

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

Agency	PERC Description	Order #
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.

For the Employer

Scott Lyders 6/30/25

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

For the Union

Amy M. Spiegel 6/30/2025

Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

1 **WFSE DTB 25-085 – DSHS WMS BU ACCRETION**

2 **STATUS QUO ARTICLES**

3 **PREAMBLE**

4 **ARTICLE 1 – UNION RECOGNITION**

5 **ARTICLE 2 – NON-DISCRIMINATION**

6 **ARTICLE 3 – BID SYSTEM**

7 **ARTICLE 5 – PERFORMANCE EVALUATION**

8 **ARTICLE 6 – HOURS OF WORK**

9 **ARTICLE 7 – OVERTIME**

10 **ARTICLE 8 – TRAINING AND EMPLOYEE DEVELOPMENT**

11 **ARTICLE 9 – LICENSURE, CERTIFICATION AND ESSENTIAL FUNCTIONS**

12 **ARTICLE 10 – HOLIDAYS**

13 **ARTICLE 11 – VACATION LEAVE**

14 **ARTICLE 12 – SICK LEAVE**

15 **ARTICLE 13 – VEBA**

16 **ARTICLE 14 – SHARED LEAVE**

17 **ARTICLE 15 – FML, PARENTAL LEAVE, PREGNANCY DISABILITY LEAVE, AND PFML**

18 **ARTICLE 16 – SEVERE INCLEMENT WEATHER AND NATURAL DISASTER LEAVE**

19 **ARTICLE 17 – MISCELLANEOUS PAID LEAVES**

20 **ARTICLE 18 – LEAVE WITHOUT PAY**

21 **ARTICLE 19 – WORK-RELATED INJURY OR ILLNESS**

22 **ARTICLE 20 – SAFETY AND HEALTH**

23 **ARTICLE 21 – UNIFORMS, TOOLS, AND EQUIPMENT**

24 *Note: Employees that meet the eligibility criteria will be eligible for the provisions
25 contained in Article 21.

27 **ARTICLE 22 – DRUGS, ALCOHOL, AND CANNABIS FREE WORKPLACE**

28 **ARTICLE 23 – TRAVEL**

29 **ARTICLE 24 – MEALS**

30 **ARTICLE 25 – COMMUTE TRIP REDUCTION AND PARKING**

31 **ARTICLE 26 – HOUSING**

32 **ARTICLE 27 – DISCIPLINE**

ARTICLE 28 – PRIVACY AND OFF-DUTY CONDUCT

ARTICLE 29 – GRIEVANCE PROCEDURE

ARTICLE 30 – EMPLOYEE ASSISTANCE PROGRAM

ARTICLE 31 – PERSONNEL FILES

ARTICLE 32 – REASONABLE ACCOMMODATION AND DISABILITY SEPARATION

ARTICLE 33 – SENIORITY

ARTICLE 35 – MANAGEMENT RIGHTS

ARTICLE 36 – EMPLOYEE RIGHTS

ARTICLE 37 – UNION MANAGEMENT COMMUNICATION COMMITTEES

ARTICLE 38 – MANDATORY SUBJECTS

ARTICLE 39 – UNION ACTIVITIES

ARTICLE 40 – UNION DUES DEDUCTION AND STATUS REPORTS

*Note: The employer will provide information regarding salary band and rate in accordance with Article 40.4.A.16 & 17.

