supplement, but not supplant, permanent positions. Any conversion of a
6 non-permanent appointment made for staff development must be handled
7 in accordance with [Article 4.5](#) A 3. Non-permanent positions established
8 for paid internships are dependent on available funding.
- 9 B. Employees hired into non-permanent appointments for paid internships
10 and/or staff development opportunities will be assigned to a supervisor. The
11 supervisor is responsible for ensuring the employee receives training for the
12 specific position and assigned job duties.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 5
PERFORMANCE EVALUATION

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 their probationary and trial service periods and at least annually thereafter. Within the Department of Social and Health Services (Behavioral Health Administration and Developmental Disabilities 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

1 considered by the supervisor for inclusion in the evaluation. Immediate
2 supervisors will meet with employees to discuss performance goals and
3 expectations. Employees will receive copies of their performance goals and
4 expectations, [metrics and/or data when utilized for the evaluation of their](#)
5 [performance](#), as well as notification of any modifications made during the
6 review period.

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

- 10 1. Reviewing the employee's performance;
- 11 2. Identifying ways the employee may improve their performance;
- 12 3. Updating the employee's position description, if necessary;
- 13 4. Identifying performance goals and expectations for the next
14 appraisal period; and
- 15 5. Identifying employee training and development needs.

16 C. The performance evaluation process will include, but not be limited to, a
17 performance evaluation on forms used by the Employer, the employee's
18 written signature or electronic acknowledgment of the forms, and any
19 comments by the employee. The evaluation, including employee comments,
20 will be considered by the reviewer. Once completed and
21 signed/acknowledged by the reviewer, a copy will be provided to the
22 employee (with reviewer comments, if any), who may provide responsive
23 comments to be attached to the evaluation. The completed and
24 signed/acknowledged performance evaluation form, including the
25 employee's comments, will be maintained in the employee's personnel file.

9/1/26

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

4 E. If an employee has been fully exonerated of misconduct in a disciplinary
5 grievance by the Employer or an arbitrator or the Employer determines that
6 allegations of misconduct are false, then references to the misconduct in the
7 performance evaluation will be removed. If the Employer fails to remove
8 the applicable portions of the performance evaluation, the failure to remove
9 those references is subject to the grievance procedure. However, the
10 Employer may retain this information in a legal defense file and it will only
11 be used or released when required by a regulatory agency (acting in their
12 regulatory capacity), in the defense of an appeal, legal action or as otherwise
13 required by law.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
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ARTICLE 6
HOURS OF WORK

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 Children, Youth, and Families – Juvenile Rehabilitation (DCYF-JR) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek and employees who work at the Military Department – Washington Youth Academy.

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

1. 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 or designee. If there is a change in their workweek, employees will be given prior written notification by the Appointing Authority or designee.

2. For the Department of Veterans Affairs, and DSHS workweeks will normally consist of forty (40) hours in a seven (7) day workweek, which will normally consist of five (5) workdays followed by two

(2) consecutive days off or eighty (80) hours in a fourteen (14) day
work period.

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. The notice will include an attached United States Department of Labor fact sheet of the Fair Labor Standards Act (FLSA) guidelines.

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 their 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

1 accomplish assigned job duties and responsibilities. When adjusting
2 an employee's work schedule, the Employer will consider an
3 employee's preference as long as the agency can meet business and
4 customer service needs and without causing an additional cost to the
5 agency. These classifications are listed in Appendix B.

6 B. Alternate Work Schedules

7 Workweeks and work shifts of different numbers of hours may be
8 established for overtime-eligible employees by the Employer in order to
9 meet business and customer service needs, as long as the alternate work
10 schedules meet federal and state laws. Employees may request alternative
11 work schedules and such requests will be approved by the Employer, except
12 as provided below, subject to business and customer service needs. The
13 Employer may disapprove requests if there are performance or attendance
14 concerns. Previously approved alternate work schedules may be rescinded
15 by the Employer if business and customer service needs are no longer being
16 met, or if performance or attendance concerns occur. The Employer will
17 consider employees' personal and family needs.

18 C. Daily Work Shift Changes

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

21 D. Temporary Schedule Changes

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

1 receive ~~fivethree~~ (53) calendar days' written notice of any temporary
2 schedule change. Washington Conservation Corps Crew Supervisors 1 and
3 2 in the Department of Ecology will also receive ~~fivethree~~ (53) calendar
4 days' written notice of any temporary schedule change unless mutually
5 agreed to otherwise.

6 ~~The day that notification is given is considered the first day of notice.~~
7 ~~Adjustments in the hours of work of daily work shifts during a workweek~~
8 ~~do not constitute a temporary schedule change.~~

9 E. Permanent Schedule Changes

10 Overtime-eligible employees' workweeks and work schedules may be
11 permanently changed with prior notice from the Employer. Overtime-
12 eligible employees will receive ~~fourteenseven~~ (147) calendar days' written
13 notice of a permanent schedule change, which will include the reason for
14 the schedule change. The day notification is given is considered the first day
15 of notice. Adjustments in the hours of work of daily work shifts during a
16 workweek do not constitute a permanent schedule change.

17 F. Emergency Schedule Changes

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

22 G. Employee-Requested Schedule Changes

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

1 H. An overtime-eligible employee, including an employee on standby status,
2 will be compensated for all time worked, other than de minimis time, for
3 receiving or responding to work related calls, unless otherwise provided for
4 in this Agreement.

5 **6.4 Overtime-Eligible Law Enforcement Employee Work Schedules**

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

11 B. Park Rangers Not Residing in Park Housing

12 If the Employer requires a ranger not living in Park housing to work on a
13 scheduled day off, the ranger will be notified of the assignment prior to the
14 ranger's scheduled quitting time on the second work day preceding the
15 scheduled day off. A lack of such notice will constitute callback in
16 accordance with [Article 42.17](#) B.

17 **6.5 Overtime-Eligible Unpaid Meal Periods**

18 The Employer and the Union agree to unpaid meal periods that vary from and
19 supersede the unpaid meal period requirements of [WAC 296-126-092](#). Unpaid meal
20 periods for employees working more than five (5) consecutive hours, if entitled,
21 will be a minimum of thirty (30) minutes and will be scheduled as close to the
22 middle of the work shift as possible. Employees working three (3) or more hours
23 longer than a normal workday will be allowed an additional thirty (30) minute
24 unpaid meal period. When an employee's unpaid meal period is interrupted by work
25 duties, the employee will be allowed to resume their unpaid meal period following
26 the interruption, if possible, to complete the unpaid meal period. In the event an
27 employee is unable to complete the unpaid meal period due to operational necessity,
28 the employee will be entitled to compensation, which will be computed based on

1 the actual number of minutes worked within the unpaid meal period. Meal periods
2 may not be used for late arrival or early departure from work and meal and rest
3 periods will not be combined except as provided for in Sub[section 6.7A](#).

4 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

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

10 **6.7 Overtime-Eligible Rest Periods**

11 The Employer and the Union agree to rest periods that vary from and supersede the
12 rest periods required by [WAC 296-126-092](#). Employees will be allowed one (1)
13 rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more
14 hours worked at or near the middle of each one-half (1/2) shift of three (3) or more
15 hours. Rest periods do not require relief from duty. Where the nature of the work
16 allows employees to take intermittent rest periods equivalent to fifteen (15) minutes
17 for each one-half (1/2) shift, scheduled rest periods are not required. Rest periods
18 may not be used for late arrival or early departure from work and rest and meal
19 periods will not be combined except as provided for in [Section 6.7A](#).

20 A. Breaks and lunch periods for employees of DES Consolidated Mail
21 Inserting Section working the swing shift in the Inserting Section of the
22 DES Consolidated Mail.

23 1. Employees will have two (2) thirty (30) minute breaks per workday
24 rather than one (1) thirty (30) minute break and two (2) fifteen (15)
25 minute rest periods. For the purposes of administering the terms of
26 Sections 6.5 and 6.7, the first thirty (30) minute break shall be
27 considered the break and the second thirty (30) minute period shall
28 be considered the rest period.

2. These thirty (30) minute breaks will occur at or as near as possible to 3:00 p.m and 6:00 p.m.

B. Scheduled 12-hour shifts.

Employees will be allowed rest periods of fifteen (15) minutes for each one-third (1/3) shift of four (4) or more hours worked at or near the middle of each one-third (1/3) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-third (1/3) 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.

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

7 C. The salary paid to overtime-exempt employees is full compensation for all
8 hours worked, except:

9 1. Psychologists, Psychology Associates, Forensic Evaluators
10 and Psychiatric Social Workers working at the Department
11 of Social and Health Services (DSHS) are expected to work
12 as many hours as necessary to accomplish their assignment
13 or fulfill their core responsibilities. However, because DSHS
14 has a unique situation that requires the employees listed in
15 this subsection 1~~Psychologists, Psychology Associates,~~
16 ~~Forensic Evaluators and Psychiatric Social Workers~~ to work
17 hours over and above those necessary to accomplish their
18 assignment and fulfill their core responsibilities, listed
19 employees~~Psychologists, Psychology Associates, Forensic~~
20 ~~Evaluators and Psychiatric Social Workers~~ will receive
21 additional straight time pay at their regular rate of pay for
22 working these “extra duty” hours. “Extra Duty” is defined as
23 work hours assigned by management that are hours over and
24 above those necessary to accomplish the ~~Psychologists’,~~
25 ~~Psychology Associates’, Forensic Evaluators’ and~~
26 ~~Psychiatric Social Workers’~~ regular assignment and fulfill
27 their core responsibility. “Extra duty” hours typically
28 include covering hours/shifts not regularly assigned to the
29 employee~~any other Psychologist, Psychology Associates,~~
30 ~~Forensic Evaluator or Psychiatric Social Worker~~. When

1 seeking to fill the extra duty hours, the Employer retains the
2 right to assign the work to any ~~Psychologist, Psychology~~
3 ~~Associate, Forensic Evaluator or Psychiatric Social Worker~~
4 listed employee who has the appropriate skills and abilities
5 required for the extra duty. Management will ask for
6 volunteers for the extra duty, but retains the right to select
7 any listed employee ~~Psychologist, Psychology Associate,~~
8 ~~Forensic Evaluator or Psychiatric Social Worker~~ for the
9 extra duty regardless of whether there are volunteers or not
10 and retains the right to restrict the number of extra duty
11 assignments that any one employee works.

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

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

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

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

7 **6.10 Military Department – Emergency Management Division**

8 The Employer may send an employee home to rest prior to returning for the night
9 shift to cover an emergency or declared disaster. When this occurs, the rest period
10 will be considered time worked through the end of the employee's scheduled work
11 shift. No employee will be required to work more than six (6) consecutive days in
12 a seven (7) day period unless the state Emergency Operations Center is at Level 1,
13 Full Activation.

14 **6.11 Department of Transportation – Maintenance Bargaining Unit – Winter**
15 **Shift and Contingency Schedules**

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

21 **6.12 Washington Department of Fish and Wildlife – ~~Construction and~~**
22 **Maintenance Capital Assets Management Program (CAMP)**

23 A. ~~Normal unpaid commute time for employees residing at~~ All travel between
24 an employee's temporary residences and ~~traveling to their~~
25 ~~temporary~~ assigned temporary work sites, including both the direct
26 commute from and return to the temporary residence ~~will be thirty (30)~~
27 ~~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.~~

B ~~Subsection A, above, will not apply when:~~

~~1. —When a~~An employee (driver only) who holds a Commercial Driver's License (CDL) begins their mandatory pre-trip safety checks on vehicles, the time spent on that inspection will be considered work time.~~requiring the use of a Commercial Driver's License (CDL).~~ This ~~does not~~ applies only to CDL-required vehicles. It ~~does not apply to~~ department pickups/vehicles or other non-CDL vehicles used for transportation to and from work sites.~~;~~ and

~~2. —When the nearest temporary residence is beyond thirty (30) minutes from the temporary work site, all travel from the temporary residence to the work site and the return to the temporary residence will be considered work time.~~

6.13 Department of Agriculture – Grain Inspection Program

~~When the Employer schedules~~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,~~at an export shipping operation that are not part of regular scheduled working hours of the office, such as shifts that occur on a holiday or emergency shifts, management will staff the shift with a minimum of three (3) permanent licensed employees. If fewer than three (3) employees volunteer to work the shift, the shift may be staffed with on-call employees or with mandatory overtime. ~~licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler weighers. The minimum of three (3) permanent employees does not apply to the Aberdeen facility. The Aberdeen facility will be staffed with a minimum of two (2) permanent employees. The remaining positions on such shifts may be staffed with non-permanent employees.~~

1 **6.14 Department of Transportation – Commercial Driver’s License (CDL)**

2 **Required Positions**

3 A. The Employer will not require an employee utilizing their CDL to work
4 more than fifteen (15) consecutive hours without providing a rest period of
5 at least eight (8) consecutive hours.

6 B. Employees utilizing their CDL to work fifteen (15) consecutive hours will
7 be required to take an eight (8) consecutive hour rest period before resuming
8 the next duty period. The employee will suffer no loss of regular straight
9 time hourly earnings for any time missed during that rest period that
10 otherwise would have been part of their regularly scheduled shift.
11 Employees will not be eligible for any other work assignment, including an
12 overtime assignment or work shift, during the required (8) hour rest period.

13 **6.15 Shift Exchange —Military Department – Youth Challenge Academy**

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

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

19 B. The requested shift exchange is voluntary, and is agreed to in writing by
20 both employees, and approved in writing by the supervisor(s) for exchanges
21 of no more than one (1) week. Requests for consecutive shift exchanges in
22 excess of one (1) workweek will be submitted to the appropriate Appointing
23 Authority or designee for approval. If such request is denied, the employee
24 will be provided the reason(s) in writing for the denial.

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

1 D. Shift exchanges must occur within the same pay period. Shift exchanges
2 will not result in the payment of overtime. Each employee will be
3 considered to have worked their regular schedule.

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

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

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

12 **6.16 Department of Ecology – Spill Response Team**

13 Employees working on the spill response team who work sixteen (16) hours in a
14 twenty-four (24) hour period will be required to take eight (8) hours off for rest
15 before resuming the next duty period. The employee will suffer no loss of regular
16 straight-time hourly earnings for any time missed up to six (6) hours during that
17 rest period that otherwise would have been part of their regularly scheduled shift.
18 Employees will not be eligible for any other work assignment, including an
19 overtime assignment or work shift, that begins during the required eight (8) hour
20 rest period.

21 **6.17 Shift Exchange—Department of Social and Health Services (DSHS) and** 22 **Department of Children, Youth and Families (DCYF) and Department of** 23 **Veterans Affairs (DVA)**

24 Overtime-eligible shift employees employed by DSHS, DCYF Juvenile
25 Rehabilitation, or DVA in all 24/7 facilities who have the same job classification
26 will be allowed to exchange full shifts for positions in which they are qualified in
27 accordance with the following:

- 1 A. Requests for shift exchanges will be submitted seven (7) calendar days in
2 advance of the exchange, when practical.
- 3 B. The requested shift exchange is voluntary, and is agreed to in writing by
4 both employees, and approved in writing by the supervisor(s) for exchanges
5 of no more than one (1) workweek. Requests for consecutive shift
6 exchanges in excess of one (1) workweek will be submitted to the
7 appropriate Appointing Authority or designee for approval. If such request
8 is denied, the employee will be provided the reason(s) in writing for the
9 denial.
- 10 C. Requested shift exchanges will be considered on a case-by-case basis.
- 11 D. Shift exchanges must occur within the same pay period. Shift exchanges
12 will not result in the payment of overtime. Each employee will be
13 considered to have worked their regular schedule.
- 14 E. For shift exchanges that occur on an employee's designated holiday, the
15 employee who is regularly scheduled to work on that holiday will receive
16 the holiday compensation, regardless of who physically worked on that day.
- 17 F. An employee will not receive shift premium pay under [Article 42.19](#), Shift
18 Premium, solely as a result of a shift exchange. Each employee will be
19 considered to have worked their regular scheduled work shift for purposes
20 of shift premium pay.
- 21 G. The failure of an employee, who has exchanged shifts, to work the agreed
22 upon shift without appropriate cause may be a basis for disciplinary action
23 or suspension of the ability to exchange shifts in the future.
- 24 H. Mental Health Technicians and Forensic Care Associates may exchange
25 shifts as long as the employees qualify to work in positions for which the
26 employees are requesting shift exchange. Licensed Practical Nurses and
27 Psychiatric Security Nurses may exchange shifts as long as the employees

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1 qualify to work in positions for which the employees are requesting shift
2 exchange.

3 I. Denials of shift exchanges are not subject to the grievance procedure under
4 [Article 29](#), Grievance Procedure, of the parties' Collective Bargaining
5 Agreement.

6 J. Employees working in different classifications as provided in Subsection H.
7 above will be considered to have worked their regular scheduled work shift
8 for purposes of pay in [Article 42.1](#), "GS" Pay Range Assignments.

9 K. The shift exchange system will not be used to circumvent the Bid System
10 by significantly altering an employee's workweek or supervisory chain of
11 command.

12 **6.18 Department of Transportation – Emergency Schedule Change**

13 At the time DOT changes an employee's schedule in accordance with [Subsection](#)
14 [6.3](#) F, Emergency Schedule Changes, it will notify the employee that the change is
15 an emergency schedule change. DOT will also provide the employee written notice
16 that the schedule change is in accordance with [Subsection 6.3](#) F, Emergency
17 Schedule Changes. The written notice will be provided after the schedule change.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

For the Union

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Exchange Time Pilot

The Parties agree to initiate a pilot program to establish a process for the management and accrual of exchange time for overtime exempt employees at the Department of Children Youth and Families, the Criminal Justice Training Commission, the Department of Transportation, and the Department of Commerce. The pilot will run from July 1, 2027 to June 30, 2029, to allow the parties to assess the effectiveness and viability of these provisions to manage exchange time and whether there is mutual support to continue or expand this pilot beyond the expiration date of this MOU. In addition to the provisions contained in Article 6, Section 6.9 of this Agreement the following will apply.

Employees will meet and consult with their supervisors to discuss the adjustment of their work hours to achieve 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 prior approval of the appointing authority or designee, overtime exempt employees may accrue exchange time for working in excess of forty five (45) hours in a work week. 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.

1 Exchange time has no cash value and cannot be transferred between facilities or other
2 agencies. Exchange time can be used in lieu of sick leave and vacation leave. Agencies
3 with policies or practices that provide for additional exchange time are legacied for the
4 purpose of this MOU.

5 **This MOU expires on June 30, 2029.**

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 7
OVERTIME

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 or the Grain 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 their 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 their 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.

1 **7.4 General Provisions**

2 A. The Employer will determine whether work will be performed on regular
3 work time or overtime, the number of employees, the skills and abilities of
4 the employees required to perform the work, and the duration of the work.
5 The Employer will first attempt to meet its overtime requirements on a
6 voluntary basis with qualified employees who are currently on duty. Except
7 as provided in [Section 7.8](#), in the event there are not enough employees
8 volunteering to work, the supervisor may require employees to work
9 overtime. The Employer will not require any individual employee to work
10 four (4) or more hours of involuntary overtime on more than three
11 consecutive days unless emergent conditions exist. Except as provided in
12 [Sections 7.6](#) and [7.8](#), an employee may be excused from an involuntary
13 overtime assignment ~~one~~two (~~1~~2) times per quarter. When two (2) or more
14 employees submit a request on the same day for the same overtime
15 assignment, the most senior employee will be excused.

16 B. If an employee was not offered overtime for which they were qualified, the
17 employee will be offered the next available overtime opportunity for which
18 they are qualified. Under no circumstances will an employee be
19 compensated for overtime that was not worked. There will be no
20 pyramiding of overtime.

21 **7.5 Compensatory Time for Overtime-Eligible Employees**

22 A. Compensatory Time Eligibility

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

1 B. Maximum Compensatory Time

2 Employees may accumulate no more than the maximum number of hours
3 of compensatory time allowed under the Federal Fair Labor Standards Act.

4 C. Compensatory Time Use

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

9 D. Compensatory Time Cash Out

10 1. Overtime-Eligible Employees – (Excluding Center for Childhood
11 Deafness and Hearing loss, Washington State School for the Blind,
12 Department of Agriculture, Washington Youth Challenge
13 Academy-Military Department and Department of Transportation
14 Employees).

15 All compensatory time must be used by June 30 of each year. If
16 compensatory time balances are not scheduled to be used by the
17 employee by April of each year, the supervisor will contact the
18 employee to review their schedule. The employee's compensatory
19 time balance will be cashed out every June 30 or when the
20 employee:

- 21 a. Leaves state service for any reason,
- 22 b. Transfers to a position in their agency with different funding
23 sources, or
- 24 c. Transfers to another state agency.

25 2. Overtime-Eligible Employees – Department of Transportation

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

- 7 a. Leaves state service for any reason,
8 b. Transfers to a position in their agency with different funding
9 sources, or
10 c. Transfers to another state agency.

11 E. Voluntary Cash Out

12 A. Overtime Eligible Employees – Center for Deaf and Hard of
13 Hearing Youth and Washington State School for the Blind.

14 Compensatory time may be voluntarily cashed out at any time
15 except during the month of February. In addition, the full balance of
16 accrued compensatory time must be cashed out on June 30 at the
17 end of every biennium or when the employee:

- 18 a. Leaves state service for any reason,
19 b. Transfers to a position in their agency with different funding
20 sources, or
21 c. Transfers to another state agency.

22 B. Overtime-Eligible Employees – Department of Agriculture

23 Compensatory time may be voluntarily cashed out at any time
24 except during the month of February. If compensatory time balances
25 are not scheduled to be used by the employee by June 30 of each

1 year, the supervisor or manager will contact the employee to review
2 their schedule. An employee may carry over twenty (20) hours from
3 the first year of any biennium to the next year. In addition, the full
4 balance of accrued compensatory time must be cashed out at the end
5 of each biennium or when the employee:

- 6 a. Leaves state service for any reason,
- 7 b. Transfers to a position in their agency with different funding
8 sources, or
- 9 c. Transfers to another state agency.

10 C Overtime-Eligible Employees — Washington Youth Challenge
11 Academy Military Department

12 Compensatory time may be voluntarily cashed out at any time
13 except during the month of February. The full balance of accrued
14 compensatory time must be cashed out by July 31 of each year or
15 when the employee:

- 16 a. Leaves state service for any reason,
- 17 b. Transfers to a position in their agency with different funding
18 sources, or
- 19 c. Transfers to another state agency.

20 **7.6 Department of Agriculture – Grain Inspection Program**

- 21 A. Any employee who works sixteen (16) or more continuous hours or ~~double~~
22 ~~shift or~~ returns from an emergency shift to their permanent shift, will be
23 required to take eight (8) hours off for rest after such shifts. The employee
24 will suffer no loss of regular straight-time hourly earnings for any time
25 missed during that rest period that otherwise would have been part of their

1 regularly scheduled shift. Such employees will not be eligible for any
2 overtime assignment or shift commencing during the eight (8) hour rest
3 period.

4 B. Shift extensions, early starts and occasions when lunch periods require
5 overtime will be first offered to available employee(s) having the ability to
6 perform the work and the lowest amount of overtime hours, who are on shift
7 at the facility where the overtime occurs. The Employer will maintain an
8 overtime tracking sheet which will be updated weekly and reset the first
9 Wednesday of each quarter. For shift extensions in offices with multiple
10 sites, employees having the lowest amount of overtime hours at any other
11 site(s) serviced by that grain inspection office will be offered the
12 opportunity to work the extension if they can complete their regular shift
13 and travel to the extending site by the time the extension begins. If there
14 still is not enough staff, employees on site may be required to work.
15 Employees with less than forty (40) hours accumulated overtime in a month
16 at the start of the shift may be required to work and will complete the shift
17 or extension. Employees will finish any assignments for which they
18 volunteer.

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

21 D. Those employees who do not desire to work overtime will not be required
22 to do so beyond forty (40) cumulative overtime hours each month, except
23 as provided in [Subsection 7.6](#) E, below. ~~However, at export shipping~~
24 ~~operations scheduled on a regular Monday through Friday basis, when staff~~
25 ~~is required on weekends to provide inspection and weighing services for~~
26 ~~grain being loaded onto export vessels, a minimum of three (3) permanent~~
27 ~~employees licensed to perform key duties, (any combination of inspectors,~~
28 ~~protein operators, and grain sampler weighers), will be offered the work~~
29 ~~before on-call employees are used. The minimum of three (3) permanent~~

~~employees does not apply to the Aberdeen facility. The Aberdeen facility
will be staffed with a minimum of two (2) permanent employees.~~

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.

F. An employee working within the Grain Program with less than forty (40) hours accumulated overtime in a month may be excused from an involuntary overtime assignment once per month; provided the excused overtime assignment does not interrupt service delivery and employees possessing the required skills and abilities of the excused position(s) are available.

7.7 Department of Transportation (DOT)

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 DOT 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 Social and Health Services, Department of Children, Youth, and Families, and Department of Veterans Affairs Institutions – Overtime-eligible shift employees employed at an institution within the Department of Social and Health Services, or within an institution or community facility at the Department of Children, Youth, and Families, 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 on-duty employee with the greatest seniority has worked their required overtime. The updated inverse order list for involuntary overtime shall be provided at least once each day and posted on each facility's on-line portal or an easily accessible location.

- 1 A. An employee who volunteers and works ~~an~~-overtime ~~shift~~-prior to an
2 involuntary overtime assignment will have their name removed from the
3 overtime rotation for that cycle.
- 4 B. An employee may be excused from an involuntary overtime assignment one
5 (1) time per month. An excuse from involuntary overtime is for the
6 following shift regardless if the involuntary overtime list has been re-
7 established.
- 8 C. An employee will not be required to work an involuntary overtime after
9 working a regular shift prior to an approved vacation leave day.
- 10 D. Once confirmed, an employee who is required to work an involuntary
11 overtime will be notified as soon as possible.
- 12 E. The employer will not require any individual employee to work more than
13 two (2) consecutive days of involuntary overtime unless emergent
14 conditions exist as determined by the Appointing Authority or designee. A
15 day of overtime will be considered four (4) hours or more.

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

19 **7.9 Department of Social and Health Services and the Department of Children,**
20 **Youth, and Families – Institutions and State Operated Living Alternative**
21 **(SOLA)**

22 Each institution, community facility and SOLA will meet and negotiate a process
23 for distribution of overtime.

24 **7.10 Washington State Patrol**

25 Any employee who works beyond their regularly scheduled shift as part of the
26 Crime Scene Response Team (CSRT), will work with their supervisor to determine

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1 an appropriate rest period. The employee will suffer no loss of regular straight-time
2 hourly earnings for any time missed during the approved rest period that would
3 have been part of their regularly scheduled shift.

4 If a CSRT employee works beyond their regularly scheduled shift and is required
5 to testify in court during the employee's next regularly scheduled shift, the
6 employee will be required to appear in court. At the conclusion of their testimony
7 the employee will work with their supervisor to organize a rest period if the
8 employee deems it necessary.

9 If a rest period is taken, the employee will not be eligible for any overtime
10 assignment or shift commencing during the agreed upon rest period.

11 The provisions of [Article 7](#) – Overtime will apply.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/10/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/10/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 8
TRAINING AND EMPLOYEE DEVELOPMENT

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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.

A. Training and employee development opportunities, including safety related training will be provided to employees in accordance with agency policies and available resources.

B. The ~~Employer Department of Social and Health Services and the Department of Children, Youth, and Families~~ will make reasonable attempts to schedule Employer-required training during the employee's regular work shift. Employees will be relieved from their regular work assignments to complete required, scheduled trainings.

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

8.3 Collective Bargaining 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 one (1) ~~work day~~workday, up to ten (10) hours. The training will be considered time worked for those union stewards who attend the training during their

1 scheduled work shift. Union stewards who attend the training during their
2 non-work hours will not be compensated. The parties will agree on the date,
3 time, number and names of stewards attending each session.

4 **8.4 Tuition Reimbursement**

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

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

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

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

18 **8.5 Education and Training Requests**

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

23 **8.6 Training Records**

24 A. The Employer will maintain a record of Employer-required training for all
25 employees and employees may request a copy of their training record. The
26 Employer will provide either a hard copy or electronic access to their

1 training record. If an employee provides documentation to the Employer of
2 work-related training it will be recorded in the training record or the
3 employee personnel file. If an employee identifies inaccuracies in their
4 training record, they will notify the Employer to address any errors or
5 discrepancies to ensure the record is accurate.

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

9 **8.7 Apprenticeship Programs**

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

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

- 17 C. At least fourteen (14) calendar days prior to entering into an apprenticeship
18 program, the employee must notify their Appointing Authority of the intent
19 to accept an appointment into an apprenticeship program. Upon notification
20 of the employee's intent, the employee's permanent agency will notify the
21 employee, in writing, of any return rights to the agency and the duration of
22 those return rights. At a minimum, the agency must provide the employee
23 access to the agency's internal layoff list. For those employees who do not
24 have return rights to the agency, the provisions of [Subsection 8.7 D](#), below
25 apply.

- 26 D. An apprenticeship appointment may be terminated by either the employee
27 or Employer with five (5) working days notice. If the Employer fails to

1 provide five (5) working days' notice, the separation will stand and the
2 employee will be entitled to payment of salary for up to five (5) working
3 days, which the employee would have worked had notice been given. Under
4 no circumstance will notice deficiencies result in an employee gaining
5 status in the apprenticeship program.

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

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

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

16 The reversion option, if any, will be determined by the Employer
17 using the order listed above. In both [Subsections 8.7](#) (D)(1)(a) and
18 (b) above, the Employer will determine the position the employee
19 may revert to and the employee must have the skills and abilities
20 required for the position. If possible, the reversion option will be
21 within a reasonable commuting distance for the employee.

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

25 a. Vacant or filled by a non-permanent employee and is within
26 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 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 they previously attained permanent status may request that their name be place on the agency's internal layoff list for positions in job classifications where they previously attained permanent status. The separation of an employee during their apprenticeship appointment will not be subject to the grievance procedure in Article 29, Grievance Procedure.

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.

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1 C. The Employer may not fill a vacant position as a developmental job
2 assignment.

3 **8.9 Parks and Recreation Commission**

4 The agency will provide a minimum of fifty (50) hours of law enforcement training
5 per year for ~~armed-fully commissioned~~ park rangers which will include Criminal
6 Justice Training Commission-required law enforcement training, and forty (40)
7 hours of training for ~~unarmed-all other~~ park rangers ~~with twenty-four (24) hours~~
8 ~~delivered at an annual in-service training. In the event that the Employer decides to~~
9 ~~change the format of the training from in-service to an alternative, it will meet and~~
10 ~~negotiate with the Union.~~

11 **8.10 Department of Licensing – Driver Services Hearings and Interview Unit**

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

15 **8.11 Workplace Safety Training**

16 The Employer will ensure tailored active threat awareness and preparedness
17 training is made available to all employees.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

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ARTICLE 9

LICENSURE, CERTIFICATION AND ESSENTIAL FUNCTIONS

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 Except as provided for in this Agreement, 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.

9.4 Employees may request education and/or training to maintain their licenses and/or certifications in accordance with [Article 8](#), Training and Employee Development.

9.5 Licensed Practical Nurses and Psychiatric Security Nurses at the Department of Social and Health Services will receive up to one thousand dollars (\$1,000) per fiscal year in tuition reimbursement for completion of Registered Nurse course work through an accredited educational institution.

9.6 Employees required to maintain a CDL License shall have the cost of renewals reimbursed by the employer after receipt of proof of payment (this may be a copy of the license, if the amount paid is shown on the license, or a receipt showing payment by the employee).

9.7 Department of Ecology

A. Transportation Workers' Identification Cards (TWIC)

1. Ecology will determine which positions require a TWIC.

2. For employees required by Ecology to obtain/maintain a TWIC, the Employer will reimburse employees for the cost to obtain and renew the TWIC. If an employee separates from employment prior to the expirations date of the reimbursed TWIC, the Employer may deduct the prorated cost of reimbursement from the employee's final pay check.
3. The Employer will provide a reasonable amount of work time during regular work hours for employees to maintain/renew their TWIC. However, employees are expected to flex/adjust their work schedules to avoid the accrual of overtime. No overtime is authorized for employee's travel associated with TWIC enrollment and/or renewal.
4. Employees are authorized to use Ecology vehicles for travel to TSA TWIC Enrollment Centers. Ecology will not reimburse for the use of a personal vehicle.
5. For employees who are not required to obtain/maintain a TWIC, but elect to do so, the employee will be responsible for any travel, expenses, and fees. Additionally, time required to obtain/maintain a TWIC will not be considered work time.

B. Hydrogeologist Specialty License Incentive

To provide an incentive for Hydrogeologist 3s and Hydrogeologist 4s to achieve their professional specialty licensure and promote career advancement within the series, they will receive a one-time lump sum payment of five thousand dollars (\$5,000.00) when they obtain their Washington State hydrogeologist specialty license, under the following conditions:

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- 1 1. The hydrogeologist specialty license shall not be a requirement of
2 the current job classification the employee is assigned to.
- 3 2. Employees are required to provide Ecology with evidence of
4 completion of the hydrogeologist specialty license in order to
5 receive the lump sum payment and before the payment is made.
- 6 3. Employees who accept the lump sum payment are required to
7 remain employed with Ecology for twenty-four (24) months from
8 the date they received the lump sum payment.
- 9 4. Employees who do not remain employed with Ecology as required
10 above will have deducted from their final paycheck, the amount
11 equal to the lump sum payment.
- 12 5. Ecology may pursue alternative methods to collect the funds from
13 the employee in accordance with [RCW 49.48.210](#).
- 14 **9.8** Employees who fail to maintain required licensure and/or certification to perform
15 the duties of their assigned position and/or to meet the qualifications in order to
16 perform the essential functions of their position may be subject to demotion,
17 reassignment or a non-disciplinary separation.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

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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
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Native American Heritage Day	The Friday immediately following the fourth Thursday in November
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.

1 B. In addition to Subsection A above, employees will be paid for the hours
2 actually worked on a holiday at the overtime rate, in accordance with [Article](#)
3 [7](#), Overtime.

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

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

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

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

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

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

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

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

22 1. The beginning of the scheduled night shift that begins on the
23 calendar holiday; or

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

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

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

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

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

19 I. Time spent on temporary layoff is considered time in pay status for the
20 purposes of holiday compensation.

21 **10.3 Personal Holidays**

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

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

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

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

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

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

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

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

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

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

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H. Upon request, an employee will be approved to use part or all of their 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 18.14](#); Military Family Leave 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.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
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ARTICLE 11
VACATION LEAVE

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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

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 and second years of current continuous employment	One hundred twelve (112)
During the third year of current continuous employment	One hundred twenty (120)
During the fourth year of current continuous employment	One hundred twenty-eight (128)

During the fifth and sixth years of total employment	One hundred thirty-six (136)
During the seventh, eighth and ninth years of total employment	One hundred forty-four (144)
During the tenth, eleventh, twelfth, thirteenth, and fourteenth years of total employment	One hundred sixty (160)
During the fifteenth, sixteenth, seventeenth, eighteenth, and nineteenth years of total employment	One hundred seventy-six (176)
During the twentieth, twenty-first, twenty-second, twenty-third, and twenty fourth years of total employment	One hundred ninety-two (192)
During the twenty-fifth year of total employment and thereafter	Two hundred (200)

1

2 **11.5 Vacation Scheduling for 24/7 Operations (Excluding the School for the Blind,**
3 **and the Center for Deaf and Hard of Hearing Youth)**

4 A. Employees, except for LPN's working at Yakima Valley School, who work
5 in operations that are twenty-four (24) hours, seven (7) days a week, may
6 submit in writing to their supervisor their preferences for different segments
7 of vacation for the period March 1 of the current year through the end of
8 February of the next year. Such requests will be submitted between
9 December 1 and December 31 of the preceding year, and the schedule of
10 approved segments will be posted by the Employer no later than January 31
11 of the current year. LPN's who work at Yakima Valley School may submit

1 in writing to their supervisor their preferences for different segments of
2 vacation for the period May 1 of the current year through the end of April
3 of the next year. Such requests will be submitted between February 1 and
4 February 28 of the current year, and the schedule of approved segments will
5 be posted by March 31 of the current year. ~~The Employer will compile and~~
6 ~~post a vacation leave schedule.~~ Employees on this schedule will have
7 priority and will be granted vacation leave at the times specified, if possible.

8 B. Employees will not be granted more than four (4) segments during the
9 annual vacation scheduling process. In the event that two (2) or more
10 employees request the same vacation period and the supervisor must limit
11 the number of people who may take vacation leave at one time due to
12 business needs and work requirements, preference will be determined by
13 seniority for up to four (4) segments of vacation. A “segment” is three (3)
14 or more contiguous days of vacation leave except that the denial of one (1)
15 or more days within a requested segment shall not result in the remaining
16 approved days counting as more than one (1) segment. Should any portion
17 of a segment that was originally denied due to the business needs or work
18 requirements become available, it will first be awarded by seniority to those
19 who were originally denied.

20 C. In addition to vacation leave approved in Subsection 11.5 B above,
21 employees may request vacation leave at any time on a first come, first
22 served basis. Approval of supplemental requests will take into consideration
23 the annual vacation leave schedule, which will take precedence, as well as
24 operational needs. If a written supplemental request is denied because of
25 operational needs, the employee will be notified of the specific reason/s for
26 the denial in writing.

27 D. Employee Initiated Cancellations

28 Employee requested cancellations of any portion of an approved scheduled
29 vacation segment must be submitted in writing no later than fourteen (14)

1 calendar days in advance of their scheduled vacation. The request is subject
2 to approval by the Employer.

3 **11.6 Vacation Scheduling for All Employees**

- 4 A. Vacation leave will be charged in one-tenth (1/10) of an hour increments.
- 5 B. When considering requests for vacation leave, the Employer will take into
6 account the desires of the employee but may require that leave be taken at
7 a time convenient to the employing office or department.
- 8 C. Except as provided for in [Sections 11.5](#) and [11.6](#), the Employer will respond
9 to employee vacation leave requests as soon as possible but, no later than
10 ten (10) calendar days from the date of the request. If the Employer fails to
11 respond within ten (10) calendar days, the employee may notify the local
12 Human Resources Office.
- 13 D. Vacation leave for religious observances may be granted to the extent
14 agency or program requirements permit.
- 15 E. Employees will not request or be authorized to take scheduled vacation
16 leave if they would not have sufficient vacation leave credits to cover the
17 absence at the time the leave would commence.
- 18 F. When two (2) or more employees submit a request on the same day for the
19 same vacation days off, if the Employer approves leave, it will be based on
20 seniority. The Employer will consider the required skills and abilities
21 needed to meet business needs. Previously approved leave will not be
22 cancelled in order to grant leave to a senior employee.

23 **11.7 Family Care**

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

1 **11.8 Military Family Leave**

2 Employees may use vacation leave for leave as required by the Military Family
3 Leave Act, [RCW 49.77](#) and in accordance with [Section 18.14](#), Military Family
4 Leave.

5 **11.9 Domestic Violence Leave**

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

8 **11.10 Vacation Cancellation – Employer Initiated**

9 Should the Employer be required to cancel scheduled vacation leave because of an
10 emergency or exceptional business needs, affected employees will be notified of
11 the reason(s) for the cancellation in writing and may select new vacation leave from
12 available dates. In addition, in those cases where an employee will not have
13 sufficient vacation leave to cover the absence at the time it is scheduled to
14 commence, the Employer may cancel the approved vacation or authorize leave
15 without pay.

16 **11.11 Vacation Leave Maximum**

17 Employees may accumulate maximum vacation balances not to exceed the
18 statutory limits in accordance with [RCW 43.01.040](#) (currently two hundred-eighty
19 (280) hours). However, there are two (2) exceptions that allow vacation leave to
20 accumulate above the maximum:

21 A. If an employee's request for vacation leave is denied by the Appointing
22 Authority or designee, and the employee has not exceeded the vacation
23 leave maximum (currently two hundred-eighty (280) hours), the Employer
24 shall grant an extension for each month that the Employer defers the
25 employee's request for vacation leave.

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B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred-eighty (280) hours) as long as the employee uses the excess balance prior to their anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

11.12 Separation

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

- A. Resign with adequate notice,
- B. Retire,
- C. Are laid-off, or
- D. Are terminated by the Employer.

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

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/3/2026

Scott Lyders, Senior Labor Negotiator
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Amy M. Spiegel 9/2/2026

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ARTICLE 12
SICK LEAVE

~~*Article has been modified by an [MOU](#) effective July 27, 2025~~

12.1 Sick Leave Accrual

A full-time employee will accrue eight (8) hours of sick leave after they have been in pay status for eighty (80) non-overtime hours in a calendar month. Full-time employees in overtime-eligible positions who are in pay status for less than eighty (80) non-overtime hours in a calendar month and part-time employees will accrue sick leave in an amount proportionate to the number of hours they are in pay status in the month, up to a maximum of eight (8) hours in a 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 their job, or personal medical or dental appointments, and for reasons allowed under the Minimum Wage Requirements and Labor Standards, [RCW 49.46.210](#).

B. Care of family members as allowed under [RCW 49.46.210](#) and as required by the Family Care Act, [WAC 296-130](#).

1. Family member means a child, grandchild, grandparent, parent, sibling, or spouse as defined in [Subsection 12.2 B.6](#), of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does

not include an individual who simply resides in the same home with
no expectation that the employee care for the individual.

2. Child means, a biological, adopted, or foster child, stepchild, a
child's spouse, as defined in [Subsection 12.2](#) B.6 or for whom the
employee stands in loco parentis, is a legal guardian or is de facto
parent, regardless of age or dependency status;

3. Grandchild means a child of the employee's child as defined in
[Subsection 12.2](#) B.2 above.

4. Grandparent means a parent, as defined in [Subsection 12.2](#) B.5 above
of the employee's parent.

5. Parent means, biological, adoptive, de facto, or foster parent,
stepparent, or legal guardian of an employee or the employee's
spouse, as defined in [Subsection 12.2](#) B.6, or a person who stood in
loco parentis when the employee was a minor child.

6. Spouse means an individual to whom the employee is married or is
a state registered domestic partner as defined by [RCW 26.60](#);

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. When an employee's place of business has been closed by order of a public
official for any health-related reason as defined in [WAC 296-128-600](#), or
when an employee's child's school or place of care has been closed for a
health related reason or after the declaration of an emergency by a local or
state government or agency, or by the federal government. Health-related
reason does not include closure for inclement weather.

1 F. Preventative health care appointments of household members, up to one (1)
2 day for each occurrence, when the employee attends the appointment, if
3 arranged in advance with the Employer. A household member is defined as
4 persons who reside in the same household who have reciprocal duties to and
5 do provide financial support for one another. This term does not include
6 persons sharing the same house when the living style is primarily that of a
7 dormitory or commune.

8 G. To attend a medically-related interdisciplinary meeting necessary for the
9 planning and care of a minor/dependent child who requires coordinated care
10 of services in the home or school setting.

11 H. When an employee is absent from work to be with member(s) of the
12 employee's household who experience an illness or injury.

13 I. Sick leave use for bereavement is limited to five (5) days, or more, if
14 approved by the Employer. This applies to the family member list as
15 identified in [Subsection 12.2](#) B and also the relative list as identified in
16 [Subsection 17.7](#) G and below.

17 A relative is defined to include: aunt, uncle, niece, nephew, sibling-in-law,
18 first cousin, and corresponding relatives of the employee's spouse or
19 domestic partner.

20 J. Leave for Family Military Leave as required by [RCW 49.77](#) and in
21 accordance with [Section 18.14](#), Military Family Leave.

22 K. Leave for Domestic Violence Leave as required by [RCW 49.76](#).

23 L. To allow the employee to prepare for, or participate in, any judicial or
24 administrative immigration proceeding involving the employee or
25 employee's family member.

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

The Employer will allow an employee to use compensatory time, exchange time, personal holiday, personal leave day or vacation leave for sick leave purposes. An employee may be denied the ability to use compensatory time, exchange time, personal holiday, personal leave day, or vacation leave for sick leave purposes if the employee has documented attendance problems. All compensatory time, exchange time, personal holiday, personal leave day or vacation leave requests for sick leave purposes will indicate that the compensatory time, exchange time, personal holiday, personal leave day or vacation leave is being requested in lieu of sick leave. For full-time employees a personal holiday or personal leave day 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 [Subsection 10.3 E](#) and the use of a personal leave day for sick leave purposes will be calculated in accordance with Subsection [17.9 D](#).

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 their 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, Certification and Verification

- A. An employee must promptly notify their supervisor on the first day of sick leave and each day after, unless there is mutual agreement to do otherwise.
- B. Call in for all Employees in a Position Requiring Relief, excluding the Special Commitment Center

1 If the employee is in a position where a relief replacement is necessary, the
2 employee will make every effort to notify their supervisor as soon as
3 practicable but, not less than one and one-half (1-1/2) hours prior to their
4 scheduled time to report to work (excluding leave taken for emergencies in
5 accordance with the Domestic Violence Leave Law, [RCW 49.76](#)).

