

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Recruitment and Application Process

Agencies will determine the recruitment process that will be utilized to fill positions. When recruiting for a bargaining unit position, the recruitment announcement will be posted for a minimum of seven (7) calendar days.

4.2 Permanent Status

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

4.3 Internal Movement – Permanent Employees

Prior to certifying candidates in accordance with [Article 3](#), Section 3.7, an Appointing Authority may grant an administrative transfer, voluntary demotion, or elevation within an agency as long as the permanent employee has the skills and abilities required to perform the duties of the position. Employees desiring a transfer, voluntary demotion or elevation will initiate a request in writing and Appointing Authorities will consider these individuals for an opening. Candidates interviewed will be notified of the hiring decision.

4.4 Types of Appointment

A. Non-Permanent

1. The Employer may make non-permanent appointments under the following circumstances:
 - a. _____ to fill in for the absence of a permanent employee;
 - b. _____ during a workload peak;
 - c. _____ while recruitment is being conducted;
 - d. _____ to reduce the possible effects of a layoff; ~~or~~

1 e. ~~for~~ paid internships; ~~or~~

2 f. staff development opportunities; or

3 g. Special Employment Programs within the Department of
4 Natural Resources.

5 2. Non-permanent appointments will not exceed eighteen (18) months
6 except when filling in for the absence of a permanent employee.
7 Special Employment Programs within the Department of Natural
8 Resources may, upon request, extend non-permanent appointments
9 to no more than twenty-four (24) months. A non-permanent
10 appointee must have the skills and abilities required for the position.

11 23. A permanent employee who accepts a non-permanent appointment
12 within an agency will have the right to return to their position in the
13 agency or to a position in the permanent classification the employee
14 left at the completion of the non-permanent appointment, provided,
15 that the employee has not left the original non-permanent
16 appointment, unless the original Appointing Authority agrees
17 otherwise. An employee with permanent status may accept a non-
18 permanent appointment to another agency. At least fourteen (14)
19 calendar days prior to accepting the appointment, the employee must
20 notify their current Appointing Authority of the intent to accept a
21 non-permanent appointment. Upon notification of the employee's
22 intent, the employee's permanent agency will notify the employee,
23 in writing, of any return rights to the agency and the duration of
24 those return rights. At a minimum, the agency must provide the
25 employee access to the agency's internal layoff list.

26 34. The Employer may convert a non-permanent appointment into a
27 permanent appointment if the Employer used a competitive process
28 pursuant to Section 4.1 to fill the non-permanent appointment. In
29 such circumstances, the employee may serve a probationary or trial

1 service period. The Employer must appoint an internal layoff
2 candidate with the required skills and abilities who has indicated an
3 appropriate geographic availability, if one exists, before converting
4 an employee from a non-permanent appointment to a permanent
5 appointment. Time spent in a non-permanent appointment may
6 count towards the probationary or trial service period for the
7 permanent position.

8 ~~45.~~ The Employer may end a non-permanent appointment at any time
9 by giving one (1) working day's notice to the employee.

10 B. On-Call Employment

11 The Employer may fill a position with an on-call appointment where the
12 work is intermittent in nature, is sporadic and it does not fit a particular
13 pattern. The Employer may end on-call employment at any time by giving
14 notice to the employee.

15 C. In-Training Appointment

16 1. The Employer may designate specific positions, groups of positions,
17 or all positions in a job classification or series as in-training. The
18 Employer will determine and document the training program,
19 including a description and length of the program. The in-training
20 plan must include:

- 21 a. The title of the goal class of the in-training plan;
- 22 b. The duties and responsibilities of the goal class;
- 23 c. The job classes that will be used to reach the goal class; and
- 24 d. The skills and abilities that must be acquired by the
25 employee while in-training to the goal class.

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

- 2 a. On-the job training;
- 3 b. Classroom or field instruction;
- 4 c. Courses conducted by an educational institution, vocational
5 school, or professional training organization; and/or
- 6 d. Written, oral and/or practical examinations(s).