ARTICLE 43 – HEALTH CARE BENEFITS AMOUNTS

ARTICLE 44 – TOBACCO FREE WORKPLACE

ARTICLE 45 – CONTRACTING

ARTICLE 46 – PRESUMPTION OF RESIGNATION

ARTICLE 47 – WORKPLACE BEHAVIOR

ARTICLE 48 – CHILDCARE CENTER - LAKELAND VILLAGE

ARTICLE 49 – STRIKES AND LOCKOUTS

ARTICLE 50 – AGENCY SPECIFIC BARGAINING

ARTICLE 51 – ENTIRE AGREEMENT

ARTICLE 52 – SAVINGS CLAUSE

ARTICLE 53 – DISTRIBUTION OF AGREEMENT

ARTICLE 54 – TERM OF AGREEMENT

APPENDIX C – LAYOFF UNITS

APPENDIX D – LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES

APPENDICES E, F, I, J, K, L, M, N, U, V – SALARY SCHEDULES

APPENDIX G – TELEWORK

APPENDIX H – EIGHTEEN DOLLARS PER HOUR STARTING WAGE

APPENDIX O – ASSIGNMENT PAY

1 APPENDIX P – SPECIAL PAY RANGES AND NOTES

2 APPENDIX Q – WILDFIRE DNR

3 APPENDIX S – CLASS-SPECIFIC ADJUSTMENTS AND NEW JOB CLASSES

4 APPENDIX T – COMPRESSION AND INVERSION FOR STARTING WAGE

5 APPENDIX W – DVA ARTICLE 21.5 ELIGIBLE CLASSIFICATIONS

6 APPENDIX X – PRESCRIBED FIRE DNR

7 STATEWIDE MEMORANDA OF UNDERSTANDING

8 *Note: Employees that meet the eligibility criteria will be eligible for the provisions
9 provided for in Statewide MOUs.

10
11 AGENCY MEMORANDA OF UNDERSTANDING

12 *Note: Employees that meet the eligibility criteria will be eligible for the provisions
13 provided for in Agency MOUs.

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 6/30/25

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

Amy M. Spiegel 6/30/2025

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.

4.3 Movement – Permanent Employees

A transfer is an employee-initiated movement from one position to a different position with the same band, range of consideration, and same evaluation points.

An employee with permanent status may request and accept a transfer within their current employer at any time. Such requests will be considered.

A voluntary demotion is an employee-initiated request where the employee requests to demote into a vacant WMS position that:

- A. Has a lower salary standard or Range of Consideration;
- B. Has a lower WMS band;
- C. Is in WGS, if approved by the agency head; or,
- D. Is a project WMS position with same parameters in A-B.

4.4 Permanent Status

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

4.5 Types of Appointment

Acting Appointment

The Employer may fill a position with an acting appointment when necessary to meet organization needs or to redeploy an employee in accordance with WAC 357-04-124. When there is an acting appointment made the employer must communicate in writing the anticipated length, intent, salary and other conditions of the appointment. When a permanent employee accepts an acting appointment, their return rights, if any, to a permanent position with an equivalent salary will be documented in the appointment letter. If an employee accepts an acting WMS appointment with another agency the original agency must provide layoff rights for six months from the time the employee is appointed, and any return right after six months is negotiable and must be agreed to prior to the employee accepting the acting appointment. The agency must provide, at a minimum, layoff right to the permanent employee.

1 The end date of an acting appointment can be set in the appointment letter. If the
2 end date is not set in the appointment letter, the employer must provide written
3 notice. If the employee is a permanent state employee, the Employer must provide
4 at least fifteen (15) days' written notice. If the employee is not a permanent state
5 employee, then the Employer must provide one (1) work day's written notice.

6 Project Appointments

7 The Employer may appoint employees into project positions for which employment
8 is contingent upon state, federal, local, grant, or other special funding of specific
9 and time-limited duration. The Employer will notify the employees, in writing, of
10 the expected ending date of the project employment. WMS project appointments
11 will be in accordance with WAC 357-58-230 through 260.

12 When a permanent employee accepts a project appointment, their return rights,
13 if any, to a permanent position with not less than an equivalent salary, will be
14 documented in the appointment letter.

15 **4.6 Review Periods**

16 A. Every part-time and full-time employee, following their initial appointment
17 to a permanent WMS position will serve a WMS review period of twelve
18 (12) months.