6 C. Call in for all Special Commitment Center Employees in a Position
7 Requiring Relief

8 If the employee is in a position where a relief replacement is necessary, the
9 employee will make every effort to notify their supervisor as soon as
10 practicable but, not less than two (2) hours prior to their scheduled time to
11 report to work (excluding leave taken for emergencies in accordance with
12 the Domestic Violence Leave law).

13 D. Sick Leave Abuse

14 When the Employer suspects sick leave abuse and notifies the employee,
15 they will be given reasons for that suspicion and may be required to provide
16 a written medical certificate for any sick leave absence. The Employer will
17 not require continuous medical verification for longer than seven (7) months
18 as a result of the Employer suspecting abuse.

19 The Employer will not adopt or enforce any policy that counts the use of
20 sick leave for an authorized purpose as an absence that may lead to or result
21 in discipline. An authorized purpose is sick leave used in accordance with
22 the terms and conditions of this Agreement, Agency Policy and [RCW](#)
23 [49.46.210](#). The Employer will not discriminate or retaliate against an
24 employee for the use of paid sick leave.

25 E. An employee returning to work after any sick leave absence may be
26 required to provide written certification from their 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.

If medical certification or verification is required for employees in overtime-eligible positions, it shall be in accordance with the provisions of [RCW 49.46.210](#), [WAC 296-128](#), and this Agreement.

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-eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred-eighty (480) hours; and
- C. They notify their payroll office by January 31 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.

1 **12.8 Sick Leave Cash Out for Retirement or Death**

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

7 **12.9 Reemployment**

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 14
SHARED LEAVE

~~* This article has been modified by an MOU effective June 11, 2026~~

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

1. Called to service in the uniformed services; ~~or~~
2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government; ~~or~~
3. A victim of domestic violence, sexual assault, stalking, or a hate crime; ~~or~~
4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; ~~or~~
5. Sick or temporarily disabled because of pregnancy disability; ~~or~~
6. Taking parental leave to bond with their newborn, adoptive or foster child; ~~or~~
7. A current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), and is attending medical appointments or treatments for a service connected injury or disability; or
8. A spouse of a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments; ~~or~~.
9. An employee legally authorized to work in the United States under federal law and the employee's absence is due to the involvement of

the employee or the employee's relative or household member in an immigration enforcement action.

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

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

1. "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 10.99.020](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.

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

3. Employee's "family member" is defined to include:

a. Child, including biological, adopted, or foster child, stepchild, grandchild, or any child for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;

b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

1 c. Spouse;

2 d. Registered domestic partner as defined by [RCW 26.60](#);

3 e. Grandparent; ~~or~~

4 f. Sibling.

5 4. “Relative or household members” means a child, grandchild,
6 grandparent, parent, sibling, or spouse of an employee, and also
7 includes any individual who regularly resides in the employee's
8 home or where the relationship creates an expectation that the
9 employee care for the person, and that individual depends on the
10 employee for care. "Relative or household member" includes any
11 individual who regularly resides in the employee's home, except that
12 it does not include an individual who simply resides in the same
13 home with no expectation that the employee care for the individual.
14 This term will include foster children and legal wards even if they
15 do not live in the household. The term does not include an individual
16 who simply resides in the same home with no expectation that the
17 employee care for the individual, or persons sharing the same
18 general house, when the living style is primarily that of a dormitory
19 or commune.

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

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

3 7. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).

4 8. “Stalking” has the same meaning as in [RCW 9A.46.110](#).

5 9. “Hate Crime” has the same meaning as in RCW 49.76.020.

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

14 11. “Victim” means a person against whom domestic violence, sexual
15 assault, ~~or~~ [stalking, or a hate crime](#) has been committed against as
16 defined in this Section.

17 12. “Parental leave” means leave to bond and care for a newborn child
18 after birth or to bond and care for a child after placement for
19 adoption or foster care. Parental leave must be used within sixteen
20 (16) weeks immediately after birth or placement unless the birth
21 parent suffers from a pregnancy disability. When the birth parent
22 suffers from a pregnancy disability, the period of sixteen (16) weeks
23 for parental leave begins immediately after the pregnancy disability
24 has ended provided the parental leave is used within the first year of
25 the child’s life.

26 13. “Pregnancy disability” means a pregnancy-related medical
27 condition or miscarriage.

14. "Immigration enforcement action" has the same meaning as RCW
41.04.665.

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. The employee has abided by agency policies regarding the use of sick leave
if the employee qualifies under [Subsections 14.3](#) (A)(1), (A)(4), or (A)(5).

C. 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).

D. 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).

E. 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 their 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, stalking or a hate crime; or
5. Is taking parental leave and/or pregnancy disability leave; or
6. Is a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), and is attending medical appointments or treatments for a service connected injury or disability; or
7. Is a spouse of a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments; or
8. Is legally authorized to work in the United States under federal law and the employee's absence from work is due to the involvement of the employee or employee's relative or household member in an immigration enforcement action.

B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, stalking, or a hate crime, parental leave and/or pregnancy disability leave or involvement of the employee or employee's relative or household member

1 in an immigration enforcement action has caused, or is likely to cause, the
2 receiving employee to:

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

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

6 D. The receiving employee has depleted or will shortly deplete their:

- 7 1. Vacation leave, sick leave, compensatory time, personal holiday and
8 personal leave day reserves if the employee qualifies under
9 [Subsection 14.3](#)(A)(1). The employee is not required to deplete all
10 of their accrued vacation and sick leave and can maintain up to forty
11 (40) hours of vacation leave and forty (40) hours of sick leave; [or](#)
- 12 2. Vacation leave and paid military leave allowed under [RCW](#)
13 [38.40.060](#) personal holiday, personal leave day, and compensatory
14 time if the employee qualifies under [Subsection 14.3](#) (A)(2). The
15 employee is not required to deplete all of their accrued vacation
16 leave and paid military leave allowed under [RCW 38.40.060](#) and
17 can maintain up to forty (40) hours of vacation leave and forty (40)
18 hours of military leave; [or](#)
- 19 3. Vacation leave, personal holiday, personal leave day and
20 compensatory time if the employee qualifies under [Subsection 14.3](#)
21 (A)(3) or [14.3](#) (A)(4). The employee is not required to deplete all of
22 their accrued vacation leave and can maintain up to forty (40) hours
23 of vacation leave; or
- 24 4. Vacation leave, sick leave, personal holiday, personal leave day and
25 compensatory time if the employee qualifies under [Subsection 14.3](#)
26 (A)(5). The employee is not required to deplete all of their accrued

1 vacation leave and can maintain up to forty (40) hours of vacation
2 leave and forty (40) hours of sick leave; or

3 5. Vacation leave, sick leave, and compensatory time if the employee
4 qualifies under [Subsection 14.3](#) (A)(6) or [14.3](#) (A)(7). The employee
5 is not required to deplete all of their accrued vacation leave and can
6 maintain up to forty (40) hours of vacation leave, and forty (40)
7 hours of sick leave.

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

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

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

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

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

24 **14.4** The agency head or designee will determine the amount of donated leave an
25 employee may receive and may only authorize an employee to use up to a
26 maximum of five hundred twenty-two (522) days of shared leave during total state
27 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 they are 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 A. The agency head or designee will require the employee to submit, prior to approval or disapproval:

1. 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); or
2. 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); or
3. 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); or
4. Verification of the employee's status as a victim of domestic violence, sexual assault, stalking or a hate crime when the employee is qualified for shared leave under [Subsection 14.3](#) (A)(4); or
5. Verification of child birth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care provider verifying the pregnancy disability when the employee is qualified under [Subsection 14.3](#) (A)(5).

1 B. The agency head or designee may, but is not required to, request that the
2 employee submit verification as provided for in [RCW 41.04.665](#) for leave
3 taken due to the involvement of the employee or employee's relative or
4 household member in an immigration enforcement action.

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

8 D. The agency head or designee will respond in writing to shared leave
9 requests within ten (10) working days of receipt of a properly submitted
10 request.

11 E. Once approved, and with authorization from the requesting employee,
12 agencies will post and/or distribute shared leave requests. If an employee's
13 shared leave needs are unmet, and upon request from the requesting
14 employee, shared leave requests will be distributed at least monthly.

15 **14.6** Any donated leave may only be used by the recipient for the purposes specified in
16 this Article.

17 **14.7** The receiving employee will be paid their regular rate of pay; therefore, one (1)
18 hour of shared leave may cover more or less than one (1) hour of the recipient's
19 salary. The calculation of the recipient's leave value will be in accordance with
20 Office of Financial Management policies, regulations, and procedures. The dollar
21 value of the leave is converted from the donor to the recipient. The leave received
22 will be coded as shared leave and be maintained separately from all other leave
23 balances.

24 **14.8** A. An employee receiving industrial insurance replacement benefits may not
25 receive greater than twenty-five percent (25%) of their base salary from the
26 receipt of shared leave.

1 B. Shared leave may be used intermittently or on nonconsecutive days so long
2 as the leave has not been returned under [Section 14.9](#) of this Article.

3 **14.9** A. Any shared leave no longer needed or will not be needed at a future time in
4 connection with the original injury or illness or for any other qualifying
5 condition by the recipient, as determined by the agency head or designee
6 will be returned to the donor(s).

7 B. Unused leave approved for an employee that suffers from an illness, injury,
8 impairment, or physical or mental condition which is of an extraordinary or
9 severe in nature may not be returned until the conditions in [RCW](#)
10 [41.04.665\(10\)\(a\)\(i\) or \(ii\)](#) are met.

11 C. The shared leave remaining will be divided among the donors on a prorated
12 basis based on the original donated value and returned at its original donor
13 value and reinstated to each donor's appropriate leave balance. The return
14 will be prorated back based on the donor's original donation. The Employer
15 will return the leave to the original donor in a timely manner and provide
16 that employee an opportunity to use the returned leave in accordance with
17 the leave provisions contained in this collective bargaining agreement.

18 **14.10** If an employee later has a need to use shared leave due to the same condition listed
19 in their previously approved request, the agency head or designee must approve a
20 new shared leave request for the employee.

21 **14.11** All donated leave must be given voluntarily. No employee will be coerced,
22 threatened, intimidated, or financially induced into donating leave for purposes of
23 this program.

24

25

8/4/26

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1 **14.12** The agency will maintain records that contain sufficient information to provide for
2 legislative review.

3 **14.13** An employee who uses leave that is transferred under this Article will not be
4 required to repay the value of the leave that they used.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/12/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/12/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES COUNCIL 28**

Due to the passage of [Substitute House Bill 2411](#) modifying shared leave provisions to authorize shared leave for victims of a hate crime and those whose absence is due to immigration enforcement actions against the employee or the employee's relative; effective June 11, 2026, The parties agree to modify provisions of the Collective Bargaining Agreement as indicated below:

Article 14, Section 14.1A

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

1. Called to service in the uniformed services;
2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;
3. A victim of domestic violence, sexual assault, ~~or~~ stalking, or a hate crime.~~;~~~~or~~
4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.
5. Sick or temporarily disabled because of pregnancy disability.~~;~~~~or~~
6. Taking parental leave to bond with their newborn, adoptive or foster child.
7. A current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), and is attending medical appointments or treatments for a service connected injury or disability.~~;~~~~or~~
8. A spouse of a current member of the uniformed services or a veteran as defined under [RCW 41.04.005](#), who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments
9. An employee legally authorized to work in the United States under federal law and the employee's absence is due to the involvement of

the employee or the employee's relative or household member in an immigration enforcement action.

Article 14, Section 14.1C

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

1. "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 10.99.020](#); sexual assault of one family or household member by another family or household member; or stalking as defined in [RCW 9A.46.110](#) of one family or household member by another family or household member.
2. "Employee" means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
3. Employee's "family member" is defined to include:
 - a. Child, including biological, adopted, or foster child, stepchild, grandchild, or any child for whom the employee stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency status;
 - b. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 - c. Spouse;
 - d. Registered domestic partner as defined by [RCW 26.60](#);
 - e. Grandparent; or
 - f. Sibling.
4. "Relative or household members" means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Relative or household member" includes any

individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.~~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 an individual who simply resides in the same home with no expectation that the employee care for the individual, or persons sharing the same general house, when the living style is primarily that of a dormitory or commune.

5. “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.
6. “Severe” or “extraordinary” condition is defined as serious or extreme and/or life threatening.
7. “Sexual assault” has the same meaning as in [RCW 70.125.030](#).
8. “Stalking” has the same meaning as in [RCW 9A.46.110](#).
9. “Hate Crime” has the same meaning as in RCW 49.76.020
910. “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.
- ~~1011.~~ “Victim” means a person against whom domestic violence, sexual assault, ~~or~~ stalking or a hate crime has been committed against as defined in this Section.
- ~~1112.~~ “Parental leave” means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care. Parental leave must be used within sixteen (16) weeks immediately after birth or placement unless the birth parent suffers from a pregnancy disability. When the birth parent

suffers from a pregnancy disability, the period of sixteen (16) weeks for parental leave begins immediately after the pregnancy disability has ended provided the parental leave is used within the first year of the child's life.

~~12~~13. "Pregnancy disability" means a pregnancy-related medical condition or miscarriage.

14. "Immigration enforcement action" has the same meaning as RCW 41.04.665.

Article 14, Section 14.3A

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 their 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 or a hate crime; or
5. Is taking parental leave and/or pregnancy disability leave; ~~;~~ or
6. Is a current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or
7. Is a spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service connected injury or disability and requires assistance while attending appointments or treatments; ~~;~~ or

8. Is legally authorized to work in the United States under federal law and the employee's absence from work is due to the involvement of the employee or employee's relative or household member in an immigration enforcement action.

Article 14, Section 14.3(B)

- B. The illness, injury, impairment, condition, call to service, emergency volunteer service, consequence of domestic violence, sexual assault, ~~or~~ stalking a hate crime, parental leave and/or pregnancy disability leave or involvement of the employee or employee's relative or household member in an immigration enforcement action has caused, or is likely to cause, the receiving employee to:
 1. Go on leave without pay status; or
 2. Terminate state employment.

Article 14, Section 14.5(A)

- 14.5 A. The agency head or designee will require the employee to submit, prior to approval or disapproval:
1. 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);
 2. 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);
 3. 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);
 4. Verification of the employee's status as a victim of domestic violence, sexual assault ~~or~~ or a hate crime when the employee is qualified for shared leave under [Subsection 14.3](#) (A)(4);
or
 5. Verification of childbirth or placement of adoption or foster care, or a medical certificate from a licensed physician or health care

provider verifying the pregnancy disability when the employee is qualified under [Subsection 14.3](#) (A)(5).

B. The agency head or designee may, but is not required to, request that the employee submit verification as provided for in RCW 41.04.665 for leave taken due to the involvement of the employee or employee's relative or household member in an immigration enforcement action.

The Sections of Article 14 that are not specifically addressed in this MOU shall remain unchanged.

This MOU shall be effective June 11, 2026.

Dated

For the Employer

Scott Lyders June 3, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union

Amy M. Spiegel June 3, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 15
FAMILY AND MEDICAL LEAVE, PARENTAL LEAVE, PREGNANCY
DISABILITY LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

With the exception of [Section 15.4](#), definitions used in this Article will be in accordance with the federal Family and Medical Leave Act of 1993 (FMLA). The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

15.1 Federal Family and Medical Leave Act of 1993 (FMLA)

A. Consistent with the FMLA and any amendments thereto, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of Family Medical Leave (FML) in a twelve (12) month period for one or more of the following reasons one (1) through four (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. FML to care for a spouse, son, daughter, parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.
4. FML 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

1 financial and legal arrangements, attending certain counseling
2 sessions, and attending post-deployment reintegration briefings.

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

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

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

17 B. Entitlement to FML for the care of a newborn child or newly adopted or
18 foster child ends twelve (12) months from the date of birth or the placement
19 of the foster or adopted child.

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

24 D. The FML entitlement period will be a rolling twelve (12) month period
25 measured forward from the date an employee begins FML. Each time an
26 employee takes FML during the twelve (12) month period, the leave will be
27 subtracted from the twelve (12) workweeks of available leave.

- 1 E. The Employer will continue the employee's existing Employer-paid health
2 insurance, life insurance and disability insurance benefits during the period
3 of leave covered by FML. The employee will be required to pay their share
4 of health insurance, life insurance and disability insurance premiums.
- 5 F. The Employer has the authority to designate absences that meet the criteria
6 of the FML. The use of any paid or unpaid leave (excluding leave for a
7 work-related illness or injury covered by workers' compensation or assault
8 benefits and compensatory time) for a FML qualifying event will run
9 concurrently with, not in addition to, the use of the FML for that event. An
10 employee, who meets the eligibility requirements listed in [Section 15.1](#),
11 may request FML run concurrently with absences due to work-related
12 illness or injury covered by workers' compensation, at any time during the
13 absence. Any employee using paid leave for a FML qualifying event must
14 follow the notice and certification requirements relating to FML usage in
15 addition to any notice and certification requirements relating to paid leave.
- 16 G. The Employer may require certification from the employee's, family
17 members, or the covered service member's health care provider for the
18 purpose of qualifying for FML.
- 19 H. The Employer will use forms designated by the United States Department
20 of Labor in the administration of the FMLA.
- 21 I. Personal medical leave or serious health condition leave or serious injury or
22 illness leave covered by FML may be taken intermittently when certified as
23 medically necessary. Employees must make reasonable efforts to schedule
24 leave for planned medical treatment so as not to unduly disrupt the
25 Employer's operations. Leave due to qualifying exigencies may also be
26 taken on an intermittent basis.

1 J. Upon returning to work after the employee's own FML qualifying illness,
2 the employee will be required to provide a fitness for duty certificate from
3 a health care provider.

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

8 **15.2 Parental Leave**

9 A. Parental leave will be granted to the employee for the purpose of bonding
10 with their newborn, adoptive or foster child. Parental leave may extend up
11 to six (6) months, including time covered by FML, during the first year after
12 the child's birth or placement. Leave beyond the period covered by FML
13 may only be denied by the Employer due to operational necessity. Such
14 denial may be grieved beginning at the agency director step of the grievance
15 procedure in [Article 29](#), Grievance Procedure.

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

20 **15.3 Pregnancy Disability Leave**

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

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

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

15.4 Washington Paid Family and Medical Leave Program

A. The parties recognize that the Washington State Paid Family and Medical Leave (PFML) program ([RCW 50A](#)) is in effect and eligibility for and approval for leave for purposes as described under that program shall be in accordance [RCW 50A](#).

B. The employee will provide the Employer with not less than thirty (30) days' notice before PFML 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.

1 C. The employee may use sick leave, personal holiday compensatory time,
2 vacation leave, personal leave day or bereavement leave as a supplemental
3 benefit while receiving a partial wage replacement for paid family and/or
4 medical leave under the Washington State Paid Family and Medical Leave
5 Insurance Program, [Title 50A RCW](#). The employer may require verification
6 that the employee has been approved to receive benefits for paid family
7 and/or medical leave under [Title 50A RCW](#) before approving leave as a
8 supplemental benefit.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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, a 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 eligible and assigned to telework or 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.

The Employer will notify employees of any non-operational or inaccessible state offices or work locations via hotlines, websites, and other methods in accordance with agency practice. When determining whether a work location is operational and/or whether it is reasonable to assign employees to another work location in accordance with Section B above, the Employer may take into consideration the recommendations of public safety and transportation officials.

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

- 1 A. Any earned compensatory time or previously accumulated exchange time.
- 2 B. Any accrued vacation leave.
- 3 C. Any accrued sick leave, up to a maximum of three (3) days in any calendar
- 4 year.
- 5 D. Leave without pay.

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

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

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1 **16.3** If the Director or Secretary or designee of an agency determines a state office or
2 work location is non-operational after the work shift has begun, employees will be
3 released for the balance of the day without loss of pay. An employee who was
4 unable to report to work due to conditions caused by severe inclement weather or a
5 natural disaster and is on leave in accordance with [Section 16.2](#) of this Article, will
6 be compensated for the balance of their work shift remaining after the
7 determination that the state office or work location is non-operational and will not
8 be charged leave for that time. An employee who is on approved leave for reasons
9 other than conditions caused by severe inclement weather or a natural disaster will
10 not have their leave restored.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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, blood, platelet and fluid donations when approved in advance;

F. For bereavement leave, as specifically provided below in [Section 17.7](#);

G. For military leave, as specifically provided below in [Section 17.8](#); or

H. To serve as a member of the Union collective bargaining team as provided in [Section 39.13](#), Collective Bargaining Agreement Negotiations.

I. For Vaccine Leave, as specifically provided for below in [Subsection 17.10](#)

J. For ~~Wildfire~~-Disaster Leave, as specifically provided for below in [Subsection 17.11](#).

K. For Critical Incidents, as specifically provided for below in Subsection 17.12.

1 **17.2 Examinations/Interviews**

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

4 **17.3 Employee Assistance Program**

5 When approved, employees will receive paid leave for up to three (3) visits for
6 assessment through the Employee Assistance Program. Leave may include
7 reasonable travel time.

8 **17.4 Jury Duty**

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

17 **17.5 Witness/Subpoena**

18 Employees will promptly inform the Employer when they receive a subpoena. A
19 subpoenaed employee will receive paid leave, during scheduled work time to
20 appear as a witness in court or administrative hearing, except as provided in [Section](#)
21 [36.6](#), Attendance at Meetings, provided:

- 22 A. The employee has been subpoenaed on the Employer's behalf; or
- 23 B. The subpoena is for a legal proceeding which is unrelated to the personal or
- 24 financial matters of the employee.

1 **17.6 Life-Giving Procedures, Blood, Platelet and Fluid Donations**

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

17 B. When approved, employees will receive paid leave, not to exceed five (5)
18 working days in a two (2) year period, for the donation of blood, platelets
19 or fluids, ~~without compensation,~~ to a person or organization for medically
20 necessary treatments. The Employer may approve additional days through
21 the use of accrued paid leave. Employees will provide reasonable advance
22 notice and the Employer may request written proof from an accredited
23 medical institution, physician or other medical professional that the
24 employee participated in the donation procedure. Agencies may take into
25 account program and staffing replacement requirements in the scheduling
26 of leave for these donations.

27 **17.7 Bereavement Leave**

28 A. An employee is entitled to five (5) days of paid bereavement leave if their
29 family member or household member dies or for loss of pregnancy, as

defined in [Subsection 17.7](#) F. An employee may request less than five (5) 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, their personal holiday or leave without pay for purposes of bereavement and in accordance with this Agreement.

D. A family member is defined as:

1. Family member means a child, grandchild, great grandchild grandparent, great grandparent parent, sibling, or spouse, as defined in [Subsection 17.7](#) D.4, of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care. "Family member" includes any individual who regularly resides in the employee's home, except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual.

2. Child, means a biological, adopted, or foster child, stepchild, a child's spouse, as defined in [Subsection 17.7](#) D.4 grandchild, or child who the parent stands in loco parentis, is a legal guardian or is de facto parent, regardless of age or dependency;

3. Parent means a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse, as defined in [Subsection 17.7](#) D.4, or person who stood in loco parentis when the employee was a minor child;

4. Spouse means an individual to whom the employee is married or state registered domestic partner as defined by [RCW 26.60](#);

5. Grandparent means a parent, as defined in [Subsection 17.7 D.3](#), of the employee's parent Great-grandparent means a parent, as defined in Subsection 17.7 D.3, of the employee's grandparent, as defined in Subsection 17.7 D.5;

6. Grandchild means a child of the employee's child, as defined in [Subsection 17.7 D.2](#). Great-grandchild means a child, as defined in Subsection 17.7 D.2, of the employee's grandchild, as defined in Subsection 17.7 D.7.

E. 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.

F. For loss of pregnancy, a qualifying pregnancy is defined as the pregnancy of the employee, including as a surrogate, or employee parent-to-be, including through surrogacy or adoption, where the employee would have been the parent.

G. In the event of the death of an aunt, uncle, niece, nephew, sibling-in-law, first cousin, and corresponding relatives of the employee's spouse or domestic partner, the Employer will approve the employee's accrued paid leave for all deaths up to a total of five (5) days for each calendar year. Additional days may be approved by the Employer. The Employer may deny leave requested under this provision for the holidays specified in [Section 10.1](#), Holidays.

17.8 Military Leave

In accordance with applicable federal and state law, employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each

1 year, beginning October 1 and ending the following September 30, in order to report
2 for required military duty, when called, or to take part in training or drills including
3 those in the National Guard or state active status.

4 **17.9 Personal Leave**

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

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

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

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

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

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

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

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

24 2. Leave as required by the Military Family Leave Act, [RCW 49.77](#)
25 and in accordance with [Section 18.14](#), Military Family Leave; or

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

17.10 Vaccination Leave

An employee will be allowed to take a reasonable amount of leave with pay for the employee to travel and receive the Centers for Disease Control (CDC) [and/or West Coast Health Alliance \(WCHA\)](#) recommended vaccine(s) during a declared state of emergency due to a pandemic, if the vaccine is not offered at the workplace. An employer may authorize leave in excess of one day in extraordinary circumstances, such as accommodating travel where the CDC [and/or WCHA](#) recommended vaccines are unavailable locally. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination.

17.11 ~~Wildfire~~ Disaster Leave

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

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

17.12 Critical Incidents – Department of Children, Youth And Families And Department of Social and Health Services

9/10/26

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1 When an employee experiences a critical incident while at work that is outside the
2 range of the normal duties of the employee, the employer may grant the use of up
3 to two (2) days of post-incident, paid leave per occurrence, provided that critical
4 incident leave will not result in any overtime. The Agency Head or designee will
5 determine whether an event constitutes a critical incident. Decisions related to
6 critical incident leave approval are not subject to the grievance procedure.

7 In addition, the Employer may approve an employee's request to use
8 compensatory time, sick leave, vacation leave, exchange time, their personal
9 holiday or leave without pay for purposes of critical incident leave and in
10 accordance with this Section.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **Personal Leave Day**

7 Due to the economic revenue budget shortfall, the parties recognize the value of employees.
8 In an effort to reach an agreement the State will provide employees an additional one (1)
9 workday as a personal leave day each fiscal year during the life of this Agreement to be
10 administered in accordance with Article 17, Section 17.9.

11 **This MOU expires June 29, 2029.**

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 18
LEAVE WITHOUT PAY

~~*This article has been modified by an MOU effective January 1, 2026~~

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; and
- G. Leave for a reason of faith or conscience ([Section 18.16](#)).

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

- A. Educational leave;
- B. Sabbatical;
- C. Child and elder care emergencies;
- D. Governmental service leave;
- E. Citizen volunteer or community service leave;
- F. Conditions applicable for leave with pay;
- G. Seasonal career employment;
- H. Formal collective bargaining leave;
- I. Volunteer firefighting leave—non-emergencies; and

1 J. As otherwise provided for in this Agreement.

2 **18.3 Limitations**

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

5 A. Compensable work-related injury or illness;

6 B. Educational leave;

7 C. Governmental service;

8 D. Military;

9 E. Seasonal career employment leave;

10 F. Leave for serious health condition taken under the provisions of [Article 15](#),
11 Family and Medical Leave – Pregnancy Disability Leave;

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

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

15 I. Leave to participate in union activities;

16 J. Volunteer firefighting leave; or

17 K. Domestic violence leave.

18 **18.4 Returning Employee Rights**

19 Employees returning from authorized leave without pay will be employed in the
20 same position or in another position in the same job classification and the same
21 geographical area, as determined by the Employer, provided that such
22 reemployment is not in conflict with other articles in this Agreement. The employee

1 and the Employer may enter into a written agreement regarding return rights at the
2 commencement of the leave.

3 **18.5 Military Leave**

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

9 **18.6 Educational Leave**

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

12 **18.7 Sabbatical**

13 Leave without pay may be granted for sabbatical for the purpose of professional
14 employee growth.

15 **18.8 Child and Elder Care Emergencies**

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

19 **18.9 Seasonal Career Employment**

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

1 **18.10 Governmental Service Leave**

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

4 **18.11 Citizen Volunteer or Community Service Leave**

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

6 **18.12 Formal Collective Bargaining Leave**

7 Leave without pay may be granted to participate in formal collective bargaining
8 sessions authorized by [RCW 41.80](#).

9 **18.13 Volunteer Firefighting Leave**

10 A. Leave without pay will be granted for emergencies. Emergencies include
11 when an employee who is a volunteer firefighter is called to duty to respond
12 to a fire, natural disaster or medical emergency. Vacation leave may be
13 substituted for leave without pay for emergencies.

14 B. Leave without pay may be granted for non-emergencies. Non-emergencies
15 may include training, inspections and public outreach activities.

16 **18.14 Military Family Leave**

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

1 state registered domestic partner will be on leave or of an impending call to active
2 duty.

3 **18.15 Domestic Violence Leave**

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

12 **18.16 Holidays for a Reason of Faith or Conscience**

13 Leave without pay will be granted for a reason of faith or conscience or an
14 organized activity conducted under the auspices of a religious denomination,
15 church or religious organization for up to two (2) workdays per calendar year in
16 accordance with [RCW 1.16.050](#) and as provided below:

17 A. Leave for holidays for a reason of faith or conscience may only be denied
18 if the employee's absence would impose an undue hardship on the
19 Employer as defined by [WAC 82-56](#) or the employee is necessary to
20 maintain public safety.

21 B. The Employer will allow an employee to use compensatory time, exchange
22 time, a personal holiday or vacation leave in lieu of leave without pay. All
23 requests to use compensatory time, exchange time, a personal holiday or
24 vacation leave must indicate the leave is being used in lieu of leave without
25 pay for a reason of faith or conscience. An employee's personal holiday
26 must be used in full workday increments.

C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.

D. An employee must give at least fourteen (14) calendar days' written notice to their supervisor. However, the employee and supervisor may agree upon a shorter timeframe.

E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

18.17 Requests – Approval and Denial

Requests for leave without pay will be submitted in writing. The Employer will respond to employee leave without pay requests as soon as possible, but no later than fourteen (14) calendar days. At the request of an employee, the reasons for the denial will be provided in writing.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 7/22/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 7/17/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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, Children, Youth, and Families, 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 Departments of Social and Health Services and Children, Youth, and Families 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 357-19-525](#), [530](#) and [535](#), and agency policy related to a return-to-work program. The Employer will attempt to

1 find opportunities, if available, for modified duty that can be offered to employees
2 participating in an agency return-to-work program.

3 **19.4 General Provisions**

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

11 **19.5 Return to Work for Parks and Recreation Commission – Park Rangers**

12 A. A park ranger who becomes temporarily disabled due to a workplace injury
13 or suffers an occupational disease may be eligible to return to work in a
14 modified duty assignment. The assignment may permit the park ranger to
15 work within the classification in a modified capacity at the current rate of
16 salary.

17 B. Opportunity for modified duty assignments are limited and are subject to
18 approval and conditioning by the [assistant](#) director of operations or
19 designee. Possible assignments will be based upon program needs and the
20 park ranger's limitation(s). Assignments may be denied when a park ranger
21 is deemed not capable of fulfilling all of the requirements of the modified
22 duty assignment, or if the [assistant](#) director of operations or designee
23 determines that there is insufficient need for an assignment. The [assistant](#)
24 director of operations or designee's decision is final and is not subject to
25 [Article 29](#), Grievance Procedure.

26 C. Modified duty assignments must be presented to the [assistant](#) director of
27 operations or designee in writing and will only be considered when the

request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting park ranger and to their chain of command and will require a physician's approval that the park ranger is able to perform the modified duties.

D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by the Agreement. Park rangers in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive patrol vehicles unless authorized by the ~~assistant~~ director of operations or designee.

E. Non-Work Related Injury or Illness

Park rangers who become temporarily disabled due to a non-work-related illness or injury may request a reasonable accommodation to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the park ranger's responsibility. The opportunity for modified duty assignments is limited and is subject to approval and conditioning by the ~~assistant~~ director of operations or designee. The ~~assistant~~ director of operations' decision is final and is not subject to [Article 29](#), Grievance Procedure.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders May 13, 2026
 Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy M. Spiegel May 13, 2026
 Amy Spiegel, Director of Negotiations
 WFSE/AFSCME Council 28

ARTICLE 20
SAFETY AND HEALTH

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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. It is the duty of every Employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. 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. COVID-19

COVID-19 remains a recognized hazard in the workplace. The Employer will continue to take all required measures to ensure a safe and sanitary work environment for employees and the public they serve. These measures are established by the Washington State Department of Labor and Industries (L&I) and include, but are not limited to, providing hand washing facilities and supplies, regular cleaning and sanitizing of surfaces in all offices and facilities. Employer will provide adequate supplies of disposable masks, hand sanitizer and gloves upon request and where appropriate.

1. If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

2. All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical file only. This information will only be accessed by the Employer on a need-to-know basis.

3. Any emergency contracting out due to short staffing as a result of not requiring vaccination will supplement and not supplant bargaining unit positions. This provision should not be construed as a waiver of the union's right to receive notice and bargain over contracting out of bargaining unit work in accordance with [Articles 38 and 45](#).

4. The Employer will educate employees about COVID-19 prevention and adhere to CDC and L&I requirements regarding keeping employees who have tested positive or who are symptomatic out of the workplace.

5. The Employer will encourage employees to physically distance and maintain existing physical barriers where possible.

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

E. When an employee has concerns about access to communications when working away from their duty station, the employee will bring the issue to their supervisor for resolution.

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. The Employer will provide employees with orientation and/or training to perform their

1 jobs safely. If necessary, training will be provided to employees on the safe
2 operation of the equipment prior to use.

3 **20.3** Each agency will form joint safety committees in accordance with WISHA
4 requirements at each permanent work location where there are eleven (11) or more
5 employees.

6 **20.4** Safety committees will consist of employees selected by the Union and Employer-
7 selected members. The number of employees selected by the Union must equal or
8 exceed the number of Employer-selected members. The number of union-
9 designated employee representatives on the committee(s) will be proportionate to
10 the number of employees represented by the Union at the permanent work location.
11 Meetings will be conducted in accordance with [WAC 296-800-13020](#). [Meeting](#)
12 [minutes will be made accessible to all employees covered by the committee no](#)
13 [more than thirty \(30\) days after committee approval](#). Committee recommendations
14 will be forwarded to the appropriate Appointing Authority for review and action,
15 as necessary. The Appointing Authority or designee will report follow-up
16 action/information to the Safety Committee.

17 In those cases where the Union has attempted to provide union-designated
18 representatives for a safety committee and has been unable to do so, the Union may
19 contact the agency to request assistance in providing notice of safety committee
20 nominations. If the Union is still unable to provide representatives to the Employer,
21 then the Employer and the Union together will hold an election and will appoint
22 those elected representatives. If the Union is still unable to provide representatives
23 to the Employer, the Employer may appoint volunteers who have been elected and
24 are willing to serve until the Union designates safety committee representatives.

25 **20.5** The Employer will follow its practices regarding blood-borne pathogens.

26 **20.6** When an employee(s) worksite is impacted by a critical incident the Employer will
27 provide the employee(s) with an opportunity to receive a critical incident debriefing
28 from the Employee Assistance Program or other sources available to the agency.

1 **20.7** If the Employer determines employees have been exposed to a serious
2 communicable disease in the course of their official duties, the employee may be
3 granted paid administrative leave to seek testing and treatment.

4 **20.8 Ergonomic Assessments**

5 At the request of the employee, the Employer will ensure that an ergonomic
6 assessment of the employee's workstation is completed. Solutions to identified
7 issues/concerns will be implemented within available resources.

8 **20.9 Air Quality Assessments**

9 Air quality concerns brought to the Safety Committee will be evaluated and
10 processed in accordance with [Section 20.4](#), above.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 21
UNIFORMS, TOOLS AND EQUIPMENT

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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.

Employees required by the employer to provide their own tools to perform their work will be eligible for reimbursement for the cost of new and replacement tools

1 up to a maximum of one thousand-two hundred dollars (\$1,200.00) per fiscal year.
2 Reimbursement shall be subject to prior supervisor approval and receipts shall be
3 required.

4 **21.3 Taxability**

5 The Employer will comply with applicable Internal Revenue Service (IRS)
6 regulations regarding taxing of Employer provided items.

7 **21.4 Safety Footwear**

8 The Employer will determine the employees that are required to wear safety
9 footwear as essential Personal Protective Equipment (PPE).

10 A. Those employees in the following agencies will receive a biennial
11 allowance of two hundred twenty-five dollars (\$225.00) to be used for the
12 purchase or repair of safety footwear in accordance with agency policy
13 ANSI/OSHA standards and shall include, but not be limited to laces, toe-
14 guards, insoles, and waterproofing.

- 15 • Department of Ecology
- 16 • Department of Agriculture
- 17 • Department of Children, Youth, and Families
- 18 • Department of Enterprise Services
- 19 • Department of Fish and Wildlife
- 20 • Department of Social and Health Services –Maintenance Operations
- 21 Division
- 22 • Department of Social and Health Services – Eastern State Hospital
- 23 • Department of Social and Health Services – Western State Hospital

- Department of Social and Health Services – Olympic Heritage Behavioral Health Facility
- Department of Social and Health Services – Lake Burien Transitional Care Facility
- Department of Social and Health Services - Behavioral Health & Treatment Center – Maple Lane Campus Unit
- Energy Facility Site Evaluation Council
- Labor and Industries
- Secretary of State
- Utilities and Transportation Commission
- Department of Veteran Affairs (classes listed in Appendix W)

B. Those employees in the following agencies will receive a biennial allowance of two hundred twenty-five dollars (\$225.00) to be used for the purchase or repair of safety footwear in accordance with ANSI/OSHA standards and shall include, but not be limited to laces, toe-guards, insoles, and waterproofing.

- Department of Transportation

Agencies with policies or practices that allow a higher allowance are legacied for those allowance levels. The process for purchasing safety footwear will follow agency policy or practice. The Appointing Authority or designee may authorize additional safety footwear allowance should boots be damaged or worn out before the next allowance is authorized.

1 **21.5 Department of Transportation**

2 For employees performing highway maintenance or facilities activities:

3 A. DOT will provide employees performing these activities a choice of
4 overalls, coveralls, and jeans/pants/shirts, or a combination of all these
5 items, provided:

6 1. A commercial service is available at the employee's work location;
7 and

8 2. The Appointing Authority determines the cost/benefit of this service
9 is appropriate given the employee's working conditions.

10 B. At least annually, employees approved to receive this service will choose
11 the mix of apparel they want to wear each week for the next twelve (12)
12 months.

13 C. An employee is not obligated to wear overalls, coveralls, or
14 jeans/pants/shirts, and can choose to provide their own work apparel.

15 D. If an employee chooses to provide their own work apparel, they are
16 encouraged to opt out of the commercial apparel to reduce unnecessary
17 costs.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

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ARTICLE 22
DRUGS, ALCOHOL AND CANNABIS FREE WORKPLACE

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

22.1 All Employees

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

B. Possession of Alcohol, Cannabis or Illegal Drugs

1. The use or possession of alcohol, cannabis or illegal drugs 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:

a. The Agency premises are considered residences, or

b. The premises or state vehicles are used for the transportation of alcohol, cannabis or illegal drugs pursuant to state law.

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

C. Notification of Prescription, Medical Cannabis and Over-the-Counter Medications

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

D. Drug and Alcohol Testing – Safety-Sensitive Functions

1. 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.

2. 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.

3. 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.

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

1. Reasonable suspicion testing for alcohol, cannabis 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, cannabis or controlled

1 substance use may be adversely affecting the employee's job
2 performance or that the employee may present a danger to the
3 physical safety of the employee or another.

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

7 a. Physical symptoms consistent with controlled substance,
8 cannabis and/or alcohol use;

9 b. Evidence or observation of controlled substance, cannabis or
10 alcohol use, possession, sale, or delivery; or

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

14 3. Referral

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

21 4. Testing

22 When reasonable suspicion exists, employees must submit to
23 alcohol, cannabis and/or controlled substance testing when required
24 by the Employer. A refusal to test is considered the same as a
25 positive test. When an employee is referred for testing, they will be
26 removed immediately from duty and transportation to the collection

1 site will be provided. The cost of reasonable suspicion testing,
2 including the employee's salary will be paid by the Employer.

3 F. Drug and Alcohol Testing – General

4 For all employees tested in accordance with [Section 22.1](#) D and E above:

5 1. Testing will be conducted in such a way to ensure maximum
6 accuracy and reliability by using the techniques, chain of custody
7 procedures, equipment and laboratory facilities, which have been
8 approved by the U.S. Department of Health and Human Services.
9 Employees in the same agency as the employee being tested will not
10 do collection and processing of samples, excluding law enforcement
11 officers using a breath-testing device. Any medical inability to
12 produce a sample will be handled in accordance with the applicable
13 federal rules. An employee notified of a positive controlled
14 substance and/or cannabis test result may request an independent
15 test of their split sample at the employee's expense. If the test result
16 is negative, the Employer will reimburse the employee for the cost
17 of the split sample test.

18 2. An employee who has a positive test for alcohol, cannabis, and/or a
19 positive controlled substance may be subject to disciplinary action,
20 up to and including dismissal, based on the incident that prompted
21 the testing, including a violation of agency drug and alcohol free
22 workplace policies.

23 G. Training

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

26 1. The elements of the Employer's Drug and Alcohol Free Workplace
27 Program;

2. The effects of drugs and alcohol in the workplace;
3. Behavioral symptoms of being affected by controlled substances, cannabis and/or alcohol; and
4. Rehabilitation services available.

22.2 All Employees – Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity during the thirty (30) days following such request to seek assistance from the Employee Assistance Program or other agency-recognized assistance program. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

B. Assessment and Treatment

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

C. Return to Work

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

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1 D. Release of Information

2 Employees participating in such treatment will agree to provide the
3 Employer with a release of medical information sufficient to ensure the
4 employee's compliance with the requirements of the rehabilitation program.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
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WFSE/AFSCME Council 28

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ARTICLE 23
TRAVEL

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 (OFM) and agency policy.

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

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

23.4 Employees will be provided an opportunity to request a travel advance in accordance with agency policy if assigned to travel for work purposes.

23.5 Unless emergent or mutually agreed to otherwise, employees who are not assigned travel as an essential function will be provided no less than seven (7) calendar days' notice for any travel that requires an overnight stay.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
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Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 24
MEALS

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

Department of Social and Health Services – Institutions Bargaining Unit; Department of Children, Youth, and Families – Juvenile Rehabilitation Bargaining Units; School for the Blind; Center for Deaf and Hard of Hearing Youth; Department of Transportation; Utilities and Transportation Commission; Department of Veterans Affairs – Homes only; Military Department and the Washington State Patrol

24.1 Except as provided in [Section 24.2, 24.3 and 24.4](#), 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 For employees of the Department of Transportation who are assigned to Eagle Harbor, the charge for meals purchased and eaten on board the vessels of the Employer shall be at one-half (1/2) the normal retail price of such meals, rounded upward to the nearest cent (\$0.01).

24.4 Employees of the Department of Social and Health Services Special Commitment Center that are assigned to work mandatory overtime are eligible to receive one (1) meal per shift without charge from the on-site dining facility during normal business hours. If the on-site dining facility is closed, employees will be eligible to receive a pre-prepared dinner at no charge.

~~**24.53** Washington State Patrol—Crime Scene Response Team~~

~~Members of the Washington State Patrol, Crime Scene Response Team Any crime scene response team member~~ in travel status as a result of being called to scene ~~are~~ eligible for reimbursement according to [Subsection 10.90.10](#) of the State Administrative and

9/1/26

Page 2 of 2

- 1 Accounting Manual regardless of meeting the 11-hour rule laid out in
2 Subsection 10.40.50.b.1.

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For the Employer

For the Union

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Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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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 will 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 Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#).

25.5 All Employees with King, Pierce or Snohomish County Duty Stations

A. All benefit eligible bargaining unit employees assigned to an official duty station in King, Pierce or Snohomish Counties will receive a card for travel on public transportation known as a “One Regional Card for All”, otherwise known as an ORCA card.

Specifically, travel for the ~~2025-27 contract~~[term of this Agreement](#) will be fare-free access to the following services:

1. Unlimited rides on bus services provided by Community Transit, Everett Transit, King County Metro Transit, Kitsap Transit, Pierce Transit and Sound Transit;
2. Unlimited rail service on Sound Transit, Link light rail and Sounder commuter rail;

3. Unlimited Seattle Streetcar trips;
4. Unlimited King County Water Taxi trips;
5. Unlimited trips with Kitsap Transit foot (Port Orchard-Bremerton and Annapolis-Bremerton routes) and fast (Bremerton-Seattle and Kingston-Seattle route) ferry services; and
6. Paratransit services from Kitsap Transit and King County Metro

25.6 Van Pool Subsidy

A van pool subsidy will be available in the state where a public transit vanpool provider offers a van pool service. Some rural areas may lack a provider. Lack of provider in a region does not disqualify a rider from claiming a van pool benefit. If a rider identifies a van pool that meets a transit agency's ridership requirements, the transit agency has discretion for providing a van pool service that exceeds its traditional service area.

