

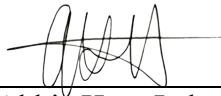
ARTICLE 1
RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for the bargaining unit consisting of all administrative law judges working for the Office of Administrative Hearings, excluding deputy chief administrative law judges, division chief administrative law judges, assistant chief administrative law judges, administrative law judges serving on a contractual basis under [RCW 34.12.030\(2\)](#), confidential employees as defined in [RCW 41.80.050](#) and any administrative law judge who reports directly to the chief administrative law judge.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 2
DIVERSITY, EQUITY, AND INCLUSION, NON-DISCRIMINATION, AND NON-RETALIATION

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

2.1 The parties are committed to developing and maintaining a high performing public workforce that provides access, meaningful services, and improved outcomes for all Washingtonians. The Employer encourages facilitation of workgroups and roundtable conversations within and amongst divisions to discuss diversity, equity and inclusion. The ever-increasing diversity of our population and workforce defines who we are as a people and drives the public's expectations of us as public servants. An important goal is to build work environments that are respectful, supportive and inclusive to everyone. Grievances about this subsection 2.1 may be processed only through the Chief Administrative Law Judge step of the grievance procedure.

2.2 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, genetic information, creed, ancestry, caste, national origin, political affiliation, military status, status as a veteran who has received an honorable discharge or been discharged with an honorable record, a disabled veteran or Vietnam era veteran, status as a victim of domestic violence, sexual assault, ~~or~~ stalking, or a hate crime, citizenship, immigration status, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental or physical disability, or union activities. Bona fide occupational qualifications based on the above traits do not violate this Article.

Both parties agree that unlawful harassment will not be tolerated, including disparate treatment and hostile work environment on the basis of any of the categories listed in Section 2.2.

2.3 Employees who feel they have witnessed or been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff,

1 or file a complaint in accordance with agency policy. In cases where an employee
2 files both a grievance and an internal complaint regarding the alleged
3 discrimination, the grievance process will be immediately suspended until the
4 internal complaint process has been completed. Resolution of the internal
5 complaint process will not be unreasonably delayed. Following completion of the
6 internal complaint process, the Union may request the grievance process be
7 continued. Such request must be made within seven (7) calendar days of the
8 employee and the Union being notified in writing of the findings of the internal
9 complaint.

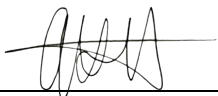
10 **2.4** Employees will not suffer retaliation for making a good faith report of policy
11 violations, harassment, discrimination, or workplace violence. Where it is
12 determined that such a report or complaint has merit, the Employer may consider
13 the reporting employee's desires in determining appropriate remedial or corrective
14 measures.

15 **2.5** Both parties agree that nothing in this Agreement will prevent the implementation
16 of an approved affirmative action plan.

TENTATIVE AGREEMENT REACHED

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For the Employer



6/30/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union

Linda Michaud Emin 7/2/2026

Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 3
HIRING AND APPOINTMENTS

3.1 The Employer will determine when and how a position will be filled, the types of appointment to be used when filling the position, and the qualifications necessary to perform the duties of the specific position. When making an appointment the Employer commits to appointing external and internal, qualified and diverse candidates. Applicants or candidates who need a reasonable accommodation are responsible for requesting reasonable accommodations.

3.2 When the Employer has a vacant, funded, Line ALJ position, the Employer will fill the position as follows:

A. First, the most senior candidate on the agency internal layoff list, established under [Article 20](#), Layoffs and Recall, who has the competencies, skills, and abilities required for the position.

B. Second, the Employer will consult the transfer or voluntary demotion request list to determine if an internal candidate who has the competencies, skills and abilities required to perform the duties of the position has expressed an interest in the position. Prior to an offer being made and/or accepted, the Employer will clarify any position requirements that may result in changes to the employee's working conditions.

C. External qualified candidates.

3.3 Promotional opportunities to fill a permanent Lead ALJ or Senior ALJ position shall be conducted through an open, competitive recruitment process. Any internal candidate who meets the qualifications as determined by the Employer will be given the opportunity to interview for the promotion.

3.4 Any salaried ALJ as of July 1, 2021 who has previously approved part-time hours will not have any changes to their hours or benefits without the mutual agreement of the parties.

3.5 Voluntary Demotion

A Senior ALJ or a Lead ALJ may voluntarily self-demote to a Line ALJ position. An employee who voluntarily demotes to a position in a different job class with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range maximum, the employee's base salary will be set equal to the new range maximum.

3.6 Temporary Appointments

- A. The Employer may make temporary appointments of ALJs:
 - 1. To address an extraordinary workload peak or backlog of cases; or
 - 2. To fill in when a permanent employee is absent for an extended period.
- B. Temporary appointments shall not be used to displace permanent positions.
- C. All temporary appointments will be for a designated period of time and may be extended for up to twenty-four (24) total months.
- D. A temporary ALJ may be offered a permanent position dependent upon caseloads and available funding.
- E. The Employer will ensure that temporary ALJs receive:
 - 1. Written performance expectations;
 - 2. Training and mentoring as appropriate for the position and expectations; and
 - 3. Written notice of any performance deficiencies.
- F. The Employer may make temporary appointments of Lead ALJs and Senior ALJs subject to Subsection 3.3, above. A permanent employee who accepts a temporary appointment within the agency will have the right to return to

1 their prior job classification at the conclusion of their temporary
2 appointment.

3 G. Layoff from Temporary Appointments

4 1. The Employer may end a temporary appointment prior to the end of
5 the appointment period as a non-disciplinary separation with a
6 minimum of three (3) days' written notice, without meeting a just
7 cause standard. This will result in either a non-disciplinary
8 separation or reversion to a previously held permanent job status.

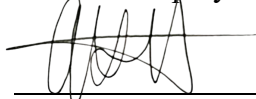
9 2. Temporary ALJs will be separated prior to the layoff of any
10 permanent ALJs.

11 H. If a temporary ALJ is not re-appointed and does not have a permanent
12 position to which to return, the temporary ALJ will be separated from
13 employment at the end of the designated temporary appointment period.
14 This separation will not be considered a layoff under [Article 20](#), Layoff and
15 Recall, and the separated temporary ALJ will not be placed on the layoff
16 list or be given bumping rights based on seniority. Failure to re-appoint a
17 temporary ALJ shall not be subject to the grievance procedure.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

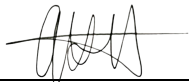
ARTICLE 4
PRO TEM SCHEDULING

- 4.1** Pro Tem ALJs are hourly, on-call Administrative Law Judges who are employed to meet business needs such as addressing workload peaks, case backlogs, or to provide coverage in the absence of a full-time ALJ.
- 4.2** The Employer may limit the number of hours Pro Tem ALJs work in a given time period, or require a minimum number of hours to be worked. Assessment of the hours worked by Pro Tem ALJs will look at the number of hours worked in a six-month period to determine compliance with the agency Pro Tem ALJ policy.
- 4.3** Pro Tem ALJs will be scheduled hours and assigned cases according to their availability. Pro Tem ALJs are required to advise their supervisor and agency support staff of the hours and days they are available to be scheduled. Subject to business needs, scheduled hours and assigned cases will not be unreasonably withheld from any Pro Tem ALJ who is available and advises of their availability.
- 4.4** The layoff article within this Collective Bargaining Agreement does not apply to Pro Tem ALJs. During a reduction in force of ALJs, Pro Tem ALJs will be removed from the schedule.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 5
HOURS OF WORK AND EXCHANGE TIME

5.1 Administrative law judges are expected to devote all the time necessary to deliver the highest quality adjudicative services. This may require working beyond their regular schedule.

5.2 The standard work schedule for employees is Monday through Friday, from 8:00 a.m. to 5:00 p.m. with a one-hour unpaid lunch break between 12:00 p.m. and 1:00 p.m. Upon hire, ALJs are assigned a standard schedule. Any ALJ may request a non-standard schedule at any time as provided below.

A. Alternate schedule: a schedule that changes the start and end times, and/or the lunch period, while being scheduled for work on all weekdays;

B. Compressed work week: a schedule that allows employees to eliminate at least one workday every two weeks by working longer hours during the remaining days. The eliminated workday is known as a flex day or scheduled day off.

5.3 Unplanned absences due to emergency situations

For unplanned absences due to an emergency situation, the employee may contact the priority line of the customer service center as soon as practicable in lieu of contacting their supervisor. As long as the employee has notified either their supervisor or the priority line of the customer service center, the Employer will coordinate necessary coverage due to their absence.

5.4 OAH shall make reasonable efforts to assign work, schedule hearings, and establish administrative processes in a manner that maximizes the availability of alternate schedules and compressed work week schedules while continuing to meet the agency's strategic and/or operational needs. A request for an alternate schedule or compressed work week will not be unreasonably denied.

1 **5.5** An existing alternate schedule, compressed work week schedule, or specific
2 scheduled day off can be changed by either the employee or the ~~e~~Employer with at
3 least seven (7) days' written notice. If the agency initiates the change, the reason
4 shall be provided to the ALJ in writing. The notice requirement can be waived only
5 by mutual agreement.

6 **5.6** Exchange time is a benefit in the form of time off for extraordinary hours worked
7 on authorized activities, including but not limited to case-related work or authorized
8 special projects. It is intended to encourage retention of valuable employees without
9 impeding services to the public or preventing the office from accomplishing its
10 mission.

11 A. Employees who are compensated on a salary basis and have worked for
12 OAH for at least 6 months are eligible to receive exchange time, unless
13 otherwise stated in this article. Employees who are on a Performance
14 Improvement Plan (PIP) will not be eligible to receive exchange time during
15 the PIP period.

16 B. Exchange time will be awarded ~~monthly~~ upon employee request, to
17 employees who work ten percent (10%) or more over the ~~the~~regularly
18 scheduled hours as listed in their current telework agreement ~~total-regular~~
19 ~~business hours~~ during the two consecutive pay periods in the preceding two
20 calendar months. ~~Regular business hours will be calculated based on the~~
21 ~~standard work schedule defined in Section 5.2.~~

22 The amount of the award will be equal to eighty percent (80%) of the hours
23 worked over regular ~~business~~ ly scheduled hours, up to a maximum of two
24 hundred (200) hours for the fiscal year. Total award will be rounded to the
25 nearest hour.

26 For example, if an employee works twenty (20) extra hours during two
27 consecutive pay periods ~~—a one (1) month period—~~ where there are one
28 hundred and seventy-six (176) regularly scheduled ~~business~~ hours

1 available, the employee would receive an exchange time award of eighty
2 percent (80%) of the extra hours, or sixteen (16) hours.

3 C. Exchange time must be used during the fiscal biennium in which it is
4 awarded. Unused exchange time will expire June 30, of the final calendar
5 year of this agreement. 2025. Exchange time has no cash liquidation value
6 and cannot be transferred between agencies.