19

20 When an employee, who is in an acting WMS Appointment, is subsequently
21 appointed to the same position in a permanent WMS Appointment, time
22 spent in the Acting Appointment will count toward the review period for
23 the permanent WMS position.

24 B The Employer may extend the review period for an employee provided that
25 the extension does not cause the total review period to exceed eighteen (18)
26 months.

27 The employer will extend an employee's review period, on a day-for-a-day
28 basis, for any day(s) that the employee is on leave without pay or shared

1 leave, except for leave taken for military service or temporary reduction of
2 work hours consistent with article 34.6.

3 C. The Employer may separate a WMS employee without permanent state
4 status any time during the review period. The Employer will provide the
5 employee five (5) days' written notice prior to the effective date of the
6 separation. However, if the Employer fails to provide five (5) working days'
7 notice, the separation will stand and the employee will be entitled to
8 payment of salary for up to five (5) working days, which the employee
9 would have worked had notice been given. Under no circumstances will
10 notice deficiencies result in an employee gaining permanent WMS status.
11 The separation is not subject to the grievance procedure in Article 29,
12 Grievance Procedure.

13 D. The Employer may revert a permanent WMS employee who is not
14 satisfactorily completing their review period. . When a permanent WMS
15 employee is appointed to a WMS position and reverts during the review
16 period, the current employing agency at the time of reversion must place the
17 employee in a vacant funded WMS position for which the employee is
18 qualified, and that is comparable to the employee's position and salary prior
19 to the last WMS appointment. If no vacant funded positions are available,
20 the agency must place the employee in a WMS position for which the
21 employee is qualified and which is similar to the employee's previous
22 position and salary. If the reversion of the employee causes the total number
23 of employees to exceed the total number of positions to be filled, the
24 Employer may implement a layoff.

25 E. Within the first thirty calendar days of any review period, a permanent
26 employee may request to voluntarily revert to the employee's former
27 employer. If the former employer authorizes the reversion, the following
28 applies:

- 1 1. If the employee holds permanent status in WMS, the employer
2 must place the employee in a vacant funded WMS position for
3 which the employee is qualified and that is comparable to the
4 employee's position and salary prior to the last WMS
5 appointment.
- 6 2. If the employee holds permanent status in WGS and has not yet
7 gained permanent status in WMS, the employee has reversion
8 rights

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 6/30/25
Scott Lyders, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Amy M. Spiegel 6/30/2025
Amy Spiegel, Director of Negotiations
WFSE/AFSCME Council 28

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 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.

A position held by an employee in an acting appointment will be considered regardless of the employee's acting seniority date, because they do not have a

permanent right to the position. Truly vacant and funded positions held by employees in acting appointments will also be identified. If a position is double filled with a permanent and acting incumbent, displacement of an employee in an acting appointment may occur when the layoff candidate has more seniority, does not have an option in a permanent WMS position or has never held permanent status in WGS and qualifies for the position held by the acting incumbent.

34.6 Temporary Reduction of Work Hours or Layoff – Employer Option

A. The Employer may temporarily reduce the work hours of an employee to no less than twenty (20) per week due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of seven (7) calendar days of a temporary reduction of work hours. The notice will specify the nature and anticipated duration of the temporary reduction.

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

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

1. Be paid any leave balance if the layoff was due to the lack of funds.
2. Bump to any other position, or
3. Be placed on the layoff list.

D. A temporary reduction of work hours or layoff being implemented as a result of lack of work, shortage of material or equipment, or other unexpected or unusual reason will be in accordance with seniority, as defined in [Article 33](#), Seniority, among the group of employees with the

required skills and abilities as defined in [Section 34.8](#), in the job classification at the location where the temporary reduction in hours or layoff will occur.

- E. A temporary reduction of work hours or layoff will not affect an employee's 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.

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 occupational qualifications approved by the Human Rights Commission that have been identified at least three (3) months prior to the layoff. In no case will the skills and abilities required in layoff be more restrictive than those required when filling positions. For employees who held permanent status in IT classes that were abolished, an employee's work history and completed IT Assessment Form will also be considered in determining skills and abilities.