All full-time, part-time, temporary, or non-permanent employees who are benefit eligible and work for an agency that has completed an agreement with WSDOT will be eligible to receive the full subsidy van pool benefit.

25.7 Telework

Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.

A. Definition

1 Telework is the practice of using mobile technology to perform required job
2 functions from home, a state satellite location or another management approved
3 location.

4 B. Position Eligibility

5 The Employer reserves the right to determine if a position's duties are eligible for
6 telework and the frequency of teleworking. The Employer may revise or rescind a
7 position's eligibility for telework due to changing business conditions or customer
8 service needs. The Employer may require an employee to attend meetings in person
9 or come to the office/field on an approved telework day in accordance with their
10 telework agreement. The Employer may not require employees to submit additional
11 documentation tracking their work solely because they telework.

12 C. Telework Requests and Agreements

13 An employee may submit a written request to their Employer for approval to
14 telework in accordance with agency policy and the Employer will provide a written
15 response. The Employer will consider an employee's request to telework in relation
16 to the objectives of Executive Order 16-07 and the agency's policies and operating,
17 business, and customer needs. Requests for telework will not be arbitrarily denied.
18 The Employer will document and maintain approved telework requests via the
19 Agency telework agreement. Employees may appeal a denied request through their
20 Appointing Authority. A telework agreement shall not change an employee's duty
21 station. Employees living in a county with a cost-of-living adjustment shall not
22 receive the adjustment unless their duty station is located in that county. Approved
23 telework plans shall terminate upon transfer to a new division or work unit.
24 Transferring employees wishing to continue telework must submit a new request.
25 The telework agreement, and any modifications, must be kept on file at the primary
26 worksite and in the employee's official personnel file.

27 D. Changes to Existing Telework Agreements

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1 The Employer reserves the right to reduce, modify or eliminate an employee
2 telework agreement based on business needs or if there are documented
3 performance and/or attendance concerns, to include not complying with the terms
4 of a telework agreement. Except for instances where the elimination of a telework
5 agreement is for documented performance and/or attendance issues, the Employer
6 will address modifications to a telework agreement with the employee in writing a
7 minimum of ten fifteen (15) calendar days prior to making those modifications.
8 The employer is not responsible for costs, damages or losses resulting from
9 cessation of participation in a telework agreement.

10 Eligibility, denial, modification or elimination of a telework agreement is not
11 considered a schedule change and is grievable through Step 3 under Article 29 of
12 the Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
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ARTICLE 27
DISCIPLINE

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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

27.2 Discipline includes oral and written reprimands, reductions in base 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 **Investigations**

A. The Employer has the authority to determine the method of conducting investigations. Interviews will focus on the activities, circumstances, events, conduct or acts surrounding or related to the incident(s) that gave rise to the investigation. Nothing in this Section prohibits the Employer from questioning the employee about information which is discovered during the course of the investigation.

B The Employer will notify an employee that an investigation has been opened, whether they are a subject or witness in thean investigation, and their right to representation in accordance with Article 36. prior to being interviewed. 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.

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 The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere

1 with the Employer's right to conduct the investigation. Every effort will be made
2 to cooperate in the investigation. The Union representative may call for a recess
3 during the interview to consult with the employee for representational purposes.

4 E. Department of Social and Health Services

5 An employee who is being interviewed as part of an administrative investigation
6 will be notified in writing prior to the interview if the investigator would like to
7 audio record the interview. The written notification will contain a consent form that
8 the employee will bring to the interview. If an employee does not consent to the
9 recording, the investigator will not discuss the issue of audio recording with the
10 employee. Interviews will be conducted in a professional manner and investigative
11 methods will be consistent with law. No threats or promises will be made to induce
12 an answer.

13 F. If an investigator requests that an employee sign a statement, the employee
14 may review the statement and submit corrections, if any. The employee will sign
15 the statement to acknowledge its accuracy when no corrections are necessary or
16 when the investigator revises the statement to accept the employee's corrections.

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

21 H. The Employer will make every reasonable efforts to complete
22 investigations conducted by the Employer ~~in a timely manner~~ within ninety (90)
23 days from the date the employee was notified of the investigation. Upon request by
24 the employee, if an investigation conducted by an external entity lasts longer than
25 ~~sixty~~ thirty (30) days from the date the employee was notified of the
26 investigation, and every thirty (30) days thereafter, the Employer will provide a
27 written explanation to the employee and the designated Union representative of the
28 current status of the investigation (for example: interviews still being conducted,
29 drafting of investigative report, waiting for analysis of data), next steps and

1 approximate timeframe for completion. A traditional element of just cause requires
2 discipline to be imposed in a timely manner in light of the need for thorough
3 investigations.

4 I. At the conclusion of any investigation where the Employer elects not to take
5 disciplinary action, the employee will be provided with a written notification that
6 the investigation is completed and that no discipline will be imposed. ~~A traditional~~
7 ~~element of just cause requires discipline to be imposed in a timely manner in light~~
8 ~~of the need for thorough investigations.~~

9 **~~27.5 — Investigatory Interviews~~**

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

17 **~~B. Department of Social and Health Services~~**

18 ~~An employee who is being interviewed as part of an administrative~~
19 ~~investigation will be notified in writing prior to the interview if the~~
20 ~~investigator would like to audio record the interview. The written~~
21 ~~notification will contain a consent form that the employee will bring to the~~
22 ~~interview. If an employee does not consent to the recording, the investigator~~
23 ~~will not discuss the issue of audio recording with the employee. Interviews~~
24 ~~will be conducted in a professional manner and investigative methods will~~
25 ~~be consistent with law. No threats or promises will be made to induce an~~
26 ~~answer.~~

27 ~~C. The role of the union representative in regard to Employer-initiated~~
28 ~~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.~~

D. ~~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).~~

E. ~~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.~~

F. ~~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.~~

27.65 Alternate Assignments

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

27.76 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

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

9 **27.87** The Employer will provide an employee with fifteen (15) calendar days' written
10 notice prior to the effective date of a demotion or reduction in pay. If the Employer
11 fails to provide the required notice, the demotion will stand and the employee will
12 be entitled to payment of the difference in the salary for up to fifteen (15) calendar
13 days, which the employee would have worked at the higher level if notice had been
14 given.

15 **27.98** The Employer has the authority to impose discipline, which is then subject to the
16 grievance procedure set forth in [Article 29](#), Grievance Procedure. Oral reprimands,
17 however, may be processed only through ~~the agency head~~ step 3 of the grievance
18 procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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.

28.4 Reporting of Off-Duty Conduct

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 WSP will continue to abide by WSP regulations relating to off-duty conduct.

- 1 **28.5** Employees will notify the Employer prior to engaging in any off-duty employment.
2 Employees may engage in off-duty employment that will not interfere with the
3 performance of their duties or result in a conflict of interest.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders May 21, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 29
GRIEVANCE PROCEDURE

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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. 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 in accordance with [Section 29.3](#) 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 3 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 3 meeting, the meeting will be postponed.

C. Computation of Time

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

8 D. Failure to Meet Timelines

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

13 E. Contents

14 The written grievance must include the following information:

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

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

5 F. Modifications

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

8 G. Resolution

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

12 H. Withdrawal

13 A grievance may be withdrawn at any time.

14 I. Resubmission

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

16 J. Pay

17 Release time will be provided to grievants and union stewards in accordance
18 with [Article 36](#), Employee Rights and [Article 39](#), Union Activities.

19 K. Group Grievances

20 No more than five (5) grievants and two (2) union steward and/or staff
21 representative, unless agreed otherwise, will be permitted to attend a single
22 grievance meeting.

23 L. Consolidation

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

3 M. Bypass

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

6 N. Discipline

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

9 O. Grievance Files

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

12 P. Alternative Resolution Methods

13 Any time during the grievance process, by mutual consent, the parties may
14 use alternative methods to resolve a non-disciplinary grievance. If the
15 parties agree to use alternative methods, the time frames in this Article are
16 suspended. If the selected alternative method does not result in a resolution,
17 the Union may return to the grievance process and the time frames resume.
18 Any expenses and fees of alternative methods will be shared equally by the
19 parties.

20 Q. Steward Mentoring

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

1 **29.3 Filing and Processing**

2 A. Filing

3 1. A non-disciplinary grievance (excluding a non-disciplinary
4 separation grievance or a grievance related to an oral or written
5 reprimand) must be filed within twenty-eight (28) days of the
6 occurrence giving rise to the grievance or the date the grievant knew
7 or could reasonably have known of the occurrence. All other
8 disciplinary grievances, non-disciplinary separation grievances,
9 disability separation grievances or grievances related to layoff must
10 be filed within twenty-eight (28) days of the effective date of the
11 discipline, non-disciplinary separation, disability separation or
12 layoff. This twenty-eight (28) day period will be used to attempt to
13 informally resolve the dispute.

14 2. The preferred method of filing a written grievance is by email. The
15 parties acknowledge in some instances access to email is an issue,
16 therefore, grievances may be filed via hard copy.

17 B. Processing

18 **Step 1 – is no longer used**

19 **Step 2 –Appointing Authority or Designee:**

20 If the issue is not resolved informally, the Union may present a written
21 grievance to the Appointing Authority or designee with a copy to the
22 Human Resources Office within the twenty-eight (28) day period described
23 above. The Appointing Authority or designee will meet or confer by
24 telephone with a union steward and/or staff representative and the grievant
25 within fifteen (15) days of receipt of the grievance, and will respond in
26 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 (DSHS), the Department of Children, Youth, and Families (DCYF), Department of Transportation (DOT), and Office of the Attorney General (AGO), 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 DSHS, DCYF, DOT and AGO, 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. Disciplinary, Non-disciplinary Separation and Disability Separation Grievances

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 State Human Resources Labor Relations & Compensation Policy Section (LR&CP) at

1 labor.relations@ofm.wa.gov and the agency's Human Resources
2 Office within thirty (30) days of receipt of the Step 3 decision.

3 2. Disciplinary, Non-disciplinary Separation and Disability Separation
4 Grievances Not Moved to Mediation and Non-Disciplinary
5 Grievances (Including Written Reprimands)

6 If the grievance is not resolved at Step 3, the Union may request a
7 pre-arbitration review meeting by filing the written grievance
8 including a copy of all previous responses and supporting
9 documentation with the LRS at labor.relations@ofm.wa.gov with a
10 copy to the agency's Human Resource Office within thirty (30) days
11 of the Union's receipt of the Step 3 decision. Within fifteen (15)
12 days of the receipt of all the required information, the LRS will
13 discuss with the Union:

- 14 a. If a pre-arbitration review meeting will be scheduled with
15 the LRS, an agency representative, and the Union's staff
16 representative to review and attempt to settle the dispute.
- 17 b. If the parties are unable to reach agreement to conduct a
18 meeting, the LRS will notify the Union in writing that no
19 pre-arbitration review meeting will be scheduled.

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

23 The proceedings of any mediation or pre-arbitration review meeting
24 will not be reported or recorded in any manner, except for
25 agreements that may be reached by the parties during the course of
26 the mediation or meeting. Statements made by or to the mediator, or
27 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 LRS 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 their 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 their 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 cancelled 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

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1 presentation of repetitive witnesses. The Union is responsible for
2 paying any travel or per diem expenses for its witnesses, the grievant
3 and the union steward.

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

7 **29.4 Successor Clause**

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/10/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/10/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 30
EMPLOYEE ASSISTANCE PROGRAM

30.1 The Employee Assistance Program within the Department of Enterprise Services 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 non-participation 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.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders May 21, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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 the 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 their own personnel file, supervisory file, attendance file, payroll file, and medical file(s). The Employer will provide access to the file as soon as possible but not more than fourteen (14) calendar days from the date of a request. 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 they consider objectionable. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their 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 their work performance placed in their 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

1 the materials were not purged. The confidentiality and security of supervisory files
2 will be maintained to the extent allowed or required by law.

3 **31.6 Removal of Documents**

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

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

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

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

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

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

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

- 1 2. There have been no documented performance deficiencies in a
- 2 subsequent performance evaluation; and
- 3 3. The employee submits a written request for its removal.
- 4 E. Other material or information of an adverse nature will be removed from an
- 5 employee's personnel file after three (3) years if:
- 6 1. Circumstances do not warrant a longer retention period; and/or
- 7 2. There have been no documented performance deficiencies in a
- 8 subsequent performance evaluation; and
- 9 3. The employee submits a written request for its removal.
- 10 F. Nothing in this Section will prevent the Employer from agreeing to an
- 11 earlier removal date, unless to do so would violate [RCW 41.06.450](#).
- 12 G. Once a discipline, performance evaluation or other document has been
- 13 removed, or is eligible to be removed from the personnel file as outlined in
- 14 [Subsections 31.6](#) B, C, D or E above, the information removed will not be
- 15 used in subsequent disciplinary actions, unless mutually agreed otherwise.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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ARTICLE 32
REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 they have a disability and require a reasonable accommodation to perform the essential functions of their 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 their reasonable accommodation information that is maintained by the Employer.

- 1 D. The Employer will determine whether an employee is eligible for a
2 reasonable accommodation and the final form of any accommodation to be
3 provided. The Employer will attempt to accommodate the employee in their
4 current position prior to looking at accommodations in alternative vacant
5 positions.

6 **32.2 Disability Separation**

- 7 A. An employee with permanent status may be separated from service when
8 the agency determines that the employee is unable to perform the essential
9 functions of the employee's position due to a mental, sensory or physical
10 disability, which cannot be reasonably accommodated. Determinations of
11 disability may be made by the agency based on an employee's written
12 request for disability separation or after obtaining a written statement from
13 a physician or licensed mental health professional.
- 14 B. The agency may separate an employee after providing at least fourteen (14)
15 calendar days' written notice when the agency has medical documentation
16 of the employee's disability and has determined that the employee cannot
17 be reasonably accommodated in any available position. The agency may
18 immediately separate an employee that requests separation due to disability.
- 19 C. An employee separated due to disability will be placed in the General
20 Government Transition Pool Program if they submit a written request to the
21 agency's Human Resources Office for reemployment in accordance with
22 [WAC357-46-090 through-WAC 357-46-105](#) and have met the
23 reemployment requirements of [WAC 357-19-475](#).

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- 1 D. Disability separation is not a disciplinary action. An employee who has been
2 separated because of a disability may grieve their disability separation in
3 accordance with [Article 29](#), Grievance Procedure, unless the separation was
4 at the employee's request.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 33
SENIORITY

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 but shall not exceed that of a full time (2,088 hours annually) employee. 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. Leave for service as a volunteer with humanitarian and disaster relief organizations;
6. Reducing the effects of layoff, ~~and/or~~

7. Leave for Union employment in accordance with [Sections 39.8](#) and [39.10](#), of [Article 39](#), Union Activities, ~~and/or~~

8. Leave authorized by a governor's proclamation directly related to health and safety.

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 and recall, 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,

1 1. For positions impacted by the implementation of the IT Professional
2 Structure on July 1, 2019, total continuous time spent in a previously
3 abolished IT classification will be counted if the position number
4 was the same on June 30, 2019 and July 1, 2019.

5 B. Longest continuous time with the agency, and

6 C. By lot.

7 **33.3 Seniority List**

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

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 20, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026

Amy Spiegel, Director of Negotiations
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ARTICLE 34
LAYOFF AND RECALL

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

*The provisions of this Article do not apply to Department of Social and Health Services WMS employees, see addendum BA.

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; or

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

3 **34.4 Voluntary Layoff, Leave without Pay or Reduction in Hours**

- 4 A. Appointing authorities may allow an employee to volunteer to be laid off,
5 take leave without pay or reduce their hours of work in order to reduce
6 layoffs. If it is necessary to limit the number of employees in an agency on
7 unpaid leave at the same time, the Appointing Authority will determine who
8 will be granted a leave without pay and/or reduction in hours based upon
9 staffing needs.

- 10 B. Appointing authorities will allow an employee in the same job classification
11 and location where layoffs will occur to volunteer to be laid off provided
12 that the employee is in a position requiring the same skills and abilities, as
13 defined in [Section 34.8](#), as a position subject to layoff. Any volunteer for
14 layoff shall have no formal or informal options. In those situations where
15 an employee has volunteered to be laid off, the Employer will designate the
16 separation of employment as a layoff for lack of work and/or lack of funds.

- 17 C. If the Appointing Authority accepts the employee's voluntary request for
18 layoff, the employee will submit a non-revocable letter stating they are
19 accepting a voluntary layoff from state service.

- 20 D. Employees who volunteer to be laid off may request to participate in the
21 General Government Transition Pool Program and/or have their names
22 placed on the layoff lists for the job classifications in which they held
23 permanent status, regardless of a break in service.

24 **34.5 Non-Permanent and Probationary Employees**

- 25 Employees with permanent status will not be separated from state service through
26 a layoff action without first being offered positions for which they have the skills
27 and abilities to perform within their current job classification within the layoff unit

1 currently held by non-permanent and probationary employees. Non-permanent
2 employees will be separated from employment before probationary employees.

3 **34.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

4 A. The Employer may temporarily reduce the work hours of an employee to
5 no less than twenty (20) per week due to an unanticipated loss of funding,
6 revenue shortfall, lack of work, shortage of material or equipment, or other
7 unexpected or unusual reasons. Employees will normally receive notice of
8 ~~tenseven~~ (107) calendar days of a temporary reduction of work hours. The
9 notice will specify the nature and anticipated duration of the temporary
10 reduction.

11 B. The Employer may temporarily layoff an employee for up to thirty (30)
12 calendar days due to an unanticipated loss of funding, revenue shortfall,
13 lack of work, shortage of material or equipment, or other unexpected or
14 unusual reasons. Employees will normally receive notice of ~~tenseven~~ (107)
15 calendar days of a temporary layoff. The notice will specify the nature and
16 anticipated duration of the temporary layoff.

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

- 19 1. Be paid any leave balance if the layoff was due to the lack of funds.
20 2. Bump to any other position, or
21 3. Be placed on the layoff list.

22 D. A temporary reduction of work hours or layoff being implemented as a
23 result of lack of work, shortage of material or equipment, or other
24 unexpected or unusual reason will be in accordance with seniority, as
25 defined in [Article 33](#), Seniority, among the group of employees with the
26 required skills and abilities as defined in [Section 34.8](#), in the job

1 classification at the location where the temporary reduction in hours or
2 layoff will occur.

3 E. A temporary reduction of work hours or layoff will not affect an employee's
4 holiday compensation, periodic increment date or length of review period,
5 and the employee will continue to accrue vacation and sick leave credit at
6 their normal rate.

7 F. In the event of a temporary reduction of work hours, and in advance to the
8 extent possible, the Employer will investigate the availability and consider
9 participation in the Washington State Employment Security Department's
10 Shared Work program.

12 **34.7 Layoff Units**

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

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

18 **34.8 Skills and Abilities**

19 Skills and abilities are documented criteria found in license/certification
20 requirements, federal and state requirements, position descriptions or, bona fide
21 occupational qualifications approved by the Human Rights Commission that have
22 been identified at least three (3) months prior to the layoff. In no case will the skills
23 and abilities required in layoff be more restrictive than those required when filling
24 positions. For employees who held permanent status in IT classes that were
25 abolished, an employee's work history and completed IT Assessment Form will
26 also be considered in determining skills and abilities.

1 **34.9 Formal Options**

2 A. Employees will be laid off in accordance with seniority, as defined in
3 [Article 33](#), Seniority, among the group of employees with the required skills
4 and abilities, as defined in [Section 34.8](#), above.

5 Employees being laid off will be provided the following options to
6 comparable positions within the layoff unit, in descending order, as follows:

7 1. A funded vacant position for which the employee has the skills and
8 abilities, within their current job classification.

9 2. A funded filled position held by the least senior employee for which
10 the employee has the skills and abilities, within their current
11 permanent job classification.

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

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

24 B. For multi-employee layoffs, more than one (1) employee may be offered
25 the same funded, vacant or filled position. In this case, the most senior
26 employee with the skills and abilities who accepts the position will be

1 appointed. Appointments will be made in descending order of seniority of
2 employees with the skills and abilities of the position(s).

3 C. If a job classification in which an employee has previously held status has
4 been abolished or revised, a crosswalk to the class series will be used to
5 identify any layoff option(s). The employee must have the skills and
6 abilities of any identified position. For employees who held permanent
7 status in IT classes that were abolished a completed IT Assessment form
8 will be used to identify available layoff options within the IT professional
9 structure.

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

13 E. If the Employer elects to implement all the stages of a layoff on a single
14 effective date, and an employee accepts their formal option and then
15 subsequently declines the option prior to the effective date of the layoff, the
16 Employer will amend the formal option of any employee who is affected by
17 this declination.

18 F. For employees in the IT Professional Structure, layoff options within the
19 layoff unit will be determined as follows:

20 1. a. A funded vacant position within their current permanent job
21 family and level for which the employee has the skills and
22 abilities.

23 b. A funded vacant position within another job family and level
24 at the same salary range for which the employee has the
25 skills and abilities.

2. a. A funded filled position held by the least senior employee within their current permanent job family and level for which the employee has the skills and abilities.

b. A funded filled position held by the least senior employee within another job family and level within the same salary range as their current permanent job family and level for which the employee has the skills and abilities.

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 their current permanent position, within a job classification or job family and level in which the employee has held permanent status or, at the employee's written request, to a lower classification or level within a job classification series or job family that the employee has held permanent status, even if the employee has not held permanent status in the lower job classification or level in a job family.

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. For employees impacted by the IT Professional Structure implemented July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify layoff options within the IT Professional Structure.

34.10 Informal Options

A. An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their 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.

B. An employee being laid off who has no formal option or their formal option would cause a bump or an unreasonable commute, as defined in [Section 36.3](#), Duty Station, may be offered a funded vacant position to job classifications or the job family and level they have held permanent status, 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.

C. For employees impacted by the IT Professional Structure implemented on July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.

D. 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.

E. 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 layoff or a temporary reduction of work hours. 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 or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the temporary reduction of work hours to ensure continued compliance with the Agreement.

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 ~~twentyfive~~ (2015) 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 on the same day it is provided to the employee.

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 ~~twentyfive~~ (2015) calendar days' notice, the employee will be paid their salary for the days they would have worked had full notice been given.

C. Employees will be provided seven (7) calendar days to accept or decline, in writing, any formal option provided to them. Except for cyclical or seasonal employees, if the seventh (7) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the ~~twentyfive~~ (2015) 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:

Transfer or Bump

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

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

2 An employee who bumps to another position with a lower salary range will
3 be paid an amount equal to their current salary, provided it is within the
4 salary range of the new position. In those cases where the employee's
5 current salary exceeds the maximum amount of the salary range for the new
6 position, the employee will be compensated at the maximum salary of the
7 new salary range.

8 C. Appointment from a Layoff List

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

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

24 **34.14 Transition Review Period**

25 A. The Employer may require an employee to complete a six (6) month
26 transition review period when the employee accepts a layoff option to a job
27 classification or future-equivalent job classification in which they have:

1. Not held permanent status;
2. Been appointed from the General Government Transition Pool Program; or
3. Been appointed from a layoff list.

The Employer may extend a transition review period for an individual as long as the total period does not exceed twelve (12) months.

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

C. 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 their eligibility expires or they have been rehired to a different position for which they have the skills and abilities.

F. An employee who is separated during their 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](#), Grievance Procedure.

- 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 they are certified from the list and waives the appointment to a position for that job classification three (3) 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.

1 **34.16 General Government Transition Pool Program**

2 ~~All employees who are subject to layoff will be notified by the Employer of their~~
3 ~~right to request their names be placed into the General Government Transition Pool~~
4 ~~Program. notified that they are at risk of being laid off or have been laid off may~~
5 ~~request their names be placed into the General Government Transition Pool~~
6 ~~Program.~~ When a vacancy occurs within an agency, the Employer will consider
7 employees in the General Government Transition Pool Program in accordance with
8 [Article 4](#), Hiring and Appointments.

9 **34.17 Project Employment**

10 A. Less Than ~~Five-Three~~ Years of Continuous Project Employment

11 Project employees who have been in project status for less than ~~five-three~~
12 (~~35~~) consecutive years have layoff rights within their project.

13 B. ~~Five-Three~~ Years or Greater of Continuous Project Employment

14 1. Project employees who were hired into a project position prior to
15 July 1, 2013 and who have been in project status for ~~five-three~~ (~~35~~)
16 consecutive years or greater will have layoff rights within the
17 agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they
18 have no layoff options in their project.

19 2. Project employees who were hired into a project position through
20 the competitive process on or after July 1, 2013 and who have been
21 in project status for five (5) consecutive years or greater will have
22 layoff rights within the agency as outlined in [Sections 34.9, 34.10](#)
23 and Appendix C if they have no layoff options in their project.

24 3. Project employees who were not hired into a project position
25 through the competitive process on or after July 1, 2013 will have
26 layoff rights in accordance with Subsection D below.

1 C. Permanent status employees who left regular classified positions to accept
2 project employment without a break in service have layoff rights within the
3 agency in which they held permanent status. The employees' return rights
4 are to the job classification they last held permanent status in prior to
5 accepting project employment using the procedure outlined in [Section 34.9](#).

6 D. Project employees who are separated from state service due to layoff will
7 be notified by the Employer of their right to ~~may~~ request their names be
8 placed into the General Government Transition Pool Program. Upon layoff
9 from the project, project employees who entered the project through the
10 competitive process and remain in project status for two (2) consecutive
11 years will be eligible to have their names placed on the internal layoff list
12 for the classes in which permanent project status was attained. Bumping
13 options will be limited to the project boundaries.

14 **34.18 Seasonal Career Employment**

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

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

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

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

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2. Department of Natural Resources – See Appendix C, Layoff Units.
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.

34.19 Resources and Support

In the event of a layoff, and in advance to the extent possible, the Employer will provide a list of resources. In addition, the Employer will provide support to impacted employees, including but not limited to, assistance navigating the layoff process, addressing benefits, leave, and payroll-related questions, providing access to all available layoff lists the employee qualifies for, including the General Government Transition Pool. The Union may also submit a list of resources to be included with the information that is provided to the employees.

TENTATIVE AGREEMENT REACHED

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

For the Employer

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

For the Union

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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;

- 1 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,
2 and temporarily or permanently lay off employees;
- 3 L. Determine, prioritize and assign work to be performed;
- 4 M. Determine the need for and the method of scheduling, assigning,
5 authorizing and approving overtime;
- 6 N. Determine training needs, methods of training and employees to be trained;
- 7 O. Determine the reasons for and methods by which employees will be laid-
8 off; and
- 9 P. Suspend, demote, reduce pay, discharge, and/or take other disciplinary
10 actions.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 36
EMPLOYEE RIGHTS

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

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 their employment for the State, they have the right to request representation and indemnification through their agency in accordance with [RCW 4.92.060](#) and [070](#).

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

A. Each bargaining unit employee will be assigned an official duty station. The term “official duty station” or “duty station” as used throughout this Agreement shall not mean “Official Station” for determining travel entitlements in accordance with the [SAAM](#).

B. The Employer will not change an employee’s duty station for the sole purpose of eliminating their eligibility to receive premium pay in accordance with [Section 42.19](#).

C. If the official duty station is changed, the employee will be given a fifteen (15) calendar day notice, or a shorter notification period may be agreed to.

1 D. If reassignment of an official duty station results in a commute in excess of
2 ~~twenty-five~~^{thirty} (25~~30~~) miles in addition to the current commute, the
3 employee may exercise their rights under [Article 34](#), Layoff and Recall. The
4 notice will contain the employee's rights below.

5 Upon request, the Human Resource office will discuss possible layoff
6 scenarios and process with the employee.

7 **36.4 Use of Volunteers and Student Workers**

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

12 **36.5 Right to Representation**

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

20 **36.6 Attendance at Meetings**

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

- 23 1. Investigatory interviews and pre-disciplinary meetings, in
24 accordance with [Article 27](#), Discipline, and
- 25 2. Informal grievance resolution meetings, grievance meetings,
26 mediation sessions, alternative dispute resolution meetings and
27 arbitration hearings scheduled in accordance with [Article 29](#),

1 Grievance Procedure. When an employee is subpoenaed as a witness
2 on behalf of the Union in an arbitration case, the employee may
3 appear without loss of pay if they appear during their work time,
4 providing the testimony given is related to their job function or
5 involves matters they have witnessed and is relevant to the
6 arbitration case.

7 B. An employee will be allowed reasonable time, as determined by the
8 Employer, to travel to and from management scheduled investigatory
9 interviews, pre-disciplinary meetings, informal grievance resolution
10 meetings, grievance meetings, mediation sessions, and alternative dispute
11 resolution meetings conducted during their normal work hours. Time spent
12 traveling during the employee's non-work hours in order to attend the
13 meetings will not be considered work time. An employee may be authorized
14 by their supervisor to adjust their work schedule, take leave without pay,
15 compensatory time, exchange time or vacation leave to prepare for and
16 travel to and from an arbitration hearing, and/or union management
17 communication committee meeting. Release during normal working hours
18 to prepare for and travel to union management communication committee
19 meetings is outlined in [Sections 37.3.A](#), and [37.3.B.C](#). An employee
20 must notify their supervisor prior to being released from duty in accordance
21 with this Article to attend a meeting, hearing or mediation session.
22 Notification must include the approximate amount of time the employee
23 expects the meeting or hearing to take. As determined by the supervisor,
24 any agency business requiring the employee's immediate attention must be
25 completed prior to attending the meeting or hearing. An employee cannot
26 use a state vehicle to travel to and from a work site in order to attend a
27 meeting unless authorized by the agency.

1 **36.7 Workload**

2 1. If an employee believes their workload is not achievable within the
3 worktime authorized by the Employer, the employee may seek the
4 assistance of their supervisor. The supervisor is responsible for providing
5 the employee with direction and guidance that may include the setting of
6 priorities, adjustment of work, or other actions that will assist the employee
7 in the accomplishment of their work assignments.

8 2. If the employee still has workload concerns after discussion with their
9 supervisor, the employee may raise these concerns to their manager. If the
10 workload concerns are similar across the work unit, the Union may raise
11 these issues at the appropriate Union-Management Communications
12 Committee under [Article 37](#) of the parties' collective bargaining agreement.
13 If the work unit still has workload concerns across the work unit, the Union
14 may raise these issues with the Appointing Authority.

15 3. This Workload Subsection is not subject to the grievance procedure,
16 however the employee may file a complaint with their Appointing Authority
17 or designee if the employee's supervisor or manager fails to discuss the
18 employee's workload concerns with the employee.

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2 **36.8 Statewide Exit Survey**

3 The Employer will offer the Statewide Exit Survey to all employees who
4 voluntarily leave their agency. Employees are encouraged but not required to take
5 the survey.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

6

ARTICLE 37
UNION-MANAGEMENT COMMUNICATION COMMITTEES

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

~~*This article has been modified by an Agency MOU~~

~~*This article has been modified by a Statewide MOU~~

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 Collective Bargaining 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 Children, Youth, and Families, 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 D, 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

1 addressed at the agency level. Ad-hoc committees may be established by
2 mutual agreement at an agency level statewide committee or a local level
3 committee described above, in [Subsections 37.1](#) B and C. Local and sub-
4 agency committees may only be established by mutual agreement at an
5 agency level statewide committee described in [Subsection 37.1](#) B. Either
6 party may subsequently determine that the local or sub-agency committee
7 should cease to meet.

- 8 E. For committees established in accordance with [Subsection 37.1](#) B and C,
9 either team may suggest steps to improve the effectiveness of the meetings.
10 Suggestions for doing so may be raised at committee meetings and
11 implemented upon mutual agreement. The agency Labor Relations Office,
12 Human Resources Office, Office of Financial Management's Labor
13 Relations & Compensation Section, the Union's Staff Representative and/or
14 Union's Headquarters office will be available to provide assistance and
15 coordination. The parties will mutually bear the costs associated with
16 implementation efforts.

17 **37.2 Committees**

18 A. Statewide Collective Bargaining Agreement Committee

19 The Statewide Collective Bargaining Agreement Committee will be
20 composed of up to ten (10) employee representatives selected by the Union
21 and up to ten (10) Employer representatives. Additional staff of the Union
22 and the OFM State Human Resources Labor Relations & Compensation
23 Policy Section (LR&CP) may also attend. If agreed to by the parties,
24 additional representatives may be added. Committee meetings will be
25 conducted at least every six (6) months, unless agreed otherwise.

26 B. Agency-wide, Administration/Division Level (Parks and Recreation 27 Commission, Department of Social and Health Services and Department of

Children, Youth, and Families 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 three (3) 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. Within the Parks and Recreation Commission, a Law Enforcement subcommittee will be established. The subcommittee will consist of up to four (4) employee representatives selected by the Union and up to four (4) Employer representatives. Additional paid staff of the Union and the Employer may also attend. ~~The Law Enforcement subcommittee facilitator will be the Washington State Parks Chief of Visitor Protection and Law Enforcement.~~ This subcommittee will meet two (2) times per year, once in the spring and once in the fall.
3. Administration/Division level committees within the Department of Social and Health Services will be established within Community Services, Child Support, Disability Determination Services, Vocational Rehabilitation, Home and Community Living Administration, and the Behavioral Health and Habilitation

Administration, and will consist of up to nine (9) Employer representatives and up to nine (9) employee representatives. At the Department of Children, Youth, and Families, division wide committees will be established within the Office of the Chief ~~of Staff~~Administrative Officer, Juvenile Rehabilitation, Child Welfare ~~Field—OperationsPartnership~~, Prevention and ~~Client—~~Services, Licensing, and Early Learning. and will consist of up to six (6) Employer representatives and up to six (6) 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. 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, except for the Northwest Region who will conduct meetings up to four (4) times per year.

5. Local level committees will consist of up to five (5) Employer representatives and up to five (5) employee representatives, except for specific local level committees within the Department of Social and Health Services as outlined in Subsection 37.2 (B)(5). 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,

1 additional representatives may be added. Committee meetings will
2 be conducted up to four (4) times per year, unless agreed otherwise.

3 6. In the Department of Social and Health Services, local level
4 committees in the Community Services Division and Home and
5 Community living Administration will consist of up to ten (10)
6 Employer representatives and up to ten (10) employee
7 representatives. Additional paid staff of the Union and the Employer
8 may also attend. The Employer and Union will be responsible for
9 the selection of their own representatives. If agreed to by the parties,
10 additional representatives may be added. Committee meetings will
11 be conducted up to four (4) times per year, unless agreed otherwise.

12 7. Agency-wide committees for ~~Office of Superintendent of Public~~
13 ~~Instruction (OSPI) and~~ the Washington State Commission on
14 Hispanic Affairs (CHA) will consist of up to three (3) Employer
15 representatives and up to three (3) employee representatives.
16 Additional paid staff of the Union and the Employer may also
17 attend. The Employer and Union will be responsible for the
18 selection of their own representatives. If agreed to by the parties,
19 additional representatives may be added. Committee meetings will
20 be conducted up to three (3) times per year, unless agreed otherwise.

21 37.3 Participation and Process

22 A. The Union will provide the Employer with the names of its committee
23 members at least ten (10) calendar days in advance of the date of the
24 meeting in order to facilitate the release of employees. The Employer will
25 release employee representatives to attend committee meetings if their
26 absences do not cause a disruption of work. Employees will be granted
27 reasonable time during their normal working hours, as determined by the

1 Employer, to prepare for union management communication committee
2 meetings.

3 B. Employees attending committee meetings during their work time will have
4 no loss in pay. Attendance at pre-meetings, meetings and travel to and from
5 agency-wide communication committee meetings during employees' non-
6 work time will not be compensated for or considered as time worked. The
7 Union is responsible for paying any travel or per diem expenses of
8 employee representatives. Employee representatives may not use state
9 vehicles to travel to and from a union management communication
10 committee meeting, unless authorized by the agency for business reasons.

11 C. All committee meetings will be scheduled on mutually acceptable dates and
12 times.

13 D. Each party will provide the other with any topics for discussion seven (7)
14 calendar days prior to the meeting. Suggested topics may include, but are
15 not limited to, administration of the Agreement, changes to law, legislative
16 updates and/or organizational change.

17 E. If topics discussed result in follow-up by either party, communication will
18 be provided by the responsible party.

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1 **37.4 Scope of Authority**

2 All of the committee meetings established under this Article will be used for
3 discussions only, and the committees will have no authority to conduct any
4 negotiations, bargain collectively or modify any provision of this Agreement. The
5 parties are authorized, but not required, to document mutual understandings. The
6 committees' activities and discussions will not be subject to the grievance
7 procedure in [Article 29](#), Grievance Procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/25/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

This MOU is proposed as full and final settlement for all issues contained in Article 37.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES COUNCIL 28**

The Washington State Parks and Recreation Commission and the Washington Federation of State Employees agree to establish a pilot sub-committee for maintenance and trades employees consistent with the provisions of Article 37, Section 37.2(B)(2). The pilot will run from July 1, 2027 to June 30, 2029, to determine whether there are a sufficient number of issues specific to this group to support mutual agreement for the establishment of a permanent sub-committee.

The Maintenance and Trades subcommittee will consist of up to four (4) employee representatives selected by the Union and up to four (4) Employer representatives. Additional paid staff of the Union and the Employer may also attend. The subcommittee will meet two (2) times per year, at a mutually agreed upon time and date.

This MOU shall expire on June 30, 2029

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

Amy M. Spiegel 8/26/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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.

A. The Employer will notify the Executive Director of the Union of these changes in writing to mandatorynotice@wfse.org, citing this Article. The written notice must include:

1. A description of the intended change, including information relevant to the impacts of the change on employees and a list of the job classifications and names of affected employees if known;
2. Where the change will occur; and
3. The date the Employer intends to implement the change.

B. Within twenty-one (21) calendar days of receipt of the written notice the Union may request negotiations over the changes. The timeframe for filing a demand to bargain will begin after the Employer has provided written notice to the Executive Director of the Union. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. The written notice requesting bargaining must be filed with the OFM State Human Resources Labor Relations & Compensation Policy Section (LR&CP) at labor.relations@ofm.wa.gov. The notice will include a list of at least ~~five~~ three (~~5~~3) dates the Union team is available.

C. 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.

1 D. There may be emergency or mandated conditions that are outside of the
2 Employer's control requiring immediate implementation, in which case the
3 Employer will notify the Union as soon as possible.

4 **38.2** Prior to making any change in written agency policy that is a mandatory subject of
5 bargaining, the Employer will notify the Union and satisfy its collective bargaining
6 obligations per [Section 38.1](#).

7 **38.3** The parties will agree to the location and time for the discussions and/or
8 negotiations. Each party is responsible for choosing its own representatives for
9 these activities. The Employer and the Union recognize the importance of
10 scheduling these discussions and/or negotiations in an expeditious manner. Unless
11 agreed otherwise, the parties agree to schedule the bargaining to occur within thirty
12 (30) calendar days of receipt of the request to bargain. If the Union has made an
13 information request prior to the meeting being scheduled, the parties will schedule
14 bargaining to occur within thirty (30) calendar days of the Employer fulfilling the
15 information request.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 39
UNION ACTIVITIES

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

~~*This Article has been modified by an MOU~~

39.1 Staff Representatives

A. Notification and Recognition

1. The Union will provide the Employer with a written list of staff representatives, their geographic jurisdictions and the appropriate contacts for each agency.
2. The Employer will recognize any staff representative on the list.
3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

B. Access (excluding Department of Social and Health Services – Special Commitment Center)

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities.
2. The representatives will notify local management prior to their arrival and will not interrupt the normal operations of the agency.
3. 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. Access for Department of Social and Health Services – Special Commitment Center only

1. Staff representatives may have access to the Employer's offices or facilities in accordance with agency policy to carry out representational activities provided:

a. The representative notifies local management prior to their arrival,

b. It does not interrupt the normal operations of the office or facility; and

c. If required, Background Central Check Unit~~National Crime Information Center (NCIC)~~ checks have been completed and the representative is cleared for access into the office or facility.

2. 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 their 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.
4. ~~Group~~ New Employee Orientations and meetings in accordance with [Section 39.11](#).

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 their supervisor to adjust their 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 [Subsections 39.2](#) B and C above, the union steward must obtain prior approval from their supervisor to prepare for and/or attend any meeting during their 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 their 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 equipment, offices and facilities may be used by the Union to hold meetings, which may include virtual meetings subject to the provisions of this Agreement, agency policy, availability of the space and with prior authorization of the Employer.

B. Supplies and Equipment

1 The Union and employees covered by this Agreement will not use state-
2 purchased supplies or equipment to conduct union business or
3 representational activities. This does not preclude the use of the telephone,
4 or similar devices that may be used for persons with disabilities, for
5 representational activities if there is no cost to the Employer, the call is brief
6 in duration and it does not disrupt or distract from agency business.

7 C. E-mail, ~~Fax Machines, the Internet, and Intranets~~

8 The Union and employees covered by this Agreement ~~will not may~~ use
9 state-owned or operated ~~e-mail, fax machines, the internet, or intranets~~ to
10 communicate with one another, ~~except~~ as provided in this agreement.
11 ~~Employees may use state operated e-mail to request union representation.~~
12 ~~Union representatives and stewards may use state owned/operated~~
13 ~~equipment to communicate with the affected employees and/or the~~
14 ~~Employer for the exclusive purpose of administration of this Agreement to~~
15 ~~include electronic transmittal of grievances and responses in accordance~~
16 ~~with Article 29, Grievance Procedure. It is the responsibility of the sending~~
17 ~~party to ensure the material is received.~~ Such use will:

- 18 1. Result in little or no cost to the Employer;
- 19 2. Be brief in duration and frequency;
- 20 3. Not interfere with the performance of their official duties;
- 21 4. Not distract from the conduct of state business;
- 22 5. Not disrupt other state employees and will not obligate other
23 employees to make a personal use of state resources;
- 24 6. Not compromise the security or integrity of state information or
25 software; and

1 7. Not include ~~general communication and/or solicitation with~~
2 ~~employees.~~communications that are in support or opposition of a
3 ballot proposition or candidate for federal, state, or local public
4 office.

5
6 ~~The Union and its stewards will not use the above referenced state~~
7 ~~equipment for union organizing, internal union business, advocating for or~~
8 ~~against the Union in an election or any other purpose prohibited by the~~
9 ~~Executive Ethics Board.~~ Communication that occurs over state-owned
10 equipment is the property of the Employer and may be subject to public
11 disclosure.

12 **39.4 Information Requests**

13 A. The Employer agrees to provide the Union, upon written request, access to
14 materials and information necessary for the Union to fulfill its statutory
15 responsibility to administer this Agreement.

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

19 C. When the Union submits a request for information that the Employer
20 believes is unclear or unreasonable, or which requires the creation or
21 compilation of a report, the Employer will contact the Union staff
22 representative and the parties will discuss the relevance, necessity and costs
23 associated with the request and the amount the Union will pay for receipt of
24 the information.

1 **39.5 Agency Policies**

2 Agencies will provide to the Union any new human resources related policies
3 affecting represented employees or updates to existing human resource related
4 policies affecting represented employees during the term of the Agreement.

5 **39.6 Bulletin Boards, Newsstands and Websites**

6 A. The Employer will maintain bulletin board(s) or space on existing bulletin
7 boards currently provided to the Union for union communication. In
8 bargaining units where no bulletin board or space on existing bulletin boards
9 has been provided, the Employer will supply the Union with adequate
10 bulletin board space in convenient places. Material posted on the bulletin
11 board will be appropriate to the workplace, politically non-partisan, in
12 compliance with state ethic laws, and identified as union literature. Union
13 communications will not be posted in any other location in the agency. If
14 requested by the Union, the Employer will identify areas where Union
15 provided newsstands can be located in their offices/facilities.

16 B. In the State Operated Living Alternatives (SOLA) program residences
17 within the Department of Social and Health Services, the Employer will
18 make available a three-ring binder that is designated for union materials.
19 Materials in the binder will be appropriate to the workplace, politically non-
20 partisan, in compliance with state ethic laws, and identified as union
21 literature. Union materials may be distributed to the SOLA binders in
22 accordance with [Section 39.7](#) of this Article.

23 C. Upon mutual agreement between an agency and the Union, the agency will
24 display a link to a Union webpage on the agency's intranet. The webpage
25 content shall be consistent with the provisions of [39.6\(A\)](#) and must comply
26 with the executive ethics act, [Chapter 42.52 RCW](#) and [WAC 292-110-010](#).
27 Use of state equipment to view the website will comply with the executive

ethics act and shall be allowed only during an employee's authorized break times.