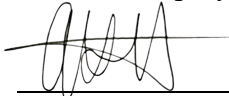
7 D. **Work Schedule Adjustments**

8 Upon an employee's request an employee's supervisor may adjust an
9 employee's work schedule without requiring the employee to submit a leave
10 or exchange time request. Work schedule adjustments may be made
11 provided all ALJ hours are accounted for within two consecutive pay
12 periods, including the pay period that the additional or reduced hours
13 occurred.

TENTATIVE AGREEMENT REACHED

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

For the Employer



8/3/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin, Labor Negotiator
Washington Federation of State
Employees

ARTICLE 6
EMPLOYEE FILES

6.1 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. Each employee shall have a supervisory file, kept by the employee's first-line supervisor. Employee medical files will be kept separate and confidential in accordance with state and federal law.

6.2 Examination of Employee Files

An employee may examine their own personnel file, supervisory 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. 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 or copy any contents; however, an employee may provide a written rebuttal to any information in the files that they consider objectionable. The employee and/or representative may request copies of documents maintained in these files. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative.

6.3 Personnel Files

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.

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 personnel files. However, the Employer may retain this information in a legal defense file and it will only be used or released when required by a

1 regulatory agency (acting in their regulatory capacity), in the defense of an
2 appeal or legal action, or as otherwise required by law.

3 B. Upon the request of the employee, disciplinary documents may be removed
4 from an employee's personnel file after three (3) years if:

- 5 1. The employee submits a written request for its removal; and
- 6 2. The agency determines that circumstances do not warrant a longer
7 retention period; and
- 8 3. There have been no documented performance deficiencies.

9 C. Once a disciplinary letter has been removed, the information removed will
10 not be used in subsequent disciplinary actions, unless mutually agreed
11 otherwise.

12 D. Nothing in this Section will prevent the Employer from agreeing to an
13 earlier removal date

14 **6.4 Supervisory Files**

15 Supervisory files will be purged of the previous year's job performance information
16 following completion of the annual performance evaluation, unless circumstances
17 warrant otherwise. Upon request by the employee, the supervisor will share why
18 the materials were not purged.

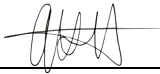
19 **6.5** Medical files will be kept separate and confidential in accordance with state and
20 federal law.

21 **6.6** When documents in an ALJ's file(s) are the subject of a public disclosure request,
22 the Employer will provide the ALJ notice of the request at least ten (10) business
23 days in advance of the intended release date.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 7
TELEWORKING

Pursuant to Executive Order 16-07, the Employer may allow employees to work from an alternate worksite.

7.1 The Office of Administrative Hearings recognizes that the practice of using technology to perform required job functions from home or another alternate worksite supports the agency's ability to serve the residents of the State of Washington and execute the agency's mission in an efficient and effective manner. Benefits may include improved recruitment and retention, increased productivity and morale, reduced use of sick leave, reduced parking needs and office space, and reduction of commute trips, pollutants, energy consumption, and our carbon footprint.

The Employer designates all Temporary Line, Pro Tem Line, Line, Lead, and Senior ALJ positions as eligible for teleworking on a regular full-time basis or regular part-time-time basis.

7.2 The Employer shall make reasonable efforts to assign work, schedule hearings, and establish administrative processes so as to maximize the availability of a variety of telework options to ALJs, while continuing to meet the agency's strategic and/or operational needs. The Employer may establish reasonable policies and procedures governing when and how a telework schedule will be initially approved, and defining the standards that must be met in order to continue teleworking (collectively referred to in this article as the "teleworking requirements"). These requirements must be reasonably related to an ALJ's job, such as requirements regarding the alternate worksite, confidentiality, technology, or the agency's strategic and/or operational needs.

7.3 An ALJ may request a telework schedule at any time, subject to the limitations in 7.7 below. The Employer will not unreasonably deny requests, and the reasons for any denial will be provided to the ALJ in writing. OAH may offer teleworking

1 authorization to an ALJ at any time, even if the ALJ has not made a request. It shall
2 be considered reasonable to deny teleworking authorization to an ALJ who is in
3 their first six months of employment with the agency.

4 **7.4** The Employer may require any teleworker, including full-time teleworkers, to
5 report to an agency office or other reasonable location for meetings, trainings or
6 other events in the discretion of the Employer with reasonable notice. In addition,
7 the Employer may require an ALJ who is authorized to telework to temporarily
8 change their telework schedule and report to an agency office or other reasonable
9 location for a period of five (5) consecutive business days or less, due to caseload-
10 related reasons, or mandatory in-person training. Except in emergent
11 circumstances, the Employer will give the ALJ at least seven (7) days' notice and
12 the reason for the temporary change in writing.

13 **7.5** The Employer may cancel or modify an ALJ's authorization to telework to respond
14 to concerns about the ALJ's ability to meet one or more of the teleworking
15 requirements, or to respond to changes in strategic/operational needs. If the reason
16 for cancellation or modification is related to concerns about the ALJ's ability to
17 meet one or more of the teleworking requirements, the ALJ's supervisor shall
18 discuss concerns with the ALJ before taking action to cancel or modify an approved
19 telework agreement, and shall provide an opportunity to correct those concerns
20 prior to cancellation or modification. Unless circumstances require immediate
21 rescission, the Employer shall provide the ALJ as much notice as possible but no
22 less than fourteen (14) days' written notice prior to the cancellation or modification
23 of a telework agreement. In all cases, the Employer will notify the ALJ of the
24 reason(s) for the cancellation or modification in writing.

25 **7.6** An ALJ whose telework privileges have been cancelled, modified or denied by the
26 Employer without their agreement may request reinstatement of telework privileges
27 no more than once every ninety (90) days, except in emergency or unforeseen
28 circumstances. If the Employer determines that the issues which led to the change

1 in the telework agreement have been resolved, the ALJ's telework privilege will be
2 reinstated.

3 **7.7** An ALJ will have seven (7) days from the date of the notice of denial of telework
4 under 7.3, cancellation or modification of telework under 7.5, or denial or
5 reinstatement of telework under 7.6, to submit a written Request for Review of the
6 action to the Chief ALJ or the Chief's Designee. The Chief ALJ or Chief's Designee
7 shall issue a written decision on the request within 7 days of receipt.

8 **7.8** The Employer may need to revoke telework privileges for business needs that are
9 not related to an ALJ's performance or a violation of the teleworking requirements.
10 The Employer will determine when business needs demand revocation of telework
11 privileges and will provide any affected ALJ with as much notice as possible but at
12 least fourteen (14) days' notice, except in emergent circumstances.

13 **7.9** ALJ's hired into permanent positions on or after July 1, 2023 may perform telework
14 only at alternative worksites located within Washington State plus any counties in
15 Oregon or Idaho that share a border with Washington.

16 ALJ's hired into permanent positions prior to July 1, 2023 or hired into temporary
17 positions may perform telework at alternative worksites within the United States if
18 those worksites have been approved prior to July 1, 2023 or are approved
19 prospectively by the Employer on or after July 1, 2023. Such existing telework
20 agreements are subject to all other limitations in Article 7.

21 The Employer may make exceptions to allow out of state telework for temporary
22 circumstances.

23 **7.10** Substantive decisions by the Chief under Section 7.7 are not subject to [Article 19](#),
24 the Grievance. The remainder of this article is subject to Article 19, Grievance
25 Procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 8
MISCELLANEOUS LEAVE AND HOLIDAYS

8.1 Personal Leave Day

Employees shall receive one paid Personal Leave Day per year.

8.2 Holidays

1. All Employees shall be granted holidays as described in [RCW 1.16.050](#).
2. All Employees shall also be awarded one paid Personal Holiday per year.

8.3 Bereavement Leave

A. An employee is entitled to five (5) days of paid bereavement leave if their family member or household member dies for loss of pregnancy, as defined in Subsection 8.3, 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, grandparent, parent, sibling, or spouse, as defined in Subsection 8.3 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 8.3 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 8.3 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 8.3 D.3, of the employee's parent;

6. Grandchild means a child of the employee's child, as defined in Subsection 8.3 D.2.

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.

8.4 Disaster Leave

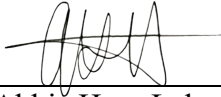
In the event the Governor declares that a state of emergency exists in any area of the state of Washington, agencies may grant up to twenty-four (24) hours of leave with pay per occurrence to employees who are experiencing extraordinary or severe impacts, such as displacement from their homes temporarily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

The agency 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.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 9
MANDATORY SUBJECTS

9.1 The employer agrees, prior to making any change to a mandatory subject of bargaining, to notify the Union and satisfy its collective bargaining obligation in accordance with this agreement and all applicable law.

9.2 The Employer will notify the Executive Director of the Union of these changes in writing by emailing 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.

9.3 The agency will provide to the Union any policies or updates to existing policies, including notice of changes to mandatory subjects, affecting the represented employees at least twenty-one (21) calendar days prior to implementation except in emergent circumstances.

9.43 The Employer will give the Union at least thirty (30) calendar days' advance notice of the agency's intent to initiate rulemaking or agency-request legislation that would impact bargaining unit members' wages, hours, or terms and conditions of employment.

For rulemaking, the notice will be provided at least thirty (30) calendar days before filing the CR-101 with the Code Reviser's Office, indicating the intent to engage in rulemaking. For agency-request legislation, the agency will provide at least thirty (30) calendar days' notice before the proposed legislation is filed with the Code Reviser's Office for introduction.

1 This will not apply to emergency or expedited rulemaking, or to agency-request
2 legislation that does not go through the OFM agency-request process.

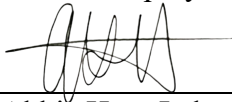
3 **9.54** The agency will update policies and procedures to comply with any changes to
4 existing statutes or regulations or to comply with new statutes or regulations.
5 Changes to current law will supersede conflicting provisions in internal agency
6 policies and procedures.

7

TENTATIVE AGREEMENT REACHED

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

For the Employer



5/12/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union

Linda Michaud Emin 5/13/2026

Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

8

9

ARTICLE 10
OUTSIDE EMPLOYMENT

ALJs may engage in outside employment so long as it does not interfere with the performance of their duties or result in a conflict of interest as determined by the Chief ALJ.

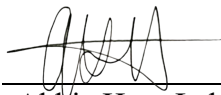
ALJs will notify and receive approval from the Chief ALJ or designee per agency policy before engaging in any outside employment. If an ALJ notifies the Chief ALJ or designee in advance of being offered an outside employment opportunity, the Chief ALJ will have fourteen (14) calendar days to approve the request. If an ALJ does not notify the Chief ALJ or designee in advance of being offered an outside employment opportunity, the Chief ALJ or designee will have twenty-one (21) calendar days to approve or deny the request.