34.9 Formal Options

- A. Employees will be laid off in accordance with seniority, as defined in [Article 33](#), Seniority, among the group of employees with the required skills and abilities, as defined in [Section 34.8](#), above.

Employees being laid off will be provided with the following options to comparable positions within the layoff unit, in descending order, as follows:

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

Options will be provided in descending order of range of 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

1 will be used to identify available layoff options within the IT professional
2 structure.

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

6 E. If the Employer elects to implement all the stages of a layoff on a single
7 effective date, and an employee accepts their formal option and then
8 subsequently declines the option prior to the effective date of the layoff, the
9 Employer will amend the formal option of any employee who is affected by
10 this declination.

11 **34.10 Informal Options**

12 A. An employee being laid off may be offered a funded vacant position to job
13 classifications or job family and level they have not held permanent status
14 within their layoff unit, provided the employee meets the skills and abilities
15 required of the position and it is at the same or lower range of consideration
16 as the position in which the employee currently holds permanent status.

17 B. An employee being laid off who has no formal option or their formal option
18 would cause a bump or an unreasonable commute, as defined in [Section](#)
19 [36.3](#), Duty Station, may be offered a funded vacant position to job
20 classifications or the job family and level they have held permanent status,
21 provided the employee meets the skills and abilities required of the position
22 and it is at the same or lower range of consideration as the position in which
23 the employee currently holds permanent status.

24 C. For employees impacted by the IT Professional Structure implemented on
25 July 1, 2019, an employee's completed IT Assessment Form will be one of
26 the tools used to identify available layoff options within the IT Professional
27 Structure.

1 D. An employee may request an informal option to job classifications through
2 the agency's Human Resources Office within five (5) calendar days of
3 receipt of a written notice of a permanent layoff.

4 E. Part-time employees may be provided informal options to both part-time
5 and full-time positions and full-time employees may be provided informal
6 options to both part-time and full-time positions. The award or denial of an
7 informal option is not subject to the grievance procedure.

8 **34.11 Notification for the Union**

9 The Employer will notify the Union before implementing a layoff or a temporary
10 reduction of work hours. Upon request, the Employer will discuss impacts to the
11 bargaining unit with the Union. The discussion will not serve to delay the onset of
12 a layoff or a temporary reduction of work hours unless the Employer elects to do
13 so. The parties will continue to communicate through all phases of the layoff or the
14 temporary reduction of work hours to ensure continued compliance with the
15 Agreement.

16 **34.12 Notification to Employees With Permanent Status**

17 A. Except for temporary reduction in work hours and temporary layoffs as
18 provided in [Section 34.6](#), employees with permanent status will receive
19 written notice at least fifteen (15) calendar days before the effective layoff
20 date. The notice will include the basis for the layoff and any options
21 available to the employee. The Union will be provided with a copy of the
22 notice on the same day it is provided to the employee.

23 B. Except for temporary reduction in work hours and temporary layoffs as
24 provided in [Section 34.6](#), if the Employer chooses to implement a layoff
25 action without providing fifteen (15) calendar days' notice, the employee
26 will be paid their salary for the days they would have worked had full notice
27 been given.

1 C. Employees will be provided seven (7) calendar days to accept or decline, in
2 writing, any formal option provided to them. Except for cyclical or seasonal
3 employees, if the seventh (7) calendar day does not fall on a regularly
4 scheduled work day for the employee, the next regularly scheduled work
5 day is considered the seventh (7) day for purposes of accepting or declining
6 any option provided to them. This time period will run concurrent with the
7 fifteen (15) calendar days' notice provided by the Employer to the
8 employee.

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

10 **34.13 Salary**

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

13 A. A WMS employee's salary will remain unchanged if the employee is placed
14 in a WMS position with the same salary standard and range of consideration
15 the employee held before the layoff.

