

AWAAG/WFSE Tentative Agreement Summary 2021-2023

Description	Summary
Preamble	Update: Adds that even though AAGs are exempt from chapter 41.06 RCW (civil service statute), we have been granted collective bargaining rights under chapter RCW 41.80 RCW.
Compensation	Progression through steps on the salary grid is PRESERVED. AAGs' annual increase date is modified so that the increase date is the initial hire date into an AAG position for all AAGs (not just those hired after July 1, 2020, as in previous CBA). Added provision for notice to the union if employer places a new hire at a step on the grid above their law school grad year placement. Also see Appendix B for updated years since law school graduation in the salary schedule.
Salary Schedule	Adjust years since law school graduation to reflect accurate time passed for duration of agreement
Budget Savings for Statutory October 1 Deadline	No general wage increases for either year of the biennium. One furlough day per month throughout the biennium (with the employer's right to implement an additional 6 furlough days), but with a clause to be able to reopen the contract to negotiate fewer furlough days if the budget outlook improves. MOU also includes a reopener clause to be able to bargain for a longevity step if the budget outlook allows, and for making Juneteenth a personal leave day.
Discipline	Strengthens the existing discipline procedure by establishing just cause for discipline. Provides access to the grievance process (Article 4) for employer disciplinary actions involving loss in pay, unpaid suspension, or demotion up to Step 2 (Chief Deputy or designee), reserving full grievance process with arbitration (Step 4) only for disciplinary actions resulting in termination.
Grievance Procedure	Modifies the existing grievance article by: 1) limiting the arbitrator's authority. Arbitrator cannot order reinstatement of an employee who has been terminated, and cannot make an award of back wages beyond the date of the arbitration decision (no future wages); 2) making arbitrator fees the responsibility of the non-prevailing party, but split by both parties if relief granted in part.
Layoff, Reduction in Hours, and Recall	New Article describing the process for permanent or temporary layoffs, as well as recall from layoff. AAG's could be laid off for a limited set of reasons, including lack of funds. An employee who is laid off may have "bumping rights," to move into a vacant position or a position held by a person with less seniority. Laid off employees are placed onto a recall roster and can be recalled to work in reverse order of seniority (more senior first) if positions open up. A person is removed from the recall roster after two years or after declining two offers to be recalled. The office may implement temporary layoffs in the form of reduced hours, furloughs, or a separation from employment for up to 30 days. Bumping and recall rights do not arise for temporary layoffs. Furloughs are capped at no more than 30 days a year.
Telework	This MOU controls and expands on current AGO Policy 1.52 and is grievable through Step 3 (pre-arbitration meetings); provides that Employee requests to telework shall not be unreasonably denied; Employer modification of an existing telework agreement requires 7 days' notice.
Diversity, Equity, and Inclusion	New MoU committing office to create an inclusive and diverse work environment. In recognition of the office's commitment, the AGO agrees to 1) participate in workgroups, roundtable discussions, DAC, and Affinity Groups shall be considered paid work time, 2) solicit input from the DAC, and 3) create a program with experts to train employees to provide rational equality facilitation and support AGO staff. Bargaining team requested a designated DEI professional to be hired by AGO to implement and facilitate workgroup discussions; however, given the budget shortage, a newly created position was not feasible.
Juvenile Litigation Workgroup	Renewed and updated; effective upon ratification- Appointment of up to four Union appointed representatives (Juvenile Litigation Workgroup) to meet twice yearly to review caseloads, trends, and problem solve. Juv Lit Group shall have interim meetings 30 days in advance of Juvenile Monitoring Meetings to discuss union ideas, suggestions, and topics for the Juvenile Monitoring Meeting.
Non-Discrimination	This new Article prohibits discrimination by either party (updated) to include the bases in the WLAD ch. 49.60 RCW, including because of participation or lack of participation in union activities; does not prevent the implementation of an affirmative action plan; and is grievable; but if internal complaint process also filed, internal process goes first.
Seniority	New article, defining the way seniority is calculated for purposes of the collective bargaining agreement (see layoff and recall article). For this limited purpose, seniority is defined as the total period a person is employed as an AAG. That period need not be consecutive, and it does not matter whether the person works full time or part time. Seniority is not reduced by any time the person was in paid or unpaid leave, including family medical leave. Military service veterans may be credited with up to 5 years of additional seniority based upon their military service. Note that this does not define seniority for other purposes, such as for retirement eligibility or benefits--this agreement does not change that.
Exchange Time	New Article defining criteria for Exchange Time. Establishes two types of awards. 1) Biannual awards- granted every six months for employees who work 15% or more over the available hours during the preceding six months. If you qualify, you are awarded as exchange time 20% of the extra hours. Example: if there were 1000 hours available in the six month period, and you worked 150 extra hours (15%), you would receive 30 hours of exchange time (150 x 20% = 30). 2) Immediate awards- division chiefs may also make immediate awards to recognize an attorney's extraordinary work that resulted in a peak workload over a discrete period of time, even if it doesn't result in 15% over six months.
Review Periods	New article establishing a probationary period of 12 months for new AAGs and for re-hired AAGs after a break in service. AAGs who are promoted will similarly serve a 12-month trial service period. Employees serving a trial service period can voluntarily revert to their previous position if the previous position has not been filled or an offer has not been made. An employee serving a trial service period also may voluntarily revert to a funded, vacant position for which they have the knowledge, skills, or abilities, at the discretion of the employer, but employee preference will be considered. If a promoted employee is not satisfactorily completing the trial service period, the employer can revert the employee to a position within the employee's previously held permanent job classification. If there are no reversion options, the employee will be separated.

Your bargaining team recommends a YES vote to accept this Tentative Agreement.