If an ALJ's request for approval is denied, the Employer will provide its reason(s) for denial 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



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 11
SAFETY AND HEALTH

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

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

B. Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing co-workers and the public to conditions that would jeopardize their health or the health of others. When employees self-report a potentially contagious health condition the Employer may direct the employee to telework or use leave in accordance with [Article 13](#), Inclement Weather and Suspended Operations.

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

D. 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.

11.2 The Employer will determine and provide the required safety devices and protective items for use by employees. The Employer will provide employees with orientation and/or training to perform their jobs safely. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.

11.3 The Employer will form joint safety committees in accordance with WISHA requirements at each of the Employer's permanent work facilities where there are eleven (11) or more employees physically on site. Safety committees will be composed and meetings will be conducted in accordance with [WAC 296-800-](#)

1 [13020](#). Committee recommendations will be forwarded to the appropriate
2 Appointing Authority for review and action, as necessary. The Appointing
3 Authority or designee will report follow-up action/information to the Safety
4 Committee.

5 **11.4 Ergonomic Assessments**

6 At the request of the employee, the Employer will ensure that an ergonomic
7 assessment of the employee's workstation at an agency location is completed.
8 Solutions to identified issues will be implemented within available resources
9 consistent with agency policy.

10 **11.5** The Employer will provide as much flexibility as possible to accommodate
11 employees, including providing telework options, as a result of an outbreak of a
12 communicable disease, recognizing that individual employee circumstances will
13 differ.

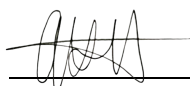
14 **11.6** The Employer will provide written information and a training for ALJs regarding
15 protection of their physical safety from violence during travel to and from in-person
16 hearings, and while at in-person hearing sites.

17

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18

ARTICLE 12
INCLEMENT WEATHER AND SUSPENDED OPERATIONS

Emergency situations adversely affecting OAH operations, property, public safety or health, or the well-being of individuals, may require suspended operations or closure of OAH facilities. The provisions of OAH Policy No. 406, Inclement Weather and Suspended Operations provide the process and procedures for all employees of the agency in such emergency situations. ALJs are subject to this policy and will be required to follow its provisions.

If an employee is scheduled to work at a pre-approved telework location and that location becomes non-operational or inaccessible, the employee may be paid for up to two (2) hours of Non-operational/Emergency Condition leave per event. Employees may be paid for more than two hours under this Article with Chief ALJ or designee approval.

In order to be eligible for this leave, the employee must communicate the details of the location issues to the supervisor immediately or as soon as reasonably possible under the circumstances. The supervisor may authorize leave, direct the employee to perform other work or commute to an alternate site. The employee may request the use of other forms of accrued leave.

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ARTICLE 13
EMPLOYEE ASSISTANCE PROGRAM

13.1 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.

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

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ARTICLE 14
UNION ACTIVITIES

14.1 Union Representatives

A. “Union Representatives” includes both Stewards (OAH Employees identified by the Union as Stewards) and WFSE staff.

B. Notification and Recognition

1. The Union will provide the Employer with a written list of Union Representatives, their geographic jurisdictions and the appropriate contacts for each office within thirty (30) calendar days from the effective date of this Agreement. The Union will maintain the list.

2. The Employer will recognize any Union Representative on the list. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.

3. The Union will provide written notice to the Employer of any changes within thirty (30) calendar days of the changes.

4. Union Stewards must provide notice to their supervisor to prepare for and/or attend any meeting for representational purposes during their work hours, excluding successor agreement negotiations provided in 15.5 below. All notices must include the approximate amount of time the Union Steward(s) expects the activity to take. Time spent preparing for, traveling to and from, and attending meetings during the Union Steward’s non-work hours will not be considered as time worked. Union Stewards will record time spent on union activities in accordance with agency policy and practice, using the agency’s Timekeeping system. Timekeeping codes to facilitate these records will be provided by the agency. If the amount of time a Union Steward spends performing representational activities is unduly affecting their ability to accomplish assigned

1 duties, the Employer will not continue to release the employee and
2 the Union will be notified.

3 5. Union Stewards or Representatives, upon request from an employee,
4 can provide representation during a meeting called by the Employer,
5 consistent with 1) [Article 18](#), Investigations, 2) if the employee
6 reasonably believes discipline could result in a meeting with the
7 Employer, consistent with [Article 19](#), Discipline, and 3) in any
8 meeting with an ALJ discussing a complaint filed against that ALJ.

9 6. Union Stewards may not use state vehicles to travel to and from a
10 work site in order to perform representation activities, unless
11 authorized by the OAH.

12 C. Access

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

16 2. Union representatives will notify OAH Human Resources prior to
17 their arrival and will not interrupt the normal operations of the
18 agency.

19 3. Union representatives and bargaining unit employees may also meet
20 in non-work areas, including hearing rooms, during the employee's
21 meal periods and rest periods and before and after their normal work
22 hours.

23 **14.2 Use of State Facilities, Resources and Equipment**

24 A. Meeting Space and Facilities

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

1 B. Supplies and Equipment

2 The Union and employees covered by this Agreement will not use state-
3 purchased supplies or equipment to conduct union business or
4 representational activities, except that they may use a telephone or similar
5 device for persons with disabilities if there is no cost to the Employer, the
6 call is brief, and it does not disrupt or distract from agency business.

7 C. Electronic Communications

8 The Union and employees covered by this Agreement ~~will not~~ may use
9 state-owned or operated electronic communications to communicate with
10 one another for Union or non-work purposes, ~~except~~ as provided in this
11 agreement. ~~Employees may use state operated e-mail to request union~~
12 ~~representation. Union Representatives 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.~~
15 Such use will:

- 16 1. Result in little or no cost to the Employer;
- 17 2. Be brief in duration and frequency;
- 18 3. Not interfere with the performance of their official duties;
- 19 4. Not distract from the conduct of state business;
- 20 5. Not disrupt other state employees and not obligate other employees
21 to make a personal use of state resources;
- 22 6. Not compromise the security or integrity of state information or
23 software; and
- 24 7. Not include ~~general communication and/or solicitation with~~
25 ~~employees.~~ communications that are in support or opposition of a

ballot proposition or candidate for federal, state, or local public
office.

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

14.3 Information Requests

- A. The Employer agrees to provide the Union, upon written request, access to materials and information necessary for the Union to fulfill its statutory responsibility to administer this Agreement. All union information requests will be clearly labeled as such and will be sent to the OAH Human Resources Office at OAHHR@oah.wa.gov with a copy to the OFM LR&CP at labor.relations@OFM.WA.GOV.
- B. The Employer will acknowledge receipt of the information request within three (3) business days of receipt, and will provide the Union with a reasonable date by which the information is anticipated to be provided.
- C. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union staff representative and the parties will discuss the relevance, necessity and costs associated with the request and the amount the Union will pay for receipt of the information.

14.4 Distribution and/or Posting of Material

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

1 A. The employee's work is not negatively impacted and the time expended is
2 de minimus ;

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

4 C. The distribution will normally occur via desk drops or mailboxes, as
5 determined by the Employer. In those cases where circumstances do not
6 permit distribution by those methods, alternative areas such as lunchrooms,
7 break areas and/or other space mutually agreed upon will be used.

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

10 E. Distribution will not occur more than once per week, unless agreed to in
11 advance by the Employer.

12 F. The Employer will provide bulletin board(s) or space on existing bulletin
13 boards in convenient places. Material posted on the bulletin board will be
14 appropriate to the workplace, politically non-partisan, in compliance with
15 state ethic laws, and identified as union literature. Union communications
16 will not be posted in any other location in the agency. The Union will
17 remove material from the bulletin board when it is no longer applicable or
18 in poor condition.

19 G. Upon mutual agreement between OAH and the Union, the agency will
20 display a link to a Union webpage on the agency's intranet. The webpage
21 content shall be consistent with the provisions of 14.4, F and must comply
22 with the executive ethics act, Chapter 42.52 RCW, and WAC 292-11-010.
23 Use of state equipment to view the website will comply with the executive
24 ethics act and shall be allowed only during an employee's authorized break
25 times.

14.5 Successor Agreement Negotiations

The Employer will approve paid release time in aggregate of three hundred and twenty (320) hours for all employee bargaining team members for formal negotiations. Upon exhaustion of this bank, the Union may request the parties meet and discuss additional paid release time for Union team members. If agreeable, the Employer will approve leave for all remaining formal negotiation sessions and for all travel to and from the sessions for Union team members provided the absence of the employee for negotiations does not create significant and unusual coverage issues. No exchange time will be incurred as a result of negotiations and/or travel to and from negotiations.

14.6 Access to New Employee Orientation

The Employer will copy NEO@wfse.org on all appointment letters for bargaining unit positions. Within ninety (90) days of a new employee's start date in a Union bargaining unit position, the Employer will provide access to the employee during the employee's regular work hours to present information about the Union. This access will be provided on the newly-hired employee's work time, at the employee's regular worksite, or at a location mutually agreed to by the Employer and the Union and will be for no less than thirty (30) minutes. For all new employee orientations, the agency will provide a minimum of seven (7) calendar days scheduling notice to the union in an email to NEO@wfse.org that will include the new employee's name, division, appointment date, and if available at the time of the notice, work location, work phone numbers and work email address. Union meetings with new employees will include only the new bargaining unit employees, and union representatives, and any other union-designated employee, unless mutually agreed otherwise. The Union Steward and other union-designated employee will also remain in paid status when the orientation is done in a group setting; a providing Union orientation in individual meetings will be in non-work status, unless otherwise agreed. Management employees will remain strictly neutral regarding attendance at the meetings and their content. No employee will be required to attend the meetings or presentations given by the Union.

14.7 Demand to Bargain – Release Time and Travel

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

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

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

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

14.8 Union Electronic Access to Employees:

The union may submit information they would like to distribute to their membership to the agency HR department's designated point of contact for distribution by the agency to employees via the state email system, per the provisions of 14.2(c) and 14.4 of this CBA. The Union will provide the HR point of contact with a minimum of three (3) business days' notice to distribute the information. Employees may use state issued computers and networks, in lieu of a physical workspace, for the purpose of receiving and reviewing this information. The use of the state's electronic email system must remain de minimus. Information distributed via this section will be appropriate to the workplace, politically non-partisan, in compliance with state ethic laws, and identified as union literature. This

1 does not extend use of the state's email system to the union for general
2 communication purposes beyond the provisions of this article. The terms of this
3 agreement apply when physical access to a member(s) is not otherwise safe or
4 available. Communication that occurs over state-owned equipment is the property
5 of the Employer and may be subject to agency review and/or public disclosure.