39.7 Distribution of Material

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

1. The employee is off-duty and;
2. The distribution does not disrupt the Employer's operation and;
3. 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 and;
4. The employee must notify the Employer in advance of their intent to distribute information and;
5. Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

~~B. The Union may submit informational fliers twice per month in PDF format to the agency HR department's designated point of contact (POC) for distribution by the agency to bargaining unit employees via the state email system. Content will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Content that does not meet these standards will not be distributed by the agency. The union will provide the HR POC with a minimum of three (3) business days' notice to distribute the flyer and every effort will be made for distribution to be completed no later than the day following the notice period. This does not extend use of the state's email system to the union for~~

~~general communication purposes beyond the provisions of this CBA. The agency will include the following statement with each informational flyer:~~

~~“This information is from the Washington Federation of State Employees, not your employer. You are receiving this email in accordance with the collective bargaining agreement. During meal breaks and on personal time, you may use your state issued computers and internet access for the purpose of receiving and reviewing, distributed information and forwarding it to a personal email address. Please use your personal email and personal device for communications and meetings related to union business. If you have any questions, please contact the WFSE Member Connection Center (MCC) at 833-MCC-WFSE or email MCC@wfse.org from your personal email.”~~

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 their 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 sick leave in the amount of one (1) hour for every forty (40) hours worked but will not accrue vacation leave during the period of absence. When the President and Vice-President return to state service their sick leave balances will not exceed their leave balances as of the date the period of absence commenced. If the President

1 or Vice-President retire or separate from state service rather than return to
2 state service their leave balances will not exceed their leave balances on the
3 date the period of absence commenced. If the sick leave balance was under
4 forty (40) hours as of the date the period of absence commenced, they will
5 retain accrued sick leave up to forty (40) hours total upon return to state
6 service..

7 C. Indemnification

8 The Union will defend, indemnify and hold harmless the Employer for any
9 and all costs including attorney's fees, damages, settlements, or judgments,
10 or other costs, obligations, or liabilities the Employer incurs as a result of
11 any demands, claims, or lawsuits filed against the Employer arising out of
12 or in relation to actions taken by the President or Vice-President, or their
13 status as President or Vice-President, during the period of absence.

14 D. Return Rights

15 The President and Vice-President will have the right to return to the same
16 position or in another position in the same job classification and the same
17 geographic area as determined by the Employer, provided such
18 reemployment is not in conflict with other Articles in this agreement. If the
19 job classification of the position in which the President and/or Vice-
20 President has return rights to has been abolished or revised, a crosswalk to
21 the class series will be used to identify their return rights. The Employer
22 will assess any training needs, including those requested by the employee,
23 and provide the necessary training for the returning employee. Any layoff
24 as a result of the return will be processed in accordance with [Article 34](#),
25 Layoff and Recall. The Union and the Employer may enter into a written
26 agreement regarding return rights at anytime during the leave. The period
27 of leave will not impact the employee's seniority date.

1 **39.9 Time Off for Union Activities**

2 A. Union designated employees may be allowed time off without pay to attend
3 union-sponsored meetings, training sessions, conferences, and conventions.
4 The employee's time off will not interfere with the operating needs of the
5 agency as determined by management. If the absence is approved, the
6 employees may use accumulated compensatory time, vacation leave,
7 exchange time, or personal holiday in accordance with [Article 10](#), Holidays,
8 instead of leave without pay. However, employees must use compensatory
9 time prior to their use of vacation leave, unless the use would result in the
10 loss of their vacation.

11 B. The Union will give the Employer a written list of the names of the
12 employees it is requesting attend the above listed activities at least fourteen
13 (14) calendar days prior to the activity.

14 C. Thirty (30) Minute Paid Union Leave

15 The parties agree communication, education and direct feedback between
16 bargaining unit members and Union representatives are essential to
17 productive labor relations. Therefore, one meeting up to thirty (30) minutes
18 will be allowed during the term of the Collective Bargaining Agreement as
19 paid release time during regular working hours and may be in person or
20 [virtual](#) ~~by phone~~. For tracking purposes, this thirty (30) minutes will be
21 considered paid union leave and allowed under the following conditions:

- 22 1. Union leave shall not disturb the services of the Employer, clients
23 and its customers and shall be accomplished without causing the
24 Employer to incur additional costs.
- 25 2. Union leave will require approval through the bargaining unit
26 member's supervisor, scheduler or manager.

3. Positions requiring relief will be excluded from this Subsection unless a Memorandum of Understanding is agreed upon that identifies a process that allows this union leave without impacting Employer services.

4. If a shop steward and/or another Employer paid staff is the Union representative who meets with bargaining unit members during this union leave, the provisions of [Subsection 39.9](#) A will apply.

5. Bargaining unit members will not be required to meet with the Union and will not suffer discrimination or retaliation because of their choice to meet or not meet.

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 Access To New Employees [Orientation](#)

A. [Notice of New Employees](#)

The Employer will:

1) [Copy NEO@wfse.org on all appointment letters for new employees in bargaining unit positions or;](#)

2) [Within seven \(7\) calendar days of a new employee's start date, provide the union at NEO@wfse.org a report of new employees being hired in bargaining unit positions that will include the new employees' name, department/division/program, appointment date,](#)

1 mailing address, and, if available at the time of the notice, work
2 location, telework status, work phone numbers and work email
3 address.

4 B. New Employee Orientations

5 Within ~~ninety-sixty~~ (6090) days of a new employee's start date in a Union
6 bargaining unit position, the Employer will provide the Union access to the
7 employee during the employee's regular work hours to present information about
8 the Union. This access will be provided in person or virtually at the employee's
9 regular worksite, ~~through an electronic virtual platform~~ or at a location mutually
10 agreed to by the Employer and the Union. ~~The -Union's presentation and~~ will be for
11 ~~no less than sixty~~ (6030) minutes. For all new employee orientations, the
12 agency will provide a minimum of seven (7) calendar days' scheduling notice to
13 the union in an email to NEO@wfse.org ~~that will include the new employees'~~
14 ~~name, department/division/program, appointment date, mailing address, and if~~
15 ~~available at the time of the notice, work location, work phone numbers and work~~
16 ~~email address.~~

17 Union meetings with new employees will include only the new bargaining unit
18 employees and union representatives unless mutually agreed otherwise.
19 Management employees will remain strictly neutral regarding attendance at the
20 meetings and their content. The Union may make use of the state-operated calendar
21 scheduling system to schedule ~~group or individual~~ meetings with new employees
22 in accordance with and for the purposes identified in this Section 39.11. No
23 employee will be required to attend the meetings or presentations given by the
24 Union.

25 1. In Person New Employee Orientation~~A. Group New Employee Orientations~~
26 and Meetings

27 When an agency provides an in person New Employee Orientation in a
28 group setting, the Union will be given an opportunity to have a union

1 steward and/or staff representative speak to the group ~~class~~ for ~~no less than~~
2 sixty ~~thirty~~ (60) ~~30~~ minutes to provide information about the Union and the
3 Collective Bargaining Agreement.

4 ~~If t~~The Union is unable to meet with employees at an in-person New
5 Employee Orientation, the Union may also arrange for in person sixty ~~thirty~~-
6 minute new employee meetings in a group setting. ~~If a union steward or~~
7 ~~other Employer-paid staff is the union representative who meets with~~
8 ~~bargaining unit employees during a group orientation or meeting, they will~~
9 ~~be permitted to do so during their normal working hours in accordance with~~
10 ~~the provisions of Section 39.2.~~

11 2. Virtual New Employee Orientation ~~B. Other New Employee Orientations~~

12 When an agency provides a New Employee Orientation in an online setting,
13 the Union will be given an opportunity to have a union steward and/or staff
14 representative meet with the new employees for sixty (60) minutes to
15 provide information about the Union and the Collective Bargaining
16 Agreement. Agencies may provide New Employee Orientations in a one on
17 one setting and/or via electronic platforms and will schedule time on the
18 employee's calendar that will include a courtesy copy to the Union. If an
19 employee's work assignment precludes the Union from meeting with the
20 new employee(s) in person, then the Union will provide the agencies with a
21 secure link to place on employee's calendars as the electronic platform for
22 the Union's orientation.

23 The agency will work with the Union to identify a time slot for this purpose,
24 schedule this time on the employee's calendar and will cc the calendar invite
25 to the Union (NEO@wfse.org) so the Union will know who has been
26 invited. The agency will ensure that no other onboarding or work meetings
27 are scheduled for the new employee during the time that is scheduled for
28 the Union's presentation. Agencies will only include the following
29 statement on the scheduling invitation:

1 In accordance with the collective bargaining agreement, [Article 39, Section](#)
2 [39.11](#) you are being provided this opportunity for access during your
3 regular work hours to a ~~sixtythirty~~ (6030) minute Union orientation
4 ~~webinar~~ to receive information about the Union and your Union contract.
5 ~~via this secure link.~~ You may use your state issued computer during work
6 time to attend this orientation. For more information about this opportunity
7 please contact the WFSE Member Connection Center (MCC) at 833-MCC-
8 WFSE or email MCC@wfse.org. All communication that occurs over state-
9 owned equipment is the property of the Employer and may be subject to
10 agency review and/or public disclosure.

11 3. No New Employee Orientation

12 When an agency does not provide a New Employee Orientation as outlined
13 above, the Union will be given the opportunity to:

- 14 1. Make an appointment with the new employee for ~~no less than~~
15 ~~sixtythirty~~ (6030) minutes; and
- 16 2. Have a Union steward and/or staff representative speak to the new
17 employee to provide information about the Union and the Collective
18 Bargaining Agreement.

19 ~~For Stewards or other Employer paid staff conducting an individual~~
20 ~~meeting with a new employee under this Subsection 39.11 B, the provisions~~
21 ~~of Subsection 39.9 A will apply.~~

22 C. New Bargaining Unit Members

23 The Union will be given the opportunity to have a union representative
24 speak with newly represented employees for ~~no less than~~sixtythirty (6030)
25 minutes to provide information about the Union and the Collective
26 Bargaining Agreement in accordance with [Subsections 39.11](#) A and B
27 above.

1 **39.12 Demand to Bargain – Release Time and Travel**

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

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

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

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

19 **39.13 Collective Bargaining Agreement Negotiations**

20 A. Release Time

21 The Union will provide OFM with one bargaining team release request for
22 all pre-planned formal negotiation dates. The Employer will approve paid
23 release time in aggregate of two hundred-fifty (250) days for all union
24 bargaining team members for formal negotiations. Upon exhaustion of this
25 bank, the Union may request the parties meet and discuss additional paid
26 release time for Union team members. The Union will provide a list of their
27 bargaining team member attendees after each formal bargaining session to

1 allow tracking for compensation and leave purposes. If employees are
2 unable to attend a bargaining session for which they have been released,
3 they will provide a leave slip to their supervisor in accordance with the
4 appropriate CBA article pertaining to the requested leave. The Employer
5 will approve miscellaneous paid leave for all remaining formal negotiation
6 sessions and for all travel to and from the sessions for Union team members
7 provided the absence of the employee for negotiations does not create
8 significant and unusual coverage issues. The Union will reimburse the
9 Employer for the “fully burdened costs” of this miscellaneous paid leave
10 for all team members not on paid release time per this Article. The Union
11 will reimburse the agency(ies) by the 20th of each month for the previous
12 month. Per diem and travel expenses will be paid by the WFSE for Union
13 team members. No overtime, compensatory time or exchange time will be
14 incurred as a result of negotiations and/or travel to and from negotiations.

15 B. Confidentiality/Media Communication

- 16 1. Bargaining sessions will be closed to the press and the public unless
17 agreed otherwise by the parties’ spokespersons.
- 18 2. No proposals will be placed on the parties’ websites.
- 19
- 20
- 21
- 22
- 23
- 24
- 25

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

For the Union

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 40
UNION DUES DEDUCTION AND STATUS REPORTS

40.1 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.

40.2 Union Deduction

A. Within thirty (30) 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 & Compensation Policy Section the percentage and maximum dues to be deducted from the employee's salary.

40.3 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;
- 6 d. Deduction code; and
- 7 e. Social Security Number.

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

10 B. Public Safety Protection Program (PSPP)

11 The Employer agrees to deduct from the wages of any employee who is a
12 member of the Union deductions for the WFSE/AFSCME PSPP. Written
13 authorizations must be on the WFSE/AFSCME Council 28 PSPP Voluntary
14 Payroll Deduction Authorization form. Deductions will include a one-time
15 initial deduction amount and ongoing monthly deduction amount.
16 Authorizations may be revoked by the employee at any time by giving
17 written notice to both the Employer and the Union. The Employer agrees to
18 remit electronically, on each state payday, any deductions made to the
19 Union together with an electronic report showing:

- 20 1. Employee name;
- 21 2. Personnel number;
- 22 3. Amount deducted;
- 23 4. Deduction code; and

5. Social Security Number.

C. Trustmark Universal Life Insurance with Long Term Care

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

1. Employee name;
2. Personnel number;
3. Amount deducted;
4. Deduction code; and
5. Social Security Number.

40.4 Status Reports

A. No later than the tenth (10) and twenty-fifth (25) of 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;

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- | | | |
|----|-----|---|
| 1 | 5. | Organization unit code, abbreviation and title; |
| 2 | 6. | Work county code and title; |
| 3 | 7. | Work location street (if available); |
| 4 | 8. | Work location city (if available); |
| 5 | 9. | Work phone number; |
| 6 | 10. | Work e-mail address (if available); |
| 7 | 11. | Employee group; |
| 8 | 12. | Job class code and title; |
| 9 | 13. | Appointment date; |
| 10 | 14. | Bargaining unit code and title; |
| 11 | 15. | Position number; |
| 12 | 16. | Pay scale group; |
| 13 | 17. | Pay scale level; |
| 14 | 18. | Employment percent; |
| 15 | 19. | Seniority date; |
| 16 | 20. | Separation date; |
| 17 | 21. | Special pay code; |
| 18 | 22. | Total salary from which union dues is calculated; |
| 19 | 23. | Deduction wage type; |
| 20 | 24. | Deduction amount; |

- 1 25. Overtime eligibility designation;
- 2 26. Retirement benefit plan; and
- 3 27. Action reason, title, and effective date (including entering or leaving
- 4 the bargaining unit and starting or stopping dues);and
- 5 28. Permanent or non-Permanent status.

6 B. No later than the last business day of January, April, July, and October of

7 each year, the Employer will provide the Union with a separate report in an

8 electronic format of the following data for all employees covered by this

9 Agreement who telework.

10 1. Personnel number

11 2. Employee name;

12 3. Classification;

13 4. Telework schedule; and

14 5. Telework location.

15 CB. Information provided pursuant to this Section will be maintained by the

16 Union in confidence according to the law.

17 DE. The Union will indemnify the Employer for any violations of employee

18 privacy committed by the Union pursuant to this Section.

19 **40.5 Revocation**

20 An employee may revoke their authorization for payroll deduction of payments to

21 the Union by written request to the Union in accordance with the terms and

22 conditions of their signed membership card. Upon receipt by the Employer of

23 confirmation from the Union that the terms of the employee's authorization for

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1 payroll deduction revocation have been met, every effort will be made to end the
2 deduction effective on the first payroll, and not later than the second payroll.

3 **40.6 Indemnification**

4 The Union agrees to indemnify and hold the Employer harmless from all claims,
5 demands, suits or other forms of liability that arise against the Employer for or on
6 account of compliance with this Article and any and all issues related to the
7 deduction of dues or fees.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/25/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 41
CLASSIFICATION

*The provisions of this Article do not apply to Department of Social and Health Services
WMS employees, see addendum AB.

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. Any changes bargained during successor negotiations are identified in Section 42.5, Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities.

B. When reallocation is necessary because the director of State Human Resources creates, abolishes, or revises a class, and an employee's duties have not changed, an employee's base salary is determined as follows:

1. An employee occupying a position reallocated to a class with the same or lower salary range of the same assigned salary schedule must be paid an amount equal to their previous base salary.
2. An employee occupying a position reallocated to a class with a higher salary range of the same assigned salary schedule must have their base salary adjusted to the same step in the new range as held in the previous range. In unique circumstances, (e.g., minimum wage adjustments) the employer may determine a different salary placement other than step for step. Upon request of the Union, the Employer will bargain the salary effect(s).
3. Upon request of the Union, the Employer will bargain the salary effect(s) of the newly proposed classification when an employee

occupying a position is reallocated to a new class that is assigned to
a range in a different salary schedule as the previous job class.

- C. 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. Salary placement for new employees will be established per [Section 42.8](#) - Establishing Salaries for new employees and new classifications. Salary placement for classification reallocations of employees in existing positions, that reflect a change in duties when an employer changes the position's duties or when an employee submits a Position Review Request (PRR), will be determined per [Section 41.5](#) - Salary Impact of Reallocation.

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 their 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(s). 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(s).

- 1 B. The supervisor will then send the completed form(s) to the local Human
2 Resources Office. The Human Resources Office will review the completed
3 form(s) and make a decision regarding appropriate classification. The
4 Human Resources Office will respond to the employee and/or the
5 employee's immediate supervisor in writing within sixty (60) calendar days
6 of receipt of the properly completed form(s). If an allocation determination
7 is not made within the sixty (60) calendar days the employee will be
8 provided with a status report. Upon request, the Human Resources Office
9 will explain the decision to the employee.
- 10 C. In the event the employee disagrees with the reallocation decision of the
11 agency, they may appeal the agency's decision to the OFM/State Human
12 Resources within thirty (30) calendar days of being provided the results of
13 a position review or the notice of reallocation. The OFM/State Human
14 Resources will then make a written determination that will be provided to
15 the employee.
- 16 D. The Employer or employee may appeal the determination of the OFM/State
17 Human Resources to the Washington Personnel Resources Board within
18 thirty (30) calendar days of being provided the written decision of the
19 OFM/State Human Resources. The Board will render a decision, which will
20 be final and binding.
- 21 E. The effective date of a reallocation resulting from an employee request for
22 a position review is the date the request was filed with the local Human
23 Resources Office.
- 24 F. Decisions regarding appropriate classification will be reviewed in
25 accordance with this Section and will not be subject to the grievance
26 procedure specified in [Article 29](#), Grievance Procedure

1 **41.4 Effect of Reallocation**

2 A. Reallocation to a Class with a Higher Salary Range Maximum

3 1. If the employee has performed the higher-level duties for at least six
4 (6) months and has the skills and abilities required of the position,
5 the employee will remain in the position and retain their existing
6 appointment status.

7 2. If the reallocation is the result of a change in the duties of the
8 position and the employee has not performed the higher-level duties
9 for at least six (6) months, the Employer must give the employee the
10 opportunity to compete for the position if they possess the required
11 skills and abilities. The Employer may choose to promote the
12 employee without competition as long as the employee possesses
13 the required skills and abilities. If the employee is not selected for
14 the position, or does not have the required skills and abilities, the
15 layoff procedure specified in [Article 34](#), Layoff and Recall, will
16 apply. If the employee is appointed to the position, they must serve
17 a trial service period.

18 B. Reallocation to a Class with an Equal Salary Range Maximum

19 1. If the employee has the skills and abilities required of the position,
20 the employee will remain in the position and retain their existing
21 appointment status.

22 2. If the employee does not have the skills and abilities required of the
23 position, the layoff procedure specified in [Article 34](#), Layoff and
24 Recall, will apply.

25 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 their 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 their 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 as follows:

1. Employees reallocated to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum 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. ~~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. At the time of the reallocation, the agency head or designee may authorize 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.~~

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2. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum 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.

B. Reallocation to a Class with an Equal Salary Range Maximum

The employee retains their previous base salary.

C. Reallocation to a Class with a Lower Salary Range Maximum

The employee will be paid an amount equal to their 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 they were receiving prior to the reallocation downward, until such time as the employee vacates the position or their 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 42
COMPENSATION

~~*The provisions of this Article do not apply to the Department of Corrections, see addendum A.~~

*The provisions of this Article do not apply to Department of Social and Health Services WMS employees, see addendum B.

42.1 General Service Pay Range Assignments

A. Effective July 1, 202~~7~~5, each classification represented by the Union will continue to be assigned to the same salary range of the General Service Salary Schedule it was assigned on June 30, 2025.

B. Effective July 1, 202~~7~~5, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule they were assigned on June 30, 202~~7~~5.

C. Effective July 1, 202~~7~~5, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with [Subsection 41.1 B](#)

D. Effective July 1, 202~~7~~5, all ranges and steps of the General Service Salary Schedule ~~effective July 1, 2025 through June 30, 2027~~ will be increased by ~~zerothree~~ percent (~~03~~%) as shown in Appendix E. ~~The salary increase is based on the General Service Salary Schedule in effect on June 30, 2025.~~

E. Effective July 1, 202~~8~~6, all ranges and steps of the General Service Salary Schedule will be increased by ~~zero~~two percent (~~02~~%), as shown in Appendix F. ~~This salary increase is based on the General Service Salary Schedule in effect on June 30, 2026.~~

E.F. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the starting wage established in this collective bargaining

1 agreement, will be paid no less than the minimum wage directed by the local
2 ordinance. The Employer will first consider the hourly wage of the
3 employee's base salary plus the King County Premium pay (if applicable).
4 If, after this consideration, the employee's salary is still below the local
5 ordinance minimum wage the employee will be placed on a step in the
6 assigned salary range that is equal to or higher than the wage requirement
7 of the local ordinance.

8 ~~G. Employees who are paid above the maximum for their range on the effective~~
9 ~~date of the increases described in Subsection 42.1 D, above will not receive~~
10 ~~the specified increase to their current pay unless the new range encompasses~~
11 ~~their current rate of pay.~~

12 FH. Longevity Increase

13 All employees will progress to step M six (6) years after being assigned to
14 step L in their permanent salary range.

15 GI. All employees earning a salary that is less than or equal to the state
16 minimum wage will have their salaries adjusted in accordance with the state
17 minimum wage act.

18 ~~J. Eighteen Dollars per Hour Starting Wage~~

19 ~~After D above, effective July 1, 2025, salary ranges thirty (30) through~~
20 ~~thirty four (34) of the General Service Salary Schedule will be eliminated~~
21 ~~and step A of the salary range thirty four (34) will be increased to eighteen~~
22 ~~dollars (\$18.00) per hour. Employees at salary ranges thirty three (33) and~~
23 ~~below will be assigned to a step in the new range thirty four (34) that is~~
24 ~~nearest to their new salary as of July 1, 2025, as shown in Appendix H.~~

25 ~~K. Compression and Inversion Adjustments for Eighteen Dollars per Hour~~
26 ~~Starting Wage~~

~~After D above, effective July 1, 2025, impacted job classifications will be increased to a higher salary range due to compression or inversion. Appendix T identifies the impacted job classifications and the salary range for which they will be assigned. Employees will be assigned to a step in their new range that is nearest to their new salary as of July 1, 2025.~~

42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or Inversion – Inequities

A. Effective July 1, 202~~5~~7, each classification represented by the Union and listed in Appendix P will continue to be assigned to the same salary range of the “GS1” Salary Schedule it was assigned on June 30, 2025.

B. Effective July 1, 202~~5~~7, each employee will continue to be assigned to the same range and step of the “GS1” Salary Schedule they were assigned on June 30, 202~~5~~7.

C. Effective July 1, 202~~5~~7, Appendix S identifies classification specific salary adjustments and the salary range the classification is assigned. Salary will be determined in accordance with [Subsection 41.1 B.](#)

D. Effective July 1, 202~~5~~7, all ranges and steps of the “GS1” Salary Schedule will be increased by ~~zero~~three percent (~~03~~03%), as shown in Appendix I. ~~This salary increase is based on the “GS1” Salary Schedule in effect on June 30, 2025~~

E. Effective July 1, 202~~5~~86, all ranges and steps of the “GS1” Salary Schedule will be increased by ~~zero~~two percent (~~02~~02%), as shown in Appendix J. ~~This salary increase is based on the “GS1” Salary Schedule in effect on June 30, 2026.~~

~~F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above will not receive the~~

~~specified increase to their current pay unless the new range encompasses
their current rate of pay.~~

GE. Longevity Increase

All employees will progress to Step M six (6) years after being assigned to
Step L in their permanent salary range.

**42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or
Inversion – Inequities**

A. Effective July 1, 202~~5~~7, each classification represented by the Union will
continue to be assigned to the same step of the “N1” Range Salary Schedule
that they were assigned on June 30, 202~~5~~7.

B. Effective July 1, 202~~5~~7, each employee will continue to be assigned to the
same range and step of the “N1” salary schedule they were assigned on June
30, 202~~5~~7.

C. Effective July 1, 202~~5~~7, Appendix S identifies classification specific salary
adjustments and the salary range the classification is assigned. Salary will
be determined in accordance with [Subsection 41.1B](#).

D. Effective July 1, 202~~7~~5, all salary ranges and steps of the “N1” Salary
Schedule will be increased by ~~zero~~three percent (~~0~~3%), as shown in
Appendix L. ~~This salary increase is based on the “N1” Salary Schedule in
effect on June 30, 2025.~~

E. Effective July 1, 202~~8~~6, all salary ranges and steps of the “N1” Salary
Schedule will be increased by ~~zero~~two percent (~~0~~2%), as shown in
Appendix L. ~~This salary increase is based on the “N1” Salary Schedule in
effect on June 30, 2026.~~

~~F. — Employees who are paid above the maximum for their range on the effective
date of the increases described in Subsection 42.3 D above, will not receive~~

~~the specified increase to their current pay unless the new range encompasses
their current rate of pay.~~

EG. Step U

Step U will be designated as twenty-six (26) years of experience and employees will advance to Step U in accordance with [Section 42.8](#), Periodic Increases.

~~Effective July 1, 2025, the following adjustments will be made to the
N1 salary schedule reflected in Appendices B and C: Step V (14 years);
Step W (17 years) and Step X (23 years).~~

42.4 “IT” Professional Structure Pay Range Assignments

A. Effective July 1, 202~~5~~7, each classification represented by the Union will continue to be assigned to the same salary range of the “IT” Salary Schedule it was assigned on June 30, 202~~5~~7.

B. Effective July 1, 202~~5~~7, each employee will continue to be assigned to the same range and step of the “IT” Salary Schedule they were assigned on June 30, 202~~5~~7.

C. Effective July 1, 202~~5~~7, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by zero~~three~~ percent (0~~3~~%), as shown in Appendix U. ~~This salary increase is based on the “IT” Salary Schedule in effect on June 30, 2025.~~

D. Effective July 1, 202~~8~~6, all salary ranges and steps of the “IT” Range Salary Schedule will be increased by zero~~two~~ percent (0~~2~~%), as shown in Appendix V. ~~This salary increase is based on the “IT” Salary Schedule in effect on June 30, 2026.~~

~~E. — Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection C above will not receive the~~

~~specified increase to their current pay unless the new range encompasses
their current rate of pay.~~

DF. Employees within the information technology professional structure who are in the entry, journey and senior/specialist levels designated as and performing all the duties of a supervisor, in accordance with [WAC 357-01-317](#), must receive a five percent (5%) supervisory pay differential in addition to their base salary.

EG. Longevity Increase

All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.

42.5 Recruitment or Retention – Compression or Inversion – Higher Level Duties and Responsibilities – Inequities

Effective July 1, 202~~5~~⁷, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or inversion, higher level duties and responsibilities or inequities. Appendix S identifies the impacted job classifications, the effective dates and the salary range for which they will be assigned.

42.6 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 salary range maximum is less than fifteen percent (15%) higher than the salary range maximum 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.

- 1 B. Employees who are temporarily assigned the full scope of duties and
2 responsibilities for more than thirty (30) calendar days to a higher-level
3 classification whose salary range maximum is fifteen percent (15%) or more
4 higher than the salary range maximum of the former class will be notified
5 in writing and will be advanced to a step of the range for the new class that
6 is nearest to ten percent (10%) higher than the amount of the pre-
7 promotional step. The increase will become effective on the first day the
8 employee was performing the higher- level duties.
- 9 C. In an emergent situation in the absence of an Attendant Counselor 2 or
10 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
11 of a shift charge, they will be compensated as an Attendant Counselor 2
12 relief shift charge for that shift.
- 13 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for
14 filling behind an Attendant Counselor 3 in the event of absences, exclusive
15 of, for ten (10) workdays in a calendar month. Payment at the Attendant
16 Counselor 3 rate will begin on the 11th day of the Attendant Counselor 3
17 absence.
- 18 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the Forensic
19 Care Associate (FCA) rate of pay when working in a FCA post, unless it
20 was the result of a shift exchange in accordance with [Article 6.17](#).
21 Employees compensated in accordance with this Section will be paid at the
22 same step in the FCA salary that they are currently assigned to at the MHT
23 salary range.
- 24 F. A Security Guard (SG) 2 will be paid at the Residential Rehabilitation
25 Counselor (RRC) 2 rate of pay when filling in for an RRC2. Employees
26 compensated in accordance with this Subsection will be paid at the same
27 step in the RRC2 salary that they are currently assigned to at the SG2 salary
28 range.

1 G. Department of Transportation – Maintenance Bargaining Unit – Winter
2 Shift Upgrades

3 The Employer will calculate all previous non-permanent appointment time
4 to adjust the salary step, to include a two (2) step increase for every
5 accumulated twelve (12) months, until they reach the top of the pay range.
6 During the temporary upgrade the Periodic Increment Date (PID) increases
7 may be temporarily deferred until the employee returns to their permanent
8 position.

9 **42.7 Establishing Salaries for New Employees and New Classifications**

10 The Employer will assign newly hired employees to the appropriate range and step
11 of the appropriate State Salary Schedules as described in [Sections 42.1](#), [42.2](#), [42.3](#)
12 and [42.4](#), above.

13 A. The salary of employees in classes requiring licensure, as a registered nurse
14 or physicians assistant, certified (PA-C) will be governed by the “N1”
15 Range Salary Schedule.

16 B. An employee’s experience as a Registered Nurse (RN), Physicians
17 Assistant, certified (PA-C) and/or Licensed Practical Nurse (LPN),
18 calculated as follows, will determine the placement of an employee on the
19 proper step within an “N1” range:

- 20 1. RN and PA-C experience will be credited year for year.
- 21 2. Up to ten (10) years LPN experience will be credited at the rate of
22 two (2) years LPN experience equals one (1) year of RN or PA
23 experience, for a maximum credit of five (5) years.

24 **42.8 Periodic Increases**

25 An employee’s periodic increment date (PID) will be set and remain the same for
26 any period of continuous service in accordance with the following:

- 1 A. Employees will receive a two (2) step increase to base salary annually, on
2 their periodic increment date, until they reach the top step of the pay range.
- 3 B. Employees who are hired at the minimum step of their pay range will
4 receive a two (2) step increase to base salary following completion of six
5 (6) months of continuous service and the date they receive that increase will
6 be the employee's periodic increment date. Thereafter, employees will
7 receive a two (2) step increase annually, on their periodic increment date,
8 until they reach the top of the pay range.
- 9 C. Employees who are hired above the minimum step of the pay range but
10 below Step L will receive a two (2) step increase to base salary following
11 completion of twelve (12) months of continuous service and the date they
12 receive that increase will be the employee's periodic increment date.
13 Thereafter, employees will receive a two (2) step increase annually, on their
14 periodic increment date, until they reach the top of the pay range.
- 15 D. Employees governed by the "N1" range salary schedule that have reached
16 Step K, will receive a one (1) step increase based on years of experience up
17 to the maximum of the range.
- 18 E. Employees who are appointed to another position with a different salary
19 range maximum will retain their periodic increment date and will receive
20 step increases in accordance with [Subsections 42.8](#) A through C.
- 21 F. Employees appointed to a bargaining unit position without previously
22 having a periodic increment date set, will have their date set according to
23 the following:
- 24 1. The date of appointment to the bargaining unit position if coming
25 from a Washington Management Service (WMS) or EMS position,
26 or

2. Their original hire date into state service if hired at Step L of the range and there is no break in state service.

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

H. 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 their permanent position.

42.9 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum 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 salary range maximum is fifteen percent (15%) or more higher than the salary range maximum 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 42.9](#) 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, certified (PA-C) ("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 42.3](#), 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, certified (PA-C) and/or Licensed Practical Nurse (LPN). Experience will be credited as follows:

i. RN and PA-C 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-C experience, for a maximum credit of five (5) years.

Or

1 b. Placement on the step of the new range that is nearest to a
2 minimum of five percent (5%) higher than the amount of the
3 pre-promotional step. The Appointing Authority may
4 authorize more than a five percent (5%) increase, but the
5 amount must be on a step within the salary range for the
6 class.

7 Or

8 c. The Appointing Authority will advance an employee who is
9 promoted under any one or more of the following conditions
10 to the step of the range for the new class that is nearest to a
11 minimum of ten percent (10%) higher than the amount of the
12 pre-promotional step. The Appointing Authority may
13 authorize more than a ten percent (10%) increase, but the
14 amount must be on a step within the salary range for the
15 class:

16 i. When the employee is promoted to a class whose
17 base range is six (6) or more ranges higher than the
18 base range of the employee's former class;

19 ii. When the employee is promoted over an intervening
20 class in the same class series;

21 iii. When the employee is promoted from one (1) class
22 series to a higher class in a different series and over
23 an intervening class in the new series, which would
24 have represented a promotion; or

25 iv. When an employee's promotion requires a change of
26 residence to another geographic area to be within a

reasonable commuting distance of the new place of
work.

42.10 Salary Adjustments

A. The Employer may increase an employee's step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than Step M of the range.

B. Within resources available for these purposes, the employer, at its sole discretion, may authorize additional pay to support the recruitment or retention of the incumbent or candidate for a specific position. At the employer's discretion, up to a fifteen percent (15%) premium may be added to the employee's base salary. An employee may not receive more than fifteen percent (15%) of ~~his/her~~their annual base salary over a twelve (12) month period under the provisions of this Section.

In advance of authorizing a lump sum recruitment or retention payment, employers must establish express conditions in writing for the payment. The conditions must include a specified period of employment or continued employment. Any lump sum payment under this Section must only be made after services have been rendered in accordance with conditions established by the employer and become part of the employee's annual compensation for work performed prior to receipt of any funds.

Any additional pay granted under Subsection B is a premium that is not part of base salary. The premium is to be used only as long as the circumstances it is based on are in effect.

42.11 Demotion

An employee who demotes to another position with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the

1 previous base salary exceeds the new range, the employee's base salary will be set
2 equal to the new range maximum.

3 **42.12 Transfer**

4 A transfer is defined as an employee-initiated move of an employee from a position
5 to another position within or between agencies in the same class (regardless of
6 assigned range), or a different class with the same salary range. Transferred
7 employees will retain their current base salary. If the previous base salary exceeds
8 the new range, the employee's base salary will be set to the new range maximum.

9 **42.13 Reassignment**

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

14 **42.14 Reversion**

15 Reversion is defined as voluntary or involuntary movement of an employee during
16 the trial service period to the class the employee most recently held permanent
17 status in, to a class in the same or lower salary range, or separation placement onto
18 the Employer's internal layoff list. Upon reversion, the base salary the employee
19 was receiving prior to promotion will be reinstated.

20 **42.15 Elevation**

21 Elevation is defined as restoring an employee to the higher classification, with
22 permanent status, which was held prior to being granted a demotion or to a class
23 that is between the current class and the class from which the employee was
24 demoted. Upon elevation, an employee's salary will be determined in the same
25 manner that is provided for promotion in [Section 42.9](#).

1 **42.16 Part-Time Employment**

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

5 **42.17 Callback**

6 A. Work Preceding or Following a Scheduled Work Shift

7 Overtime-eligible employees will be notified prior to their scheduled
8 quitting time either to return to work after departing the worksite or to
9 change the starting time of their next scheduled work shift.

- 10 1. Lack of notice for such work will be considered callback and will
11 result in a penalty of three (3) hours of pay at the basic salary in
12 addition to all other compensation due. This penalty will apply to
13 each call.
- 14 2. The Employer may cancel a callback notification to work extra
15 hours at any time, but cancellation will not waive the penalty cited
16 in this Section.

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

19 B. Work on Scheduled Days Off or Holidays

20 The Employer may assign employees to work on a day off or holiday.
21 Overtime-eligible employees will be notified of such assignments at least
22 prior to the employees' normal quitting times on their second workday
23 preceding the day off or holiday (except Sunday, when it is within the
24 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. When an overtime-eligible employee volunteers to work on a scheduled day off, the employee is not entitled to callback under [Subsection 42.17 B](#).

D. 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 their next scheduled work shift.

E. 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.

42.18 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 two dollars and fifty cents (\$2.50) per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
2. Regularly scheduled day shift employees are entitled to shift premium when the employee’s regular or temporary scheduled work 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 for day shift employees is paid only for hours worked after 6:00 p.m. and before 6:00 a.m.
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 42.18](#) A.

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 42.18](#) (B)(1) were applied.

1 E. When an employee is compensated for working overtime during hours for
2 which shift premium is authorized in this Section, the overtime rate will be
3 calculated using the “regular rate.”

4 F. Employees eligible for shift premium for their regularly scheduled shifts
5 will receive the same proportion of shift premium for respective periods of
6 authorized paid leave and for holidays not worked which fall within their
7 regularly scheduled shift.

8 G. Employees that voluntarily request, and are approved, to work a flexible
9 schedule that includes hours worked between 6:00 p.m and 6:00 a.m will
10 not be eligible for the payment of shift premiums contained in this [Section](#)
11 [42.18](#).

12 **42.19 King County Premium Pay**

13 Employees assigned to a permanent duty station in King County will receive five
14 (5%) percent Premium Pay calculated from their base salary. When an employee is
15 no longer permanently assigned to a King County duty station they will not be
16 eligible for this premium pay.

17 **42.20 Supplemental Shift Premium for Nurses**

18 For the classes of Registered Nurse 1 through 4, supplemental shift premium will
19 be paid in the amounts and under the conditions described below. Employees may
20 qualify for one (1) or both of these supplemental shift premiums.

21 A. One dollar and fifty cents (\$1.50) per hour during any hours assigned to
22 work or while on paid leave from 11:00 p.m. until 7:00 a.m.

23 B. Four dollars (\$4.00) per hour during any hours worked or while on paid
24 leave from Friday midnight to Sunday midnight.

25 C. Supplemental shift premiums are payable regardless of employment status
26 and/or whether the work was prescheduled.

1 D. Supplemental shift premiums are not payable during hours other than those
2 specified.

3 **42.21 Split Shift**

4 When an employee's assigned work shift is split with a minimum of four (4)
5 intervening hours not worked, the employee will receive the shift premium rate
6 designated in [Subsection 42.18](#) B for all hours worked. The provisions of
7 [Subsections 42.18](#) D, E and F will apply to employees working split shifts.
8 Employees that voluntarily request, and are approved, to work a flexible schedule
9 that includes a split shift will not be eligible for the payment of premiums contained
10 in Section [42.21](#).

11 **42.22 Standby**

12 A. An employee is in standby status while waiting to be engaged to work by
13 the Employer and both of the following conditions exist:

14 1. The employee is required to be present at a specified location or is
15 immediately available to be contacted. The location may be the
16 employee's home or other specific location, but not a work site away
17 from home. When the standby location is the employee's home, and
18 the home is on the same state property where the employee works,
19 the home is not considered a work site.

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

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

24 C. When the nature of a work assignment confines an employee during off-
25 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).

42.23 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 their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due to the employee. Termination as a result

of layoff or disability separation will not require the employee to repay the
relocation compensation.

42.24 Labor & Industries Risk Class 7200/7201

Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of
each year will receive a payment of seven hundred fifty dollars (\$750.00). This
payment will be treated as wages.

42.25 Salary Overpayment Recovery

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

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

B. Method of Payback

1. The employee must choose one 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](#), Grievance Procedure, of this Agreement.

42.26 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 are identified in Appendix O.

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 O and P of this Agreement.

42.27 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.

42.28 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.

42.29 Medical/Dental Expense Account

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

42.30 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 operating budget. Such participation must be in accordance with the

1 program guidelines. Program incentives or offering of such incentives are not
2 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

3 **42.31 Special Commitment Center (DSHS)**

4 Employees assigned to work on McNeil Island at the Special Commitment Center
5 will receive ten dollars (\$10.00) premium pay for each day they are physically
6 working on the Island. Days in a paid status not working on the Island will not
7 qualify for their premium pay.

8 **42.32 Fire Duty Compensation – Department of Social and Health Services (DSHS)**
9 **and Department of Children, Youth, and Families (DCYF)**

10 DSHS and DCYF employees sent to forest fire camps in charge of inmate or
11 resident fire fighters for a period of twenty-four (24) hours or more will be on
12 “extended duty assignment”. Employees on extended duty assignment will be
13 considered to be on continuous duty from the time they commence such duty,
14 including travel time to the fire, until they are released from duty, including travel
15 time for return to their non-fire duty station.

16 A. During the extended duty assignment, all time will be paid as work time,
17 except that the Employer may deduct up to eight (8) hours of non-work time
18 each day for sleep, plus up to three (3) hours for meals, provided that:

- 19 1. The employee has no responsibility during time deducted for meal
20 periods.
- 21 2. The time deducted for sleep includes a period of five (5) continuous
22 hours which are not interrupted by a call to work.

23 B. Employees will not be entitled to receive callback pay for any work
24 performed during the hours of an extended duty assignment or the transition
25 back to their regular work schedule.

1 C. While on extended duty assignment, the employee's work week will remain
2 the same. However, an employee's assigned work hours while on extended
3 duty assignment may be different from their regularly assigned work hours.
4 Work schedules for employees on extended duty assignment will be
5 determined after camp has been set up.

6 D. If an employee is directed to perform duties which extend beyond their
7 assigned work hours, as determined in [Subsection 42.29](#) C above, they will
8 be compensated at the overtime rate. If an employee is directed to return to
9 duty without having had five (5) continuous hours off duty, the employee
10 will be compensated at the overtime rate for all off-duty hours, in addition
11 to the number of hours worked, until they are relieved from duty for five (5)
12 consecutive hours. If an employee is directed to return to work after being
13 off duty for five (5) consecutive hours but prior to their assigned shift, they
14 will be compensated at the overtime rate for actual hours worked during the
15 off-duty hours.

16 E. There is no eligibility for standby pay during an extended duty assignment.

17 F. Employees whose regular work schedule entitles them to shift premium will
18 be paid shift premium while on extended duty assignment.

19 **42.33 Fire Duty Compensation – Department of Natural Resources (DNR)**

20 A. Compensation for Typical Fire Suppression Duties and/or Participating in
21 the DNR Fire Training Academy Implementation:

22 DNR employees and Department of Ecology Washington Conservation
23 Corps (WCC Crew) supervisors performing fire suppression duties as
24 defined in [RCW 76.04.005](#)(22), or other emergency duties, or participating
25 in the DNR Fire Training Academy implementation, when they are working
26 under the incident command system will be compensated as follows:

1. Employees will be paid at a one and one half (1 ½) times the sum of their regular hourly rate (plus three dollars [\$3.00] if applicable per Subsection 2 below) for those hours worked in excess of forty (40) hours in a workweek.
2. Three dollars (\$3.00) * 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. The provisions of this Section do not apply to the DNR Fire Training Academy.
3. 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 three dollars (\$3.00), 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 Q, provides direction on the non-compensation elements of fire duty.

42.34 Prescribed Fire Operations Compensation – Department of Natural Resources

Department of Natural Resources (DNR) employees when performing prescribed fire operations duties will be compensated as follows:

1. While performing prescribed fire operations duties under an approved burn plan, as outlined in Appendix X, an employee’s work is not exempt from the overtime provisions of state and federal overtime laws. Work performed will be compensated in compliance with state and federal law and the terms of this Article.
2. For those hours worked performing prescribed fire operations duties under an approved burn plan, two dollars (\$2.00) is added to an employee’s regular rate in lieu of all other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay and schedule change, and pay for rest periods less than five (5) hours.

Employees will be paid at one and one-half (1½) 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 prescribed fire operations duties performed under an approved burn plan. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusion specified in [Section 7.1.D](#).

42.35 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 42.22](#) 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 42.26](#), 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 two dollars and forty-four cents (\$2.44) per hour for each hour on duty in the assigned duty week that is outside of normal work hours as described in the Spill Response Operations Manual.

42.36 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in [Sections 42.32](#), [42.33](#), [42.34](#) and [42.35](#) above, performing emergency/disaster/response and recovery duties when working full-time for a state [disaster response to a mutual aid request](#)

1 under the Emergency Management Assistance Compact (EMAC) or other mutual
2 aid activations/deployments as determined by the agency head or designee
3 or Disaster Recovery Office or Joint Field Office or under a Level 2 or higher
4 activation level designated by the State Emergency Operation Center will be
5 compensated as follows:

6 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
7 regular hourly rate for those hours worked in excess of forty (40) hours in a
8 workweek as a result of full-time work in support of a significant
9 emergency, state proclamation for individual assistance or public
10 assistance, declared disaster, or Emergency Management Assistance
11 Compact (EMAC) or other mutual aid activations/deployments as
12 determined by the agency head or designee in support of mutual aid partners
13 in other states, provinces, or territories. During federally declared disasters
14 and state proclamations for individual assistance or public assistance
15 overtime compensation will be limited to cash payments. Overtime pay for
16 work performed when assigned to a State Disaster Recovery Office or Joint
17 Field Office will be limited to the field operations phase of a Joint Field
18 Office as designated by the Military Department's Emergency Management
19 Division Director or designee or for a maximum of one hundred and twenty
20 (120) days after the State or Federal Individual Assistance/Public
21 Assistance Infrastructure assistance program is turned on.