7 Unless other staffing methods have been exhausted, positions with
8 primary responsibility for supervision will not be designated as in-
9 training positions.

10 2. A candidate who is initially hired into an in-training position must
11 successfully complete the job requirements of the appointment. The
12 Employer may separate from state service, any employee who has
13 completed the probationary period for an in-training appointment
14 but does not successfully complete the subsequent trial service
15 period(s) required by the in-training program. Employees who are
16 not successful may be separated at any time with one (1) working
17 day's written notice from the Employer. Within seven (7) days of
18 the effective date of a separation, the employee may request a review
19 of the separation by the Director or Secretary of the agency or
20 designee.

21 3. An employee with permanent status who accepts an in-training
22 appointment will serve a trial service period(s), depending on the
23 requirements of the in-training program. The trial service period and
24 in-training program will run concurrently. The Employer may revert
25 an employee who does not successfully complete the trial service
26 period(s) at any time with two (2) working days' notice. The

employee's reversion right will be to the job classification that the employee held permanent status in prior to their in-training appointment, in accordance with [Subsection 4.5 B](#) of this Article.

4. A trial service period may be required for each level of the in-training appointment, or the entire in-training appointment may be designated as the trial service period. The trial service period and in-training program will run concurrently. The Employer will determine the length of the trial service period(s) to be served by an employee in an in-training appointment; the trial service period may be adjusted during the course of the in-training plan; however, the cumulative total of the trial service period(s) for the entire in-training appointment will not exceed thirty-six (36) months unless mutually agreed to otherwise. The appointment letter will inform the employee of how the trial service period(s) will be applied during the in-training appointment.

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

6. If the entire in-training program (meaning all levels within the in-training appointment) is designated as a trial service period, the employee will attain permanent status in the goal classification upon successful completion of the training requirements and concurrent trial service period for the entire in-training program.

D. Project Employment

1. The Employer may appoint employees into project positions for which employment is contingent upon state, federal, local, grant, or

1 other special funding of specific and of time-limited duration. The
2 Employer will notify the employees, in writing, of the expected
3 ending date of the project employment.

- 4 2. Employees who have entered into project employment without
5 previously attaining permanent status will serve a probationary
6 period. Employees will gain permanent project status upon
7 successful completion of their probationary period.

8 Employees with permanent project status will serve a trial service
9 period when they:

- 10 a. Promote to another job classification within the project; or
11 b. Transfer or voluntarily demote within the project to another
12 job classification in which they have not attained permanent
13 status.

- 14 3. The Employer will consider project employees with permanent
15 project status for transfer, voluntary demotion, or promotion to non-
16 project positions. Employees will serve a trial service period upon
17 transfer, voluntary demotion, or promotion to a non-project position
18 in a job classification that the employees have not previously
19 attained permanent status in.

- 20 4. The Employer may convert a project appointment into a permanent
21 appointment if the Employer used a competitive process pursuant to
22 Section 4.1 to fill the project appointment. When the Employer
23 converts a project appointment into a permanent appointment, the
24 employee may be required to serve a probationary or trial service
25 period unless the employee has held the position for six (6) months
26 or more. Time spent in the project appointment may count towards
27 the probationary or trial service period for the permanent position.

1 The Employer must appoint an internal layoff candidate with the
2 required skills and abilities who has indicated an appropriate
3 geographic availability, if one exists, before converting an employee
4 from a project appointment to a permanent appointment.

5 5. The layoff and recall rights of project employees will be in
6 accordance with the provisions in [Article 35](#), Layoff and Recall.

7 E. Seasonal Career Employment

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

13 2. Upon completion of a six (6) or twelve (12) month probationary
14 period (in accordance with [Subsection 4.5](#) A below) completed in
15 consecutive seasons at the same agency, employees in seasonal
16 career employment will assume the rights of employees with
17 permanent status.

18 3. The layoff and recall rights of seasonal career employees will be in
19 accordance with the provisions in [Article 35](#), Layoff and Recall.