16 B. When a WMS employee is placed in a position with a salary standard lower
17 than the employee's previous position and the employee's current salary is
18 less than the new range of consideration, the salary will remain unchanged.
19 If the pre-layoff salary is higher than the new salary standard, the salary will
20 be set at the new range of consideration.

21 1. Transfer or Bump

22 An employee who accepts a transfer or bump to another position
23 within their current job classification will retain their current salary.

24 2. Voluntary Demotion in Lieu of Layoff and Bump to a Lower 25 Position

26 An employee who bumps to another position with a lower range of
27 consideration will be paid an amount equal to their current salary,
28 provided it is within the range of consideration the new position. In

those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new range of consideration.

3. Appointment from a Layoff List

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

b. Employees who are appointed from a layoff list to a position with a lower 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 range of consideration of the new position. In those cases where the employee's prior salary exceeds the maximum amount of the range of consideration for the new position, the employee will be compensated at the maximum salary of the new 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 review periods for WGS positions will follow the terms applicable to that position.

- 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 with 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

1 or designee within twenty-one (21) calendar days from the effective date of
2 the separation. Separation during the transition review period will not be
3 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

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

6 **34.15 Recall**

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

- 18 B. When a vacancy occurs within an agency and when there are names on the
19 layoff list for that job classification, the Employer will fill the position in
20 accordance with Article 4, Hiring and Appointments. An employee will be
21 removed from the layoff list if they are certified from the list and waives the
22 appointment to a position for that job classification three (3) times. In
23 addition, an employee's name will be removed from all layoff lists upon
24 retirement, resignation or dismissal.

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

34.16 General Government Transition Pool Program

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

34.17 Project Employment

A. Employment projects are distinct layoff units, separate from other defined layoff units.

B. Less Than Five Years of Continuous Project Employment

Project employees who have been in project status for less than five (5) consecutive years have layoff rights within their project.

B. Five Years or Greater of Continuous Project Employment

1. Project employees who were hired into a project position prior to July 1, 2013, and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they have no layoff options in their project.

2. Project employees who were hired into a project position through the competitive process on or after July 1, 2013 and who have been in project status for five (5) consecutive years or greater will have layoff rights within the agency as outlined in [Sections 34.9, 34.10](#) and Appendix C if they have no layoff options in their project.

3. Project employees who were not hired into a project position through the competitive process on or after July 1, 2013, will have layoff rights in accordance with Subsection D below.

C. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the

1 agency in which they held permanent status. The employees' return rights
2 are to the job classification they last held permanent status prior to accepting
3 project employment using the procedure outlined in [Section 34.9](#).

4 D. Project employees who are separated from state service due to layoff may
5 request their names be placed into the General Government Transition Pool
6 Program. Upon layoff from the project, project employees who entered the
7 project through the competitive process and remain in project status for two
8 (2) consecutive years will be eligible to have their names placed on the
9 internal layoff list for the classes in which permanent project status was
10 attained. Bumping options will be limited to the project boundaries.

AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 6/30/25

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

Amy M. Spiegel 6/30/2025

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.

1 **41.5 Effect of Employer Reevaluation**

- 2 A. Reevaluation to higher evaluation points and/or a higher salary standard for
3 the position

4 Where an employee has held the position for less than twelve (12) months,
5 the Employer must give the employee the opportunity to compete for the
6 position if they possess the required skills and abilities. Where an employee
7 has held the position for at least twelve (12) months the employee will
8 remain in the position if they possess the required skills and abilities. If the
9 employee is not selected for the position, or does not have the required skills
10 and abilities, the layoff procedure specified in Article 34, Layoff and Recall,
11 of this Agreement applies. If the employee is appointed, they must serve a
12 WMS review period.