22 B. For those hours worked during a Level 2 or higher level activation, three
23 dollars (\$3.00) is added to an employee's regular rate in lieu of shift
24 differential, split shift differential, and/or schedule change compensation.

25 C. Unless otherwise noted in writing, employees will retain the assigned
26 workweek while supporting emergency/disaster operations. However,
27 employees' assigned work hours may be different from their regularly
28 assigned work hours.

1 D. These provisions are limited to qualifying work performed in direct support
2 of the Washington State Emergency Operations Center, state disaster
3 recovery operations in direct support of a Joint Field Office, EMAC or other
4 Mutual Aid activations/deployments.

5 **42.37 24-Hour Alert and Warning for the State Emergency Operations**
6 **Center Compensation**

7 To maintain adequate staffing and to ensure full-time 24 hour coverage for
8 statewide alerting and warning, overtime-exempt employees who are not regularly
9 assigned to work as a State Emergency Operations Officer (SEOO) in the Alert
10 and Warning Center (AWC), but who are temporarily directed or approved to work
11 in the AWC to sustain minimum staffing levels or meet periods of high operational
12 demand, shall receive overtime compensation at one and one-half (1½) times their
13 regular hourly rate for all hours in excess of forty (40) in a workweek worked
14 within the AWC.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

-

SW MOU XXX MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Wage Reopener

The parties agree to reopen Articles 42.1.E, 42.2.E, 42.3.E, 42.4.D, and WMS Article 42.1.B of the 2027-2029 collective bargaining agreement solely for the purpose of bargaining wages for fiscal year 2029.

The parties agree they are entering into this agreement to engage in good faith bargaining for the purpose set forth above and further agree negotiations shall be limited to four (4) bargaining dates between August 23, 2027 and August 930, 2027.

WFSE agrees that all WFSE state employee collective bargaining agreements will be negotiated as one (1) coalition.

All statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining.

The parties' agreement to reopen the above provisions of Article 42 for fiscal year 2029 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in this Memorandum of Understanding.

1 Any agreement reached to modify wages for fiscal year 2029 under the terms of this MOU
2 will be memorialized in a tentative agreement signed by the parties before October 1, 2027,
3 and is subject to a determination of financial feasibility pursuant to RCW 41.80.010, to the
4 Governor putting the request for funds in his request budget for fiscal year 2029, and to the
5 Legislature approving the funds necessary to implement this MOU.

6 **This MOU will expire on June 29, 2029.**

7 **Dated September 10, 2026**

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

8

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/16/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/16/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

9

ARTICLE X

HEALTH CARE BENEFITS AMOUNTS

X.1 A. For benefits during the plan years beginning January 1, 2028 and January 1, 2029, For the 2025-2027 biennium, the Employer Medical Contribution (EMC) will be an amount equal to eighty-five percent (85%) of the monthly premium for the self-insured Uniform Medical Plan (UMP) Classic for each bargaining unit employee eligible for insurance each month, as determined by the Public Employees Benefits Board (PEBB). In no instance will the employee contribution be less than two percent (2%) of the EMC per month.

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

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

 C. Value-based benefits designs will:

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

 D. Article X.1 (B) and (C) will expire June 30, 202~~7~~⁹.

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

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

X.3 Wellness

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

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

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

As of January 1, 2028, the SmartHealth program will no longer be offered, which includes the wellness incentive and the SmartHealth online portal.

Employees who have met the eligibility requirements to receive a wellness incentive by December 31, 2027, will still receive the wellness incentive in plan year 2028.

Employees are not eligible to earn a wellness incentive as of January 1, 2028.

1 **X.5 Flexible Spending Arrangement**

2 A. During January 202~~68~~ and again in January 202~~79~~, the Employer will make
3 available three hundred dollars (\$300) in a Flexible Spending Arrangement
4 (FSA) account for each bargaining unit member represented by a Union in
5 the Coalition described in RCW 41.80.020(3), who meets the criteria in
6 Subsection X.5 B below.

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

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

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

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

21 4. Base salary excludes overtime, shift differential and all other
22 premiums or payments.

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

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

5

TENTATIVE AGREEMENT REACHED

August 26, 2026

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

For the Employer

For the Union



Tanya Aho Date 08/28/26
Tanya Aho, Interim Director,
OFM/SHR Labor Relations & Compensation
Policy Section

Date 8/27/26
Kurt Spiegel, WFSE Executive Director
Union Coalition Lead Negotiator

6

ARTICLE 44
TOBACCO FREE WORKPLACE

44.1 Applicability

This applies only to those employees who work at the Town Center campus located in Tumwater, the Department of Health's Public Health Laboratory located in Shoreline and the Department of Veteran Affairs home in Walla Walla.

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.

44.4 For locations that are not tobacco free, and in accordance with [Article 38](#), the Employer may provide notice of their intent to change employee tobacco use to specifically designated areas.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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](#), [WAC 200-320](#), and [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. The Employer will make ongoing efforts to fill vacant, funded permanent bargaining unit positions while a staffing shortage necessitates contracting work temporarily.

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 filed with the OFM State Human Resources Labor Relations & Compensation Policy Section (LR&CP) at labor.relations@ofm.wa.gov. 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.

9/3/26

Page 2 of 2

1 **45.4** In the event of conditions beyond the control of the Employer such as emergencies
2 or mandated conditions requiring immediate implementation, the Employer will
3 notify the Union in writing as soon as practicable.

4 **45.5 Shared Services**

5 The Union and the Employer acknowledge that there may be instances where the
6 Employer might be able to expand operations and/or provide services to other state
7 agencies. It is further acknowledged that such expansion may have a beneficial
8 financial impact to the Employer and may mitigate the impacts of budgetary
9 constraints. The Employer will consider proposals submitted to them from the
10 Union.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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 their 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 their 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.

1 **46.4 Grievability**

2 Denial of a petition for reinstatement is grievable. The grievance may not be based
3 on information other than that shared with the Employer at the time of the petition
4 for reinstatement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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 they have 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. At no time will retaliatory behavior be tolerated for reporting inappropriate workplace behavior. Employees and/or union representatives should identify complaints as inappropriate workplace behavior.

47.3 The Employer will review the complaint and/or grievance and determine whether an investigation is warranted. If a complaint was filed, the employee and/or the union representative will be notified at the conclusion.

47.4 The Employer and the Union shall jointly make available training on this Article in electronic or in-person format. The training will be provided to union representatives (UMCC committee members, shop stewards, paid Union staff, Union officers), supervisors, managers and Human Resource Office staff.

9/4/26

Page 2 of 2

- 1 **47.5** Grievances related to this Article may be processed through Step 4 of the grievance
2 procedure outlined in [Article 29](#).

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 49
STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform their official duties.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/25/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 50
AGENCY SPECIFIC BARGAINING

50.1 Supplemental Bargaining (~~Except for the Department of Corrections~~)

A. The parties will establish up to ten (10) supplemental tables. Additional supplemental tables may be established by mutual agreement.

B. The Union will provide its agency-specific proposals to each agency, or the Agency will provide the Union, with a copy to the OFM/SHR/Labor Relations & Compensation Policy Section (labor.relations@ofm.wa.gov) by April 1, 202~~8~~⁶ or the first workday thereafter. The Employer will provide its agency-specific proposals to the Union by May 1, 202~~8~~⁶ or the first workday thereafter.

C. In order to be submitted to a supplemental table, the proposal must be both agency-specific and non-compensation.

D. Timeframes for the Conclusion of Supplemental Bargaining

1. Each supplemental table must conclude negotiations by June 15;

2. Tentative agreements reached at a supplemental table will be provided to the parties' main spokespersons by July 1; and

3. Each supplemental table will have up to two (2) full days of negotiations, unless the parties mutually agree to additional days. By agreement, negotiation days may be broken up into partial days.

E. Release Time

Except as modified in this Section, the terms of the parties' Collective Bargaining Agreement [Subsection 39.12](#) A will apply for release for formal supplemental bargaining and [Subsection 39.12](#) B will apply to release time for travel and preparation for supplemental bargaining.

1. For the Department of Social and Health Services supplemental table, the Employer will approve release from schedule work of up to nine (9) employee representatives during the time negotiations are being conducted; and

2. For all other supplemental tables, the Employer will approve release from scheduled work of up to five (5) employee representatives during the time negotiations are being conducted.

F. Process if Parties Fail to Reach Agreement

1. If the parties do not reach agreement on a proposal at a supplemental table, the proposal will return to the main negotiations table;

2. Nothing precludes a party from withdrawing a proposal that was not agreed to at a supplemental table; and

3. Neither party can invoke the provision of [RCW 41.80.090](#) at a supplemental table.

G. Any agreement reached at a supplemental table will be reduced to writing and signed by both parties for inclusion in or as an addendum to the ~~2027-2029~~ 2029-2031 General Government Collective Bargaining Agreement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 51
ENTIRE AGREEMENT

51.1 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.

51.2 With regard to [WAC 357](#), this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

51.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

51.4 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.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 21, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 52
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

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

For the Employer

For the Union

Scott Lyders May 21, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 21, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 53
DISTRIBUTION OF AGREEMENT

53.1 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 Employer will post the Agreement electronically on the OFM website on the effective date of the agreement and provide a copy to the lead Union negotiator in electronic format by the following January in print ready format in both Word and PDF.

Each agency will post the Agreement electronically on the agency's intranet after it is posted by OFM. The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link via a state electronic device. 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 or leased equipment. For employees who are not assigned to state offices and do not have ready access to state printers, agencies will provide one printed copy to those employees upon request by the employee. The Employer and the Union will share the cost of printing this Agreement, in Braille and large-print copies.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

ARTICLE 54**TERM OF AGREEMENT**

54.1 All provisions of this Agreement will become effective July 1, 202~~7~~⁵, and will remain in full force and effect through June 30, 202~~7~~⁹; 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.

54.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 202~~8~~⁶, and no later than January 31, 202~~8~~⁶. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties. The Union will send notifications to labor.relations@ofm.wa.gov.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

9/10/26

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1 The Parties agree that this appendix will be updated to reflect the most recent PERC
2 descriptions and order numbers during the final roll up of the 27-29 Collective
3 Bargaining Agreement.

4 **APPENDIX A**
5 **BARGAINING UNITS REPRESENTED BY THE**
6 **WASHINGTON FEDERATION OF STATE EMPLOYEES**

7 *The provisions of this Article do not apply to Department of Social and Health Services
8 WMS employees, see addendum B.

9 ~~*This Appendix has been modified by an MOU effective July 1, 2025~~

10 ~~*This Appendix has been modified by an MOU~~

11 ~~*This Appendix has been modified by an MOU~~

Agency	PERC Description	Order #
Agriculture	Non-Supervisory Classified Grain Program	13781
	Fruit and Vegetable Program	
	Seed Program	
	Livestock Identification Program	
	Plant Protection Division	
Archaeology and Historic Preservation	Non- Supervisory Classified - Agency Wide	13721
Arts Commission	Non-Supervisory Classified	8411

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Agency	PERC Description	Order #
Office of Administrative Hearings	Call Center Customer Service Specialist	13526
Office of the Attorney General	AGO Professional Staff	13216
Blind Services	Non-Supervisory Classified – Agency wide	8429
	Supervisory Classified – Agency wide	8429
Blind, School	Agency wide – Institutions, excluding Teachers	8438
Center for	Non-Supervisory Classified – Institutions	8417
Deaf and Hard of Hearing Youth	Supervisory Classified - Institutions	8417
Commerce	Non-Supervisory Community Program Developers, Clerical, MA, FSM and PSS	12321
	Supervisory Community Program Developers	8385

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Agency	PERC Description	Order #
Commission on Hispanic Affairs (CHA)	Non-Supervisory Civil Service Employees	14105
Corrections	Non-Supervisory Community Corrections	11448
	Supervisors Community Corrections	8412
	Non-Supervisors – Warrants/Records Unit	9812
	Non-Supervisors – Program Coordinators	12054
	Supervisor – Records Division	13497
	Non-Supervisor – Records Division	13497
CJTC	Agency wide	RU-369
WaTech	Agency wide	12765
DCYF	Non-Supervisory Classified – Agency Wide	13399
	Supervisory Classified – Agency Wide	13399

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Agency	PERC Description	Order #
DES	Non-Supervisory Capitol Facilities	11665
	Supervisory Capitol Facilities	11665
	Non-Supervisory Consolidated Mail Services	11656
	Contracts and Legal Services	11652
	Construction & Maintenance Supts.	11665
	Non-Supervisory Fleet Operations	11656
DFW	Non-Supervisory Information Tech Services	8130
	Supervisory Business Services	8646
	IT Specialists in Wildlife Science Division	10962-A
	Technology & Financial Management, Public Affairs, Information Governance and Construction and Assessment Management	12575
DSHS	Non-Supervisory Institutions	13651-A
	Supervisors Institutions	13630
	Non-Supervisory Multiple Divisions/Units	12783
	Supervisors Multiple Divisions/Units	12783

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Agency	PERC Description	Order #
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
	Non-Supervisory Band 1 and 2 WMS	14073
Ecology	Non-Supervisory Classified – Agency wide	12565
	Supervisors Washington Conservation Corps	12956
Energy Facility Site Evaluation Council	Non-Supervisory Classified – Agency wide	13626
ESD	Non-Supervisory Classified – Agency wide	8413
	Supervisory Classified – Agency wide	8413
Financial Institutions	Non-Supervisory Classified – Enforcement Unit of the Customer Services Division	13558
Health	Non-Supervisory Classified – Agency wide	12326
	Supervisors Center for Health Statistics	8427

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Agency	PERC Description	Order #
Health Care Authority	Non-Supervisory Classified-Specific Classifications	14343
	Supervisory Medicaid Purchasing Administration Transfers	Laws of 2011, 1st Spec. Sess., ch 15 § 124(8)
Horse Racing Commission	Non-Supervisory Classified – Agency wide	8433
	Supervisory Classified – Agency wide	8433
Human Rights Commission	Non-Supervisory Classified Agency Wide	13923-A
Industrial Appeals	Non-Supervisory Support Services	8430
	Support Services Supervisors	8430
Insurance Comm.	Non-Supervisory Classified – Agency wide	8199

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Agency	PERC Description	Order #
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
	Washington Youth Academy	13611
Natural Resources	Non-Supervisory Residual Unit	8458-C
	Supervisory Residual Employees	8711

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Agency	PERC Description	Order #
Office of Superintendent of Public Instruction	Non Supervisory Classified – Network	13772
	Operations and Technology Support Center	
OMWBE	Non-Supervisory Classified	10720-A
PARKS	Non-supervisory Classified - Agency Wide	10707
	Supervisory Classified – Agency Wide	8528
Recreation and Conservation Office	Non-Supervisory Classified – Agency wide	8415
Retirement Systems	Non-Supervisory Classified – Retirement Specialists, Customer Service Specialist 2, Office Assistant 3 and Office Assistant Lead (Member Experience Division) and Office Assistant 3 (Administrative Services Division).	14302
Secretary of State	Non-Supervisory Archives and Records Division, Elections Division and Civic	14260

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Agency	PERC Description	Order #
	Engagement Program, Information and Security Response Unit Information Technology Department, the Washington State Library Division, the Public Disclosure and Records Program of the Operations Division, and Communications Consultants in the External Affairs Division.	
State Historical Society	Non-Supervisory Classified – Agency wide	12915
State Patrol	Non-Supervisory Mixed Classes – Agency wide	8469
	Non-Supervisory Service Workers at WSP Academy	RU-251
	Non-Supervisory Crime Laboratories	8425
	Supervisors Crime Laboratories	8425
	Non-Supervisory Fire Protection Services	8422
	Supervisors Fire Protection Services	8422

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Agency	PERC Description	Order #
Transportation	Non-Supervisory Mixed Classes – Agency wide	12955
	Non-Supervisory Highway Maintenance	9859
	Supervisors Highway Maintenance	13670
UTC	Non-Supervisory – Agency wide	8546
	Non-Supervisory Motor Carrier Law Enforcement	RU-313
Veterans Affairs	Non-Supervisory Veteran’s Homes	12407
	Supervisors Veteran’s Homes	12408
WTECB	Agency wide	RU-191

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX B
JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR
FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2

*This Appendix has been modified by an [MOU](#) effective July 1, 2025

*This Appendix has been modified by an [MOU](#)

1. Center for Deaf and Hard of Hearing Youth

Information Technology Specialist 3

Maintenance Mechanic 2

2. Department of Agriculture

Agricultural Commodity Inspector 1, 2, 3, 4, and 5

Brand Inspector 1 and 2

Grain Inspector 1, 2 and 3

Grain Inspector Supervisor

Grain Sampler/Weigher

Pest Biologist 1 and 2

3. Department of Children, Youth, and Families

Juvenile Rehabilitation Coordinator (excluding Institutions)

Juvenile Rehabilitation Security Manager

Juvenile Rehabilitation Supervisor

Social Service Specialist 3 and 4

Social and Health Program Consultant 1 and 2

Social Service Training Specialist

1 **4. Department of Commerce**

2 Commerce Specialists 1 and 2

3 **5. Department of Ecology**

4 Community Outreach & Environmental Education Specialist 1, 2, 3, and 4

5 Environmental Planner 1, 2, 3, 4 and 5

6 Environmental Specialist 1, 2, 3, 4, and 5

7 Information Technology Specialist 1, 2, 3, 4, and 5

8 Management Analyst 3, 4, and 5

9 Marine Transportation Safety Specialist 2 and 3

10 Natural Resource Scientist 1, 2, 3, and 4

11 Washington Conservation Corps Crew Supervisor 1 and 2

12 **6. Department of Fish and Wildlife**

13 Carpenter

14 Construction and Maintenance Project Supervisor

15 Construction Project Coordinator 1, 2, and 3

16 Control Technician, Lead

17 Customer Service Specialist 2

18 Electrician

19 Electronics Technician

20 Equipment Operator 2

1 Equipment Technician 1, 2, and 3

2 Land Surveyor 2 and 3

3 Maintenance Mechanic 1, 2, and 3

4 Utility Worker 1, 2, 3, and 4

5 Welder/Fabricator

6 **7. Department of Health**

7 Health Care Investigator 1, 2, and 3

8 Investigator 3 and 4

9 Pharmacist Investigator

10 **8. Department of Labor and Industries**

11 Apprenticeship Consultant 2 and 3

12 Compliance Industrial Safety & health Investigator 1, 2, 3, 4, 5 and 6

13 Industrial Hygienist 2, 3 and 4

14 Industrial Relations Agent 2, 3, and 4

15 Investigator 2 and 3

16 Occupational Safety and Health Professional 1, 2, 3 and 4

17 **9. Department of Social and Health Services**

18 Attendant Counselor Manager

19 Community Worker

20 Developmental Disabilities Case/Resource Manager

1 Developmental Disabilities Outstation Manager

2 Food Manager 1

3 Forensic Therapists

4 Investigator 1 and 2

5 Long Term Care Surveyor

6 Program Specialist 3 (ESA/CSD Mobile CSO)

7 Quality Control Specialist

8 Residential Services Coordinator

9 Security Guard 3

10 Social Service Specialist 3 and 4

11 Social Service Training Specialist

12 WMS Band 1 and 2

13 **10. Employment Security Department**

14 Information Technology Specialist 2, 3 and 4

15 **11. Horse Racing Commission**

16 Investigator 1, 2 and 3

17 Racing Official 1 and 2

18 **12. Military Department**

19 Emergency Management Program Specialist 1 and 2

20 Information Technology Specialist 2 and 3

1 **13. Office of the Insurance Commissioner**

2 Financial Examiner 1

3 **14. Office of Minority and Women’s Business Enterprises**

4 Management Analyst 4

5 **15. Recreation and Conservation Office**

6 Information Technology Specialist 2

7 **16. Utilities and Transportation Commission**

8 Transportation Engineer 3 (Federal Rail Inspectors)

9 Rail Carrier Compliance Specialist (State Rail Inspectors)

10 Investigator 3 (Motor Carrier Inspectors)

11 Energy/Utilities Engineer 3 (Pipeline Inspectors)

12 **17. Washington State Historical Society**

13 Preservation and Museum Specialist 1

14 Preservation and Museum Specialist 2

15 Preservation and Museum Specialist 3

16 Preservation and Museum Specialist 4

17 Program Coordinator

18 Maintenance Custodian

19 Information Technology Specialist 2

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18. Workforce Training and Education Coordinating Board

Information Technology Specialist 2

19. Office of the Attorney General

Legal Assistant 1, 2, 3 and 4

Paralegal 1 and 2

AGO Investigator/Analyst

AGO Senior Investigator/Analyst

AGO Investigator/Analyst Supervisor

Maintenance Mechanic 1

Maintenance Mechanic 2

20. Commission on Hispanic Affairs

Management Analyst 4 (Community Development Officer)

Environmental Planner 2

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/25/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX C
LAYOFF UNITS

~~*The provisions of this Article do not apply to the Department of Corrections, see DOC addendum~~

~~*This Appendix has been modified by an MOU~~

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 Deaf and Hard of Hearing Youth

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

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.

1) For the purposes of the execution of this section, the following counties will be combined as a single layoff unit:

a. Chelan and Douglas

b. Benton and Franklin

1 c. Clark and Cowlitz

2 d. Grant and Adams

3 B. County Only

4 If no option is available within the division/county layoff unit, the entire
5 agency within the county in which the employee's permanent workstation
6 is located will be considered the layoff unit.

7 1) For the purposes of the execution of this section, the following
8 counties will be combined as a single layoff unit:

9 a. Chelan and Douglas

10 b. Benton and Franklin

11 c. Clark and Cowlitz

12 d. Grant and Adams

13 C. Entire Division/Statewide

14 If no option is available within the county layoff unit, the employee's
15 division throughout the entire state will be considered the layoff unit.

16 D. Entire Agency

17 If no option is available within the division/statewide layoff unit, the entire
18 department statewide will be considered the layoff unit.

19 **6. Department of Archeology and Historic Preservation**

20 The agency is designated as the single layoff unit

21 **7. Department of Children, Youth, and Families**

22 The DCYF layoff units shall be as described below:

- 1 A. Excluding institutions, County of the official duty station
- 2 B. If no option is available within the county layoff unit, the unit expands to a
- 3 specified county grouping layoff unit as defined in the table below. (Note:
- 4 if your official duty station is in the county in Column A, your layoff unit
- 5 at this step will include the county in Column A and the counties in Column
- 6 B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman
Asotin	Garfield, Whitman, Walla Walla, Columbia
Benton	Franklin, Grant, Walla Walla, Yakima, Klickitat
Chelan	Kittitas, Grant, Douglas, Okanogan
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman, Asotin
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman, Walla Walla
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln, Yakima

Grays Harbor	Lewis, Mason, Pacific, Thurston, Jefferson
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason, Grays Harbor
King	Kitsap, Pierce, Snohomish
Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima, Benton
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wahkiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Column A	Column B
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wahkiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis, Klickitat

Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane
Thurston	Cowlitz, Grays Harbor, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman, Asotin, Garfield
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat, Grant

1

2

3

4

5

6

- C. If no option is available within the specified county grouping layoff unit as defined above, then the unit expands to a regional layoff unit. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Region 5.

7

8

- D. If no option is available within the Regional Layoff unit above, the department statewide will be considered the layoff unit.

9

10

11

For institutions only: the institution in which the employee works will be the primary layoff unit. If no option is available within the institution proceed through Subsection A-D above.

12

8. Department of Commerce

13

Layoff units will be by order as follows:

1 A. Entire Division/Statewide

2 The employee's division statewide.

3 Entire Agency

4 If no option is available within the division/statewide layoff unit, the entire
5 department statewide will be considered the layoff unit.

6 **9. Department of Ecology**

7 The county in which the employee's workstation is located will be the
8 primary layoff unit. If no option is available within the county layoff unit,
9 the unit expands to the region. If no option is available within the regional
10 layoff unit, the unit expands to the department statewide.

11 **10. Department of Financial Institutions**

12 The agency is designated as the single layoff unit.

13 **11. Department of Fish and Wildlife**

14 The following will constitute separate layoff units.

15 A. All classified support staff.

16 B. Programs headed by an Assistant Director, except all classified support
17 staff.

18 C. Director's office, except all classified support staff.

19 In each layoff unit the first option will be within the county of the position's
20 official duty station. If there are no options in the county, the search expands
21 to the bordering counties within the layoff unit. If there are no options in
22 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.

12. Department of Enterprise Services

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.

13. 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.

14. Consolidated Technology 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.

15. 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.

1 **16. Department of Licensing**

2 The department is separated into six (6) layoff units. These layoff units are
3 described as follows:

4 1. Layoff Unit 1

5 Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam
6 Counties. *(Western Washington region)

7 2. Layoff Unit 2

8 King County. *(Western Washington region)

9 3. Layoff Unit 3

10 Pierce and Kitsap Counties. *(Western Washington Region)

11 4. Layoff Unit 4

12 Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat
13 (White Salmon only), Skamania and Grays Harbor Counties. *(Western
14 Washington Region)

15 5. Layoff Unit 5

16 Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and
17 Chelan Counties. *(Eastern Washington Region)

18 6. Layoff Unit 6

19 Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin,
20 Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties.
21 *(Eastern Washington Region)

22 If there are no options available in the layoff unit, the applicable *region
23 shall be considered the layoff unit.

If there are no options available in the applicable region, the layoff unit shall be statewide.

17. Department of Natural Resources

A. For All Employees except Seasonal Career Employees the Layoff Units are:

1. 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.
2. 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.

B. For Seasonal Career Employees, the Layoff Units are:

1. The district within which the position is assigned; or
2. The region excluding district positions, if the position is assigned to a region but does not report to a district: or
3. The division if the position is assigned to a division

18. 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 county group. If no option is available in the county group, the unit expands to the region. If there is no option available within the region, 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 county group. If no option is available in the county group, the unit expands to the region. If no option is available within the region, the unit expands to the department statewide. Within the Developmental Disabilities institutions, State Operated Living Facilities (SOLA) will be considered part of the institution layoff unit for the purpose of identifying layoff options.

C. County Group:

Group 1: Adams, Asotin, Chelan, Douglas, Ferry, Garfield, Grant, Okanogan, Pend Oreille, Spokane, Stevens, and Whitman.

Group 2: Benton, Columbia, Franklin, Kittitas, Walla Walla, and Yakima.

Group 3: Island, San Juan, Skagit, Snohomish, and Whatcom.

Group 4: King

Group 5: Kitsap, and Pierce.

Group 6: Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Klickitat, Lewis, Mason, Pacific, Skamania, Thurston, and Wahkiakum.

19. Department of Retirement Systems

The agency is designated as the single layoff unit.

20. Department of Transportation

Layoff units are as follows:

A. Headquarters Layoff Unit

1 The layoff unit for headquarters employees includes all positions located in
2 Thurston County. This layoff unit does not include positions assigned to the
3 Olympic Region.

4 B. Right of Way Layoff Units

5 Employees will be offered available layoff options, first within the
6 employee's local layoff unit. The local layoff units are the Transportation
7 Building and the region Real Estate Services Offices, where the employee's
8 permanent duty station is located. Local layoff units will not cross layoff
9 unit boundaries. If the employee has no option within the local layoff unit
10 to remain at his/her present class or at the next lower class in which the
11 employee has permanent status, the employee's layoff unit will expand to
12 include all bargaining unit positions within the Department.

13 C. Eastern Region, North Central Region, Olympic Region, South Central
14 Region and Southwest Region Layoff Units

15 The local layoff unit for Maintenance employees includes all positions
16 (including out-stationed Headquarters positions) located in the maintenance
17 area within which the employee's official duty station is located.

18 The local layoff unit for all other employees includes all positions
19 (including out-stationed Headquarters positions) located in the county
20 within which the employee's official duty station is located.

21 If no option is available within the local layoff unit, the unit expands to
22 include all positions (including out-stationed Headquarters positions)
23 located in the region. The Olympic Region layoff unit does not include out-
24 stationed Headquarters positions.

25 D. Northwest Area Layoff Units

The Northwest Area layoff unit includes all employees and positions in the Northwest Region, 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 King, Whatcom, Skagit, Island or Snohomish county includes all positions (including out-stationed Headquarters positions) located in the county within which the employee's official duty station is located. This layoff unit does not include positions assigned to the Washington State Ferries.

3. Aviation Division Employees

The local layoff unit for Aviation Division employees includes all positions (including out-stationed Headquarters positions) assigned to the division.

4. Washington State Ferries

The local layoff unit for employees includes all positions (including out-stationed Headquarters 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.

1 If no option is available within any of these local layoff units, the
2 unit expands to include all positions (including out-stationed
3 Headquarters positions) located in the Northwest Area layoff unit.

4 **21. Department of Veterans Affairs**

5 The following will constitute the layoff units for the department:

6 A. For employees in Western Washington, the county in which the employee's
7 permanent workstation is located is the initial layoff unit. If there are no
8 options in the county, the layoff unit expands to Western Washington. If
9 there are no options in Western Washington, the layoff unit expands to the
10 department statewide.

11 B. For employees in Eastern Washington, the county in which the employee's
12 permanent workstation is located is the initial layoff unit. If there are no
13 options in the county, the layoff unit expands to Eastern Washington. If
14 there are no options in Eastern Washington, the layoff unit expands to the
15 department statewide.

16 **22. Employment Security Department**

17 A. County of the official duty station.

18 B. If no option is available within the county layoff unit, the unit expands to a
19 specified county grouping layoff unit as defined in the table below. (Note:
20 If your official duty station is in the county in Column A, your layoff unit
21 at this step will include the county in Column A and the counties in Column
22 B).

Column A	Column B
Adams	Franklin, Grant, Lincoln, Whitman

Asotin	Garfield, Whitman
Benton	Franklin, Grant, Walla Walla, Yakima
Chelan	Kittitas, Grant, Douglas
Clallam	Jefferson, Kitsap
Clark	Cowlitz, Skamania
Columbia	Franklin, Garfield, Walla Walla, Whitman
Cowlitz	Clark, Lewis, Pacific, Skamania, Thurston, Wahkiakum
Douglas	Chelan, Grant, Kittitas, Okanogan
Column A	Column B
Ferry	Lincoln, Okanogan, Stevens
Franklin	Adams, Benton, Grant, Walla Walla
Garfield	Asotin, Columbia, Whitman
Grant	Adams, Benton, Chelan, Douglas, Franklin, Kittitas, Lincoln
Grays Harbor	Lewis, Mason, Pacific, Thurston
Island	Jefferson, Skagit, Snohomish, Whatcom
Jefferson	Clallam, Island, Kitsap, Mason
King	Kitsap, Pierce, Snohomish, Thurston

Kitsap	Clallam, Jefferson, King, Mason, Pierce, Thurston,
Kittitas	Chelan, Douglas, Grant, Yakima
Klickitat	Clark, Skamania, Yakima
Lewis	Cowlitz, Grays Harbor, Mason, Pacific, Pierce, Thurston, Wakiakum
Lincoln	Adams, Ferry, Grant, Okanogan, Spokane, Stevens, Whitman
Mason	Grays Harbor, Jefferson, Kitsap, Lewis, Pierce, Thurston
Okanogan	Chelan, Douglas, Ferry, Lincoln
Pacific	Cowlitz, Grays Harbor, Lewis, Wakiakum
Pend Oreille	Spokane, Stevens
Pierce	King, Kitsap, Lewis, Mason, Thurston
San Juan	Clallam, Island, Skagit, Whatcom
Skagit	Island, Snohomish, Whatcom
Skamania	Clark, Cowlitz, Lewis
Snohomish	Island, King, Skagit, Whatcom
Spokane	Lincoln, Pend Oreille, Stevens, Whitman
Stevens	Ferry, Lincoln, Pend Oreille, Spokane

Thurston	Cowlitz, Grays Harbor, King, Lewis, Mason, Pierce
Wahkiakum	Cowlitz, Lewis, Pacific
Walla Walla	Benton, Columbia, Franklin, Whitman
Whatcom	Island, Skagit, Snohomish
Whitman	Adams, Asotin, Columbia, Franklin, Garfield, Lincoln, Spokane, Walla Walla
Yakima	Benton, Kittitas, Klickitat

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C. If no option is available within the specified county grouping layoff unit as defined in Subsection 2.B above, then the unit expands to a regional layoff unit as defined below. The regional layoff unit is determined by the county of the employee's official duty station. For example, if the employee's official duty station is in Pierce County, the regional layoff unit is Unit A.

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1. Regional Layoff Unit A includes: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Klickitat, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Skamania, Snohomish, Thurston, Wahkiakum, and Whatcom.

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2. Regional Layoff Unit B includes: Adams, Asotin, Benton, Chelan, Columbia, Douglas, Ferry, Franklin, Garfield, Grant, Kittitas, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman, and Yakima.

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D. If no option is available within the Regional Layoff unit as defined in Subsection 2.C. above, the department statewide will be considered the layoff unit.

20 The county layoff unit is the primary layoff unit and is the county in which
21 an employee's work station is located.

1 The region layoff unit is the region in which an employee's work station is
2 located. There are four regions in the state: Northwest Region, Southwest
3 Region, Central Region and Eastern Region. The statewide layoff unit is all
4 AGO offices statewide.

5 **30. Office of the Insurance Commissioner**

6 The layoff unit for general service employees is an expanding layoff unit.

7 A. For employees in Western Washington, the county of the official worksite
8 is the initial layoff unit. If there are no options in the county, the layoff unit
9 expands to Western Washington. If there are no options in Western
10 Washington, the layoff unit expands to the department statewide.

11 B. For employees in Eastern Washington, the county of the official worksite is
12 the initial layoff unit. If there are no options in the county, the layoff unit
13 expands to Eastern Washington. If there are no options in Eastern
14 Washington, the layoff unit expands to the department statewide.

15 **31. Office of Minority and Women's Business Enterprises**

16 The agency is designated as the single layoff unit.

17 **32. Office of the Superintendent of Public Instruction**

18 Network Operations and Technology Support Center.

19 **33. Parks and Recreation Commission**

20 The agency is designated as the single layoff unit.

21 **34. Recreation & Conservation Office**

22 The agency is designated as the single layoff unit.

1 **35. School for the Blind**

2 The agency is designated as the single layoff unit.

3 **36. Secretary of State**

4 The layoff unit for general service employees is an expanding layoff unit.

5 A. For employees in Western Washington, the county of the official worksite
6 is the initial layoff unit. If there are no options in the county, the layoff unit
7 expands to Western Washington. If there are no options in Western
8 Washington, the layoff unit expands to the department statewide.

9 B. For employees in Eastern Washington, the county of the official worksite is
10 the initial layoff unit. If there are no options in the county, the layoff unit
11 expands to Eastern Washington. If there are no options in Eastern
12 Washington, the layoff unit expands to the department statewide.

13 **37. Services for the Blind**

14 The agency is designated as the single layoff unit.

15 **38. Utilities and Transportation Commission**

16 The layoff unit will first be the county in which the position is located, and if no
17 options are available, then to the department statewide.

18 **39. Washington State Historical Society**

19 The agency is designated as the single layoff unit.

20 **40. Washington State Lottery**

21 The layoff unit will first be the region in which the position is located, and if no
22 options are available, then to the department statewide.

1 **41. Washington State Patrol**

2 The layoff unit will first be the county in which the position is located, and if no
3 options are available, then to the department statewide.

4 **42. Workforce Training and Education Coordinating Board**

5 The agency is designated as the single layoff unit

6 **43. Commission on Hispanic Affairs**

7 The agency is designated as the single layoff unit.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders June 10, 2026

Amy M. Spiegel June 10, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX D
LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION
COMMITTEES

~~*This Appendix has been modified by an MOU~~

~~**1. Department of Corrections**~~

~~In each region.~~

12. Department of Fish and Wildlife

One (1) committee for each bargaining unit.

23. Department of Health

Shoreline Campus.

34. Department of Labor and Industries

Division of Occupational Safety and Health, Insurance Services and Field Services.

45. Department of Children, Youth and Families

- a. One for each region of child welfare field operations
- b. One for each JR institution.
- c. One for the Eastern Regions (Regions 1 and 2) of Juvenile Rehabilitation Community Facilities, Reentry and Parole.
- d. One for the Western regions (Regions 3, 4, 5, and 6) of Juvenile Rehabilitation community Facilities, Reentry and Parole.

56. Department of Social and Health Services

One (1) at each institution and by Appointing Authority in each region, one (1) Regional Business Services in each region, one (1) at each DSHS Behavioral Health & Treatment Center – Maple Lane Campus Unit and DSHS Behavioral Health &

1 Treatment Center – Steilacoom Unit, one (1) Consolidated Business Services
2 (CBS), and one (1) Maintenance and Operations Division (MOD). For MOD, CBS,
3 HCLA, FFA, BHHA only, if requested by the Union, up to three (3) additional
4 employee representatives will be allowed to attend local level UMCC meetings.

5 **67. Department of Transportation**

6 In each region and one (1) for headquarters.

7 **78. Department of Veterans Affairs**

8 One (1) at each institution.

9 **89. Employment Security Department**

10 One (1) in each of the following divisions:

- 11 a. Executive Programs
- 12 b. Finance & Administrative Services
- 13 c. Employment Connections
- 14 d. Human Resources
- 15 e. Information Technology Services
- 16 f. Paid Family and Medical Leave
- 17 g. Policy, Data, Performance and Integrity
- 18 h. Unemployment Insurance Customer Support

19 **94. Military Department**

20 One (1) in each of the following areas:

- 21 a. Camp Murray

- 1 b. Washington Youth Academy
- 2 **1011. Parks and Recreation Commission:**
- 3 In each region and one (1) for headquarters.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 22, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

Moving content to Article 25

APPENDIX G

TELEWORK

~~Teleworking is a business practice that benefits the state of Washington, employees, the economy and the environment. Telework is a tool for reducing commute trips, pollutants, energy consumption and our carbon footprint. Telework may result in economic, organizational and employee benefits such as increased productivity and morale, reduced use of sick leave, reduced parking needs and office space. Telework contributes to work life balance.~~

Definition

~~Telework is the practice of using mobile technology to perform required job functions from home, a state satellite location or another management approved location.~~

Position Eligibility

~~The Employer reserves the right to determine if a position's duties are eligible for telework and the frequency of teleworking. The Employer may revise or rescind a position's eligibility for telework due to changing business conditions or customer service needs. The Employer may require an employee to attend meetings in person or come to the office/field on an approved telework day in accordance with their telework agreement. The Employer may not require employees to submit additional documentation tracking their work solely because they telework.~~

Telework Requests and Agreements

~~An employee may submit a written request to their Employer for approval to telework in accordance with agency policy and the Employer will provide a written response. The Employer will consider an employee's request to telework in relation to the objectives of Executive Order 16-07 and the agency's policies and operating, business, and customer needs. The Employer will document and maintain approved telework requests via the Agency telework agreement. Employees may appeal a denied request through their~~

8/27/26

Page 2 of 2

~~Appointing Authority. A telework agreement shall not change an employee's duty station. Employees living in a county with a cost of living adjustment shall not receive the adjustment unless their duty station is located in that county. Approved telework plans shall terminate upon transfer to a new division or work unit. Transferring employees wishing to continue telework must submit a new request. The telework agreement, and any modifications, must be kept on file at the primary worksite and in the employee's official personnel file.~~

~~Changes to Existing Telework Agreements~~

~~The Employer reserves the right to reduce, modify or eliminate an employee telework agreement based on business needs or if there are documented performance and/or attendance concerns, to include not complying with the terms of a telework agreement. Except for instances where the elimination of a telework agreement is for documented performance and/or attendance issues, the Employer will address modifications to a telework agreement with the employee a minimum of ten (10) calendar days prior to making those modifications. The employer is not responsible for costs, damages or losses resulting from cessation of participation in a telework agreement.~~

~~Eligibility, denial, modification or elimination of a telework agreement is not considered a schedule change and is not grievable under Article 29 of the Collective Bargaining Agreement.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/31/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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APPENDIX H

2

EIGHTEEN DOLLARS PER HOUR STARTING WAGE

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~~*The provisions of this Appendix do not apply to the Department of Corrections, see~~

4

~~addendum A.~~

Class Code	Class Title	Current Range	Range Increase	New Range
104H	Administrative Intern 1	30E	4	34E
104I	Administrative Intern 2	32E	4	36E
568H	Agricultural Aide	30	4	34
568G	Agricultural Commodity Inspector 1	32	4	36
149E	Cashier 1	30	4	34
343E	Community Worker	31	3	34
678I	Custodian 1	32	2	34
206H	Digital Printing Operator	30	4	34
206I	Digital Printing Operator Lead	32	4	36
519E	Environmental Technician	32	2	34
196A	Event Attendant/Usher	30	4	34
148L	Fiscal Technician 1	30	4	34
59H	Grounds & Nursery Services Specialist 1	32	2	34
150E	Insurance Technician 1	33	5	38
679E	Laundry Worker 1	32	2	34

262I	Library & Archives Paraprofessional 1	31	3	34
113I	Mail Carrier-Driver	30	4	34
521H	Natural Resource Worker 2	32	4	36
100H	Office Assistant 1	30	4	34
100I	Office Assistant 2	32	4	36
678N	Park Aide	30	4	34
260P	Parks Interpretive Assistant	32	2	34
115E	Procurement & Supply Support Specialist 1	32	2	34
522E	Scientific Technician 1	30	4	34
681E	Sewing & Alterations Specialist 1	30	4	34
116E	Stockroom Attendant 1	30	4	34
116F	Stockroom Attendant 2	32	4	36
101E	Telephone Communications Operator	30	4	34
101F	Telephone Communications Operator Lead	32	4	36
199A	Tour & Informational Services Coordinator 1	32	2	34
632E	Transportation Helper	30	4	34
595K	Utility Worker 1	30G	4	34G
595L	Utility Worker 2	33G	4	37G
117I	Warehouse Operator 1	32G	2	34G

3550	Youth Academy Residential Specialist 1	33	1	34
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TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 7/22/26

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 7/17/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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**APPENDIX M-N
CC SALARY SCHEDULES**

Struck: No longer applicable to this agreement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX O
ASSIGNMENT PAY

~~*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.~~

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The “premium” is usually stated in a percentage above basic salary or a specific dollar amount. 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 Maintenance Specialist 1	597F	See Reference	5, 21, 22
Bridge Maintenance Specialist 2	597G	See Reference	5, 21, 22
Bridge Maintenance Specialist 3	597K	See Reference	5, 22
Bridge Maintenance Specialist Lead	597N	See Reference	5, 21, 22
Construction & Maintenance Project Lead	627F	See Reference	3, 39
Construction & Maintenance Project Specialist	627E	\$10.00/hour	3
Construction & Maintenance Project Supervisor	627G	See References	3, 39

GROUP A			
Class Title	Class Code	Premium	Reference#
Custodian 1	678I	5 percent	9
Custodian 2	678J	5 percent	9
Part A – DSHS: Adult Protective Services (APS)		10 percent	77A
Part B – DCYF: Licensing Child Protective Services (CPS), Child Welfare CPS, Child and Family Welfare Services (CFWS), Family Assessment Response (FAR), and Family Volunteer Services (FVS)		10 percent	77B
Electrician	608F	5 percent	51
Equipment Operator 1	618R	See Reference	12
Ferry Operator Assistant	653P	10 percent	5
Ergonomist 3	305C	10 percent	56
Ergonomist 4	305 D	10 percent	56
Highway Maintenance Worker 1	596P	See Reference	5, 16, 22, 36
Highway Maintenance Worker 2	596R	See Reference	5, 16, 22, 36

GROUP A			
Class Title	Class Code	Premium	Reference#
Highway Maintenance Worker 3	596S	See References	5, 14, 16, 21, 22, 36
Hydrogeologist 3	514G	<u>7.5 percent</u>	<u>79</u>
Hydrogeologist 4	514H	<u>7.5 percent</u>	<u>79</u>
Hydrogeologist 5	514I	<u>7.5 percent</u>	<u>79</u>
Compliance Industrial Safety and Health Investigator 1	406A	<u>10 percent</u>	<u>56</u>
Compliance Industrial Safety and Health Investigator 2	406B	10 percent	56
Compliance Industrial Safety and Health Investigator 3	406C	10 percent	56
Compliance Industrial Safety and Health Investigator 4	406D	10 percent	56
Compliance Industrial Safety and Health Investigator 5	406E	10 percent	56
Compliance Industrial Safety and Health Investigator 6	406F	10 percent	56
Maintenance Mechanic 1	626J	10 percent	14
Maintenance Mechanic 2	626K	10 percent	14