6 14.9 Collective Bargaining Agreement Training

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

12 B. The Union will present the training to current Union member representatives
13 within each bargaining unit. The training will last no longer than one (1) workday,
14 up to ten (10) hours, according to ALJs' respective schedules. The training will be
15 considered time worked for those Union member representatives who attend the
16 training during regular business hours. Union member representatives who attend
17 the training outside of their regular business hours will not be compensated.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 15
UNION DUES DEDUCTION AND STATUS REPORTS

15.1 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.

15.2 Union Deduction

- A. Within thirty (30) days from when the Union provides written notice of employee's authorization for deduction or revocation in accordance with the terms and conditions of their signed membership card, the Employer will deduct or revoke deductions 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 (LR&CP) Section the percentage and maximum dues to be deducted from the employee's salary.

15.3 Voluntary Deductions

A. People

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to

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

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

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

9 B. Trustmark Universal Life Insurance with Long Term Care

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

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

21 **15.4 Status Reports**

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

- 26 1. Personnel number;
- 27 2. Employee name;

- | | | |
|----|-----|--|
| 1 | 3. | Mailing address; |
| 2 | 4. | Personnel area code and title; |
| 3 | 5. | Organization unit code, abbreviation and title; |
| 4 | 6. | Work county code and title; |
| 5 | 7. | Work location street (if available); |
| 6 | 8. | Work location city (if available); |
| 7 | 9. | Work phone number; |
| 8 | 10. | Work e -mail address (if available); |
| 9 | 11. | Employee group; |
| 10 | 12. | Job class code and title; |
| 11 | 13. | Appointment date; |
| 12 | 14. | Bargaining unit code and title; |
| 13 | 15. | Position number; |
| 14 | 16. | Pay scale group; |
| 15 | 17. | Pay scale level; |
| 16 | 18. | Employment percent; |
| 17 | 19. | Seniority date; |
| 18 | 20. | Separation date; |
| 19 | 21. | Special pay code; |
| 20 | 22. | Total salary from which union dues is calculated |

- 1 23. Deduction wage type;
- 2 24. Deduction amount;
- 3 25. Overtime eligibility designation;
- 4 26. Retirement benefit plan; and
- 5 27. Action reason, title, and effective date (including entering or leaving
- 6 the bargaining unit and starting or stopping dues).
- 7 B. Information provided pursuant to this Section will be maintained by the
- 8 Union in confidence according to the law.
- 9 C. The Union will indemnify the Employer for any violations of employee
- 10 privacy committed by the Union pursuant to this Section.

11 **15.5 Revocation**

12 An employee may revoke their authorization for payroll deduction of payments to

13 the Union by written notice request to the Employer and the Union in accordance

14 with the terms and conditions of their signed membership card. Upon receipt by the

15 Employer of confirmation from the Union that the terms of the employee's

16 authorization for payroll deduction revocation have been met, every effort will be

17 made to end the deduction effective on the first payroll, and not later than the second

18 payroll., after receipt by the Employer of confirmation from the Union that the

19 terms of the employee's signed membership card regarding dues deduction

20 revocation have been met.

21 **15.6 Indemnification**

22 The Union agrees to indemnify and hold the Employer harmless from all claims,

23 demands, suits or other forms of liability that arise against the Employer for or on

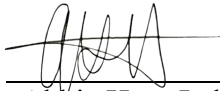
24 account of compliance with this Article and any and all issues related to the

25 deduction of dues or fees.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
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For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 16

UNION MANAGEMENT COMMUNICATION COMMITTEES

16.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the parties agree to establish a structure of joint union-management communication committees, for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

16.2 A statewide union-management communication committee will be established within 60 days of executing this Agreement. The statewide committee will be composed of up to four (4) representatives selected by the Union and up to four (4) employer representatives. Committee meetings will be conducted quarterly, unless agreed otherwise.

16.3 The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. Union-designated employees will be granted reasonable time during their normal working hours, as determined by the Employer, to prepare, and attend union management communication committee meetings.

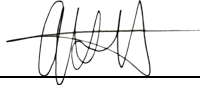
16.4 Union-designated employees attending committee meetings during their work time will have no loss in pay. Meetings will be conducted by video conference, unless otherwise agreed to by the parties.

16.5 All committee meetings will be scheduled on mutually acceptable dates and times

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ARTICLE 17
INVESTIGATIONS

17.1 The Employer has the authority to determine the method of conducting investigations. Upon request, if an investigation will last longer than ninety (90) days from the date the employee was notified of the investigation, the Employer will provide an explanation to the employee and the Union of the current status of the investigation (for example: interviews still being conducted, drafting of investigative report, waiting for analysis of data). At the conclusion of any investigation where the Employer elects not to take disciplinary action, the employee will be provided with a notification that the investigation is completed and that no discipline will be imposed.

17.2 Investigatory Interviews

A. Upon request, an employee has the right to a union representative at an investigatory interview. Investigatory interviews will be identified as such. A meeting with a supervisor that includes discussion with a supervisor about performance is not an investigatory interview. If the requested representative is not reasonably available, the employee will select another representative who is available and not delay the meeting. Employees seeking representation are responsible for contacting their representative.

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

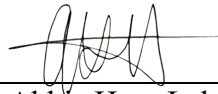
C. Employees who are the subject of an investigatory interview will be informed of the general nature of the allegation(s) before the employee is asked to respond to questions concerning the allegation(s).

- 1 D. If an investigator requests that an employee sign a statement, the employee
2 may review the statement and submit corrections, if any. The employee will
3 sign the statement to acknowledge its accuracy when no corrections are
4 necessary or when the investigator revises the statement to accept the
5 employee's corrections.

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Labor Negotiator

ARTICLE 18
DISCIPLINE

18.1 Disciplinary Action

1. Employees are subject to discipline and termination for just cause.

The following actions will be considered discipline and subject to the grievance process as provided for in the agreement: oral reprimands, written reprimands, reduction in pay, suspension without pay, demotion, or termination.

2. Written reprimands are subject to the grievance procedure to Step 2 only.

3. Oral reprimands will be identified as such and will not be subject to any grievance procedures.

4. The principles of progressive discipline shall be used.

18.2 Non-disciplinary Actions

1. Layoffs, temporary layoffs and/or furloughs, or other reductions in pay for budgetary purposes are not considered discipline and are not subject to the provisions of this article. The removal of a telework agreement is not a disciplinary action.

2. Corrective action, such as performance improvement plans, coaching, counseling, evaluations, and other non-disciplinary

communications between the Employer and the Employee are not
subject to any grievance procedures.

18.3 Pre-disciplinary Notice and Meeting

Except when the nature of the problem requires immediate termination, the Employer shall provide the employee with a written pre-disciplinary notice and an opportunity to be heard. Such notice shall include the facts upon which the contemplated discipline is based, the allegations, the level of disciplinary action being considered, and the date and time set for a meeting where the Employee is afforded the opportunity to refute such allegations and/or present mitigating circumstances to the Chief ALJ or designee. The employee will continue to work after receipt of the pre-disciplinary notice unless otherwise specified in the notice. Employees have a right to representation throughout this process as reflected in [Article 17](#), Investigations.

18.4 Notice for Suspension, Reduction in Pay, Demotion, and Discharge

- A. The Employer will provide an employee with fifteen (15) days' written notice prior to the effective date of a suspension, reduction in pay or demotion.
- B. The Employer will normally provide an employee with seven (7) days' written notice prior to the effective date of a discharge. If the Employer fails to provide-seven (7) days' notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work had seven (7) days' notice been given.

1 C. However, the Employer may discharge an employee immediately without
2 pay in lieu of the seven (7) days' notice period if, in the Employer's
3 determination, the continued employment of the employee during the notice
4 period would jeopardize the good of the Employer. The Employer will
5 provide the reasons immediate action is necessary in the written notice.

6 **18.5** When disciplining an employee, the Employer will make a reasonable effort to
7 protect the privacy of the employee.

8 **18.6** When formal disciplinary action as defined in 1.1 is taken against an ALJ, the Chief
9 ALJ shall provide a disciplinary letter to the Employee, which states the reasons for
10 such action and the discipline issued. The parties agree this disciplinary letter shall
11 constitute the "written reasons" contemplated in [RCW 34.12.030\(4\)](#).

12 **18.7 Final Disposition**

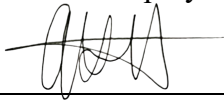
13 Any required reporting of disciplinary matters to the Washington State Bar
14 Association or any State's bar association where the employee is licensed shall be
15 limited to final disposition only unless otherwise required by law or the Rules of
16 Professional Conduct.

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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



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 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.

19.2 Terms and Requirements

A. Grievance Definition

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. The term “grievant” as used in this Article includes the term “grievants.”

B. Filing a Grievance

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

C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days, for purposes of this article and all articles within this agreement, are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a

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

4 D. Failure to Meet Timelines

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

9 E. Contents

10 The written grievance must include the following information:

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

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

24 F. Modifications

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

3 G. Resolution

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

7 H. Withdrawal

8 A grievance may be withdrawn at any time.

9 I. Resubmission

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

11 J. Pay

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

14 K. Group Grievances

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

17 L. Consolidation

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

20 M. Bypass

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

23 N. Grievance Files

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

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

O. Mentoring

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

19.3 Filing and Processing

A. Filing and Informal Resolution Period

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

B. Processing

Step 1 –Human Resources:

If the issue is not resolved informally, the Union may present a written grievance to the Human Resources Office within the twenty-eight (28) day period described above. The Human Resources Manager or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the grievance, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 2 – Chief Administrative Law Judge:

If the grievance is not resolved at Step 1, the Union may move it to Step 2 by filing it with the Chief Administrative Law Judge within fifteen (15) days of the Union's receipt of the Step 1 decision. The Chief ALJ or designee will meet or confer by telephone with a Union Representative and the grievant within fifteen (15) days of receipt of the appeal, and will respond in writing to the Union within fifteen (15) days after the meeting.

Step 3 – Pre-Arbitration Review Meetings or Mediation:

If the grievance is not resolved at Step 2, the Union may request either a pre-arbitration review meeting (PARM) or mediation, as follows.

A PARM may be requested by filing the written grievance including a copy of all previous responses and supporting documentation with the LR&CP at labor.relations@ofm.wa.gov with a copy to the AGO's Human Resource Office at OAHHR@OAH.WA.GOV within thirty (30) days of the Union's receipt of the Step 2 decision.

Within fifteen (15) days of the receipt of all the required information, the LRS will discuss with the Union whether a PARM will be scheduled with the LRS, an AGO representative, and the Union's staff representative to review and attempt to settle the dispute. If the parties are unable to reach agreement to conduct a meeting, the LRS will notify the Union in writing that no PARM will be scheduled. If the parties agree to conduct a meeting, within thirty (30) days of receipt of the request, a PARM will be scheduled. The meeting will be conducted at a mutually agreeable time.