- 13 B. Reevaluation to a job with the same evaluation points and/or salary standard

14 If the employee does not meet the skills and abilities requirements of the
15 position, the layoff procedure specified in [Article 34](#), Layoff and Recall, of
16 this Agreement applies.
17

- 18 C. Reevaluation to lower evaluation points and/or a lower salary standard for
19 the position

20 If the employee meets the skills and ability requirements of the position and
21 chooses to remain in the position, the employee retains existing
22 appointment status and has the right to be placed on the Employer's internal
23 layoff list.

24 If the employee chooses to vacate the position or does not meet the position
25 requirements, the layoff procedure specified in [Article 34](#), Layoff and
26 Recall, of this Agreement applies.

27

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

Scott Lyders 6/30/25

For the Union

Amy M. Spiegel 6/30/2025

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

Amy Spiegel, Director of Negotiations
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DSHS WMS ARTICLE 42

COMPENSATION

42.1 Pay Assignments

A. Effective July 1, 2025, each employee's base salary will be increased by three percent (3%), 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, 2026, each employee's base salary will be increased by two percent (2%), 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.

42.3 Demotion

A. An employee who voluntarily demotes to another position with a lower base salary will have their salary reduced to a dollar amount within the lower range of consideration for a WMS position. If the employee demotes to a position in WGS the employee's salary will be reduced to a dollar amount in the salary range for the new position.

B. An employee occupying a position that is affected by an involuntary downward movement must be placed within the salary standard established for the WMS position at an amount equal to the employee's previous base salary. If the previous base salary exceeds the new salary standard, the employee's base salary must be set equal to the maximum of the salary standard for the position. The employee's base salary may be set higher than the salary standard maximum but not exceeding the previous base salary if allowed by the employer's salary administration policy.

42.4 Transfer

A transfer is defined as an employee-initiated move of an employee to a position with the same salary standard, same evaluation points, or both. Transferred employees will retain their current base salary.

42.5 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one (1) position to another with the same salary standard and/or evaluation points. Upon reassignment, an employee retains their current base salary.

42.6 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the review period to the Job Value Assessment Chart (JVAC) point the employee most recently held permanent status in, to a JVAC point in the same or lower salary, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

1

2 **42.7 Elevation**

3 Elevation is defined as restoring an employee to the higher JVAC point, with
4 permanent status, which was held prior to being granted a demotion or to a JVAC
5 point that is between the current JVAC point and the JVAC point from which the
6 employee was demoted.

7 **42.8 King County Premium Pay**

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

12 **42.9 Standby**

13 A. An employee is in standby status while waiting to be engaged to work by
14 the Employer and both of the following conditions exist:

15 1. The employee is required to be present at a specified location or is
16 immediately available to be contacted. The location may be the
17 employee's home or other specific location, but not a work site away
18 from home. When the standby location is the employee's home, and
19 the home is on the same state property where the employee works,
20 the home is not considered a work site.

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

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

25 C. When the nature of a work assignment confines an employee during off-
26 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. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

E. Overtime-eligible employees assigned to standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

F. Overtime exempt employees assigned to standby status will be compensated an additional 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.

42.10 Relocation Compensation

A.. Relocation compensation may be considered for employees hired in a permanent hard to fill WMS position who must move to accept state employment. This payment will not exceed 10% of the annual salary.

1. Prior approval must be granted before the offer of relocation compensation is made to a prospective employee.
2. Relocation compensation payment will not be authorized for transfers within DSHS.
3. Relocation compensation will be considered for employees hired in a permanent executive level or hard to fill professional position who must move to accept state employment
4. Denial of relocation compensation is not grievable.

B. 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.

C. 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.

42.11 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.

42.12 Recruitment Incentive – Leave Accrual or Lump Sum

The Employer may authorize lump sum vacation leave and/or accelerate vacation leave accrual rates as follows to support the recruitment and/or retention of an employee or candidate for a specific WMS position:

A. The Employer may authorize an accelerated accrual rate for an employee or candidate. The WMS employee would remain at the accelerated accrual rate until the WMS employee's anniversary date caught up to the accrual rate amount; and/or

B. The Employer may authorize a lump sum accrual of up to eighty (80) hours of vacation leave for the employee or candidate. If approved, lump sum leave may only be granted after services rendered in accordance with express conditions established by the employer

42.13 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 (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 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.