GROUP A			
Class Title	Class Code	Premium	Reference#
Maintenance Mechanic 3	626L	See References	5, 14, 16
Maintenance Specialist 2	596I	See Reference	5
Maintenance Specialist 3	596J	See Reference	5
Maintenance Specialist 5	596L	See Reference	21
Mental Health Technician 1	347L	5 percent	11
Mental Health Technician 2	347M	5 percent	11
Mental Health Technician 3	347N	5 percent	11
Natural Resource Scientist 1	516K	7.5 percent	79
Natural Resource Scientist 2	516L	7.5 percent	79
Natural Resource Scientist 3	516 M	7.5 percent	79
Natural Resource Scientist 4	516 N	7.5 percent	79
Park Ranger 2	389B	7.5 percent	53
Park Ranger 3	389C	7.5 percent	53
PBX Chief Operator	101H	5 percent	4
Forensic Care Associate 1	347J	5 percent	11
Forensic Care Associate 2	347R	5 percent	11

GROUP A			
Class Title	Class Code	Premium	Reference#
Forensic Care Associate 3	347B	5 percent	11
Residential Rehabilitation Counselor 2	347F	2.5 percent	55
Residential Rehabilitation Counselor 3	347G	2.5 percent	55
Residential Rehabilitation Counselor 4	347H	2.5 percent	55
Occupational Safety and Health Professional 1	392E	10 percent	56
Occupational Safety and Health Professional 2	392F	10 percent	56
Occupational Safety and Health Professional 3	392G	10 percent	56
Occupational Safety and Health Professional 4	392H	10 percent	56
Security Guard 2	385L	2.5 percent	55
Security Guard 3	385M	2.5 percent	55
Truck Driver 1	632I	10 percent	12
Truck Driver 2	632J	10 percent	12
Warehouse Operator 1	117I	\$10.00/month	2

GROUP B		
Assigned Duty	Premium	Reference #
Asbestos Workers (Certified)	10 percent	20
Certified Instructors (DCYF, DFW, DSHS, Parks)	See Reference	37B
Clerical Crime Lab Support (WSP)	5 percent	25
Criminal Intelligence and Investigative Analysis (WSP)	5 percent	62
CSR Team and SIR Team (WSP)	3 percent	27
Designated Corridors, Night Shift (DOT)	See Reference	49
Driving Fish Hauling Trucks (DFW)	See Reference	26
Dual Language Requirement	5 percent	18
Emergency Spill Response Team (ECY)	See Reference	24
Enhanced Drivers License (DOL)	10 percent	43
Heavy Equipment maintenance work greater than 26,000 lbs.	20 percent	75
Illegal Encampments Right of Way (DOT)	10 percent	48
Patient Resident Supervision (DCYF, DSHS)	5 percent	1
Patient Transport (DSHS)	10 percent	17

Pesticide Sprayers (DOT)		10 percent	16
SCUBA Diving/DPIC Requirement		\$10.00/hour	3
Tree felling duties (DOT)		See Reference	63
Work at Heights on Communications Towers		10 percent	76
GROUP C			
Agency/Class Code	Class Title	Location	Increase
Department of Agriculture			
567A	Grain Sampler/Weigher	Seattle	5 percent
567B	Grain Inspector 1	Seattle	5 percent
567C	Grain Inspector 2	Seattle	5 percent
567D	Grain Inspector 3	Seattle	5 percent
567E	Grain Inspector Supervisor	Seattle	5 percent
Department of Children, Youth and Families			
294F	Dental Assistant 1	Echo Glen	5 percent
292F	Dental Hygienist 2	Echo Glen	5 percent
355G	Juvenile Rehabilitation Counselor 2	Lewis Co. and Yakima Co.	5 percent
355K	Juvenile Rehabilitation Counselor 3	Lewis Co. and Yakima Co.	5 percent

Department of Fish and Wildlife			
630E	Welder – Fabricator	Thurston Co. and Yakima Co.	10 percent
Department of Social and Health Services			
168K	DDS Adjudicator 3	King Co.	2.5 percent
168M	DDS Adjudicator 4	King Co.	2.5 percent
168L	DDS Adjudicator 5	King Co.	2.5 percent
621F	Plumber/Pipefitter/Steamfitter	Fircrest School	12.5 percent
608F	Electrician	Fircrest School	12.5 percent
602K	Stationary Engineer 2	Fircrest School	12.5 percent
602L	Stationary Engineer 3	Fircrest School	12.5 percent
306P	Occupational Therapist 3	Lakeland Village	10 percent
306P	Occupational Therapist 3	Pierce Co.	5 percent
306R	Occupational Therapist Supervisor	Pierce Co.	5 percent
310I	Occupational Therapy Assistant 2	Pierce Co.	5 percent
306V	Physical Therapist 3	Lakeland Village	15 percent
306R	Occupational Therapist Supervisor	Rainier School	10 percent
308G	Speech Pathologist/Audiologist 3	Rainier School	10 percent

362F	Psychologist - Forensic Evaluator	Special Commitment Center	5 percent
311F	Dietician 2	Western State Hospital	5 percent
Department of Transportation			
597F	Bridge Maintenance Specialist 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
597F	Bridge Maintenance Specialist 1	Enumclaw	5 percent
597G	Bridge Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Medina, Mercer Island, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent

597G	Bridge Maintenance Specialist 2	Enumclaw	5 percent
597K	Bridge Maintenance Specialist 3	Tacoma	10 percent
597N	Bridge Maintenance Specialist Lead	Bellevue, Everett, Lakewood, Tacoma	10 percent
600J	Equipment Technician 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600J	Equipment Technician 2	Enumclaw	5 percent
600K	Equipment Technician 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600K	Equipment Technician 3	Enumclaw	5 percent

600L	Equipment Technician Lead	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600L	Equipment Technician Lead	Enumclaw	5 percent
600M	Equipment Technician Supervisor	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
151H	Fiscal Specialist Supervisor	Northwest Region outlying Maintenance Offices (Everett, King County [except Region HQ])	5 percent
148M	Fiscal Technician 2	Northwest Region outlying Maintenance Offices (except	10 percent

		King County and Region HQ)	
148M	Fiscal Technician 2	King County	5 percent
600P	Heavy Equipment Mechanic 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600P	Heavy Equipment Mechanic 1	Enumclaw	5 percent
600Q	Heavy Equipment Mechanic 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
600Q	Heavy Equipment Mechanic 2	Enumclaw	5 percent
600R	Heavy Equipment Mechanic 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent,	10 percent

		Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	
600R	Heavy Equipment Mechanic 3	Enumclaw	5 percent
600S	Heavy Equipment Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
596P	Highway Maintenance Worker 1	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent

596P	Highway Maintenance Worker 1	Enumclaw	5 percent
596R	Highway Maintenance Worker 2	Auburn, Bellevue, Buckley, Enumclaw, Everett, Greenwater, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542 Shuksan Faciliyt), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton), Stevens Pass (US 2: Berne Camp), Tacoma, White Pass (US 12: White Pass Facility), Woodinville	10 percent
596S	Highway Maintenance Worker 3	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup,	10 percent

		Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton), Stevens Pass (US 2: Berne Camp), Tacoma, White Pass (US 12: White Pass Facility), Woodinville	
596X	Highway Maintenance Worker 4	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton), Stevens Pass (US 2: Berne Camp), Tacoma, White Pass (US 12: White Pass	10 percent

		Facility), Woodinville	
596X	Highway Maintenance Worker 4	Enumclaw, Greenwater	5 percent
596T	Highway Maintenance Supervisor	Auburn, Bellevue, Buckley, Enumclaw, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Shuksan (SR 542: Shuksan Facility), Snoqualmie Pass (I-90: Hyak, Camp Mason, and Easton), Stevens Pass (US 2: Berne Camp), Tacoma, White Pass (US 12: White Pass Facility), Woodinville	10 percent
626L	Maintenance Mechanic 3	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle,	10 percent

		Shoreline, Woodinville	
626M	Maintenance Mechanic 4	Auburn, Bellevue, Everett, Issaquah, Kent, Monroe, Renton, Seattle, Shoreline, Woodinville	10 percent
598P	Maintenance Operations Assistant Superintendent	Seattle Shoreline	10 percent
596I	Maintenance Specialist 2	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle, Shoreline, Tacoma, Woodinville	10 percent
596I	Maintenance Specialist 2	Enumclaw	5 percent
596J	Maintenance Specialist 3	Auburn, Bellevue, Buckley, Everett, Issaquah, Kent, Lakewood, Monroe, Puyallup, Renton, Seattle,	10 percent

		Shoreline, Tacoma, Woodinville	
596J	Maintenance Specialist 3	Enumclaw	5 percent
530M	Transportation Engineer 3 (Cadastral)	Northwest Region (except King County)	10 percent
530M	Transportation Engineer 3 (Cadastral)	King County	5 percent
530M	Transportation Engineer 3 (Cadastral)	Urban Corridors Office (Shoreline/King County)	5 percent
Department of Veteran Affairs			
311E	Dietitian 1	Retsil	5 percent
602K	Stationary Engineer 2	Pierce County	5 percent
Office of Attorney General			
425E	Legal Assistant 1	King County	10 percent
425F	Legal Assistant 2	King County	15 percent
425G	Legal Assistant 3	King County	15 percent
425G	Legal Assistant 3	Thurston County	10 percent
425H	Legal Assistant 4	King County	15 percent

425H	Legal Assistant 4	Thurston County	10 percent
425I	Legal Administrative Manager	King County	15 percent
425I	Legal Administrative Manager	Thurston County	10 percent
426E	Paralegal 1	King County	5 percent
426F	Paralegal 2	King County	5 percent
426G	Paralegal 3	King County	5 percent
Washington State Patrol			
396L	Deputy State Fire Marshal	North Bend	2.5 percent
Washington Center for Deaf and Hard of Hearing Youth			
257J	Residential/Student Life Counselor	Vancouver	5 percent
Washington State School for the Blind			
257J	Residential/Student Life Counselor	Vancouver	5 percent

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2 **REFERENCE #1:**

3 Within the Department of Social and Health Services for the supervision, training, and
 4 mentoring of individuals with intellectual disabilities, or individuals with symptoms and
 5 behaviors related to significant mental illness; or in the Department of Children, Youth,
 6 and Families for the supervision, training, and mentoring of Juvenile Rehabilitation (JR)
 7 institution residents or Department of Corrections offenders residing in JR facilities. Basic
 8 salary plus five percent (5%).

1 **REFERENCE #2:**

2 For full-time assignment to forklift operations. Basic salary plus ten dollars (\$10.00) a
3 month shall be paid to employees in this class.

4 **REFERENCE #3:**

5 For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic
6 salary plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class.

7 **REFERENCE #4:**

8 For direct supervisory responsibility over PBX and Telephone Operators. Basic salary plus
9 five percent (5%).

10 **REFERENCE #5:**

11 For assigned operation of highway equipment rated above the employee's classification.
12 Basic salary plus the hourly difference between Step M of the Highway Maintenance
13 Worker 2 class and Step M of the salary range representing a four-range increase over the
14 Highway Maintenance Worker 2 class. Employees operating this equipment shall be paid
15 for actual operations that continue for at least one (1) hour. Equipment operation that lasts
16 for less than one (1) continuous hour shall not qualify the operator for premium pay.
17 Employees operating this equipment in a bona fide training assignment are not entitled to
18 the higher rate.

19 **REFERENCE #9:**

20 For full-time assignment to a floor care crew and the operation of heavy duty floor cleaning
21 and waxing equipment. Basic salary range plus five percent (5%). Basic salary range plus
22 five percent (5%) will also be paid to designated working supervisor of floor crew.

23 **REFERENCE #11:**

24 For successful completion of the Department of Social and Health Services approved core
25 curriculum which consists of forty-five (45) college quarter credit hours or its equivalent

1 in semester hours and current participation in the development and implementation of
2 assigned aspects of individual resident treatment activities. Basic salary plus five percent
3 (5%).

4 **REFERENCE #12:**

5 Employees assigned to operate equipment above this level shall be compensated basic
6 salary plus ten percent (10), and shall be credited with a minimum of four (4) hours at the
7 higher rate on each day they operate the higher level equipment.

8 **REFERENCE #14:**

9 For all hours worked when assigned to bridge painting inspection duties which involve
10 climbing and work in exposed positions at heights from which an employee might fall
11 thirty (30) feet or more; excludes work on bridges or overpasses within areas protected by
12 walls or guardrails. Basic salary plus ten percent (10%).

13 **REFERENCE #16:**

14 For mixing, record keeping, and application of pesticides by a licensed Department of
15 Transportation spray operator. Basic salary plus the hourly difference between step M of
16 the Highway Maintenance Worker 2 class and Step M of the salary range representing a
17 four-range (4) increase over the Highway Maintenance Worker 2 class. Employees who
18 are responsible for actual mixing, record keeping, and spraying of pesticide as documented
19 by completion and signature of a "Pesticide Application Record" shall be paid for actual
20 hours of operation that continues for at least one (1) hour. Mixing, record keeping, and
21 application of pesticides that last for less than one (1) hour shall not qualify employees for
22 assignment pay.

23 **REFERENCE #17:**

24 Payable to DSHS staff in classifications below the Truck Driver salary range when they
25 are qualified to operate, and are operating equipment, which is on the DSHS equipment list
26 calling for Truck Driver 1, 2, or 3. Pay will be the basic salary plus ten percent (10%).

1 Payable for the greater of actual operating time or two (2) hours. Applicable only to the
2 Department of Social and Health Services.

3 **REFERENCE #18:**

4 Employees in any position whose current assigned job responsibilities include proficient
5 use of written and oral English and proficiency in speaking and/or writing one or more
6 additional languages, American Sign Language, or Unified English Braille, provided that
7 proficiency or formal training in such additional language is not required in the
8 specifications for the job class. Basic salary plus five percent (5%).

9 **REFERENCE #20:**

10 Basic salary plus ten percent (10%) for certified asbestos workers while they are required
11 to wear and change into or out of full-body protective clothing and a pressurized respirator.

12 **REFERENCE #21:**

13 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day when
14 assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding
15 routine maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

16 **REFERENCE #22:**

17 Basic salary plus ten percent (10%) for a minimum of four (4) hours per working day while
18 either operating an Under-Bridge Inspection Truck (UBIT) from the bucket or while
19 serving as back-up operator on the bridge deck.

20 **REFERENCE #24:**

21 Part A: Within the Department of Ecology, basic salary plus ten percent (10%) to
22 designated employees permanently assigned to the Emergency Spill Response Team.

23 Part B: Within the Department of Ecology, two dollars and forty-four cents (\$2.44) for each
24 hour on duty in the assigned duty week outside of normal work hours to designated
25 employees not permanently assigned to the Emergency Spill Response Team.

1 **REFERENCE #25:**

2 Basic salary plus five percent (5%) for crime lab support staff performing evidence
3 handling activities.

4 **REFERENCE #26:**

5 Within the Department of Fish and Wildlife, basic salary plus ten percent (10%) for
6 employees with a Class A or Class B Commercial Driver's License performing the
7 following duties: driving CDL fish-hauling trucks to transport fish or to deliver a CDL
8 truck for authorized maintenance, fish loading or unloading, pre and post trip inspections,
9 and fuel stops. The advanced pay level shall be for a one (1) hour minimum and thereafter
10 on an hour-for-hour basis, rounded up to an hour.

11 **REFERENCE #27:**

12 Basic salary plus three percent (3%) to designated forensic scientist of the Washington
13 State Patrol assigned to either the Crime Scene Response Team and/or Statewide Incident
14 Response Team.

15 **REFERENCE #29:**

16 Upon review from OFM State Human Resources and negotiations with OFM/SHR Labor
17 Relations & Compensation Policy Section employees in any position located where the
18 cost of living impacts the agency's ability to recruit and/or retain employees which would
19 severely impair the effective operation of the agency, will be compensated basic salary plus
20 specified percentages as detailed in the Group C listing.

21 **REFERENCE #35:**

22 Basic salary plus five percent (5%) for each day that an eligible employee is assigned the
23 role of the Presiding Steward for the Washington Horse Racing Commission.

24 **REFERENCE #36:**

25 Basic salary plus ten percent (10%) while performing back flow valve testing.

1 **REFERENCE #37B (WFSE Only):**

2 Excluding employees whose assigned duties are classification specific or position specific,
3 within the Washington State Parks and Recreation Commission, Department of Children,
4 Youth, and Families, and the Department of Social and Health Services, certified
5 instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and/or
6 pistol maintenance, will be compensated at basic salary plus ten dollars (\$10.00) per hour
7 for every hour engaged in giving instruction to or in receiving re-certification training.
8 Pistol maintenance instructors are eligible for this additional compensation when they are
9 instructing in a classroom setting, providing one-on-one instruction or repairing at the
10 firing range.

11 **REFERENCE #39:**

12 Construction and Maintenance Project Lead and Construction and Maintenance Project
13 Supervisor positions assigned to marine crew will be compensated basic salary plus ten
14 percent (10%) and will be credited with a minimum of four (4) hours at the higher rate on
15 each day they operate Class C equipment.

16 **REFERENCE #43:**

17 Basic salary plus ten percent (10%) shall be paid to Department of Licensing employees
18 who have successfully completed the DOL-sponsored Enhanced Drivers License Training
19 Course and have been qualified and permanently assigned to denote US Citizenship and
20 issue a Washington State enhanced driver's license or enhanced identification card.

21 **REFERENCE #48:**

22 Basic salary plus ten percent (10%) will be paid to Department of Transportation
23 employees when assigned by the employer to work in or remove illegal encampments
24 within State Right of Way.

1 **REFERENCE #49:**

2 Basic salary plus two dollars (\$2.00) per hour for Department of Transportation employees
3 permanently or temporarily assigned to crews that maintain designated corridors on night
4 shift because heavy congestion on the roadway prevents these activities from occurring
5 during the day. Employees temporarily assigned to night shift to perform snow and ice
6 removal do not qualify for the premium.

7 **REFERENCE #51:**

8 Within the Department of Enterprise Services, basic salary plus five percent (5%) for work
9 assigned on and/or testing of high voltage distribution systems of seven hundred and fifty-
10 one (751) volts or more and will be rounded up to the nearest hour.

11 **REFERENCE #53:**

12 Within the Washington State Parks and Recreation Commission, basic salary plus seven
13 and one half percent (7.5%) for performing duties as a Field Training Officer (FTO). Such
14 duties will be assigned in writing and as directed by management.

15 **REFERENCE #55:**

16 Basic salary plus two and one half percent (2 1/2%) for Security Guards and Residential
17 Rehabilitation Counselors within the Department of Social and Health Services that are
18 assigned to the Special Commitment Center (SCC) firefighting response team.

19 **REFERENCE #56:**

20 Within the Department of Labor and Industries, conditional to serious hazard exposure as
21 defined by RCW 49.17.180(7): Compliance Industrial Safety and Health Investigators,
22 Occupational Safety & Health Professionals, and Ergonomists will be compensated basic
23 salary plus ten percent (10%) for each hour they are required to use personal protective
24 equipment (excluding hard hat, boots, hearing and eye protection) to enter a hazardous
25 worksite to consult, inspect or investigate where serious hazards are present.

1 **REFERENCE #62:**

2 Within the Washington State Patrol, basic salary plus five percent (5%) shall be paid to
3 Northwest High Intensity Drug Trafficking Area and Organized Crime Intelligence Unit
4 employees for performing criminal intelligence and investigative analysis work. Activities
5 include de-confliction communications with other government public safety agencies for
6 officer safety. De-confliction of case information to ensure that officers are not taking
7 action in conflict of another active investigation. Developing criminal link to associates
8 and family members for known or potential criminal activities. Participating in proffer
9 interviews with detectives, subjects and attorneys. Participating in the service of state and
10 federal search warrants.

11 **REFERENCE #63:**

12 For certified Department of Transportation employees in positions permanently assigned
13 duties that include tree evaluation and felling. Basic salary plus the hourly difference
14 between Step M of the Highway Maintenance Worker 2 class and Step M of the salary
15 representing a four (4) range increase over the Highway Maintenance Worker 2 class for
16 each hour evaluating and/or tree felling trees greater than six (6) inches in diameter.

17 **REFERENCE #75:**

18 Basic salary plus twenty percent (20%) payable to positions within the Equipment
19 Technician series, for hours worked performing hands-on mechanical maintenance,
20 diagnostics, fabrications, calibrations, and repair work on heavy-duty vehicles and/or
21 heavy equipment greater than twenty-six thousand (26,000) GVWR.

22 **REFERENCE #76:**

23 Basic salary plus ten percent (10%) while performing assigned job responsibilities
24 requiring work at heights above four (4) feet at communication tower sites or are at the
25 same remote location directly supervising an employee performing these duties. These
26 employees are responsible for performing work on towers, which includes working at
27 heights from which an employee might fall in excess of four (4) feet. Employees will be

1 paid a minimum of four (4) hours at the higher rate on each day they perform this work at
2 a communication tower site or are at the same remote location directly supervising an
3 employee performing these duties. The higher rate of pay is not to be paid for travel to/from
4 remote tower locations and does not include administrative time.

5 **REFERENCE #77:**

6 **Part A – DSHS:**

7 77A - Basic salary range plus ten percent (10%) for Social Service Specialist 3, 4 and 5s
8 who independently perform the full scope of work during unannounced visits in
9 unregulated environments, such as private residences, to conduct investigations for
10 allegations of abuse and/or neglect to assess the safety of vulnerable adults. Positions in an
11 in-training capacity are not eligible until they reach the goal class(es) noted above.

12 **Part B – DCYF:**

13 77B - Basic salary range plus ten percent (10%) for Social Service Specialists 3, 4 and 5s
14 who independently perform the full scope of work during visits in unregulated
15 environments, such as private residences, to conduct investigations for allegations of abuse
16 and/or neglect to assess the safety of vulnerable children. Positions in an in-training
17 capacity are not eligible until they reach the goal class(es) noted above.

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1 **REFERENCE #79:**

2 Within the Department of Ecology and Department of Natural Resources, basic salary plus
3 seven and one half percent (7.5%) for designated specialty Hydrogeologist 3, 4, and 5 and
4 Natural Resource Scientist 1, 2, 3, and 4 employees whose work includes consultation,
5 design and execution of geological investigations, being in responsible charge (RCW
6 18.220.010(14)) of geological or specialty geological work, or the drawing of geological
7 conclusions and recommendations in a way that affects the public health, safety, or welfare;
8 or testimony, or preparation and presentation of exhibits or documents for the sole purpose
9 of being placed in evidence before any administrative or judicial tribunal or hearing.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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APPENDIX P
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 ranges. 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 (6) 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.

“GS1” RANGE:

This range applies to the following specific job classes:

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1 Physician 2, Physician 3, periodic increases are made at the same intervals as through
2 standard ranges.

3 **“I” RANGE:**

4 This range is five (5) ranges higher than the range approved for Lottery District Sales
5 Representative and it may be applied only to those classifications. Use of this range is
6 limited to sales incentive programs which: (a) may not exceed thirteen (13) weeks for any
7 program; (b) may not exceed four (4) programs in any consecutive twelve (12) months; (c)
8 require achievement of specific goals which are set for each program by the lottery, such
9 goals to be in excess of normal performance standards for the class. ~~At its discretion,~~
10 ~~Lottery may designate the fourth (4th) quarter incentive program in any fiscal year to~~
11 ~~compensate employees for the achievement of annual goals. This provision may not be~~
12 ~~applied to any quarter other than the fourth (4th).~~

13 In the event the Lottery achieves its established annual sales goal for the fiscal year, an
14 employee who did not receive incentive compensation for one or more quarterly incentive
15 programs during that fiscal year shall receive retroactive incentive compensation for each
16 quarter in which the employee was eligible to participate but did not receive incentive
17 compensation. The amount of the retroactive incentive compensation shall be equal to the
18 incentive that would have been received for the applicable quarter(s). The Lottery shall
19 establish and communicate the annual sales goal and eligibility requirements for
20 participation in the incentive program.

21 ~~Lottery is authorized to compensate individual employees on the “I” range for not more~~
22 ~~than three (3) months as a result of any one (1) sales incentive program, with the number~~
23 ~~of months as stipulated in the incentive program announcement. Within these limits,~~
24 Movement of any employee to and from the “I” range will be at the discretion of the
25 Lottery, and shall be from and to the same step, subject to change by the employee’s
26 periodic increment date.

1 **“J” RANGE:**

2 This range is a single rate per hour equivalent to Range 69, Step L. Use is limited to Lottery
3 employees who volunteer and are selected for lottery drawing duty as one (1) of the
4 following: (a) The Lottery Drawing Official (LDO); (b) the Lottery Security Official
5 (LSO); or (c) the Headquarters Drawing Official (HDO), as described under Lottery
6 procedures.

7 Employees performing these functions during their normal working shift will not be
8 eligible for “J” range compensation. Employees performing these functions outside of their
9 shift will be compensated by the “J” rate on an hourly basis with a two (2)-hour minimum
10 per drawing period.

11 **“N1” RANGE:**

12 This range applies to nurses represented by the Washington Federation of State Employees
13 and is used for classes requiring licensure as a registered nurse and having a prevailing pay
14 range which is longer than Washington’s standard ranges. An “N1” range is a standard
15 range, Steps A through K, with ten (10) added Steps, L through U. Periodic increases
16 through Step K of these ranges are made at the same intervals as through standard ranges.
17 Thereafter, an employee receives a one-step increase based on years of experience up to
18 the maximum step of the range.

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1 **“IT” RANGE:**

2 This range applies to the job classifications assigned to the Information Technology
3 Professional structure. Employees within an IT job family and job level will be assigned to
4 one (1) range on the IT salary schedule. Periodic increases through the steps of a range are
5 made at the same intervals as through standard ranges. Each range on the IT salary schedule
6 is independent and not related to the other ranges within the schedule.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX Q
WILD FIRE SUPPRESSION AND OTHER EMERGENCY DUTIES
DEPARTMENT OF NATURAL RESOURCES

1. Application of this Appendix

The provisions of this Appendix apply to DNR employees only when performing wildfire suppression , or other emergency duties under the incident command system.

2. Deployment Dispatch Authority

The Employer retains sole authority to dispatch employees to wildfire suppression or other emergency duties, even when dispatched to inter-agency wildfire suppression or other emergency duties.

3. Wildfire Suppression or Other Emergency Duty Work Schedules

When performing wildfire suppression or other emergency duties, employees may be assigned schedules that are other than Monday through Friday and 8:00 a.m. to 4:30 p.m. Schedules shall provide for equitable rotation if requested by a majority of the affected employees.

4. Correctional Facility Duty Stations

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.

5. Rotational Wildfire Suppression or Other Emergency Duty Standby

When performing wildfire suppression or other emergency duties separate rotational standby schedules may be established for the incident command system positions. If established, the rotational schedules will be posted in region and division offices and updated weekly. Actual rotation will not begin or continue except as authorized by the Employer. The Employer will make cellular phones or similar communication devices available to employees if on rotational standby for deployment.

6. Compensation for Reacting to Potential Wildfire Suppression or Other Emergency Duties

When an employee is reacting to wildfire suppression or other emergency duties, they will be paid in accordance with Section 42.33 and 42.34.

7. Union Access During Deployments

The Union will have access to emergency duty locations (the actual site of the wildfire or other emergency) where WFSE members are present. A Union representative who visits the emergency duty location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Section 39.1 B will still apply.

8. Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

A. If the length of the wildfire suppression or other emergency duty deployment, regardless of duty station location(s), is:

1. At least ten (10) but less than fourteen (14) consecutive days, employees will receive one (1) calendar day off; if the day falls on a regularly scheduled workday, the employee will be compensated for their regularly scheduled work shift as paid rest and recuperation miscellaneous leave and is considered time worked

for calculation of the overtime rate; if the day falls on a regularly scheduled day off, the employee will be compensated as paid rest and recuperation miscellaneous leave which is not considered time worked for calculation of the overtime rate; or

2. At least fourteen (14) consecutive days, employees will receive three (3) consecutive calendar days off; if a day(s) falls on a regularly scheduled workday(s), the employee will be compensated for their regularly scheduled work shift(s) as paid rest and recuperation miscellaneous leave and is considered time worked for calculation of the overtime rate; if a day(s) falls on a regularly scheduled day off, the employee will be compensated as paid rest and recuperation miscellaneous leave ~~for one (1) day only and which are~~ is not considered time worked for calculation of the overtime rate; ~~and any additional day(s) that falls on a regularly scheduled day off, the employee will not receive paid rest and recuperation miscellaneous leave for that day(s).~~

- B. If an employee is unable to take their consecutive regular days off or be scheduled for the consecutive rest and recuperation days during deployment and can continue to work safely, the consecutive days off or rest and recuperation days will occur consecutively beginning on the first calendar day after returning from deployment.

- C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from an emergency duty incident are excluded in calculating the consecutive days of deployment referred to above in Subsection 8 A.

- D. During the rest and recuperation miscellaneous leave, the employee will be paid at the employee's straight time hourly rate equivalent to their scheduled work shift.

1 E. Deployment beyond fourteen (14) consecutive days requires mutual
2 agreement of the employee's Appointing Authority, the DNR Wildfire
3 Division Manager, and the employee. Approval to extend wildfire or other
4 emergency duty deployment beyond fourteen (14) consecutive calendar
5 days shall include a provision for scheduling the regular day(s) off and/or
6 rest and recuperation day(s) miscellaneous leave if not already taken at the
7 earliest opportunity consistent with safety and scheduling considerations.

8 **9. Normal Rest Periods**

9 When an employee is deployed under the incident command system to wildfire
10 suppression or other emergency duty, it is normally appropriate to grant a
11 reasonable rest period after twelve (12) hours of duty. Except when precluded by
12 extraordinary circumstances, a rest period is eight (8) or more continuous
13 duty/travel-free hours.

14 **10. Fit for Duty**

15 As in all other instances, employees while deployed to wildfire suppression or other
16 emergency duty under the incident command system are responsible within their
17 means to be physically able to resume their duties at the start of each work shift.

18 **11. Wildfire Suppression Base Camp**

19 A. DNR employees are not required to remain in a wildfire suppression base
20 camp during off-duty hours.

21 B. When a wild fire suppression base camp is established for overnight
22 operation and one-way travel to the nearest community does not
23 unreasonably exceed one (1) hour, the Employer will, except when
24 precluded by extraordinary circumstances, provide for round trip
25 transportation to the nearest community for employees who are off duty.

12. Laundry Services at Emergency Duty Locations

After five (5) consecutive calendar days at an emergency duty location 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, Subsection 10.60.10.

13. 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 their 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.

14. Meals at Emergency Duty Locations

A. Employees working in wildfire suppression or other emergency duty are
entitled to meals in accordance with agency guidelines.

- DNR will provide up to three (3) meals a day (breakfast, lunch,
and/or dinner).
- If a required meal is not provided, employees will receive per diem
for the meal. diem.

B. In emergency situations, on short notice, when an employee is required to
report for duty three (3) or more hours prior to their 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.

D. The Employer understands the physical aspects for all employees during
wildfire suppression or other emergency duty efforts and agrees to provide
meals that meet or exceed the minimum nutritional requirements.

E. Upon request by an employee, who has been issued a red-card and deployed
by the Employer to an emergency duty location, the Employer will issue
three (3) MREs (Meals Ready-to-Eat) to the employee.

15. Sleeping Bags at Emergency Duty Locations

At a wildfire, each employee who remains at the site overnight will be provided a
sleeping bag and a sleeping pad of good quality.

16. Inclement Weather Facilities at Emergency Duty Locations

At a wildfire emergency duty location during inclement weather, reasonably warm and dry facilities will be provided as soon as possible for eating and sleeping.

17. Shower Facilities at Emergency Duty Locations

At an overnight wildfire emergency duty location, shower facilities including soap will be made available as soon as possible when practicable.

18. Air Quality

DNR commits to further discussions with the union regarding firefighter respiratory health.

19. Work Capacity Testing

The physical fitness levels for wildland fire assignments will be as designated in the National Interagency Incident Management System Wildland Fire Qualification System Guide published by the National Wildfire Coordinating Group (PMS 310-1).

For a wildland fire assignment not included in the National Interagency Incident Management System Wildland Fire Qualification System Guide, the Employer agrees to include the Union in a study of the tasks comprising the assignment and the appropriateness of a physical fitness level designation. The study will include the application of the definitions of arduous, moderate, and light physical fitness levels provided in the National Interagency Incident Management System Wildland Fire Qualification System Guide.

Physical fitness levels of employees who are subject to being assigned wildland fire duties will be evaluated using the applicable Work Capacity Test, i.e. arduous, moderate, or light, developed by the USDA Forest Service Missoula Technology and Development Center to evaluate a worker's capacity to meet National Wildfire Coordinating Group physical fitness standards.

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- 1 The Employer and Union agree to meet and discuss in a Union-Management
2 Committee meeting alternatives to the Work Capacity Test.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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APPENDIX R
JOB CLASSIFICATIONS - TWELVE MONTH PROBATIONARY PERIOD

~~*This Appendix has been modified by an MOU effective July 1, 2025~~

~~*This Appendix has been modified by an MOU~~

~~*The provisions of this Appendix do not apply to the Department of Corrections, see DOC
addendum~~

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 Commodity Inspector 3 (Fruit and Vegetable Inspection Program
only)

3. Department of Children, Youth, and Families

Social Service Specialist 1, 2, 3 and 4

Procurement & Supply Specialist 1

Public Benefits Specialist 2 (9 month)

4. Department of Financial Institutions

Financial Legal Examiner 2

5. Department of Labor & Industries

Compliance Industrial Safety Health Investigator 1, 2, 3, 4, 5 and 6 (DOSH only)

1 Occupational Safety & Health Professional 1, 2, 3, and 4 (DOSH only)

2 **6. Department of Licensing**

3 Business and Professions Auditor 1, 3, and 4

4 Vehicle Service Liaison Officer 1 and 2

5 **7. Department of Social and Health Services**

6 Adult Training Specialist 1

7 Attendant Counselor 1

8 Claims Officer 1 – Department of Social and Health Services

9 DDS Adjudicator 1

10 Developmental Disabilities Case/Resource Manager Trainee

11 Public Benefits Specialist 2 (HCS only)

12 Procurement and Supply Specialist 1

13 Social Service Specialist 1, 2, 3, and 4

14 Support Enforcement Officer 1

15 Vocational Rehabilitation Counselor 2 and 3

16 WMS Band 1 and 2

17 **8. Department of Transportation**

18 Highway Maintenance Worker 1 and 2

19 **9. Horse Racing Commission**

20 Racing License Specialist

1 Racing Official Assistant

2 Racing Official 1 and 2

3 Racing Pari-Mutuel Inspector

4 Racing Steward

5 **10. Office of the Attorney General**

6 AGO Investigator/Analyst

7 AGO Senior Investigator/Analyst

8 AGO Investigator/Analyst Supervisor

9 Clinical Health Care Investigator

10 Financial Examiner 1

11 Financial Examiner 2

12 Financial Examiner 3

13 Financial Examiner 4

14 Financial Legal Examiner 1

15 Financial Legal Examiner 2

16 Financial Legal Examiner 3

17 Financial Legal Examiner 4

18 **11. Office of the Insurance Commissioner**

19 Health Insurance Advisor 1 and 2

1 **12. Parks and Recreation Commission**

2 Park Ranger 1, 2, 3, and 4

3 **13. Services for the Blind**

4 Vocational Rehabilitation Counselor 3 and 4

5 **14. Secretary of State**

6 Library and Archival Professional (9 Month -Institutional Library Services
7 Program)

8 Library and Archives Paraprofessional (9 Month -Institutional Library Services
9 Program)

10 **15. Utilities and Transportation Commission**

11 Transportation Engineers 3 (Federal Rail Inspectors)

12 Rail Carrier Compliance Specialist (State Rail Inspectors)

13 Investigator 3 (Motor Carrier Inspectors)

14 Energy/Utilities Engineer 3 (Pipeline Inspectors)

15 **16. Washington State Historical Society**

16 Preservation and Museum Specialist 2

17 Preservation and Museum Specialist 3

18 Preservation and Museum Specialist 4

19 Program Specialist 5

20 Capital Projects Coordinator 2

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1 Information Technology Specialist 2

2 **17. Washington State Patrol**

3 Forensic Scientist 1, 2, 3, 4, and 5

4 Fingerprint Technician 1 and 2

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For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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APPENDIX S
CLASSIFICATION SPECIFIC SALARY ADJUSTMENTS
AND NEW JOB CLASSIFICATIONS

~~*The provisions of this Appendix do not apply to the Department of Corrections, see DOC supplemental addendum.~~

Class Code	Class Title	Current Range	Range Increase	New Range Effective 7/1/2025
346E	Adult Training Specialist 1	37	2	39
346F	Adult Training Specialist 2	42	2	44
346G	Adult Training Specialist 3	45	2	47
348K	Behavioral Health Specialist 3	50	2	52
348L	Behavioral Health Specialist 4	NEW	NEW	55
566E	Brand Control Specialist	33	4	37
566F	Brand Inspector 1	33	5	38
566G	Brand Inspector 2	39	5	44
531E	Bridge Engineer 1	56	1	57
531F	Bridge Engineer 2	60	1	61
531G	Bridge Engineer 3	64	1	65
531H	Bridge Engineer 4	70	1	71
531I	Bridge Engineer 5	74	1	75

531J	Bridge Engineer 6	78	1	79
605E	Carpenter	42G	1	43G
605F	Carpenter Lead	45G	1	46G
605G	Carpenter Supervisor	49G	1	50G
424A	Claims Officer 1—DSHS	59	2	61
424B	Claims Officer 2—DSHS	61	2	63
424C	Claims Officer 3—DSHS	63	2	65
424D	Claims Officer 4—DSHS	65	2	67
285X	Clinical Nurse Specialist	80N	1	81N
507A	Criminal Justice Information Specialist 1	NEW	NEW	44
507L	Criminal Justice Information Specialist 2	NEW	NEW	48
507M	Criminal Justice Information Specialist 3	NEW	NEW	52
382A	Criminal Justice Trainer 1	NEW	NEW	50
382B	Criminal Justice Trainer 2	NEW	NEW	59
382C	Criminal Justice Trainer 3	NEW	NEW	62
382D	Criminal Justice Trainer 4	NEW	NEW	65
501L	Data Science & Informatics Specialist 1	NEW	NEW	68
501M	Data Science & Informatics Specialist 2	NEW	NEW	72
501N	Data Science & Informatics Specialist 3	NEW	NEW	76

501O	Data Science & Informatics Specialist 4	NEW	NEW	79
396K	Deputy State Fire Marshall 1	48	4	52
396M	Deputy State Fire Marshall 3	NEW	NEW	68
351U	Developmental Disability Case Resource Manager	58	1	59
351V	Developmental Disability Outstation Manager	60	1	61
608F	Electrician	50G	2	52G
608G	Electrician High Voltage	52G	2	54G
608H	Electrician Lead	53G	2	55G
608I	Electrician Lead High Voltage	55G	2	57G
608J	Electrician Supervisor	57G	2	59G
397A	Emergency Management Program Specialist 1	46	6	52
397B	Emergency Management Program Specialist 2	52	6	58
397C	Emergency Management Program Specialist 3	60	6	66
397D	Emergency Management Program Specialist 4	64	6	70
538O	Engineering Aide 3	51	2	53
538P	Engineering Aide 4	53	2	55
536F	Environmental Engineer 2	61	1	62
536G	Environmental Engineer 3	67	1	68

536H	Environmental Engineer 4	69	1	70
536I	Environmental Engineer 5	72	1	73
536J	Environmental Engineer 6	75	1	76
523F	Environmental Specialist 2	45	2	47
303L	Epidemiologist 3 (Non-Medical)	71	2	73
618R	Equipment Operator 1	38E	3	41E
600I	Equipment Technician 1	33G	2	35G
422P	Financial Legal Examiner 1	57	6	63
422Q	Financial Legal Examiner 2	62	3	65
422R	Financial Legal Examiner 3	68	2	70
422S	Financial Legal Examiner 4	72	2	74
523N	Fish & Wildlife Biologist 3	57	1	58
523O	Fish & Wildlife Biologist 4	59	1	60
591M	Grounds & Nursery Services Specialist 5	41	1	42
591N	Grounds & Nursery Services Specialist 6	45	1	46
351Z	Habilitation Plan Administrator	57	2	59
600O	Heavy Equipment Mechanic 1	NEW	NEW	56G
600Q	Heavy Equipment Mechanic 2	NEW	NEW	60G
600R	Heavy Equipment Mechanic 3	NEW	NEW	63G

600S	Heavy Equipment Mechanic 4	NEW	NEW	67G
596P	Highway Maintenance Worker 1	41E	3	44E
596R	Highway Maintenance Worker 2	46E	2	48E
355E	Juvenile Rehabilitation Counselor 1	48	2	50
355G	Juvenile Rehabilitation Counselor 2	52	2	54
355K	Juvenile Rehabilitation Counselor 3	54	4	58
385P	Juvenile Rehabilitation Officer 1	43	3	46
385Q	Juvenile Rehabilitation Officer 2	45	3	48
385S	Juvenile Rehabilitation Officer 3	47	5	52
385R	Juvenile Rehabilitation Officer 4	49	7	56
355N	Juvenile Rehabilitation Program Manager	58	4	62
355I	Juvenile Rehabilitation Specialist	54	4	58
527D	Land Surveyor 1	NEW	NEW	56
527E	Land Surveyor 2	55	4	59
527F	Land Surveyor 3	61	2	63
527G	Land Surveyor 4	NEW	NEW	68
422X	Law Judge	NEW	NEW	70
422Y	Law Judge Senior	NEW	NEW	73
425I	Legal Administrative Manager	52	4	56

422I	Legal Examiner 1	55	8	63
422J	Legal Examiner 2	63	2	65
422K	Legal Examiner 3	68	2	70
422L	Legal Examiner 4	NEW	NEW	74
261E	Library & Archival Professional – Manager	61	3	64
458E	Licensing Services Representative 1	43	1	44
626J	Maintenance Mechanic 1	44G	1	45G
626K	Maintenance Mechanic 2	47G	1	48G
626L	Maintenance Mechanic 3	50G	1	51G
626M	Maintenance Mechanic 4	53G	1	54G
516K	Natural Resource Scientist 1	47	5	52
516L	Natural Resource Scientist 2	52	6	58
516M	Natural Resource Scientist 3	60	2	62
516N	Natural Resource Scientist 4	67	3	70
523A	Natrual Resource Specialist 6	NEW	NEW	66
285T	Nursing Consultant, Public Health	74N	1	75N
285U	Nursing Care Consultant	74N	1	75N
285V	Nursing Consultant Institutional	74N	1	75N
285W	Nursing Consultant Advisor	78N	1	79N

399F	Occupational Safety and Health Specialist 1	49	5	54
399G	Occupational Safety and Health Specialist 2	53	5	58
399H	Occupational Safety and Health Specialist 3	55	6	61
399I	Occupational Safety and Health Specialist 4	56	9	65
306P	Occupational Therapist 3	56	3	59
306R	Occupational Therapist Supervisor	59	3	62
619F	Painter	42G	1	43G
619H	Painter Lead	45G	1	46G
619J	Painter Supervisor	49G	1	50G
426H	Paralegal 4	NEW	NEW	62
389E	Park Operations Ranger	NEW	NEW	56
389A	Park Ranger 1	46	2	48
389B	Park Ranger 2	51	2	53
389C	Park Ranger 3	56	3	59
291C	Physician Assistant, Certified	78N	1	79N
621F	Plumber/Pipefitter/ Steamfitter	50G	1	51G
621G	Plumber/Pipefitter/ Steamfitter	53G	1	54G
621H	Plumber/Pipefitter/ Steamfitter	57G	1	58G
179I	Property & Acquisition Specialist 1	42	4	46

179J	Property & Acquisition Specialist 2	49	4	53
179K	Property & Acquisition Specialist 3	54	4	58
179L	Property & Acquisition Specialist 4	57	4	61
179M	Property & Acquisition Specialist 5	60	4	64
179N	Property & Acquisition Specialist 6	62	4	66
348M	Psychiatric Youth Counselor 1	NEW	NEW	49
348N	Psychiatric Youth Counselor 2	49	3	52
348O	Psychiatric Youth Counselor 3	52	3	55
348P	Psychiatric Youth Counselor 4	55	3	58
362F	Psychologist – Forensic Evaluator	79	2	81
362C	Psychologist 3	69	2	71
362D	Psychologist 4	79	2	81
165G	Public Benefits Specialist 1	41	2	43
283P	Public Health Advisor 3	56	3	59
283Q	Public Health Advisor 4	60	3	63
400P	Radiation Health Physicist 1	59	4	63
400Q	Radiation Health Physicist 2	62	7	69
400R	Radiation Health Physicist 3	65	7	72
285E	Registered Nurse 1	58N	1	59N