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

ALTERNATIVELY:

If the grievance is not resolved at Step 2, the Union may file a request for mediation with PERC in accordance with [WAC 391-55-020](http://www.wa.gov/wac/391-55-020), with a copy to OFM Labor Relations & Compensation Policy Section (LR&CP) by filing the written grievance including a copy of all previous responses and supporting documentation with the LRS at labor.relations@ofm.wa.gov

1 with a copy to the OAH Human Resource Office at
2 OAHHR@OAH.WA.GOV within thirty (30) days of the Union's receipt of
3 the Step 2 decision.

4 The proceedings of the Mediation will not be reported or recorded in any
5 manner, except for agreements that may be reached by the parties during
6 the course of the meeting.

7 **Step 4 – Arbitration:**

8 If the grievance is not resolved at Step 3, or the LRS notifies the Union in
9 writing that no PARM will be scheduled, the Union may file a request for
10 arbitration. The demand to arbitrate the dispute must be filed with the
11 American Arbitration Association (AAA) within thirty (30) days of the
12 conclusion of the mediation session or PARM, or receipt of the notice that
13 no PARM will be scheduled.

14 C. Selecting an Arbitrator

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

18 D. Authority of the Arbitrator

19 1. The arbitrator will:

- 20 a. Have no authority to rule contrary to, add to, subtract from,
21 or modify any of the provisions of this Agreement;
- 22 b. Be limited in their decision to the grievance issue(s) set forth
23 in the original written grievance unless the parties agree to
24 modify it;
- 25 c. Have no authority to reinstate an employee who has been
26 terminated;

1 c. Not make any back wages award that provides an employee
2 with compensation for any period beyond the date of the
3 arbitration decision; and

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

7 e. Not have the authority to order the Employer to modify their
8 staffing levels.

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

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

19 E. Arbitration Costs

20 1. The expenses and fees of the arbitrator and the cost (if any) of the
21 hearing room will be borne by the non-prevailing party. In any
22 decision where relief is only granted in part, the expenses and fees
23 of the arbitrator will be shared equally by the parties.

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

- 1 3. If either party desires a record of the arbitration, a court reporter may
2 be used. If that party purchases a transcript, a copy will be provided
3 to the arbitrator free of charge. If the other party desires a copy of
4 the transcript, it will pay for half (1/2) of the costs of the fee for the
5 court reporter, the original transcript and a copy. Should the
6 Employer determine that the record of the arbitration is responsive
7 to a request pursuant to [RCW 42.56](#), it will provide a minimum of
8 ten (10) days notice to the Union and the grievant prior to release.
- 9 4. Each party is responsible for the costs of its staff representatives,
10 attorneys, and all other costs related to the development and
11 presentation of their case. Every effort will be made to avoid the
12 presentation of repetitive witnesses. The Union is responsible for
13 paying any travel or per diem expenses for its witnesses, the grievant
14 and the Union Representatives.
- 15 5. If, after the arbitrator issues the award, either party files a motion
16 with the arbitrator for reconsideration, the moving party will bear
17 the expenses and fees of the arbitrator.

18 **19.4 Vesting Clause**

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

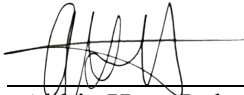
21 **19.5 Alternative Remedies**

22 An ALJ subject to discipline who elects an alternative remedy immediately forgoes
23 all rights to continue the grievance process described herein upon filing a petition
24 under [RCW 34.12.030\(4\)](#).

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 20
LAYOFF AND RECALL

20.1 Definition

Layoff is an Employer-initiated action, taken in accordance with [Section 21.3](#) 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.

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

20.3 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization.

20.4 The provisions of the layoff article does not apply to Pro Tem Administrative Law Judges. During a reduction in force of ALJs, Pro Tem ALJs will be removed from the schedule.

20.5 Voluntary Layoff, Leave without Pay or Reduction in Hours

A. The Chief or designee 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 on unpaid leave at the same time, the Chief or designee will determine who will be granted a leave without pay and/or reduction in hours based upon staffing needs.

B. The Chief or designee will allow an employee to volunteer to be laid off. Any volunteer for layoff shall have no formal or informal options. In those

1 situations where an employee has volunteered to be laid off, the Employer
2 will designate the separation of employment as a layoff for lack of work
3 and/or lack of funds.

- 4 C. If the appointing authority accepts the employee's voluntary request for
5 layoff, the employee will submit a non-revocable letter stating they are
6 accepting a voluntary layoff from state service.

7 **20.6 Temporary Reduction of Work Hours, Layoff – Employer Option**

- 8 A. The Employer may temporarily reduce the work hours of an employee to
9 no less than fifty percent of their normal hours per week due to an
10 unanticipated loss of funding, revenue shortfall, lack of work, shortage of
11 equipment, or other unexpected or unusual reasons. Employees will
12 normally receive notice of ten (10) ~~seven (7)~~ calendar days of a temporary
13 reduction of work hours. The notice will specify the nature and anticipated
14 duration of the temporary reduction.

- 15 B. The Employer may temporarily layoff an employee for up to ninety (90)
16 calendar days due to an unanticipated loss of funding, revenue shortfall,
17 lack of work, shortage of equipment, or other unexpected or unusual
18 reasons. Employees will normally receive notice of ten (10) ~~seven (7)~~
19 calendar days of a temporary layoff. The notice will specify the nature and
20 anticipated duration of the temporary layoff.

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

- 23 1. Be paid any leave balance if the layoff was due to the lack of funds,
24 2. Bump to any other position.

- 25 D. A temporary reduction of work hours or layoff will not affect an employee's
26 holiday compensation, annual increases or length of initial review period,

1 and the employee will continue to accrue vacation and sick leave credit at
2 their normal rate.

3 E. A temporary reduction of work hours or layoff being implemented as a
4 result of lack of work, shortage of equipment, or other unexpected or
5 unusual reason will be in accordance with the employee's agency seniority
6 as set out below. Time spent on temporary layoff is considered time in pay
7 status for the purposes of holiday compensation.

8 F. In advance of implementing a temporary reduction in work hours, the
9 Employer will, to the extent possible, investigate the availability of the
10 Washington State Employment Security Department's Shared Work
11 Program and consider participating in it.

12 **20.7 Layoff Units**

13 A The layoff unit is defined as the job class statewide.

14 **20.8 Formal Options**

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

- 17 1. A funded position, within their current job classification.
- 18 2. A funded filled position held by the least senior employee, within
19 their current job classification.
- 20 3. A funded vacant or filled position held by the least senior employee,
21 at the same or lower salary range as their current job classification.

22 Options will be provided in descending order of salary range and one (1)
23 progressively lower level at a time. Vacant positions will be offered prior to
24 filled positions.

25 B. For multi-employee layoffs, more than one (1) employee may be offered
26 the same funded, vacant or filled position. In this case, the most senior

employee will be appointed. Appointments will be made in descending order of seniority.

20.9 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.

20.10 Notification to Employees

A. Except for temporary reduction in work hours and temporary layoffs as provided in Section 21.6, employees will receive written notice at least twenty (20)~~fifteen (15)~~ calendar days before the effective layoff date. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice 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 21.6, if the Employer chooses to implement a layoff action without providing twenty (20)~~fifteen (15)~~ 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. If the seventh (7th) calendar day does not fall on a regularly scheduled work day for the employee, the next regularly scheduled work day is considered the seventh (7th) day for purposes of accepting or declining any option provided to them. This time period will run concurrent with the twenty (20)~~fifteen (15)~~ calendar days' notice provided by the Employer to the employee.

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

2 **20.11 Seniority**

3 The employees “Agency Seniority Date” is the first day of employment at OAH as
4 an Administrative Law Judge, in any capacity. The agency seniority date will not
5 be adjusted for periods of parental leave or approved FMLA. Ties will be broken
6 by total State government service, then by date first licensed as an attorney in any
7 State or territory. If an ALJ returns to OAH employment after a break in service of
8 no more than three (3) years, the Agency Seniority Date will be adjusted to account
9 for seniority accrued at the time of prior separation.

10 **20.12 Seniority List**

11 The Employer will prepare and post a Union seniority list. The list will be updated
12 annually, no later than December 31st, and will contain each permanent and non-
13 permanent employee’s name, job classification and seniority date. A copy of the
14 seniority list will be provided to the Union at the time of posting.

15 **~~20.13~~ 20.12 Recall**

16 The Employer will maintain a layoff list for the line or entry ALJ job classification
17 for which any laid off ALJ, no matter position, could be recalled from. Employees
18 who are laid off or have been notified that they are scheduled for layoff, may have
19 their name placed on the list. An employee will remain on the layoff lists for two
20 years from the effective date of the qualifying action and may request to be placed
21 on the layoff lists for which they qualify at any time within the two year period
22 from the effective date of the layoff.

23 When a vacancy occurs within OAH and when there are names on the layoff list
24 for that job classification, the Employer will fill the position in accordance with
25 Article 3, Hiring and Appointments. An employee will be removed from the layoff
26 list if they are certified from the list and waives the appointment to a position for
27 that job classification two (2) times. In addition, an employee’s name will be
28 removed from the layoff list upon retirement, resignation or dismissal.

29 **20.14 General Government Transition Pool Program**

1 Employees who are notified that they are at risk of being laid off or have been laid
2 off will be notified by the Employer, prior to being laid off, of their right to request
3 their names be placed into the General Government Transition Pool Program
4 administered by the Department of Enterprise Services. When a vacancy occurs
5 within an agency, the Employer will consider employees in the General
6 Government Transition Pool Program along with all other candidates, all of whom
7 must have the skills and abilities to perform the duties of a position being filled.

8 **20.15 Resources and Support**

9 In the event of a layoff, and in advance to the extent possible, the Employer will
10 provide a list of resources. Upon request, the Employer will provide support to
11 impacted employees, including but not limited to, assistance navigating the layoff
12 process, addressing benefits, leave, and payroll-related questions, providing access
13 to all available layoff lists the employee qualifies for, including the General
14 Government Transition Pool. The Union may also submit a list of resources to be
15 included with the information that is provided to employees.

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For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
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For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 21
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:

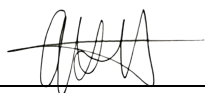
- A. Determine the Employer's functions, programs, organizational structure and use of technology;
- B. Determine the Employer's budget, size and composition of the Employer's workforce and the financial basis for layoffs, as well as the reasons employees will be laid-off;
- C. Direct and supervise employees, as appropriate for each employee's respective position;
- D. Take all necessary actions to carry out the mission of the Employer 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, to include flex and telework schedules;
- I. Establish work performance standards, which include, but are not limited to, the priority, quality and quantity of work;

- 1 J. Establish, allocate, reallocate or abolish positions, and determine the skills
2 and abilities necessary to perform the duties of such positions;
- 3 K. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer,
4 and temporarily or permanently lay off employees;
- 5 L. Determine, prioritize and assign or reassign work to be performed;
- 6 M. Determine training needs, mandatory training requirements, methods of
7 training and employees to be trained;
- 8 N. Discipline employees;
- 9 O. Determine the use of contract administrative law judges for specified
10 hearings and compensate them pursuant to [RCW 43.88](#), and direct the terms
11 of their engagement and termination of contracts;
- 12 P. Appoint, pursuant to [RCW 34.12.030](#), necessary administrative law judges
13 who have a demonstrated knowledge of administrative law and procedures
14 and shall fulfill the duties required by the enabling statute [RCW 34.12](#).