42.17 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 program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in [Article 29](#), Grievance Procedure.

42.18 Emergency/Disaster Operations Compensation

All employees performing emergency/disaster/response and recovery duties when working full-time for a state Disaster Recovery Office or Joint Field Office or under a Level 2 or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

- A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, state proclamation for individual assistance or public assistance, declared disaster, or Emergency Management Assistance Compact (EMAC) or other mutual aid activations/deployments as determined by the agency head or designee. During federally declared disasters and state proclamations for individual assistance or public assistance overtime compensation will be limited to cash payments. Overtime pay for work performed when assigned to a State Disaster Recovery Office or Joint 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

1 recovery operations in direct support of a Joint Field Office, EMAC or other
2 Mutual Aid activations/deployments.

3

AGREEMENT REACHED

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For the Employer

For the Union

Scott Lyders 6/30/25

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Amy M. Spiegel 6/30/2025

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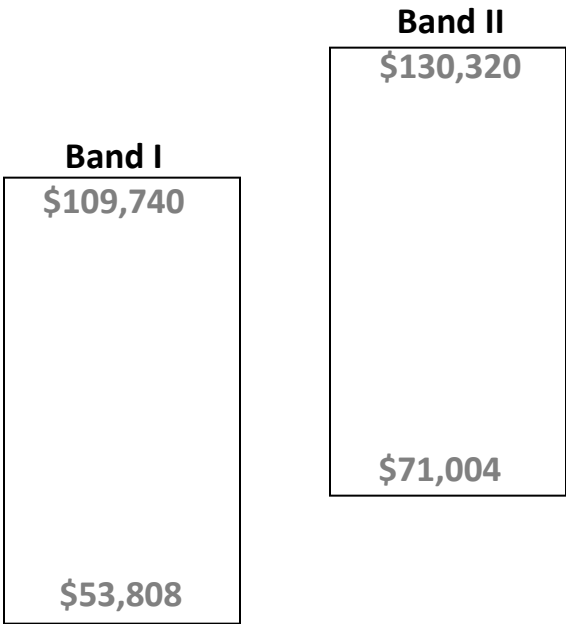
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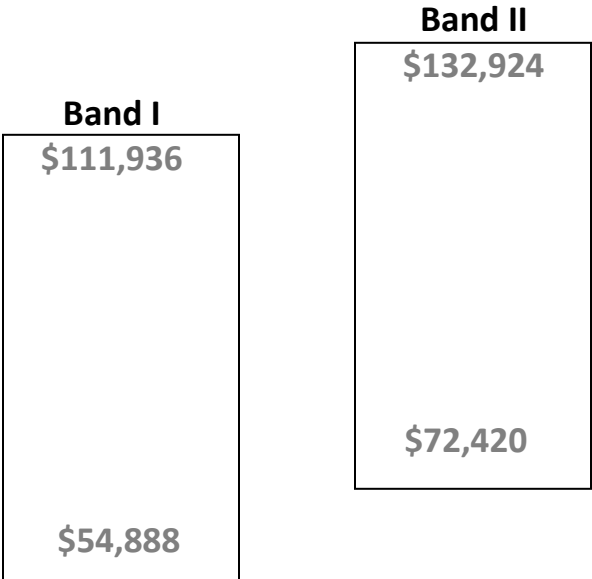
DSHS WMS APPENDIX A SALARY STRUCTURE
STATE OF WASHINGTON, OFFICE OF FINANCIAL MANAGEMENT
WASHINGTON MANAGEMENT SERVICE SALARY STRUCTURE –DSHS

Employers should include in their WMS job postings the most reasonable and genuinely expected wage information, as defined in the employer’s salary administration policy.

Effective July 1, 2025



Effective July 1, 2026



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