285F	Registered Nurse 2	68N	1	69N
285G	Registered Nurse 3	72N	1	73N
502E	Research Investigator 1	52	6	58
502F	Research Investigator 2	56	6	62
502G	Research Investigator 3	61	5	66
125M	Research Investigator 4	68	2	70
347G	Residential Rehabilitation Counselor 3	49	2	51
347H	Residential Rehabilitation Counselor 4	51	3	54
422M	Review Judge	69	6	75
303M	Senior Epidemiologist (Non-Medical)	76	2	78
257E	Sign Language Interpreter 1	38	7	45
257F	Sign Language Interpreter 2	41	8	49
257G	Sign Language Interpreter 3	47	9	56
308D	Speech Pathologist/ Audiologist Specialist 1	NEW	NEW	60
351O	Social Service Specialist 1	51	1	52
351P	Social Service Specialist 2	56	1	57
351Q	Social Service Specialist 3	58	1	59
351M	Social Service Specialist 4	61	1	62
351R	Social Service Specialist 5	64	1	65

551S	Social Service Support Specialist	39	3	42
530K	Transportation Engineer 1	56	1	57
530L	Transportation Engineer 2	60	1	61
530M	Transportation Engineer 3	64	1	65
530M	Transportation Engineer 4	68	1	69
530N	Transportation Engineer 5	72	1	73
530P	Transportation Technical Engineer	72	1	73
538R	Transportation Technician 1	43	1	44
538T	Transportation Technician 3	56	1	57
163T	Veterans Benefit Specialist 1	42	1	43
163U	Veterans Benefit Specialist 2	45	1	46
164A	Veterans Benefit Specialist 3	NEW	NEW	51
164B	Veterans Benefit Specialist 4	NEW	NEW	54
602U	Wastewater Treatment Plant Operator 2	53E	1	54E
602V	Wastewater Treatment Plant Operator 3	56E	1	57E
521E	WCC Crew Supervisor 1	43	3	46
521F	WCC Crew Supervisor 2	46	4	50
453F	Weights & Measures Compliance Specialist 2	43	3	46

453G	Weights & Measures Compliance Supervisor	47	2	49
195J	Wireless Communications Systems Designer	NEW	NEW	71E
195K	Wireless Communications Systems Technician Manager	NEW	NEW	74E
195F	Wireless Communications Systems Technician 1	NEW	NEW	55E
195G	Wireless Communications Systems Technician 2	NEW	NEW	61E
195H	Wireless Communications Systems Technician 3	NEW	NEW	65E
195I	Wireless Communications Systems Technician 4	NEW	NEW	67E
168P	Workers' Compensation Adjudicator 2	49	1	50
168R	Workers' Compensation Adjudicator 4	56	1	57
168S	Workers' Compensation Adjudicator 5	58	1	59
168E	Workers' Compensation Adjudicator 6	61	1	62
355P	Youth Academy Residential Specialist 2	44	4	49
355Q	Youth Academy Residential Specialist 3	48	4	52
355R	Youth Academy Residential Specialist 4	52	4	56

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For the Employer

Scott Lyders 9/8/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

For the Union

Amy M. Spiegel 9/8/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

1

APPENDIX T

2

COMPRESSION AND INVERSION ADJUSTMENTS FOR

3

EIGHTEEN DOLLARS AN HOUR STARTING WAGE

4

~~*The provisions of this Appendix do not apply to the Department of Corrections, see DOC~~

5

~~supplemental addendum.~~

Class Code	Class Title	Current Range	Range Increase	New Range
105E	Administrative Assistant 1	35	4	39
105F	Administrative Assistant 2	37	4	41
105G	Administrative Assistant 3	40	4	44
105H	Administrative Assistant 4	46	4	50
105I	Administrative Assistant 5	50	4	54
104J	Administrative Intern 3	34E	4	38E
106E	Administrative Services Manager A	46	4	50
106F	Administrative Services Manager B	51	4	55
106G	Administrative Services Manager C	56	4	60
346E	Adult Training Specialist 1	39	2	41
568I	Agricultural Commodity Inspector 2	36	2	38
569E	Agricultural Technologist	36	4	40
152I	Auditor 2	42	3	45
152J	Auditor 3	46	3	49
152K	Auditor 4	50	3	53

152L	Auditor 5	52	3	55
566E	Brand Control Specialist	37	1	38
566F	Brand Inspector 1	38	1	39
149H	Cashier 4	37	4	41
197I	Communications Consultant 1	38	2	40
208A	Community Outreach & Environmental Educational Specialist 1	38	2	40
144E	Contracts Assistant	37	2	39
674G	Cook 1	35	1	36
674H	Cook 2	38	1	39
674I	Cook 3	40	2	42
206L	Copy Center Lead A	34	4	38
206M	Copy Center Lead B	36	4	40
678J	Custodian 2	34	2	36
678K	Custodian 3	37	1	38
102A	Customer Service Specialist 1	35	4	39
102B	Customer Service Specialist 2	37	4	41
102C	Customer Service Specialist 3	39	4	43
102D	Customer Service Specialist 4	43	4	47

168A	DDS Examiner Support Specialist 1	36	4	40
523E	Environmental Specialist 1	38	2	40
600I	Equipment Technician 1	35G	1	36G
111C	Events Coordinator 3	39	2	41
122E	External Civil Rights Specialist 1	47	2	49
122F	External Civil Rights Specialist 2	53	1	54
565K	Farmer 3	38	4	42
177Q	Financial Recovery Enforcement Officer 1	39	1	40
143I	Fiscal Analyst 1	40	5	45
143J	Fiscal Analyst 2	44	5	49
143K	Fiscal Analyst 3	50	5	55
143L	Fiscal Analyst 4	54	3	57
143M	Fiscal Analyst 5	59	2	61
148M	Fiscal Technician 2	34	4	38
148N	Fiscal Technician 3	36	4	40
148O	Fiscal Technician Lead	37	5	42
148P	Fiscal Technician Supervisor	40	5	45
675F	Food Service Worker	34	1	35
112I	Forms & Records Analyst 1	36	3	39

591J	Grounds & Nursery Services Specialist 2	34	2	36
591K	Grounds & Nursery Services Specialist 3	36	2	38
591L	Grounds & Nursery Services Specialist 4	38	2	40
591M	Grounds & Nursery Services Specialist 5	42	1	43
119E	Human Resource Consultant 1	47	2	49
119F	Human Resource Consultant 2	53	1	54
123E	Human Resource Consultant Assistant 1	36	3	39
123F	Human Resource Consultant Assistant 2	42	2	44
150G	Insurance Technician 3	37	5	42
152N	Labor and Industries Auditor 1	42	3	45
152O	Labor and Industries Auditor 2	45	3	48
152P	Labor and Industries Auditor 3	50	2	52
152Q	Labor and Industries Auditor 4	54	1	55
152R	Labor and Industries Auditor 5	57	1	58
510E	Laboratory Assistant 1	38	1	39
679H	Laundry Operations Supervisor 1	41	1	42
679I	Laundry Operations Supervisor 2	46	1	47
679F	Laundry Worker 2	34	2	36
679G	Laundry Worker 3	38	1	39

425E	Legal Assistant 1	38	4	42
425F	Legal Assistant 2	41	3	44
425G	Legal Assistant 3	44	2	46
425H	Legal Assistant 4	48	2	50
425D	Legal Office Assistant	36	4	40
262J	Library & Archives Paraprofessional 2	37	1	38
262L	Library And Archives Paraprofessional 3	39	1	40
262M	Library And Archives Paraprofessional 4	46	1	47
113L	Mail Processing Manager	40	4	44
113J	Mail Processing Driver	34	4	38
113K	Mail Processing Driver Lead	36	4	40
678H	Maintenance Custodian	36	2	38
170E	Medical Assistance Specialist 1	35	3	38
170F	Medical Assistance Specialist 2	38	2	40
182A	Medical Program Assistant	38	2	40
282F	Medical Transcriptionist 2	37	4	41
519I	Natural Resources Technician 2	34	2	36
519J	Natural Resources Technician 3	39	2	41
100J	Office Assistant 3	34	4	38

100K	Office Assistant Lead	36	4	40
106J	Office Manager	43	2	45
106K	Office Services Manager 1	47	1	48
106L	Office Services Manager 2	49	1	50
100L	Office Support Supervisor 1	38	4	42
100M	Office Support Supervisor 2	40	4	44
100R	Office Support Supervisor 3	43	3	46
260Q	Parks Interpretive Specialist 1	40	1	41
260T	Parks Interpretive Specialist 2	45	1	46
260V	Parks Interpretive Specialist 3	53	1	54
101G	PBX & Telephone Operator	34	4	38
101H	PBX Chief Operator	36	4	40
680B	Personal Services Specialist 2	34	1	35
680C	Personal Services Specialist 3	36	1	37
570K	Plant Technician 2	37	2	39
260J	Preservation & Museum Specialist 2	38	2	40
260K	Preservation & Museum Specialist 3	42	2	44
260L	Preservation & Museum Specialist 4	48	1	49
205G	Printing & Duplication Specialist 3	35G	4	39G

115F	Procurement & Supply Support Specialist 2	34	2	36
115G	Procurement & Supply Support Specialist 3	36	2	38
107M	Program Assistant	37	2	39
107N	Program Coordinator	40	1	41
107R	Program Manager A	48	1	49
107Q	Program Support Supervisor 2	44	1	45
701E	Recreation & Athletics Specialist 1	35	2	37
257J	Residential/Student Life Counselor	37	3	40
227G	Retail Clerk 2	34	2	36
678O	Senior Park Aide	36E	1	37E
681F	Sewing & Alterations Specialist 2	35	4	39
681G	Sewing & Alterations Specialist 3	39	4	43
681H	Sewing & Alterations Supervisor	43	4	47
257E	Sign Language Interpreter 1	45	2	47
257F	Sign Language Interpreter 2	49	1	50
116G	Stockroom Attendant 3	35	4	39
116I	Stockroom Supervisor	37	4	41
178E	Support Enforcement Technician	39	1	40
177O	Tax Service Representative 1	35	3	38

177P	Tax Service Representative 2	37	3	40
101H	Telephone Communications Supervisor	38	4	42
310P	Therapy Aide	38	2	40
595M	Utility Worker 3	36G	4	40G
595N	Utility Worker 4	39G	4	43G
163S	Veterans Benefit Assistant	35	3	38
163T	Veterans Benefit Specialist 1	43	2	45
163U	Veterans Benefit Specialist 2	46	2	48
117J	Warehouse Operator 2	34G	2	36G
453E	Weights & Measures Compliance Specialist 1	35	5	40
402b	Wildland Fire Management Supervisor	44	2	46
402G	Wildland Fire Management Technician	38	1	39
358E	Worksource Specialist 1	37	2	39

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 7/22/26
 Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy M. Spiegel 7/17/2026
 Amy Spiegel, Director of Negotiations
 WFSE/AFSCME Council 28

1

APPENDIX W

2

Job Classes eligible under Article 21, Section 21.5.

PERSONNEL AREA DESC.	JOB CLASS DESCRIPTION
Soldiers Home and Colony	Carpenter
	Electrician
	Grounds & Nursery Services Specialist 2
	Grounds & Nursery Services Specialist 3
	Maintenance Mechanic 1
	Maintenance Mechanic 2
	Painter
	Stationary Engineer 2
Washington Veterans Home	Carpenter
	Grounds & Nursery Services Specialist 2
	Grounds & Nursery Services Specialist 3
	Maintenance Mechanic 1
	Painter
	Plant Manager 1
	Plant Manager 2
	Plumber/Pipefitter/Steamfitter
	Stationary Engineer 2

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	Stationary Engineer 3
	Laundry Worker 1
	Laundry Worker 2
Spokane Veterans Home	Maintenance Mechanic 1
	Plant Manager 2
	Laundry Worker 1
Walla Walla Veterans Home	Plant Manager 2
	Maintenance Mechanic 2

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

APPENDIX X
PRESCRIBED FIRE OPERATIONS
DEPARTMENT OF NATURAL RESOURCES (DNR)

1. Application of this Appendix

The provisions of this Appendix apply to DNR employees only when performing prescribed fire operations as defined by DNR Policy.

2. Mobilization Dispatch Authority

The Employer retains sole authority to mobilize employees to prescribed fire operations, even when dispatched to inter-agency prescribed fire operations.

3. Union Access During Prescribed Fire

The Union will have access to prescribed fire operation locations where WFSE bargaining unit members are present. A Union representative who visits the location will notify the on-site DNR agency representative upon their arrival for safety purposes, and the provisions of Article 39 will still apply.

4. Regular Days Off or Rest and Recuperation Days Miscellaneous Leave

A. Regular days off or rest and recuperation days miscellaneous leave for prescribed fire operations will follow the following provisions.

1. At least ten (10) but less than fourteen (14) consecutive days, employees will receive one (1) calendar day off; if the day falls on a regularly scheduled workday, the employee will be compensated for their regularly scheduled work shift as paid rest and recuperation miscellaneous leave and is considered time worked for calculation of the overtime rate; and if the day falls on a regularly scheduled day off, the employee will be compensated as paid rest and recuperation miscellaneous leave which is not considered time worked for calculation of the overtime rate; or

2. At least fourteen (14) consecutive days, employees will receive three (3) consecutive calendar days off; if a day(s) falls on a regularly scheduled workday(s), the employee will be compensated for their regularly scheduled work shift(s) as paid rest and recuperation miscellaneous leave and is considered time worked for calculation of the overtime rate; if a day(s) falls on a regularly scheduled day off, the employee will be compensated as paid rest and recuperation miscellaneous leave for one (1) day only which is not considered time worked for calculation of the overtime rate; and any additional day(s) that falls on a regularly scheduled day off, the employee will not receive paid rest and recuperation miscellaneous leave for that day(s).

B. If an employee is unable to take their consecutive regular days off or be scheduled for the consecutive rest and recuperation days during a prescribed fire and can continue to work safely, the consecutive days off or rest and recuperation days will occur consecutively beginning on the first calendar day after returning from the prescribed fire.

C. Up to forty-eight (48) hours of travel to and up to forty-eight (48) hours of travel from a prescribed fire are excluded in calculating the consecutive days of deployment referred to above in [Subsection 4A](#).

D. During the rest and recuperation miscellaneous leave, the employee will be paid at the employee's straight time hourly rate equivalent to their scheduled work shift.

E. Deployment beyond fourteen (14) consecutive days requires mutual agreement of the employee's Appointing Authority, the Prescribe Fire Division Manager, and the employee. Approval to extend a prescribed fire beyond fourteen (14) consecutive calendar days shall include a provision for scheduling the regular day(s) off and/or rest and recuperation day(s)

1 miscellaneous leave if not already taken at the earliest opportunity
2 consistent with safety and scheduling considerations.

3 **5. Normal Rest Periods**

4 When an employee is performing prescribed fire operations, it is normally
5 appropriate to grant a reasonable rest period after twelve (12) hours of duty. Except
6 when precluded by extraordinary circumstances, a rest period is eight (8) or more
7 continuous duty/travel-free hours.

8 **6. Fit for Duty**

9 As in all other instances, employees while mobilized to prescribed fire operations
10 are responsible within their means to be physically able to resume their duties at
11 the start of each work shift.

12 **7. Return to Normal Duties**

13 A. Upon return to normal duties following release from an extended
14 prescribed fire, the Employer will provide work for an employee during
15 regular scheduled hours if there is work that the employee can perform
16 safely and productively. If, in the immediate supervisor's judgment, there
17 is not work that the employee can safely and productively perform, the
18 immediate supervisor will direct the employee to go off duty and will
19 notify the employee when scheduled to return to duty. If an employee is
20 directed to rest at the duty station, the directed rest time at the duty station
21 is duty time.

22 B. If an employee returning from an extended prescribed fire is directed to go
23 off duty or desires to go off duty, the employee may request to be allowed
24 to delay the start of their normal schedule of regular hours and to make up
25 regular shift hours during the remainder of the workday or during the
26 remainder of the workweek without incurring overtime. The Employer will
27 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 an extended prescribed fire requests to use accrued vacation leave, the Employer will within reason approve the employee request.

8. Meals and Lodging for Prescribed Fire Operations

Employees working in prescribed fire operations are entitled to per diem for meals and lodging in accordance with agency guidelines.

9. Air Quality

DNR commits to further discussions with the Union regarding firefighter respiratory health.

10. Work Capacity Testing

The physical fitness levels for prescribe fire assignments will be as designated in the National Interagency Incident Management System Wildland Fire Qualification System Guide published by the National Wildfire Coordinating Group (PMS 310-1).

For a prescribed fire assignment not included in the National Interagency Incident Management System Wildland Fire Qualification System Guide, the Employer agrees to include the Union in a study of the tasks comprising the assignment and the appropriateness of a physical fitness level designation. The study will include the application of the definitions of arduous, moderate, and light physical fitness levels provided in the National Interagency Incident Management System Wildland Fire Qualification System Guide.

Physical fitness levels of employees who are subject to being assigned prescribed fire duties will be evaluated using the applicable Work Capacity Test, i.e., arduous,

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1 moderate, or light, developed by the USDA Forest Service Missoula Technology
2 and Development Center to evaluate a worker's capacity to meet National Wildfire
3 Coordinating Group physical fitness standards.

4 The Employer and Union agree to meet and discuss in a Labor-Management
5 Committee meeting alternatives to the Work Capacity Test.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

6

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9/4/26

Page 1 of 2

SW-A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Commercial Driver's License Medical Certification Allowance Wellness Incentive

~~The parties agree to the implementation of the following, provided an annual monetary wellness program incentive is negotiated and funded in the applicable Coalition of Unions, Health Care Benefits Amounts Agreement.~~

State employees who are required to have a Commercial Driver's License (CDL) must pass a federal CDL medical examination which determines if the employee is physically qualified to drive a commercial motor vehicle. As an additional benefit incentive to encourage bargaining unit employees who are required to have a CDL to participate in the state's wellness program, the parties agree to an additional CDL Medical Certification allowance Wellness Incentive.

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Page 2 of 2

1 Effective July 1, 202~~7~~⁵ through June 29, 202~~7~~⁹, bargaining unit employees required to
2 have a CDL ~~and who earn the annual wellness incentive(s) in accordance with the Public~~
3 ~~Employee Benefits Board requirements~~ will be eligible for an allowance to earn an
4 ~~additional CDL Wellness Incentive equal to the annual wellness incentive per the~~
5 ~~Agreement or of~~ one hundred twenty-five dollars (\$125.00) per fiscal year, whichever is
6 ~~the lesser amount.~~

7 **Effective July 1, 202~~7~~⁵ – June 29, 202~~7~~⁹**

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PEBB COALITION OF UNIONS**

Medical Flexible Spending Arrangement Work Group

Since the 2019-2021 PEBB healthcare agreement between the Coalition of Unions and the State of Washington, the parties have agreed to a benefit involving a Medical Flexible Spending Arrangement. Due to unknown reasons, a majority of eligible employees did not use some or all of this benefit.

The parties agree to use the already scheduled quarterly series of meetings between HCA, OFM and Union staff representatives to review data and discuss possible options and solutions to increase represented employees' awareness and utilization of the FSA benefit. The parties will focus their efforts on the following items:

1. Creating an introductory paragraph explaining the FSA benefit for represented employees for use in HCA communications. This communication shall include all the participatory unions' logos and/or names provided by the unions as well as HCA/PEBB branding.
2. Exploring the option of sharing a list of all eligible employees who did not use the three hundred dollar (\$300) benefit for the previous calendar year.
3. Creating a timely and targeted communication for those employees who have not yet accessed their FSA benefit.
4. Reviewing existing communications provided to new employees about the FSA benefit.
5. Assisting the Coalition of Unions with providing information to their members about the FSA benefit.
6. Ensuring that any information shared protects employees' personally identifiable information and protected health information.
7. Exploring options to provide access to this information for non-English speakers, for example, a flyer in multiple languages with notification of these benefits.

This MOU will expire on June 30, ~~2027~~2029.

TENTATIVE AGREEMENT REACHED

August 26, 2026

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

For the Employer

For the Union



Tanya Aho

Date *8/28/26*

Tanya Aho, Interim Director,
OFM/SHR Labor Relations & Compensation
Policy Section

Date 8/27/26

Kurt Spiegel, WFSE Executive Director
Union Coalition Lead Negotiator

1 **SW-C. MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**
6 **AFSCME COUNCIL 28 AFLCIO**

7 **24/7 Facility Premium Pay**

8 Washington State 24/7 facilities provide vital services to vulnerable individuals within our
9 care. To strengthen recruitment and retention efforts to ensure continued delivery of
10 services and reduce chronic absenteeism, the parties agree to implement this temporary
11 24/7 Facility Premium Pay as follows:

12 Employees who are assigned to a facility that provides direct care to residents, patients
13 and/or clients and whose duties are required to be performed on location will receive a five
14 percent (5%) premium pay for all hours actually spent working on location. Agency
15 locations that are designated as 24/7 facilities are listed in Attachment A to this
16 Memorandum of Understanding and the agency shall determine which positions are
17 eligible for this premium pay. The determination of position eligibility shall not be subject
18 to the grievance procedure.

19 For the purposes of this MOU hours designated as vacation leave, sick leave, compensatory
20 time or overtime hours shall not be eligible for the five percent (5%) premium. Employees
21 in positions whose duties are not required to be performed on location and who are eligible
22 for regularly scheduled telework shall not be eligible for this premium pay unless their

23

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- 1 telework agreement specifically requires them to work on location three (3) or more days
2 per week. This premium pay is added to the base salary and shall expire on June 29, 202~~9~~⁷.

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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1

Attachment A

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities CW – Exceptional Placement Facilities
DSHS-BHA	Eastern State Hospital Western State Hospital (Civil and Gage) Special Commitment Center (to include Secure Community Transition Facilities) Child Study Treatment Center Behavioral Health Treatment Centers-Steilacoom Unit and Maple Lane Campus Brockmann Campus Olympic Heritage Behavioral Health Facility
DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State Operated Community Residential Lake Burien Transitional Care Facility
DVA	Orting Port Orchard Spokane Walla Walla
Military Department	Washington Youth Challenge Academy

2

9/10/26

Page 1 of 1

SW- D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO

Reference 75 Legacy

The parties ~~agreerecognize~~ that modifications to Appendix O, Reference 75 resulting from agreement reached during the 2025-2027 bargaining sessions ~~shall-behave been~~ implemented.

~~The Parties agree that for the term of this Agreement a~~All employees listed in the settlement agreement AAA No. 01-24-0003-2531 Equipment Technician class series as of October 1, 2024 who were ~~are~~ receiving the twenty percent (20%) assignment pay on all hours worked under Reference 75 of the parties' 2023-2025 collective bargaining agreement will be legacied and therefore will continue to receive twenty percent (20%) assignment pay on all hours worked until such time that the employee vacates the position.

This MOU is effective on July 1, 202~~5~~7.

This MOU shall expire on June 29, 202~~7~~9.

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy
Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation Policy
Section

Amy M. Spiegel 9/14/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

9/10/26

Page 1 of 3

SW E. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO

Supplemental Basic Shift Premium

Washington State 24/7 facilities provide vital services to vulnerable individuals within our care. To recognize employees that are providing the services required at these facilities and to strengthen scheduling efforts to ensure continued delivery of services, the parties agree to implement a supplemental basic shift premium as follows:

Employees who are assigned to a facility that provides direct care to residents, patients and/or clients and whose duties are required to be performed on location will receive an additional one dollar (\$1.00) per hour supplemental basic shift premium for each hour of basic shift premium received in accordance with Article 42.18 Shift Premium.

Agency locations that are designated as 24/7 facilities are listed in Attachment A to this Memorandum of Understanding. The agency shall determine which positions are eligible for this premium pay. The determination of position eligibility shall not be subject to the grievance procedure.

For the purposes of this MOU hours worked in overtime status shall not be eligible for the

9/10/26

Page 2 of 3

- 1 supplemental basic shift premium. This supplemental basic shift premium shall expire on
2 June 29, 2027~~9~~.

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

3

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

4

5

1

Attachment A

Agency	Location
DCYF	JR Secure Residential Facilities JR Community Residential Facilities
DSHS-BHA	Eastern State Hospital Western State Hospital (Civil and Gage) Special Commitment Center (to include Secure Community Transition Facilities) Child Study Treatment Center Behavioral Health Treatment Centers - Steilacoom Unit, Maple Lane Campus Brockmann Campus Olympic Heritage Behavioral Health Facility
DSHS-DDA	Lakeland Village RHC Rainier School RHC Fircrest School RHC Yakima School RHC State Operated Community Residential Lake Burien Transitional Care Facility
DVA	Orting Port Orchard Spokane Walla Walla
Military Department	Washington Youth Challenge Academy

2

~~SW-F. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES, COUNCIL 28~~

Sick Leave Use

~~Due to the passage of Engrossed Substitute House Bill 1875 amending RCW 49.46.210, which expands the purposes for which an employee may use sick leave, the parties agree to modify Article 12, Section 12.2 Sick Leave Use by adding a new subsection as follows:~~

~~L. — To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.~~

~~This MOU shall be effective July 27, 2025 through June 30, 2027.~~

~~Dated: May 30, 2025~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

~~SW-G. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~WASHINGTON STATE COMMISSION ON HISPANIC AFFAIRS~~

UPDATES TO THE 2025-2027 COLLECTIVE BARGAINING AGREEMENT

To recognize certification of a new bargaining unit pursuant to the Public Employment Relations Commission Decision 14105—PSRA the parties agree to the following additions to the 2025-2027 Washington Federation of State Employees General Government Collective Bargaining Agreement:

~~APPENDIX A~~

~~BARGAINING UNITS REPRESENTED BY THE~~

~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~

<u>Agency</u>	<u>PERC Description</u>	<u>Order #</u>
---------------	-------------------------	----------------

<u>Commission on</u>	<u>Non-supervisory Civil Service Employees</u>	<u>14105</u>
----------------------	--	--------------

Hispanic Affairs

(CHA)

~~APPENDIX B~~

~~JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR~~

~~FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2~~

20. COMMISSION ON HISPANIC AFFAIRS

Management Analyst 4 (Community Development Officer)

Environmental Planner 2

~~APPENDIX C~~~~LAYOFF UNITS~~~~42. COMMISSION ON HISPANIC AFFAIRS~~~~The agency is designated as the single layoff unit.~~~~ARTICLE 37~~~~UNION-MANAGEMENT COMMUNICATION COMMITTEES~~~~37.2(B) COMMITTEES~~

~~7. Agency-wide committees for Office of Superintendent of Public Instruction (OSPI) and the Washington State Commission on Hispanic Affairs (CHA) will consist of up to three (3) Employer representatives and up to three (3) 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 three (3) times per year, unless agreed otherwise.~~

~~Dated: July 31, 2025~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

Amy M. Spiegel May 13, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

~~SW-H. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES~~

~~The parties agree to modify Article 39, section 39.7B as follows:~~

~~B. — The Union may submit informational fliers twice per month in PDF format to the agency HR department's designated point of contact (POC) for distribution by the agency to bargaining unit employees via the state email system. Content will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. Content that does not meet these standards will not be distributed by the agency. The union will provide the HR POC with a minimum of three (3) business days' notice to distribute the flyer and every effort will be made for distribution to be completed no later than the day following the notice period. This does not extend use of the state's email system to the union for general communication purposes beyond the provisions of this CBA. The agency will include the following statement with each informational flyer:~~

~~"This information is from the Washington Federation of State Employees, not your employer. You are receiving this email in accordance with the collective bargaining agreement. During meal breaks and on personal time, you may use your state issued computers and internet access for the purpose of receiving and reviewing, distributed information and forwarding it to a personal email address. WFSE CBA Article 39 specifies the types of meetings which can be attended using your state issued computer and internet access. The use of the state's electronic email system must remain de minimis. Communication that occurs over state-owned equipment is the property of the Employer and may be subject to agency review and/or public disclosure. Therefore,~~

~~please use your personal email and personal device for communications and meetings related to union business. If you have any questions, please contact the~~

1 ~~WFSE Member Connection Center (MCC) at 833 MCC WFSE or email~~

2 ~~MCC@wfse.org from your personal email."~~

3 ~~This MOU is effective upon full execution and expires June 30, 2027.~~

4 ~~Dated August 28, 2025~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

~~SW-I. MEMORANDUM OF UNDERSTANDING~~**~~BETWEEN~~****~~THE STATE OF WASHINGTON~~****~~AND~~****~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES COUNCIL 28~~****~~SB 5101 Implementation~~**

~~Due to the passage of Senate Bill 5101 adding hate crimes to the existing protected leave status for victims of sexual assault, stalking, or domestic violence, effective January 1, 2026, The parties agree to modify provisions of the Collective Bargaining Agreement as indicated below:~~

~~Article 2, Section 2.1~~

~~Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breast/chestfeeding parent, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran or Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, genetic information, status as a victim of domestic violence, sexual assault or stalking, citizenship, immigration status 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.~~

~~Article 18, Section 18.15~~**~~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-~~

1 ~~law, grandparent or a person the employee is dating. The Employer may require~~
2 ~~verification from the employee requesting leave in accordance with RCW 49.76.~~

3 ~~This MOU shall be effective January 1, 2026~~

4 ~~Dated: October 21, 2025~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

~~SW-J. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES~~
~~FOR EMPLOYEES COVERED UNDER THE 25-27 WFSE GENERAL~~
~~GOVERNMENT CBA, THE 25-27 WFSE HIGHER EDUCATION CBA, THE 25-~~
~~27 WFSE ALJ CBA AND THE 25-27 WFSE AWAAG CBA~~

~~Leave with Pay in Response to Emergency Proclamation 25-07~~

~~On December 10, 2025, Governor Bob Ferguson issued emergency Proclamation 25-07 declaring a state of emergency exists in all areas of the State of Washington. All state agencies have been directed to utilize state resources to respond to and recover from the extreme weather event. Because this event has caused employees to experience extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss throughout Washington State, the parties enter into this agreement for the purpose of assisting state employees who have been directly impacted by this emergency.~~

~~Beginning December 10, 2025, the following shall apply:~~

~~The Employer may temporarily grant up to twenty-four (24) hours of leave with pay to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily or permanently through evacuation or significant damage or loss. Employers may require verification of the use of leave with pay.~~

~~If twenty-four (24) hours of leave with pay are approved, an employee is not required to use the twenty-four (24) hours of leave with pay consecutively, and it does not need to be taken in full day increments.~~

1 ~~This MOU will expire when the emergency proclamation 25-07 has been rescinded or~~
 2 ~~when the emergency rule is rescinded, whichever is first.~~

3 **Dated: December 19, 2025**

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

For the Employer

For the Union

/s/

/s/

~~Scott Lyders, Senior Labor Negotiator~~
~~OFM/SHR Labor Relations &~~
~~Compensation Policy Section~~

~~Amy Spiegel, Director of Negotiations~~
~~WFSE/AFSCME Council 28~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 22, 2026
 Scott Lyders, Senior Labor Negotiator
 OFM/SHR Labor Relations &
 Compensation Policy Section

Amy M. Spiegel May 22, 2026
 Amy Spiegel, Director of Negotiations
 WFSE/AFSCME Council 28

4 1

~~SW-K. MEMORANDUM OF UNDERSTANDING~~
~~BETWEEN~~
~~THE STATE OF WASHINGTON~~
~~AND~~
~~WASHINGTON FEDERATION OF STATE EMPLOYEES~~
~~WASHINGTON OFFICE OF THE SECRETARY OF STATE~~

UPDATES TO THE 2025-2027 COLLECTIVE BARGAINING AGREEMENT

~~To recognize certification of a new bargaining unit and an updated bargaining unit description pursuant to the Public Employment Relations Commission Decision 14260-PSRA, the parties agree to the following modifications and additions to the 2025-2027 Washington Federation of State Employees General Government Collective Bargaining Agreement:~~

APPENDIX A

BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES

<u>Agency</u>	<u>PERC Description</u>	<u>Order #</u>
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<u>Secretary Of State</u>	Non-Supervisory Archives and Records Division, Elections Division and Civic Engagement Program, Information and Security Response unit and, Information Technology Department, the Washington State Library Division, the Public Disclosure and Records Program of the Operations Division, and Communications Consultants in the External Affairs Division.	<u>14260</u>
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APPENDIX R

JOB CLASSIFICATIONS - TWELVE MONTH PROBATIONARY PERIOD

Secretary of State

1 ~~Library and Archival Professional (9 Month Institutional Library Services Program)~~

2 ~~Library and Archives Paraprofessional (9 Month Institutional Library Services Program)~~

3 **~~Dated: March 3, 2026~~**

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

~~SW-L. MEMORANDUM OF UNDERSTANDING~~

~~BETWEEN~~

~~THE STATE OF WASHINGTON~~

~~AND~~

~~THE WASHINGTON FEDERATION OF STATE EMPLOYEES COUNCIL 28~~

~~Due to the passage of Substitute House Bill 2411 modifying shared leave provisions to authorize shared leave for victims of a hate crime and those whose absence is due to immigration enforcement actions against the employee or the employee's relative; effective June 11, 2026, The parties agree to modify provisions of the Collective Bargaining Agreement as indicated below:~~

~~Article 14, Section 14.1A~~

~~14.1 A. State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who is:~~

- ~~1. Called to service in the uniformed services;~~
- ~~2. Responding to a state of emergency anywhere within the United States declared by the federal or any state government;~~
- ~~3. A victim of domestic violence, sexual assault, or stalking; or~~
- ~~4. Suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition.~~
- ~~5. Sick or temporarily disabled because of pregnancy disability; or~~
- ~~6. Taking parental leave to bond with their newborn, adoptive or foster child.~~
- ~~7. A current member of the uniformed services or a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service connected injury or disability; or~~

1 ~~8. — A spouse of a current member of the uniformed services or a veteran as defined~~
2 ~~under RCW 41.04.005, who is attending medical appointments or treatments for a service~~
3 ~~connected injury or disability and requires assistance while attending appointments or~~
4 ~~treatments~~ **Article 14, Section 14.1C**

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

7 1. — “Domestic violence” means physical harm, bodily injury, assault, or
8 the infliction of fear of imminent physical harm, bodily injury, or
9 assault, between family or household members as defined in RCW
10 10.99.020; sexual assault of one family or household member by
11 another family or household member; or stalking as defined in RCW
12 9A.46.110 of one family or household member by another family or
13 household member.

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

17 3. — Employee’s “family member” is defined to include:

18 a. — Child, including biological, adopted, or foster child,
19 stepchild, grandchild, or any child for whom the employee
20 stands in loco parentis, is a legal guardian or is de facto
21 parent, regardless of age or dependency status;

22 b. — Biological, adoptive, de facto, or foster parent, stepparent, or
23 legal guardian of an employee or the employee’s spouse or
24 registered domestic partner, or a person who stood in loco
25 parentis when the employee was a minor child.

26 e. — Spouse;

d. ~~Registered domestic partner as defined by RCW 26.60;~~

e. ~~Grandparent; or~~

f. ~~Sibling.~~

4. ~~“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 or persons sharing the same general house, when the living style is primarily that of a dormitory or commune.~~

5. ~~“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.~~

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

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

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

9. ~~“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~~

1 ~~service, the coast guard, and any other category of persons~~
2 ~~designated by the President of the United States in time of war or~~
3 ~~national emergency.~~

4 ~~10. "Victim" means a person against whom domestic violence, sexual~~
5 ~~assault, or stalking has been committed against as defined in this~~
6 ~~Section.~~

7 ~~11. "Parental leave" means leave to bond and care for a newborn child~~
8 ~~after birth or to bond and care for a child after placement for~~
9 ~~adoption or foster care. Parental leave must be used within sixteen~~
10 ~~(16) weeks immediately after birth or placement unless the birth~~
11 ~~parent suffers from a pregnancy disability. When the birth parent~~
12 ~~suffers from a pregnancy disability, the period of sixteen (16) weeks~~
13 ~~for parental leave begins immediately after the pregnancy disability~~
14 ~~has ended provided the parental leave is used within the first year of~~
15 ~~the child's life.~~

16 ~~12. "Pregnancy disability" means a pregnancy-related medical condition or~~
17 ~~miscarriage~~

18 **~~Article 14, Section 14.3A~~**

19 ~~14.3 An employee may donate vacation leave, sick leave, or personal holiday to another~~
20 ~~employee only under the following conditions:~~

21 ~~A. The receiving employee:~~

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

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

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

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

7 5. ~~Is taking parental leave and/or pregnancy disability leave.~~

8 6. ~~Is a current member of the uniformed services or a veteran as~~
9 ~~defined under RCW 41.04.005, and is attending medical~~
10 ~~appointments or treatments for a service connected injury or~~
11 ~~disability; or~~

12 7. ~~Is a spouse of a current member of the uniformed services or a veteran as defined~~
13 ~~under RCW 41.04.005, who is attending medical appointments or treatments for a service~~
14 ~~connected injury or disability and requires assistance while attending appointments or~~
15 ~~treatments.~~ **Article 14, Section 14.3(B)**

16 B. ~~The illness, injury, impairment, condition, call to service, emergency~~
17 ~~volunteer service, consequence of domestic violence, sexual assault, or~~
18 ~~stalking, parental leave and/or pregnancy disability leave has caused, or is~~
19 ~~likely to cause, the receiving employee to:~~

20 1. ~~Go on leave without pay status; or~~

21 2. ~~Terminate state employment.~~

22 **Article 14, Section 14.5(A)**

23 **14.5** ~~A. The agency head or designee will require the employee to submit, prior to~~
24 ~~approval or disapproval:~~

1. ~~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);~~
2. ~~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);~~
3. ~~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);~~
4. ~~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); or~~

9/1/26

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~~5. Verification of childbirth or placement of adoption or foster care, or a medical
certificate from a licensed physician or health care provider verifying the
pregnancy disability when the employee is qualified under Subsection 14.3
(A)(5).B~~

~~The Sections of Article 14 that are not specifically addressed in this MOU shall
remain unchanged.~~

~~This MOU shall be effective June 11, 2026.~~

~~Dated: June 3, 2026~~

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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signature.*

For the Employer

For the Union

Scott Lyders 9/3/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Generative Artificial Intelligence

The parties agree to the following:

The Employer will not rely ~~exclusively~~ on generative artificial intelligence (GenAI) when making employment-related decisions. For purposes of this MOU, employment-related decisions include those related to hiring, promotion, disciplinary actions, or any other decision regarding a bargaining unit member's work performance. Use of GenAI decision-making system(s) in relation to bargaining unit members must ensure that the system's outputs — such as recommendations, evaluations, or other determinations — are reviewed and validated through direct human oversight. In the event that GenAI is used in such decision-making, the use will be disclosed. In addition, the use of GenAI will not result in the layoff of any represented employees.

9/4/26

Page 2 of 2

- 1 Agencies will continue to comply with any OFM Directives regarding notice on new
- 2 GenAI technology and the notice requirements of Article 38.
- 3 The Employer retains all rights established within this Collective Bargaining Agreement
- 4 in relation to GenAI.
- 5 **This MOU expires on June 29, 2029.**

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

9/4/26

Page 1 of 1

SW MOU XXXXX MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Employee Access to Voting

The Employer recognizes that changes at the federal level could affect Washington's current vote-by-mail system and, as a result, employees' ability to participate in elections. Should the law change and Washington's vote-by-mail system be affected, the Employer will give notice and bargain over the impacts of such changes.

This MOU expires June 30, 2029.

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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For the Employer

For the Union

Scott Lyders 9/8/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**A. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF TRANSPORTATION**

Premium Pay Equipment List

Equipment Type	B	C	Example Equipment
Crane requiring Labor and Industry certification		x	Swing Cab Crane, Fixed Cab Crane, Articulating Crane, Digger Derrick Crane
Truck, Traffic Long Line Striper	x		Region Stripers
Truck, Tunnel Washer	x		
Truck, Catch Basin Cleaner and Assistant	x		Vactor, Camel
Trailer over 25,000 lbs. (Includes pups)	x		Pups, Flushers, Belly Dumps, Tilt
Wing Plow, Truck Mounted (in up or down position)		x	
Tow Plow		x	
Snow Blowers (and snow blower attachments)	x		
Pickup Brooms	x		Athey, Johnson 4000
Tractors with side arm attachments	x		Tractors with brush cutter or flail. Ford 7740
Mowers, 10' & wider or 2 or more mowers	x		Ford 9040

Equipment Type	B	C	Example Equipment
Backhoe	x		Case 580L
Liquid Asphalt Distributors	x		
Chip Spreader, Self Propelled	x		Etnyre, Rosco
Montana Paver	x		
Pavers (self-propelled), Pavement grinders (self-propelled)		x	
Pavement Grinders, Roto-Mill, Loader Mount	x		
Compact Excavator, Dig Depth less than 15'	x		
Workboat Operations		x	
Excavator, Dig Depth over 15', Over 26,000GVW		x	Drott
Graders		x	Champion 740
Dozer, Tractor Crawler		x	Cat D6-D7
Lowboy, Trailer & Tractor		x	
Spider Excavator		x	
Belt Loader	x		Athey
U-BIT Operation (ground and bucket)	x		
Truck Mounted Attenuator (TMA)		x	

1 **Equipment not listed defaults to Class A.**

1 **Note:**

- 2 • Class A: Does not qualify for premium pay.
- 3 • Class B: Highway Maintenance Worker 1 qualifies for premium pay.
- 4 • Class C: – Highway Maintenance Worker 1, Highway Maintenance Worker 2,
5 Highway Maintenance Worker 3, Maintenance Specialist 2, Maintenance Specialist
6 3, Maintenance Mechanic 3, Bridge Maintenance Specialist 1, Bridge Maintenance
7 Specialist 2, Bridge Maintenance Specialist 3 and Bridge Maintenance Specialist
8 Lead qualify for premium pay.
- 9 • For equipment with attachments, where operating the attachment qualifies for
10 premium pay, premium pay hours will be recorded on time sheets only when the
11 attachment is operated.

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

For the Employer

For the Union

/s/

/s/

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**B. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

**Compensatory Time for the Department of Social and Health Services at 24/7
Facilities**

In addition to the provisions of Article 7.5, the parties agree to the following for overtime-eligible employees working at any Department of Social and Health Services 24/7 facility.

The Employer will agree to approve compensatory time in lieu of cash payments for overtime to an overtime-eligible employee when the employee works a majority of their shift (for night shift, when the shift begins) on any of the following dates:

2027⁵	2028⁶	2027⁹	Holiday
	01/01/2 8 ⁶	01/01/2 9 ⁷	New Year's Day
	<u>01/19/26</u> Third <u>Monday in</u> <u>January</u>	<u>01/18/27</u> Third <u>Monday in January</u>	Martin Luther King Jr. Day
	<u>02/16/26</u> Third <u>Monday in</u> <u>February</u>	<u>02/15/27</u> Third <u>Monday in</u> <u>February</u>	President's Day
	<u>05/25/26</u> Last <u>Monday in</u> <u>May</u>	<u>05/31/27</u> Last <u>Monday in May</u>	Memorial Day
	06/19/2 8 ⁶	06/19/2 9 ⁷	Juneteenth
07/04/2 5 ⁷	07/04/2 8 ⁶		Independence Day

<u>09/01/25</u> <u>First</u> <u>Monday in</u> <u>September</u>	<u>09/07/26</u> <u>First</u> <u>Monday in</u> <u>September</u>		Labor Day
<u>11/11/27</u> <u>5</u>	<u>11/11/28</u> <u>6</u>		Veteran's Day
<u>11/27/25</u> <u>Fourth</u> <u>Thursday in</u> <u>November</u>	<u>11/26/26</u> <u>Fourth</u> <u>Thursday in</u> <u>November</u>		Thanksgiving Day
<u>11/28/25</u> <u>The</u> <u>Friday</u> <u>immediately</u> <u>following the</u> <u>fourth</u> <u>Thursday in</u> <u>November</u>	<u>11/27/26</u> <u>The</u> <u>Friday</u> <u>immediately</u> <u>following the</u> <u>fourth</u> <u>Thursday in</u> <u>November</u>		Native American Heritage Day
<u>12/25/27</u> <u>7</u>	<u>12/25/28</u> <u>6</u>		Christmas Day

1

2 An employee may elect to accrue compensatory time in lieu of cash payment for overtime
3 for the holiday calendar date or their designated holiday, but not both.

4 In addition to the above, the Employer agrees to approve compensatory time in lieu of cash
5 payments for overtime-eligible employees at any 24/7 operations facility, during staffing
6 emergencies, as determined and declared by the Superintendent or Executive Officer of the
7 facility. It is the Employer's sole prerogative to determine when emergency staffing and
8 overtime assignments exist. Compensatory time will be paid only for those hours spent
9 performing the duties of the assigned job during designated emergency staffing hours.

1 Hours qualifying for compensatory time will accrue at a rate of one and one-half (1-1/2)
2 hours of compensatory time for each hour worked. Compensatory time will be paid only
3 for those hours spent performing the duties of the assigned job during identified holidays
4 or management designated emergency staffing hours. An Employee will follow the rules
5 of compensatory time use per Article 7.5 C.