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Labor Negotiator

1 **ARTICLE 22**

2 **HEALTH CARE BENEFITS AMOUNTS**

3 **22.1** A. For benefits during the plan years beginning January 1, 2028 and January
4 1, 2029, For the 2025-2027 biennium, the Employer Medical Contribution
5 (EMC) will be an amount equal to eighty-five percent (85%) of the monthly
6 premium for the self-insured Uniform Medical Plan (UMP) Classic for each
7 bargaining unit employee eligible for insurance each month, as determined
8 by the Public Employees Benefits Board (PEBB). In no instance will the
9 employee contribution be less than two percent (2%) of the EMC per month.

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

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

16 C. Value-based benefits designs will:

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

21 D. Article 22.1 (B) and (C) will expire June 30, 202~~7~~⁹.

22 **22.2** The Employer will pay the entire premium costs for each bargaining unit
23 employee for dental, stand-alone vision, basic life, and any offered basic
24 long-term disability insurance coverage. If changes to the long-term
25 disability benefit structure occur during the life of this Agreement, the

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

3 **22.3 Wellness**

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

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

18 **22.4** The PEBB Program shall provide information on the Employer Sponsored
19 Insurance Premium Payment Program on its website and in an open enrollment
20 publication annually.

21 As of January 1, 2028, the SmartHealth program will no longer be offered, which
22 includes the wellness incentive and the SmartHealth online portal.

23 Employees who have met the eligibility requirements to receive a wellness
24 incentive by December 31, 2027, will still receive the wellness incentive in plan
25 year 2028.

26 Employees are not eligible to earn a wellness incentive as of January 1, 2028.

22.5 Flexible Spending Arrangement

A. During January 202~~6~~⁸ and again in January 202~~7~~⁹, the Employer will make available three hundred dollars (\$300) in a Flexible Spending Arrangement (FSA) account for each bargaining unit member represented by a Union in the Coalition described in RCW 41.80.020(3), who meets the criteria in Subsection 22.5 B below.

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

1. Is occupying a position that has an annual full-time equivalent base salary of sixty-eight thousand and four dollars (\$68,004.00) or less on November 1 of the year prior to the year the Employer FSA funds are being made available; and

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

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

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

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

ARTICLE 23
COMPENSATION

23.1 Administrative Law Judges General Service Pay Range Assignments

A. On July 1, 2025, each Administrative Law Judges (ALJs) covered by this agreement will be placed on the Administrative Law Judges Salary Schedule in Appendix A.

~~B. Effective July 1, 2025, all ranges and steps of the Administrative Law Judges Salary Schedule will be increased by three percent (3%) as shown in Appendix A.~~

~~C. Effective July 1, 2026, all ranges and steps of the Administrative Law Judges Salary Schedule will be increased by two percent (2%) as shown in Appendix B.~~

~~B.D.~~ Pro Tem ALJs will be placed on the salary schedule according to their OAH Hire Date or July 1, 2021 – whichever date is later, then progress through the steps on the salary schedule as indicated in Article 23.2.

~~E. Effective July 1st, 2025, bargaining unit members who are at Step L (the new Step 6 in the ALJ Salary Schedule) will be moved up one Step per full year they've been at Step L (new Step 6).~~

~~F. Each Line ALJ and Pro Tem Line ALJ will move into a step that is 2.5% higher than their salary on June 30th, 2025 for purposes of placing them on the Administrative Law Judges Salary Schedule.~~

23.2 Periodic Increases

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

A. The period increment date (PID) is based on the employee's initial date of hire with the Office of Administrative Hearings (OAH) as an

Administrative Law Judge. The PID date is twelve (12) months from the agency hire date.

B. Employees will receive a two (2) step increase to their base salary annually, on their periodic increment date, up to Step 6. Employees will receive a one (1) step increase to their base salary annually, on their periodic increment date, after they reach Step 6.

C. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with this section and 23.4 below.

23.3 Salary Adjustments

The Employer may adjust an employee's base salary within their salary range to address issues that are related to recruitment, retention, or other business-related reasons. Such an increase may not result in a salary increase greater than the top step of the range.

23.4 Adjustment for Change in Appointment

Employees appointed to a position with a higher salary range will be placed in the new range at a salary that is nearest to five percent (5%) higher than their previous base salary. The Chief may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

23.5 Part-Time Employment

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

23.6 King County Premium Pay

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

23.7 Salary Overpayment Recovery

A. When the 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 (1) 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 (1) of the three (3) options described above within the timeframe specified in the agency 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.

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

3 C. Appeal Rights

4 Any dispute concerning the occurrence or amount of the overpayment will
5 be resolved through the grievance procedure in [Article 19](#), Grievance
6 Procedure, of this Agreement.

7 **23.8 Bar Dues Payment**

8 A. All ALJs hired on or after July 1, 2023, shall be members in good standing
9 of the Washington State Bar Association, either as full members or judicial
10 status members. ALJ's will have one (1) calendar year following their date
11 of hire to become members of the Washington State Bar Association.

12 B. ALJ's have either the calendar year's judicial status dues or base dues for
13 full membership status dues, less the Keller deduction or any other section
14 dues, fees or optional amounts such as Washington State Bar Foundation
15 donations, paid for by the Employer. Permanent ALJs include ALJs who
16 are serving temporary appointments who have a return right to their former
17 permanent position.

18 C. ALJs employed by the agency as a pro tem as of January 31 each year are
19 eligible to have "judicial status" bar dues paid for by the Employer. If the
20 pro tem is not in "judicial status", then the Employer will not pay their bar
21 dues.

22 D. At the time of the request for bar dues payments, the ALJ must be a current
23 employee.

24 E. Bar dues request requirements will be in accordance with agency
25 policy/procedure.

26 F. Permanent ALJs hired prior to July 1, 2023 not currently licensed by the
27 Washington State Bar Association will have the one-time cost of

Washington State Bar Association reciprocity if they choose to join during the life of this CBA paid for by the Employer. Those who do not choose to join the Washington State Bar will not have their bar dues paid for by the Employer.

23.9 Professional Development Fund

The Employer will pay for professional development opportunities at the employee's option, up to five hundred dollars (\$500) per ALJ per biennium. Qualifying professional development opportunities must provide continuing legal education (CLE) credits and be approved by the ALJ's supervisor. If the cost of the professional development activity exceeds \$500, the ALJ may pay for the cost up front and be reimbursed for the \$500 paid for by the agency.

23.10 Dual Language Assignment Pay

Employees assigned to a position with dual language duties shall receive an additional five percent (5%) on top of their base salary.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 24
MAINTENANCE OF TERMS AND MANDATORY SUBJECTS

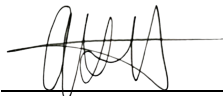
24.1 This Agreement supersedes specific provisions of OAH policies with which it conflicts; otherwise, employees remain subject to policies in effect during the term of this agreement. The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining.

24.2 During the negotiations of the Agreement, each party had the 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 under the law.

TENTATIVE AGREEMENT REACHED

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For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
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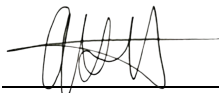
ARTICLE 25
SAVINGS CLAUSE

If any court 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



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 26
DURATION

26.1 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~~9~~⁷, unless modified under the terms of this Agreement.

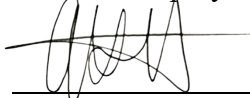
26.2 If this Agreement expires while negotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer ~~may unilaterally implement~~ will proceed according to law.

26.3 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



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 27
FAMILY AND MEDICAL LEAVE, PREGNANCY DISABILITY LEAVE,
PARENTAL LEAVE, AND PAID FAMILY AND MEDICAL LEAVE

27.1 FMLA

A. Consistent with the federal Family and Medical Leave Act of 1993 (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 in a twelve (12) month period for any one or more of the following reasons:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child;
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work;
3. Family medical leave to care for a spouse, son, daughter, or parent, who suffers from a serious health condition that requires on-site care or supervision by the employee.
4. Family medical leave for a qualifying exigency when the employee's spouse, state registered domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child of any age, or parent is on active duty or call to active duty status of the Reserves or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

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

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

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

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

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

22 D. The family medical leave entitlement period will be a rolling twelve (12)
23 month period measured forward from the date an employee begins family
24 medical leave. Each time an employee takes family medical leave during
25 the twelve (12) month period, the leave will be subtracted from the twelve
26 (12) weeks 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 family medical leave. The employee will be required to
4 pay their share of health insurance, life insurance and disability insurance
5 premiums.

6 F. The Employer has the authority to designate absences that meet the criteria
7 of the family medical leave. The use of any paid or unpaid leave (excluding
8 leave for a work-related illness or injury covered by workers' compensation
9 or assault benefits and compensatory time) for a family medical leave
10 qualifying event will run concurrently with, not in addition to, the use of the
11 family medical leave for that event. An employee has the option of using
12 some, or all of their paid leave for a family medical leave qualifying event,
13 but must follow the notice and certification requirements relating to family
14 medical leave usage in addition to any notice and certification requirements
15 relating to the use of paid leave.

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

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

25 I. Upon returning to work after the employee's own family medical leave-
26 qualifying illness, the employee may be required to provide a fitness for
27 duty certificate from a health care provider. Once the employee provides
28 the fitness for duty certification, the agency will not delay the return to work

1 while the agency seeks clarification and authentication from the employee's
2 health care provider.

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

7 **27.2 Parental Leave**

- 8 A. Parental leave will be granted to the employee for the purpose of bonding
9 with the employee's newborn, adoptive or foster child. Parental leave may
10 extend up to six (6) months, including time covered by the family medical
11 leave, during the first year after the child's birth or placement. Leave beyond
12 the period covered by family medical leave may only be denied by the
13 Employer due to operational necessity.

- 14 B. Parental leave may be a combination of the employee's accrued vacation
15 leave, sick leave, personal holiday, personal leave day, exchange time, or
16 leave without pay.

17 **27.3 Pregnancy Disability Leave**

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

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

1 **27.4 Washington State Paid Family and Medical Leave Program (PFML)**

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

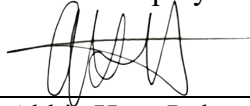
6 B. The employee will provide the Employer with not less than thirty (30) days'
7 notice before PFML is to begin when the need for leave is foreseeable. If
8 the need for the leave is unforeseeable thirty (30) days in advance, then the
9 employee will provide such notice as is reasonable and practicable.

10 C. The employee may use sick leave, personal holiday, exchange time,
11 personal leave day or vacation leave as a supplemental benefit while
12 receiving a partial wage replacement for paid family and/or medical leave
13 under the PFML. The employer may require verification that the employee
14 has been approved to receive benefits for paid family and/or medical leave
15 under Title 50A RCW before approving leave as a 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



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 28
LEAVE WITHOUT PAY

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

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

- A. Volunteer firefighting leave
- B. Domestic violence leave;
- C. Military leave;
- D. Military family leave;
- E. Holidays for a reason of faith or conscience;
- F. Family and Medical Leave;
- G. When an employee has a Family Care Emergency; and
- H. Compensable work-related injury or illness leave.

28.2 Leave without pay may be granted for other reasons approved by the Employer or as otherwise provided for in this Agreement.

28.3 Domestic Violence Leave

Unpaid and paid leave including intermittent leave will be granted to an employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking or a hate crime. Family members of a victim of domestic violence, sexual assault, ~~or~~ stalking or a hate crime will be granted unpaid or paid leave 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; parent, parent-in-law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave in accordance with [RCW 49.76](#).

28.4 Military Leave and Military Family Leave

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

1 reinstated as provided in [RCW 73.16](#) and applicable federal law. Employees called
2 to active military duty will continue to accrue seniority.

3 During a period of military conflict, an employee who is the spouse or registered
4 domestic partner of a member of the armed forces of the United States, national
5 guard, or reserves who has been notified of an impending call or order to active
6 duty, or has been deployed, is entitled to a total of 15 days of unpaid leave per
7 deployment after the military spouse or registered domestic partner has been
8 notified of an impending call or order to active duty and before deployment, or
9 when the military spouse or registered domestic partner is on leave from
10 deployment.

11 **28.5 Family Care Emergency**

12 An unforeseen event that may result in an employee's tardiness or absence in order
13 to resolve: the care of a minor/dependent child due to an unexpected absence of
14 regular care provider, unexpected closure of child's school, or unexpected need to
15 pick up child at school earlier than normal; or elder care emergencies such as the
16 unexpected absence of a regular care provider or unexpected closure of an assisted
17 living facility.

18 **28.6 Holidays for a Reason of Faith or Conscience**

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

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

27 B. The Employer will allow an employee to use exchange time, a personal
28 holiday, [personal leave day](#), or vacation leave in lieu of leave without pay.

1 All requests to use exchange time, a personal holiday or vacation leave must
2 indicate the leave is being used in lieu of leave without pay for a reason of
3 faith or conscience. An employee's personal holiday must be used in full
4 workday increments.

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

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

12 **28.7 Returning Employee Rights**

13 Employees returning from authorized leave without pay will be employed in the
14 same job classification and the same duty station, as determined by the Employer,
15 provided that such employment is not in conflict with other articles in this
16 Agreement. A written agreement between the employer and the employee may
17 identify other conditions.

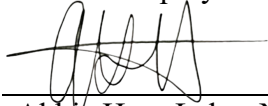
18 **28.8 Requests**

19 Requests for leave without pay will be submitted in accordance with Employer
20 policy and procedure.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/17/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE 29
SHARED LEAVE

The purpose of the Shared Leave program is to permit State employees, at no significantly increased cost to the state of providing annual leave, sick leave, or personal holidays, to come to the aid of a fellow state employee who is temporarily unable to work and may need to take leave without pay for a number of reasons enumerated below. The shared leave program has been established to assist in such circumstances. An employee is eligible to request participation in the shared leave program when the employee is entitled to accrue vacation leave, sick leave, or a personal holiday.

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

A. The receiving employee either:

1. Suffers from or has a relative or household member who suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
2. Has been called to service in the uniformed services;
3. Has the needed skills to assist in responding to an emergency or its aftermath and volunteers their services to either a government agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, a state of emergency has been declared anywhere within the United States by the federal government or any state government, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services;
4. Is a victim of domestic violence, sexual assault, or stalking;
5. Is taking parental or pregnancy disability leave;

1 6. Is a current member of the uniformed services or a veteran as
2 defined under [RCW 41.04.005](#), and is attending medical
3 appointments or treatments for a service-connected injury or
4 disability; or

5 7. Is a spouse of a current member for the uniformed services or a
6 veteran as defined under RCW 41.04.005, who is attending medical
7 appointments or treatments for a service-connected injury or
8 disability and requires assistance while attending appointments or
9 treatments.

10 B. The employee's Agency Head or designee determines that the employee
11 meets the criteria described in this Section. The Agency Head or designee
12 shall determine the amount of shared leave, if any, which an employee may
13 receive.

14 C. For work-related illness or injury, the employee has diligently pursued and
15 been found to be ineligible for benefits under [RCW 51.32](#).

16 D. The employee has abided by agency policies regarding the use of paid leave
17 as applicable.

18 E. The employee, if eligible, has used their allowed benefits under
19 Washington's Paid Family and Medical Leave program. This provision
20 does not apply when shared leave is used during parental leave.

21 **29.2** State employees may donate vacation leave, sick leave, or personal holidays to a
22 fellow state employee when:

23 A. The receiving employee is approved to receive shared leave under
24 [Subsection 29.1](#);

25 B. The illness, injury, impairment, condition, call to service, or emergency
26 volunteer service, consequence of domestic violence, sexual assault or

1 stalking, or parental or pregnancy disability leave, causes or is likely to
2 cause the receiving employee to:

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

5 C. The receiving employee has depleted or will shortly deplete their accrued
6 leave as applicable.

7 The employee can maintain up to forty (40) hours of vacation leave and up
8 to forty (40) hours of sick leave to qualify for shared leave under
9 Subsections 29.1 (A)(4) and (5) of this Article.

10 D. The receiving employee's absence and the use of shared leave are justified;

11 E. The Agency Head or designee permits the leave to be shared with an eligible
12 employee;

13 F. The donating employee may donate any amount of vacation leave, provided
14 the donation does not cause the employee's vacation leave balance to fall
15 below eighty (80) hours;

16 G. 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;

19 H. The donating employee may donate all or part of a personal holiday; and

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

25 **29.3** For purposes of the state leave sharing program, the following definitions apply:

- 1 1. “Employee” means any employee who is entitled to accrue sick leave or
2 vacation leave and for whom accurate leave records are maintained.
- 3 2. Employee's “relative” is limited to the employee's spouse, state registered
4 domestic partner as defined by [RCW 26.60.020](#) and [26.60.030](#), child,
5 stepchild, grandchild, grandparent, sibling, parent or stepparent.
- 6 3. “Household members” are defined as persons who reside in the same home
7 who have reciprocal duties to and do provide financial support for one
8 another. This term will include foster children and legal wards even if they
9 do not live in the household. The term does not include persons sharing the
10 same general house, when the living style is primarily that of a dormitory
11 or commune.
- 12 4. “Severe” or “extraordinary” condition is defined as serious or extreme or
13 life threatening.
- 14 5. “Service in the uniformed services” means the performance of duty on a
15 voluntary or involuntary basis in a uniformed service under competent
16 authority and includes active duty, active duty for training, initial active
17 duty for training, inactive duty training, fulltime national guard duty
18 including state-ordered active duty, and a period for which a person is
19 absent from a position of employment for the purpose of an examination to
20 determine the fitness of the person to perform any such duty.
- 21 6. “Uniformed services” means the armed forces, the army national guard, and
22 the air national guard of any state, territory, commonwealth, possession, or
23 district when engaged in active duty for training, inactive duty training, full-
24 time national guard duty, or state active duty, the commissioned corps of
25 the public health service, the coast guard, and any other category of persons
26 designated by the President of the United States in time of war or national
27 emergency.

1 7. “Domestic violence” means physical harm, bodily injury, assault, or the
2 infliction of fear of imminent physical harm, bodily injury, assault, or sexual
3 assault, or stalking as defined in [RCW 9A.46.110](#) of one intimate partner
4 by another intimate partner; or of one family or household member by
5 another family or household member as defined in [RCW26.50.010](#).

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

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

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

10 11. “Parental leave” means leave to bond and care for a newborn child after
11 birth or to bond and care for a child after placement adoption or foster care
12 for a period of up to sixteen (16) weeks after the birth or placement. If the
13 birth parent suffers from a pregnancy disability, the period of 16 weeks
14 begins immediately after the pregnancy disability has ended provided that
15 the parental leave is used within the first year of the child’s life.

16 12. “Pregnancy disability” means a pregnancy related medical condition or
17 miscarriage.

18 **29.4** An employee may use up to a maximum of five hundred twenty-two (522) days of
19 shared leave during State employment. The Employer may authorize leave in
20 excess of five hundred twenty-two (522) days in extraordinary circumstances for
21 an employee qualifying for the program because they are suffering from an illness,
22 injury, impairment or physical or mental condition which is of an extraordinary or
23 severe nature. A temporary employee who is eligible to use accrued leave or
24 personal holiday may not use shared leave beyond the termination date specified in
25 the temporary employee's appointment letter.

26 **29.5** The Agency Head or designee will require the employee to submit, prior to
27 approval or disapproval:

- 1 A. A medical certificate from a licensed physician or health care practitioner
- 2 verifying the severe or extraordinary nature and expected duration of the
- 3 condition;
- 4 B. A copy of the military orders verifying the employee's required absence;
- 5 C. Proof of acceptance of an employee's offer to volunteer for either a
- 6 governmental agency or a nonprofit organization during a declared state of
- 7 emergency;
- 8 D. Verification of the employee's status as a victim of domestic violence,
- 9 sexual assault or stalking; or
- 10 E. Verification of the birth, adoption or foster care placement of a child and/or
- 11 a medical certificate from a licensed physician or health care practitioner
- 12 verifying pregnancy disability.

13 **29.6** Any donated leave may only be used by the recipient for the purposes specified in
14 this Section.

15 **29.7** The receiving employee will be paid their regular rate of pay; therefore, one (1)
16 hour of shared leave may cover more or less than one (1) hour of the recipient's
17 salary. The calculation of the recipient's leave value will be in accordance with
18 Office of Financial Management policies, regulations, and procedures. The dollar
19 value of the leave is converted from the donor to the recipient. The leave received
20 will be coded as shared leave and be maintained separately from all other leave
21 balances.

22 **29.8** An employee receiving industrial insurance replacement benefits may not receive
23 greater than twenty-five percent (25%) of their base salary from the receipt of
24 shared leave.