6 Nothing in this agreement will supersede the Employer's rights under the Collective
7 Bargaining Agreement.

8

9 **This MOU is effective July 1, 202~~7~~⁵ through June 29, 202~~7~~⁹**

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/3/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**C. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES**

Compensatory Time for DSHS, Child Study & Treatment Center (CSTC) – Summer
Camping Activities and Backpacking Trip

In addition to the terms and conditions already agreed upon under the parties
“Compensatory Time for DSHS 24/7 Facilities” MOU, the Employer shall grant
compensatory time in lieu of cash payment for overtime to overtime-eligible employees in
the Recreation Specialist classification that participate in the CSTC Summer Camping
Trips and one (1) day backpacking trip. Recreation Specialists will follow the rules of
compensatory time use per Article 7.5C.

This MOU is effective on July 1, 202~~7~~⁵ and will expire on June 29, 202~~7~~⁶.

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

For the Employer

For the Union

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 9/3/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/2/2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

D. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Hospital Staffing Committee

As a result of the parties meeting to discuss the changes to the Second Engrossed Substitute Senate (2ESSB) Bill 5236 and its affect upon the Hospital Staffing Committee at facilities within the Department of Social and Health Services (DSHS), Behavioral Health Administration (BHA): Eastern State Hospital (ESH), Child Study and Treatment Center (CSTC) and Western State Hospital (WSH), including union represented participants on the committee to include members of the Washington Federation of State Employees (WFSE) such as Licensed Practical Nurses and unlicensed assistive nursing personnel that are non-supervisory or nonmanagerial. The Employer and Union strongly support the proposition that adequate staffing and an appropriately trained staff are necessary to meet the needs of our patients and provide quality care. Both the Employer and Union will work to ensure that state hospitals as defined in [RCW 72.23.010](#) and [020](#) are staffed according to best practices in providing a safe and healthy environment for patients and staff.

The Employer and Union agree to establish a process to promote evidence-based staffing at each DSHS/BHA State hospital in compliance with [RCW 70.41.420](#) and will continue to meet the requirements of [RCW 70.41.420](#).

Accordingly, the parties have agreed to the following:

1. Establishment of Hospital Staffing Committees at all State Hospitals

- One (1) at ESH
- One (1) at CSTC
- One (1) at WSH (Civil and Gage)

1 2. **Composition of the Hospital Staffing Committees**

2 A. Fifty percent (50%) of the total members of each Hospital Staffing
3 committee shall be selected and represented by the unions and fifty percent
4 (50%) of the total members shall be selected by the hospital administration.
5 The Unions will appoint their member(s) for the committees. Each
6 committee shall be co-chaired by one (1) Management Representative, one
7 (1) Union local member.

8 B. Committee seat allotment for each facility shall be as follows:

9 ESH- Twelve (12) total seats with six (6) identified as management seats
10 and six (6) identified as union seats.

11 CSTC- Eight (8) total seats with four (4) identified as management seats
12 and four (4) identified as union seats.

13 WSH- Sixteen (16) total seats with eight (8) identified as management seats
14 and eight (8) identified as union seats.

15 C. Participation in the Hospital Staffing Committees by employees shall be
16 scheduled work times and compensated at the appropriate rate of pay.
17 Hospital Staffing Committee members shall be granted one-half (1/2) hour
18 pre-meet time just prior to the Hospital Staffing Committee meeting.
19 Hospital Staffing Committee members shall be relieved of all other work
20 duties during the pre-meeting and committee meetings. If an individual is
21 off duty (aka: not scheduled to clock in until later that day) when the
22 committee meets, then their schedule will be modified to accommodate
23 their attendance at the committee meetings.

24 D. Committee Representation: The union will provide the names of the
25 committee members for each location identified above within ten (10) days
26 of signing this MOU.

1 3. **Additional State Hospitals**

2 Within sixty (60) days after the announcement of the opening of a new DSHS/BHA
3 hospital as defined under [RCW 72.23.010](#) and [020](#), the parties agree to meet and
4 bargain over the committee position allotment of a Hospital Staffing Committee at the
5 new state hospital. If any current DSHS/BHA facility changes status to meet
6 [RCW72.23.010](#) and [020](#) definition of a state hospital, the parties agree to meet and
7 bargain over the committee position allotment of the Hospital Staffing Committee at
8 the new hospital.

9 4. **Collective Bargaining Agreement Modifications**

10 The provisions of this MOU take effect upon full execution by the Parties.

11 **This MOU will expire on June 30, 2029.**

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

E. — MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

**DEPARTMENT OF CHILDREN, YOUTH, AND FAMILIES, DEPARTMENT OF
SOCIAL AND HEALTH SERVICES AND DEPARTMENT OF VETERANS AFFAIRS**

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

Employees Safety Work Group

~~Due to continued safety challenges specifically related to employee assaults from clients/patients/residents, the Employer and the Union agree to form a joint employee safety work group. Membership will consist of DCYF, DSHS and DVA management from headquarters and the facilities, OFM/LRS as appropriate, and WFSE leadership and representatives selected by WFSE. The purpose of the workgroup is to analyze available data, identify specific challenges at individual facilities related to client/patient/resident assaults, and collaborate on strategies and solutions to address the identified challenges.~~

~~The parties agree:~~

~~1. Workgroup membership is limited to five (5) Employer representatives and five (5) employee representatives from each agency. Additional paid staff from the Employer and Union may also attend.~~

~~2. Release time during normal work hours to prepare for and participate in the workgroup meetings will be considered time worked. Employee representatives will be allowed reasonable time, as determined by the Employer, to travel to and from 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. An employee representative may be authorized by their supervisor to adjust their work schedule, take leave without pay, compensatory time, exchange time, or vacation leave to travel to and from the meeting.~~

8/24/26

Page 2 of 2

1 ~~3. The parties agree that the workgroup will continue through October 31, 2025,~~
2 ~~unless extended by the parties through mutual agreement.~~

3 ~~4. The workgroup will meet at mutually agreed upon times, every three (3)~~
4 ~~months for a minimum of two (2) hours. The location and determination of venue~~
5 ~~(in person, virtual or both) will be determined at the time of scheduling.~~

6 ~~5. Any recommendations resulting from this workgroup remain subject to the~~
7 ~~provisions of Article 38, Mandatory Subject, of the parties' Collective Bargaining~~
8 ~~Agreement.~~

9 ~~This MOU expires October 31, 2025.~~

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

For the Employer

For the Union

~~/s/~~

~~/s/~~

~~Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section~~

~~Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 8/26/26
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 8/25/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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**F. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES
WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES
UPDATES TO THE 2025-2027 COLLECTIVE BARGAINING AGREEMENT**

To recognize certification of a new bargaining unit pursuant to the Public Employment Relations Commission Decision 141507 — PSRA the parties agree to the following additions to the 2025-2027 Washington Federation of State Employees General Government Collective Bargaining Agreement:

APPENDIX A

**BARGAINING UNITS REPRESENTED BY THE
WASHINGTON FEDERATION OF STATE EMPLOYEES**

<u>Agency</u>	<u>PERC Description</u>	<u>Order #</u>
DSHS	Non-Supervisory Institutions	13651-A
	Supervisors Institutions	13630
	Non-Supervisory Multiple Divisions/Units	12783
	Supervisors Multiple Divisions/Units	12783
	Non-Supervisory Vocational Rehabilitation	8421
	Supervisors Vocational Rehabilitation	9771
	Non-Supervisory Band 1 and 2 WMS	14073

APPENDIX B
JOB CLASSES WITHIN AN AGENCY WITH INHERENT NEED FOR
FLEXIBILITY, IN ACCORDANCE WITH ARTICLE 6.3 A.2

~~10. — Department of Social and Health Services~~

~~Attendant Counselor Manager~~

~~Community Worker~~

~~Developmental Disabilities Case/Resource Manager~~

~~Developmental Disabilities Outstation Manager~~

~~Food Manager 1~~

~~Forensic Therapists~~

~~Investigator 1 and 2~~

~~Long Term Care Surveyor~~

~~Program Specialist 3 (ESA/CSD Mobile CSO)~~

~~Quality Control Specialist~~

~~Residential Services Coordinator~~

~~Security Guard 3~~

~~Social Service Specialist 3 and 4~~

~~Social Service Training Specialist~~

~~WMS Band 1 and 2~~

~~Appendix~~ ~~R~~

~~Job Classifications – Twelve Month Probationary Period~~ ~~7. Department of Social and Health Services~~

~~Adult Training Specialist 1~~

~~Attendant Counselor 1~~

~~Claims Officer 1 – Department of Social and Health Services~~

~~DDS Adjudicator 1~~

~~Developmental Disabilities Case/Resource Manager Trainee~~

~~Public Benefits Specialist 2 (HCS only)~~

~~Procurement and Supply Specialist 1~~

~~Social Service Specialist 1, 2, 3, and 4~~

~~Support Enforcement Officer 1~~

~~Vocational Rehabilitation Counselor 2 and 3~~

~~WMS Band 1 and 2~~

~~Dated June 30, 2025.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Amy M. Spiegel May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations & Compensation
Policy Section

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**G. — MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON**

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES, COUNCIL 28
DSHS REIMAGINE REORGANIZATION**

The parties to this Memorandum of Understanding (MOU) are the Washington Federation of State Employees, hereafter referred to as the Union, and the State of Washington, hereafter referred to as the Employer, jointly referred to as the Parties. Following negotiations over the reorganization of the Washington State Department of Social and Health Services (DSHS), referred to as “Reimagine DSHS,” the Parties have reached the following agreement:

The Parties agree to modify the 25-27 General Government Collective Bargaining Agreement as follows:

1. — Article 37.2.B.1, 3, and 6 are modified as follows:

B. — Agency-wide, Administration/Division Level (Department of Social and Health Services and Department of Children, Youth, and Families 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

1 ~~staff of the Union and the Employer may also attend. The Employer~~
2 ~~and Union will be responsible for the selection of their own~~
3 ~~representatives. If agreed to by the parties, additional representatives~~
4 ~~may be added. Committee meetings will be conducted up to two (2)~~
5 ~~times per year, unless agreed otherwise. At the Department of~~
6 ~~Corrections, committee meetings will be conducted at least four (4)~~
7 ~~times per year, unless agreed otherwise. In addition, DOC will~~
8 ~~conduct at least two (2) committee meetings with the Work Release~~
9 ~~Program at locations mutually agreeable between the parties.~~

10 3. ~~Administration/Division level committees within the Department of~~
11 ~~Social and Health Services will be established within Community~~
12 ~~Services, Child Support, Disability Determination Services,~~
13 ~~Vocational Rehabilitation, Developmental Disabilities~~
14 ~~Administration, and the Behavioral Health Administration, and will~~
15 ~~consist of up to six (6) Employer representatives and up to six (6)~~
16 ~~employee representatives. At the Department of Children, Youth,~~
17 ~~and Families, division wide committees will be established within~~
18 ~~the Office of the Chief of Staff, Juvenile Rehabilitation, Child~~
19 ~~Welfare Field Operations, Prevention and Client Services,~~
20 ~~Licensing, and Early Learning, and will consist of up to six (6)~~
21 ~~Employer representatives and up to six (6) employee~~
22 ~~representatives. Additional paid staff of the Union and the Employer~~
23 ~~may also attend. The Employer and Union will be responsible for~~
24 ~~the selection of their own representatives. If agreed to by the parties,~~
25 ~~additional representatives may be added. Committee meetings will~~
26 ~~be conducted up to two (2) times per year, unless agreed~~
27 ~~otherwise.6. In the Department of Social and Health Services,~~
28 ~~local level committees in the Division of Developmental Disabilities~~
29 ~~regional offices, Community Services Division and Home and~~
30 ~~Community Services Division will consist of up to ten (10)~~

~~Employer representatives and up to ten (10) 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.~~

~~2. Appendix C 18(B) is modified as follows:~~

~~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 county group. If no option is available in the county group, the unit expands to the region. If no option is available within the region, the unit expands to the department statewide. Within the Developmental Disabilities Administration institutions, State Operated Living Facilities (SOLA) will be considered part of the institution layoff unit for the purpose of identifying layoff options.~~

~~3. Appendix D.6 is modified as follows:~~

~~Department of Social and Health Services One (1) at each institution and by Appointing Authority in each region, one (1) Regional Business Services in each region, one (1) at each Competency Restoration Program facility (Maple Lane and Fort Steilacoom), one (1) at each behavioral health civil center (Maple Lane and Brockmann Campus), one (1) Consolidated Business Services (CBS), and one (1) Maintenance and Operations Division (MOD). For MOD and CBS~~

1 ~~only, if requested by the Union, up to three (3) additional employee representatives~~

2 ~~will be allowed to attend local level UMCC meetings.~~

3 ~~This MOU will expire on June 30, 2027.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

**DEPARTMENT OF CORRECTIONS
ADDENDUM A**

Struck: No longer applicable to this agreement.

TENTATIVE AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders May 13, 2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

DSHS WMS ARTICLE 4 HIRING AND APPOINTMENTS

4.1 Filling Positions

The employer may designate certain positions as Washington Management Service per [RCW 41.06.022](#) and corresponding [WAC 357-58](#).

The Employer will determine when a position will be filled and the type of appointment to be used when filling a position.

A. The appointing authority is responsible for hiring and appointments to WMS positions. Employment practices must conform to federal, state, and agency rules, and policies relating to employee selection, non-discrimination, and affirmative action.

B. An appointing authority must consider qualified candidates on the general government transition pool as specified in [WAC 357-46-100](#).

C. An appointing authority may consider all qualified candidates for hire, promotion, or internal movement, and is not required to grant promotional preference when filling WMS positions.

4.2 Recruitment and Application Process

The Agency will determine the recruitment process used to fill positions. When a recruitment is determined, the recruitment announcement will be posted for a minimum of seven (7) calendar days and will specify whether the position may be eligible for telework in accordance with agency policy. An agency may accept applications/recruit through the Department of Enterprise Services' online recruiting system, agency electronic process, and/or paper applications as indicated on the recruitment announcement. In addition, agencies may use their intranet to post positions. Agencies that use the Department of Enterprise Services' online recruiting system will accept and process agency-defined paper forms. Upon request, agencies will assist employees through the application process.

1 **4.3 Movement – Permanent Employees**

2 A transfer is an employee-initiated movement from one position to a different
3 position with the same band, range of consideration, and same evaluation points.

4 An employee with permanent status may request and accept a transfer within their
5 current employer at any time. Such requests will be considered.

6 A voluntary demotion is an employee-initiated request where the employee
7 requests to demote into a vacant WMS position that:

8 A. Has a lower salary standard or Range of Consideration;

9 B. Has a lower WMS band;

10 C. Is in WGS, if approved by the agency head; or,

11 D. Is a project WMS position with same parameters in A-B.

12 **4.4 Permanent Status**

13 An employee will attain permanent status in a job classification upon their
14 successful completion of a WMS review period or transition review period.

15 **4.5 Types of Appointment**

16 Acting Appointment

17 The Employer may fill a position with an acting appointment when necessary to
18 meet organization needs or to redeploy an employee in accordance with [WAC](#)
19 [357-04-124](#). When there is an acting appointment made the employer must
20 communicate in writing the anticipated length, intent, salary and other conditions
21 of the appointment. When a permanent employee accepts an acting appointment,
22 their return rights, if any, to a permanent position with an equivalent salary will be
23 documented in the appointment letter. If an employee accepts an acting WMS
24 appointment with another agency the original agency must provide layoff rights
25 for six months from the time the employee is appointed, and any return right after

1 six months is negotiable and must be agreed to prior to the employee accepting
2 the acting appointment. The agency must provide, at a minimum, layoff right to
3 the permanent employee.

4 The end date of an acting appointment can be set in the appointment letter. If the
5 end date is not set in the appointment letter, the employer must provide written
6 notice. If the employee is a permanent state employee, the Employer must provide
7 at least fifteen (15) days' written notice. If the employee is not a permanent state
8 employee, then the Employer must provide one (1) work day's written notice.

9 Project Appointments

10 The Employer may appoint employees into project positions for which employment
11 is contingent upon state, federal, local, grant, or other special funding of specific
12 and time-limited duration. The Employer will notify the employees, in writing, of
13 the expected ending date of the project employment. WMS project appointments
14 will be in accordance with [WAC 357-58-230](#) through 260.

15 When a permanent employee accepts a project appointment, their return rights, if
16 any, to a permanent position will not be less than an equivalent salary, will be
17 documented in the appointment letter.

18 **4.6 Review Periods**

19 A. Every part-time and full-time employee, following their initial appointment
20 to a permanent WMS position will serve a WMS review period of twelve
21 (12) months.

22 When an employee, who is in an acting WMS Appointment, is subsequently
23 appointed to the same position in a permanent WMS Appointment, time
24 spent in the Acting Appointment will count toward the review period for
25 the permanent WMS position.

1 B The Employer may extend the review period for an employee provided that
2 the extension does not cause the total review period to exceed eighteen (18)
3 months.

4 The employer will extend an employee's review period, on a day-for-a-day
5 basis, for any day(s) that the employee is on leave without pay or shared
6 leave, except for leave taken for military service or temporary reduction of
7 work hours consistent with [Article 34.6](#).

8 C. The Employer may separate a WMS employee without permanent state
9 status any time during the review period. The Employer will provide the
10 employee five (5) days' written notice prior to the effective date of the
11 separation. However, if the Employer fails to provide five (5) working days'
12 notice, the separation will stand and the employee will be entitled to
13 payment of salary for up to five (5) working days, which the employee
14 would have worked had notice been given. Under no circumstances will
15 notice deficiencies result in an employee gaining permanent WMS status.
16 The separation is not subject to the grievance procedure in Article 29,
17 Grievance Procedure.

18 D. The Employer may revert a permanent WMS employee who is not
19 satisfactorily completing their review period. . When a permanent WMS
20 employee is appointed to a WMS position and reverts during the review
21 period, the current employing agency at the time of reversion must place the
22 employee in a vacant funded WMS position for which the employee is
23 qualified, and that is comparable to the employee's position and salary prior
24 to the last WMS appointment. If no vacant funded positions are available,
25 the agency must place the employee in a WMS position for which the
26 employee is qualified and which is similar to the employee's previous
27 position and salary. If the reversion of the employee causes the total number
28 of employees to exceed the total number of positions to be filled, the
29 Employer may implement a layoff.

1 E. Within the first thirty calendar days of any review period, a permanent
2 employee may request to voluntarily revert to the employee's former
3 employer. If the former employer authorizes the reversion, the following
4 applies:

5 1. If the employee holds permanent status in WMS, the employer must
6 place the employee in a vacant funded WMS position for which the
7 employee is qualified and that is comparable to the employee's
8 position and salary prior to the last WMS appointment.

9 2. If the employee holds permanent status in WGS and has not yet
10 gained permanent status in WMS, the employee has reversion rights

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders May 13, 2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel May 13, 2026

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

11

12

DSHS WMS 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 band with a lower salary range of consideration,
- 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 range of consideration maximum;
- E. Termination of a project; or
- 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

A. Appointing authorities may allow an employee to volunteer to be laid off, take leave without pay or reduce their 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 leave without pay and/or reduction in hours based upon staffing needs.

B. Appointing authorities will allow an employee in the same job classification and location where layoffs will occur to volunteer to be laid off provided that the employee is in a position requiring the same skills and abilities, as defined in [Section 34.8](#), as a position subject to layoff. Any volunteer for layoff shall have no formal or informal options. In those situations where an employee has volunteered to be laid off, the Employer will designate the separation of employment as a layoff for lack of work and/or lack of funds.

C. If the Appointing Authority accepts the employee's voluntary request for layoff, the employee will submit a non-revocable letter stating they are accepting a voluntary layoff from state service.

D. 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 [WGS](#) layoff lists for the job classifications in which they held permanent status, regardless of a break in service.

34.5 Non- Permanent Employees and Employees with Acting Status

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

1 A position held by an employee in an acting appointment will be considered
2 regardless of the employee's acting seniority date, because they do not have a
3 permanent right to the position. Truly vacant and funded positions held by
4 employees in acting appointments will also be identified. If a position is double
5 filled with a permanent and acting incumbent, displacement of an employee in an
6 acting appointment may occur when the layoff candidate has more seniority, does
7 not have an option in a permanent WMS position or has never held permanent status
8 in WGS and qualifies for the position held by the acting incumbent.

9 **34.6 Temporary Reduction of Work Hours or Layoff – Employer Option**

10 A. The Employer may temporarily reduce the work hours of an employee to
11 no less than twenty (20) per week due to an unanticipated loss of funding,
12 revenue shortfall, lack of work, shortage of material or equipment, or other
13 unexpected or unusual reasons. Employees will normally receive notice of
14 ~~tenseven~~ (107) calendar days of a temporary reduction of work hours. The
15 notice will specify the nature and anticipated duration of the temporary
16 reduction.

17 B. The Employer may temporarily layoff an employee for up to thirty (30)
18 calendar days due to an unanticipated loss of funding, revenue shortfall,
19 lack of work, shortage of material or equipment, or other unexpected or
20 unusual reasons. Employees will normally receive notice of ~~tenseven~~ (107)
21 calendar days of a temporary layoff. The notice will specify the nature and
22 anticipated duration of the temporary layoff.

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

- 25 1. Be paid any leave balance if the layoff was due to the lack of funds.
- 26 2. Bump to any other position, or

3. Be placed on the layoff WGS layoff lists for the job classifications in which they held permanent status.

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 holiday compensation, periodic increment date or length of review period, and the employee will continue to accrue vacation and sick leave credit at their normal rate.

F. In the event of a temporary reduction of work hours, and in advance to the extent possible, the Employer will investigate the availability and consider participation in the Washington State Employment Security Department's Shared Work program.

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 C](#), Layoff Units.

34.8 Skills and Abilities

Skills and abilities are documented criteria found in license/certification requirements, federal and state requirements, position descriptions or, bona fide

1 occupational qualifications approved by the Human Rights Commission that have
2 been identified at least three (3) months prior to the layoff. In no case will the skills
3 and abilities required in layoff be more restrictive than those required when filling
4 positions. For employees who held permanent status in IT classes that were
5 abolished, an employee's work history and completed IT Assessment Form will
6 also be considered in determining skills and abilities.

7 **34.9 Formal Options**

8 A. Employees will be laid off in accordance with seniority, as defined in
9 [Article 33](#), Seniority, among the group of employees with the required skills
10 and abilities, as defined in [Section 34.8](#), above.

11 Employees being laid off will be provided with the following options to
12 comparable positions within the layoff unit, in descending order, as follows:

- 13 1. A funded vacant position for which the employee has the skills and
14 abilities, within their current WMS Band.
- 15 2. A funded filled position held by the least senior employee for which
16 the employee has the skills and abilities, within their current
17 permanent job classification.
- 18 3. A funded vacant or filled position held by the least senior employee
19 for which the employee has the skills and abilities, at the same or
20 lower range of consideration as their current permanent position,
21 within a job classification in which the employee has held
22 permanent status or, at the employee's written request, to a lower
23 classification within their current job classification series even if the
24 employee has not held permanent status in the lower job
25 classification.

26 Options will be provided in descending order of range of
27 consideration 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. For employees who held permanent status in IT classes that were abolished a completed IT Assessment form will be used to identify available layoff options within the IT professional structure.

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

E. If the Employer elects to implement all the stages of a layoff on a single effective date, and an employee accepts their formal option and then subsequently declines the option prior to the effective date of the layoff, the Employer will amend the formal option of any employee who is affected by this declination.

34.10 Informal Options

A. An employee being laid off may be offered a funded vacant position to job classifications or job family and level they have not held permanent status within their layoff unit, provided the employee meets the skills and abilities

required of the position and it is at the same or lower range of consideration as the position in which the employee currently holds permanent status.

B. An employee being laid off who has no formal option or their formal option would cause a bump or an unreasonable commute, as defined in [Section 36.3](#), Duty Station, may be offered a funded vacant position to job classifications or the job family and level they have held permanent status, provided the employee meets the skills and abilities required of the position and it is at the same or lower range of consideration as the position in which the employee currently holds permanent status.

C. For employees impacted by the IT Professional Structure implemented on July 1, 2019, an employee's completed IT Assessment Form will be one of the tools used to identify available layoff options within the IT Professional Structure.

D. 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.

E. Part-time employees may be provided informal options to both part-time and full-time positions and full-time employees may be provided informal options 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 layoff or a temporary reduction of work hours. 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 or a temporary reduction of work hours unless the Employer elects to do so. The parties will continue to communicate through all phases of the layoff or the

1 temporary reduction of work hours to ensure continued compliance with the
2 Agreement.

3 **34.12 Notification to Employees With Permanent Status**

4 A. Except for temporary reduction in work hours and temporary layoffs as
5 provided in [Section 34.6](#), employees with permanent status will receive
6 written notice at least ~~twentyfive~~ (2015) calendar days before the
7 effective layoff date. The notice will include the basis for the layoff and any
8 options available to the employee. The Union will be provided with a copy
9 of the notice on the same day it is provided to the employee.

10 B. Except for temporary reduction in work hours and temporary layoffs as
11 provided in [Section 34.6](#), if the Employer chooses to implement a layoff
12 action without providing ~~twentyfive~~ (2015) calendar days' notice, the
13 employee will be paid their salary for the days they would have worked had
14 full notice been given.

15 C. Employees will be provided seven (7) calendar days to accept or decline, in
16 writing, any formal option provided to them. Except for cyclical or seasonal
17 employees, if the seventh (7) calendar day does not fall on a regularly
18 scheduled work day for the employee, the next regularly scheduled work
19 day is considered the seventh (7) day for purposes of accepting or declining
20 any option provided to them. This time period will run concurrent with the
21 ~~twentyfive~~ (2015) calendar days' notice provided by the Employer to the
22 employee.

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

24 **34.13 Salary**

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

1 A. A WMS employee's salary will remain unchanged if the employee is placed
2 in a WMS position with the same salary standard and range of consideration
3 the employee held before the layoff.

4 B. When a WMS employee is placed in a position with a salary standard lower
5 than the employee's previous position and the employee's current salary is
6 less than the new range of consideration, the salary will remain unchanged.
7 If the pre-layoff salary is higher than the new salary standard, the salary will
8 be set at the new range of consideration.

9 1. Transfer or Bump

10 An employee who accepts a transfer or bump to another position
11 within their current job classification will retain their current salary.

12 2. Voluntary Demotion in Lieu of Layoff and Bump to a Lower
13 Position

14 An employee who bumps to another position with a lower range of
15 consideration will be paid an amount equal to their current salary,
16 provided it is within the range of consideration the new position. In
17 those cases where the employee's current salary exceeds the
18 maximum amount of the salary range for the new position, the
19 employee will be compensated at the maximum salary of the new
20 range of consideration.

21 3. Appointment from a Layoff List

22 a. Employees who are appointed from a layoff list to a WGS
23 position with ~~the same~~ salary range that is within the range
24 of consideration ~~as that~~ of the WMS position from which
25 they were laid off will be paid an amount equal to the salary
26 they were receiving at the time they were laid off, plus any
27 across the board adjustments, including salary survey

adjustments and job classification range adjustments, that occurred during the time they were laid off.

- b. Employees who are appointed from a layoff list to a WGS position with a lower salary range ~~of consideration~~ 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 consideration~~ of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range ~~of consideration~~ for the new position, the employee will be compensated at the maximum salary of the new salary range ~~of consideration~~.

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 WMS job classification or future-equivalent job classification in which they have:

1. Not held permanent status in that position;
2. The position has one or more essential duties that were not performed by the employee in previous WMS role;
3. Been appointed from the General Government Transition Pool Program; or
4. Been appointed from a layoff list.

The Employer may extend a transition review period for an individual as long as the total period does not exceed eighteen (18) months. Transition

1 review periods for WGS positions will follow the terms applicable to that
2 position.

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

5 C. Employees will receive a permanent appointment to the position upon
6 successful completion of the transition review period.

7 D. The Employer may separate an employee or an employee may voluntarily
8 separate at any time during the transition review period. The Employer will
9 provide the employee with seven (7) days' written notice prior to the
10 effective date of the separation. However, if the Employer fails to provide
11 seven (7) days' notice, the separation will stand and the employee will be
12 entitled to payment of salary for up to five (5) working days, which the
13 employee would have worked had notice been given. Under no
14 circumstances will notice deficiencies result in an employee gaining
15 permanent status in the position.

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

20 F. An employee who is separated during their transition review period may
21 request a review of the separation by the Director or Secretary of the agency
22 or designee within twenty-one (21) calendar days from the effective date of
23 the separation. Separation during the transition review period will not be
24 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

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

1 **34.15 Recall**

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

13 B. When a vacancy occurs within an agency and when there are names on the
14 WGS internal layoff list for that job classification, the Employer will fill the
15 position in accordance with Article 4, Hiring and Appointments. An
16 employee will be removed from the layoff list if they are certified from the
17 list and waives the appointment to a position for that job classification three
18 (3) times. In addition, an employee's name will be removed from all layoff
19 lists upon retirement, resignation or dismissal.

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

23 **34.16 General Government Transition Pool Program**

24 All employees subject to layoff will be ~~who are~~ notified by the Employer of their
25 right to that they are at risk of being laid off or have been laid off may request their
26 names be placed into the General Government Transition Pool Program. When a
27 vacancy occurs within an agency, the Employer will consider employees in the

1 General Government Transition Pool Program in accordance with [Article 4](#), Hiring
2 and Appointments.

3 **34.17 Project Employment**

4 A. Employment projects are distinct layoff units, separate from other defined
5 layoff units.

6 B. Less Than ~~Three~~Five Years of Continuous Project Employment

7 Project employees who have been in project status for less than ~~three~~five
8 (~~35~~) consecutive years have layoff rights within their project.

9 C. ~~Three~~Five Years or Greater of Continuous Project Employment

10 1. Project employees ~~who were hired into a project position prior to~~
11 ~~July 1, 2013, and~~ who have been in project status for ~~three~~five (~~35~~)
12 consecutive years or greater will have layoff rights within the
13 agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they
14 have no layoff options in their project.

15 2. Project employees who were hired into a project position through
16 the competitive process on or after July 1, 2013 and who have been
17 in project status for five (5) consecutive years or greater will have
18 layoff rights within the agency as outlined in [Sections 34.9, 34.10](#)
19 and [Appendix C](#) if they have no layoff options in their project.

20 ~~23.~~ Project employees who were not hired into a project position
21 through the competitive process on or after July 1, 2013, will have
22 layoff rights in accordance with Subsection D below.

23 D. Permanent status employees who left regular classified positions to accept
24 project employment without a break in service have layoff rights within the
25 agency in which they held permanent status. The employees' return rights

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are to the job classification they last held permanent status prior to accepting project employment using the procedure outlined in [Section 34.9](#).

E. Project employees who are separated from state service due to layoff will be notified of their right to ~~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) consecutive 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 Resources and Support

In the event of a layoff, and in advance to the extent possible, the Employer will provide a list of resources. In addition, the Employer will provide support to impacted employees, including but not limited to, assistance navigating the layoff process, addressing benefits, leave, and payroll-related questions, providing access to all available layoff lists the employee qualifies for, including the General Government Transition Pool. The Union may also submit a list of resources to be included with the information that is provided to the employees.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/8/2026
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/8/2026
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

DSHS WMS ARTICLE 41
CLASSIFICATION

41.1 Classification

The Washington Management Service (WMS) is included in the classified service and is a personnel system for civil service management level positions in Washington State government. In accordance with [RCW 41.06.022](#), a manager or managerial employee is defined as the employee of a position that:

- A. Formulates statewide policy or directs the work of an agency or agency subdivision;
- B. Administers one or more statewide policies or programs of an agency or agency subdivision;
- C. Manages, administers and controls a local branch office of an agency or an agency subdivision, including the physical, financial or personnel resources;
- D. Has substantial responsibility in personnel administration, legislative relations, public information or the preparation and administration of budgets and/or;
- E. Functions above the first level of supervision and exercises authority that is not merely routine or clerical in nature and requires the consistent use of independent judgment.

Decisions regarding appropriate classification will be reviewed in accordance with this Article and will not be subject to the grievance procedure specified in Article 29, Grievance Procedure.

1 **41.2 Position Description Updates**

2 A. Position descriptions will be reviewed during the annual performance
3 review period in accordance with [Subsection 5.2](#) (B)(3).

4 B. A current position description for each WMS position must be maintained.

5 **41.3 Evaluation of Position**

6 Establishment, inclusion, and review for all WMS Band 1 and 2 positions will be
7 completed in accordance with agency policy.

8 **41.4 Position Review**

9 An individual employee who believes that the duties of their position have changed,
10 or that their position is improperly evaluated may request a review according to the
11 following procedure:

12 A. The employee may submit a Position Description Form to request a review
13 of their current WMS position for possible changes. The employee will
14 complete and sign the appropriate form and submit to their immediate
15 supervisor.

16 B. The supervisor will review the employees' statements and complete the
17 appropriate form and submit the completed form to the local Human
18 Resources Office for processing. The local Human Resources Office will
19 submit the request to the agency's WMS evaluation committee for
20 evaluation.

21 C. The effective date of a reevaluation resulting from an employee request for
22 a position review is the date the request was filed with the agency.

23 D. Any permanent Washington management service employee whose base
24 salary is reduced may appeal to the Washington Personnel Resources Board
25 in accordance with [WAC 357-52-010](#).

41.5 Effect of Employer Reevaluation

A. Reevaluation to higher evaluation points and/or a higher salary standard for the position

Where an employee has held the position for less than twelve (12) months, the Employer must give the employee the opportunity to compete for the position if they possess the required skills and abilities. Where an employee has held the position for at least twelve (12) months the employee will remain in the position if they possess 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, of this Agreement applies. If the employee is appointed, they must serve a WMS review period.

B. Reevaluation to a job with the same evaluation points and/or salary standard

If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in [Article 34](#), Layoff and Recall, of this Agreement applies.

C. Reevaluation to lower evaluation points and/or a lower salary standard for the position

If the employee meets the skills and ability requirements of the position and chooses to remain in the position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list.

If the employee chooses to vacate the position or does not meet the position requirements, the layoff procedure specified in [Article 34](#), Layoff and Recall, of this Agreement applies.

41.6 Salary Impact of Reevaluation

An employee whose position is reevaluated will have their salary determined as follows:

A. Re-evaluation to higher evaluation points and/or a higher salary standard for the position

Allows the employer to consider an increase in compensation per agency policy.

B. Re-evaluation to the same evaluation points and/or a same salary standard

The employee retains their previous base salary.

C. Re-evaluation to lower evaluation points and/or a lower salary standard for the position.

The employee will be paid an amount equal to their current salary, provided it is within the band and range of consideration of the reevaluated position. In those cases where the employee's current salary exceeds the maximum amount of the salary standard for the new position, the employee will continue to be compensated at the salary they were receiving prior to the reevaluation downward, until such time as the employee vacates the position or their salary falls within the new salary range.

41.7 The Employer will notify the Union when a position is being reevaluated to a job that is excluded from a bargaining unit covered by this agreement.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders

9/8/2026

Amy M. Spiegel

9/8/2026

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DSHS WMS ARTICLE 42
COMPENSATION

42.1 Pay Assignments

- A. Effective July 1, 202~~7~~⁵, each employee's base salary will ~~remain in effect until June 30 2029~~ be increased by ~~three-zero~~ percent (~~03~~%), as shown in DSHS WMS Appendix A, DSHS WMS Salary Structure. ~~This salary increase is based on the WMS salary bands in effect on June 30, 2025.~~
- B. Effective July 1, 202~~8~~⁶, each employee's base salary will be increased by ~~two-zero~~ percent (~~02~~%), as shown in DSHS WMS Appendix A, DSHS WMS Salary Structure. ~~This salary increase is based on the WMS salary bands in effect on June 30, 2026.~~
- C. Employees who are approved by OFM to be paid above the maximum for their band on the effective date of the increases described in Subsections A and B above will not receive the specified increase to their current pay unless the band encompasses their current rate of pay or there is above band approval allowing for this type of increase.

42.2 Salary Adjustments

The Employer may increase an employee's salary within the appropriate range of consideration to address issues related to recruitment or retention, demonstrated growth and development, or documented internal salary relationship problems. Such an increase may not result in a salary increase greater than ten percent (10%) within a twelve (12) month period or the maximum of the appropriate WMS range of consideration, whichever is less.

Salary adjustments provided in accordance with this section will not exceed twenty-five (25%) during an employee's appointment to a specific position, as long as the duties are unchanged.

1 **42.3 Demotion**

2 A. An employee who voluntarily demotes to another position with a lower base
3 salary will have their salary reduced to a dollar amount within the lower
4 range of consideration for a WMS position. If the employee demotes to a
5 position in WGS the employee's salary will be reduced to a dollar amount
6 in the salary range for the new position.

7 B. An employee occupying a position that is affected by an involuntary
8 downward movement must be placed within the salary standard established
9 for the WMS position at an amount equal to the employee's previous base
10 salary. If the previous base salary exceeds the new salary standard, the
11 employee's base salary must be set equal to the maximum of the salary
12 standard for the position. The employee's base salary may be set higher than
13 the salary standard maximum but not exceeding the previous base salary if
14 allowed by the employer's salary administration policy.

15 **42.4 Transfer**

16 A transfer is defined as an employee-initiated move of an employee to a position
17 with the same salary standard, same evaluation points, or both. Transferred
18 employees will retain their current base salary.

19 **42.5 Reassignment**

20 Reassignment is defined as an agency-initiated move of an employee within the
21 agency from one (1) position to another with the same salary standard and/or
22 evaluation points. Upon reassignment, an employee retains their current base
23 salary.

24 **42.6 Reversion**

25 Reversion is defined as voluntary or involuntary movement of an employee during
26 the review period to the Job Value Assessment Chart (JVAC) point the employee

1 most recently held permanent status in, to a JVAC point in the same or lower salary,
2 or separation placement onto the Employer's internal layoff list. Upon reversion,
3 the base salary the employee was receiving prior to promotion will be reinstated.

4 **42.7 Elevation**

5 Elevation is defined as restoring an employee to the higher JVAC point, with
6 permanent status, which was held prior to being granted a demotion or to a JVAC
7 point that is between the current JVAC point and the JVAC point from which the
8 employee was demoted.

9 **42.8 King County Premium Pay**

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

14 **42.9 Standby**

15 A. An employee is in standby status while waiting to be engaged to work by
16 the Employer and both of the following conditions exist:

17 1. The employee is required to be present at a specified location or is
18 immediately available to be contacted. The location may be the
19 employee's home or other specific location, but not a work site away
20 from home. When the standby location is the employee's home, and
21 the home is on the same state property where the employee works,
22 the home is not considered a work site.

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

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

1 C. When the nature of a work assignment confines an employee during off-
2 duty hours and that confinement is a normal condition of work in the
3 employee's position, standby compensation is not required merely because
4 the employee is confined.

5 D. Employees dispatched to emergency fire duty as defined by [RCW](#)
6 [38.52.010](#) are not eligible for standby pay.

7 E. Overtime-eligible employees assigned to standby status will be
8 compensated at a rate of seven percent (7%) of their hourly base salary for
9 time spent in standby status.

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

15 **42.10 Relocation Compensation**

16 A. Relocation compensation may be considered for employees hired in a
17 permanent hard to fill WMS position who must move to accept state
18 employment. This payment will not exceed 10% of the annual salary.

19 1. Prior approval must be granted before the offer of relocation
20 compensation is made to a prospective employee.

21 2. Relocation compensation payment will not be authorized for
22 transfers within DSHS.

23 3. Relocation compensation will be considered for employees hired in
24 a permanent executive level or hard to fill professional position must
25 move to accept state employment.

26 4. Denial of relocation compensation is not grievable.

1 B. The Employer may authorize lump sum relocation compensation, within
2 existing budgetary resources, under the following conditions:

3 1. When it is reasonably necessary that a person make a domiciliary
4 move in accepting a reassignment or appointment, or

5 2. When it is necessary to successfully recruit or retain a qualified
6 candidate or employee who will have to make a domiciliary move
7 in order to accept the position.

8 C. If the employee receiving the relocation payment terminates or causes
9 termination of their employment with the state within one (1) year of the
10 date of employment, the state will be entitled to reimbursement for the
11 moving costs which have been paid and may withhold such sum as
12 necessary from any amounts due to the employee. Termination as a result
13 of layoff or disability separation will not require the employee to repay the
14 relocation compensation.

15 **42.11 Labor & Industries Risk Class 7200/7201**

16 Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of
17 each year will receive a payment of seven hundred fifty dollars (\$750.00). This
18 payment will be treated as wages.

19 **42.12 Recruitment Incentive – Leave Accrual or Lump Sum**

20 The Employer may authorize lump sum vacation leave and/or accelerate vacation
21 leave accrual rates as follows to support the recruitment and/or retention of an
22 employee or candidate for a specific WMS position:

23 A. The Employer may authorize an accelerated accrual rate for an employee or
24 candidate. The WMS employee would remain at the accelerated accrual rate
25 until the WMS employee's anniversary date caught up to the accrual rate
26 amount; and/or

- 1 B. The Employer may authorize a lump sum accrual of up to eighty (80) hours
2 of vacation leave for the employee or candidate. If approved, lump sum
3 leave may only be granted after services rendered in accordance with
4 express conditions established by the employer

5 **42.13 Salary Overpayment Recovery**

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

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

12 B. Method of Payback

- 13 1. The employee must choose one of the following options for paying
14 back the overpayment:

- 15 a. Voluntary wage deduction
16 b. Cash
17 c. Check

- 18 2. The employee will have the option to repay the overpayment over a
19 period of time equal to the number of pay periods during which the
20 overpayment was made, unless a longer period is agreed to by the
21 employee and the agency. The payroll deduction to repay the
22 overpayment shall not exceed five percent (5%) of the employee's
23 disposable earnings in a pay period. However, the agency and
24 employee can agree to an amount that is more than the five percent
25 (5%).

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

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 29](#), Grievance Procedure, of this Agreement.

42.14 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.

42.15 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.

42.16 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if

1 employees have such costs, or expenses for services not covered by health or dental
2 insurance on a pre-tax basis as permitted by federal tax law or regulation.

3 **42.17 Voluntary Separation Incentives – Voluntary Retirement Incentives**

4 Agencies will have the discretion to participate in a Voluntary Separation Incentive
5 Program or a Voluntary Retirement Incentive Program, if such program is provided
6 for in the operating budget. Such participation must be in accordance with the
7 program guidelines. Program incentives or offering of such incentives are not
8 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

9 **42.18 Emergency/Disaster Operations Compensation**

10 All employees performing emergency/disaster/response and recovery duties when
11 working full-time for a state [disaster response to a mutual aid request under the](#)
12 [Emergency Management Assistance Compact \(EMAC\) or other mutual aid](#)
13 [activations/deployments as determined by the agency head or designee or](#)
14 Disaster Recovery Office or Joint Field Office or under a Level 2 or higher
15 activation level designated by the State Emergency Operation Center will be
16 compensated as follows:

17 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
18 regular hourly rate for those hours worked in excess of forty (40) hours in a
19 workweek as a result of full-time work in support of a significant
20 emergency, state proclamation for individual assistance or public
21 assistance, declared disaster, or Emergency Management Assistance
22 Compact (EMAC) or other mutual aid activations/deployments as
23 determined by the agency head or designee [in support of mutual aid partners](#)
24 [in other states, provinces, or territories](#). During federally declared disasters
25 and state proclamations for individual assistance or public assistance
26 overtime compensation will be limited to cash payments. Overtime pay for
27 work performed when assigned to a State Disaster Recovery Office or Joint
28 Field Office will be limited to the field operations phase of a Joint Field

Office as designated by the Military Department's Emergency Management Division Director or designee or for a maximum of one hundred and twenty (120) days after the State or Federal Individual Assistance/Public Assistance Infrastructure assistance program is turned on.

B. For those hours worked during a Level 2 or higher level activation, three dollars (\$3.00) is added to an employee's regular rate in lieu of shift differential, split shift differential, and/or schedule change compensation.

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 direct support of the Washington State Emergency Operations Center, state disaster recovery operations in direct support of a Joint Field Office, EMAC or other Mutual Aid activations/deployments.

42.19 24-Hour Alert and Warning for the State Emergency Operations

Center Compensation

To maintain adequate staffing and to ensure full-time 24 hour coverage for statewide alerting and warning, overtime-exempt employees who are not regularly assigned to work as a State Emergency Operations Officer (SEOO) in the Alert and Warning Center (AWC), but who are temporarily directed or approved to work in the AWC to sustain minimum staffing levels or meet periods of high operational demand, shall receive overtime compensation at one and one-half (1½) times their regular hourly rate for all hours in excess of forty (40) in a workweek worked within the AWC.

TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Scott Lyders 9/14/2026

Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 9/14/2026

Amy Spiegel, Director of Negotiations
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