25 **29.9** When shared leave is no longer needed or will not be needed at any future time in
26 connection with the original injury or illness or for any other qualifying condition

1 by the recipient, as determined by the Agency Head or designee, it will be returned
2 to the donor(s). Unused leave may not be returned until the conditions in [RCW](#)
3 [41.04.665](#)(10) are met. The shared leave remaining will be divided among the
4 donors on a prorated basis based on the original donated value and returned at its
5 original donor value and reinstated to each donor's appropriate leave balance. The
6 return will be prorated back based on the donor's original donation.

7 **29.10** If an employee has a need to use shared leave due to the same condition listed in
8 the previously approved request, the agency head or designee must approve a new
9 shared leave request for the employee.

10 **29.11** All donated leave must be given voluntarily. No employee will be coerced,
11 threatened, intimidated, or financially induced into donating leave for purposes of
12 this program.

13 **29.12** The Agency will maintain records which contain sufficient information to provide
14 for legislative review.

15 **29.13** An employee who uses leave that is transferred under this Article will not be
16 required to repay the value of the leave used.

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/14/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE XX
SICK LEAVE

XX.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.

XX.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 XX 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 B.2 above.

4. Grandparent means a parent, as defined in Subsection XX 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 XX 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).

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.

F. Preventative health care appointments of household members, up to one (1) day for each occurrence, when the employee attends the appointment, if arranged in advance with the Employer. A household member is defined as

1 persons who reside in the same household who have reciprocal duties to and
2 do provide financial support for one another. This term does not include
3 persons sharing the same house when the living style is primarily that of a
4 dormitory or commune.

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

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

10 I. Sick leave use for bereavement is limited to five (5) days, or more, if
11 approved by the Employer. This applies to the family member list as
12 identified in Subsection XX.2 B and below.

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

16 J. Leave for Family Military Leave as required by RCW 49.77 and in
17 accordance with Section 18.14, Military Family Leave.

18 K. Leave for Domestic Violence Leave as required by RCW 49.76.

19 L. To allow the employee to prepare for, or participate in, any judicial or
20 administrative immigration proceeding involving the employee or
21 employee's family member.

22 **XX.3 Use of Exchange Time, Vacation Leave, Personal Leave Day or Personal**
23 **Holiday for Sick Leave Purposes**

24 The Employer will allow an employee to use exchange time, personal holiday,
25 personal leave day or vacation leave for sick leave purposes. All exchange time,
26 personal holiday, personal leave day or vacation leave requests for sick leave

1 purposes will indicate that the exchange time, personal holiday, personal leave day
2 or vacation leave is being requested in lieu of sick leave. For full-time employees a
3 personal holiday or personal leave day must be used in full shift increments.

4 **XX.4 Sick Leave Reporting, Certification and Verification**

5 A. An employee must promptly notify their supervisor on the first day of sick
6 leave and each day after, unless there is mutual agreement to do otherwise.

7 B. Sick Leave Abuse

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

13 The Employer will not adopt or enforce any policy that counts the use of
14 sick leave for an authorized purpose as an absence that may lead to or result
15 in discipline. An authorized purpose is sick leave used in accordance with
16 the terms and conditions of this Agreement, Agency Policy and RCW
17 49.46.210. The Employer will not discriminate or retaliate against an
18 employee for the use of paid sick leave.

19 C. An employee returning to work after any sick leave absence may be
20 required to provide written certification from their health care provider that
21 the employee is able to return to work and perform the essential functions
22 of the job with or without reasonable accommodation.

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

1 **XX.5 Carry Forward and Transfer**

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

8 **XX.6 Sick Leave Annual Cash Out**

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

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

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

15 C. They notify OAH Human Resources by January 31 that they would like to
16 convert their sick leave hours earned during the previous calendar year,
17 minus any sick leave hours used during the previous year, to cash.

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

20 **XX.7 Sick Leave Cash Out for Retirement or Death**

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

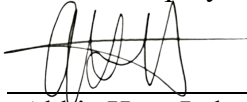
1 **XX.8 Reemployment**

2 Former state employees who are re-employed within five (5) years of leaving state
3 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



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE XY
VACATION LEAVE

XY.1 Employees will retain and carry forward any eligible and unused vacation leave that was accrued prior to the effective date of this Agreement.

XY.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.

XY.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 XY.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.

XY.4 Vacation Leave Accrual Rate Schedule

<u>Full Years of Service</u>	<u>Hours Per Year</u>
<u>During the first and second years of current continuous employment</u>	<u>One hundred twelve (112)</u>
<u>During the third year of current continuous employment</u>	<u>One hundred twenty (120)</u>
<u>During the fourth year of current continuous employment</u>	<u>One hundred twenty-eight (128)</u>
<u>During the fifth and sixth years of total employment</u>	<u>One hundred thirty-six (136)</u>

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

1

2 **XY.6 Vacation Scheduling for All Employees**

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

4 B. When considering requests for vacation leave, the Employer will take into
5 account the desires of the employee but may require that leave be taken at
6 a time convenient to the OAH.

7 C. Except as provided for in Sections XY.5 and XY.6, the Employer will
8 respond to employee vacation leave requests as soon as possible but, no
9 later than ten (10) calendar days from the date of the request. If the
10 Employer fails to respond within ten (10) calendar days, the employee may
11 notify the Human Resources Office.

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

XY.7 Family Care

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

XY.8 Military Family Leave

Employees may use vacation leave for leave as required by the Military Family Leave Act, RCW 49.77.

XY.9 Domestic Violence Leave

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

XY.10 Vacation Cancellation – Employer Initiated

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

XY.11 Vacation Leave Maximum

Employees may accumulate maximum vacation balances not to exceed the statutory limits in accordance with RCW 43.01.040 (currently two hundred-eighty

(280) hours). However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

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

B. An employee may also accumulate vacation leave days in excess of the statutory limit (currently two hundred-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.

XY.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

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

For the Employer

 9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

ARTICLE XY

EMPLOYEE RIGHTS

XY.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](#).

XY.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.

~~**XY.3 Approved Telework Location**~~

~~A. — Each bargaining unit employee will be assigned an approved telework location as per Article 7.~~

~~B. — The Employer will not change an employee's approved telework location for the sole purpose of eliminating their eligibility to receive premium pay (in accordance with [Article 23, Geographic Pay and King County Premium Pay](#)).~~

XY.5 Right to Representation

Upon request, employees will have the right to representation at all levels on any matter adversely affecting their conditions of employment. The exercise of this right will not unreasonably delay or postpone a

meeting. Except as otherwise specified in this Agreement, representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

XY.6 Attendance at Meetings

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

1. Investigatory interviews and pre-disciplinary meetings, in accordance with Article 18, Discipline, and
2. Informal grievance resolution meetings, grievance meetings, mediation sessions, alternative dispute resolution meetings and arbitration hearings scheduled in accordance with Article 19, Grievance Procedure. When an employee is subpoenaed as a witness on behalf of the Union in an arbitration case, the employee may appear, and their time will be considered general non-billable work time, provided the testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
3. Union Management Communication Committee Meetings, in accordance with Article 16.
4. Successor Agreement Negotiations, in accordance with Article 14.5.

XY.7 Workload

1. If an employee believes their workload is not achievable within the worktime authorized by the Employer, the employee may seek the assistance of their supervisor. The supervisor is responsible for providing the employee with direction and guidance that may include the setting of priorities, adjustment of work, or other actions that will assist the employee in the accomplishment of their work assignments.
2. If the employee still has workload concerns after discussion with their supervisor, the employee may raise these concerns with their supervisor's supervisor. If the workload concerns are similar across the work unit, the Union may raise these issues at the appropriate Union-Management Communications Committee under Article 16 of the parties' collective bargaining agreement. If the work unit still has workload concerns across the work unit, the Union may raise these issues with the Appointing Authority.
3. This Workload Subsection is not subject to the grievance procedure, however the employee may file a complaint with their Chief ALJ or designee if the employee's supervisor or supervisor's supervisor fails to discuss the employee's workload concerns with the employee.

XY.8 Statewide Exit Survey

The Employer will offer the Statewide Exit Survey to all employees who voluntarily leave their agency. Employees are encouraged but not required to take the survey.

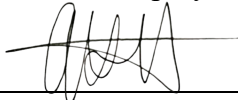
~~XY.9 Preservation of Adjudicatory Work and Due Process~~

~~_____The Employer recognizes that the adjudication of cases, including all functions~~
~~_____integral to decision making, is the exclusive and core work of bargaining unit~~
~~_____ALJs. The Employer agrees that the use of artificial intelligence (AI), algorithmic~~
~~_____decision making systems, or automated tools shall not replace, supplant, or~~
~~_____diminish the adjudicatory authority of ALJs or due process.~~

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator

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 8, Section 8.1.

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



9/16/2026

Abbie Hart, Senior Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin, Labor Negotiator
WFSE/AFSCME Council 28

I. MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON AND THE WASHINGTON STATE OFFICE OF
ADMINISTRATIVE HEARINGS
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES, COUNCIL 28

The parties to this Memorandum of Understanding 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. The parties agree to the following:

In accordance with Article 21, Management Rights, the use of technology is not a mandatory subject of bargaining and the employer retains management rights to determine the Employer's functions, programs, organization structure, and use of technology.

The Employer will not rely 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.

~~However~~Additionally, agencies will provide notice of their intent to implement any new GenAI systems or programs that will result in impacts to employee wages, hours, or working conditions for any employee(s) covered by this Agreement, to engage in impacts bargaining. New GenAI does not include existing systems, programs, or tools that add features and may be updated without prior notice, unless they will result in impacts to employee wages, hours, or working conditions for any employee(s) covered by this Agreement. Agencies will comply with any OFM Directives regarding notice on new GenAI technology and the notice requirements of Article 21.

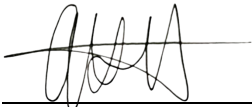
1 This MOU is not subject to the grievance procedure.

2 This MOU expires on June 29, 2029.

3

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

For the Employer

 9/17/2026

Abbie Hart, Lead Negotiator

OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin, Lead Negotiator

WA Federation of State Employees

4

SW MOU XXX MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES

Wage Reopener

The parties agree to reopen Article 23.1.C 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 23rd, 2027 and August 30th, 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 23 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.

Any agreement reached to modify wages for fiscal year 2029 under the terms of this MOU will be memorialized in a tentative agreement signed by the parties before October 1, 2027, and is subject to a determination of financial feasibility pursuant to RCW 41.80.010, to the Governor putting the request for funds in his request budget for fiscal year 2029, and to the Legislature approving the funds necessary to implement this MOU.

This MOU will expire on June 29, 2029.

Dated September 16, 2026

TENTATIVE AGREEMENT REACHED

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

For the Employer



9/16/2026

Abbie Hart, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Linda Emin
WFSE/AFSCME Council 28
Labor Negotiator