20 F. The termination of a non-permanent or on-call appointment is not subject
21 to the grievance procedure in [Article 30](#).

22 **4.5 Review Periods**

23 A. Probationary Period

24 1. Except for those employees in an in-training appointment, every
25 part-time and full-time employee, following an initial appointment

1 to a permanent position, will serve a probationary period of six (6)
2 months performing assigned duties; except that any class for which
3 the probationary period was twelve (12) months on July 1, 2014 and
4 certified employees at the Washington State Center for Deaf and
5 Hard of Hearing Youth (CDHY) and Washington State School for
6 the Blind (WSSB), will continue to have a twelve (12) month
7 probationary period. The Employer may extend the probationary
8 period for an individual employee or for all employees in a
9 classification, as long as the extension does not cause the total period
10 to exceed twelve (12) months unless the probationary period is
11 extended per Subsection 4.5 A.3. The Employer agrees to notify the
12 Union in writing when it intends to extend the probationary period
13 of an employee or for all employees in a classification beyond six
14 (6) months. If the extension is based on performance issues, the
15 employee will receive a performance improvement plan.

16 2. The Employer may separate a probationary employee at any time
17 during the probationary period, and such separation will not be
18 subject to the grievance procedure in [Article 30](#). The Employer must
19 give a minimum of one (1) calendar day's written notice prior to the
20 effective date of separation.

21 3. The Employer may extend an employee's probationary period, on a
22 day-for-a-day basis, for any day(s) that the employee is on leave
23 without pay or shared leave, except for leave taken for military
24 service or a temporary reduction of work hours under [Section 35.](#)
25 ~~76~~, Temporary Reduction of Work Hours or Layoff – Employer
26 Option.

27 4. An employee who transfers or is promoted prior to completing an
28 initial probationary period will serve a new probationary period. The
29 length of the new probationary period will be as in Subsection A.1

1 above, unless adjusted by the Appointing Authority for time already
2 served in probationary status. In no case, however, will the total
3 probationary period be less than six (6) consecutive months.

4 5. If the Employer converts the status of a non-permanent appointment
5 to a permanent appointment, the incumbent employee will serve a
6 probationary period. However, the Appointing Authority may credit
7 time worked in the non-permanent appointment toward completion
8 of the probationary period as defined in Subsection A.1 above.

9 6. With approval of the Employer, an employee who accepts a non-
10 permanent appointment to a higher level position in the same job
11 series while serving an initial probationary period, may resume their
12 probationary period and receive credit for time already served in
13 probationary status if they return to the same position that they
14 vacated.

15 B. Trial Service Period

16 1. Except for those employees in an in-training appointment, all other
17 employees with permanent status who are promoted, or who
18 voluntarily accept a transfer or demotion into a job classification for
19 which they have not previously attained permanent status, will serve
20 a trial service period of six (6) months performing assigned duties.
21 The Employer agrees to comply with the trial service period that the
22 Office of the State Human Resources Director has designated for
23 each classification. An employee moving to a different position
24 within the same job classification that requires different job skills
25 and abilities will serve a trial service period. The Employer may
26 extend the trial service period for an individual employee or for all
27 employees in the classification, as long as the extension does not
28 cause the total period to exceed twelve (12) months, on a case-by-

case basis, unless the trial service period is extended per Subsection 4.5 B.2. The Employer agrees to notify the Union in writing when it intends to extend the trial service period of an employee or for all employees in a classification beyond six (6) months.

2. Any employee serving a trial service period may have their trial service period extended, on a day-for-a-day basis, for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service or a temporary reduction of work hours under Section 35. 76, Temporary Reduction of Work Hours or Layoff – Employer Option.

3. An employee who is appointed to a different position prior to completing a trial service period will serve a new trial service period. The length of the new trial service period will be in accordance with Subsection 4.5 B.1, unless adjusted by the Appointing Authority for time already served in trial service status. In no case, however, will the total trial service period be less than six (6) consecutive months.

4. An employee serving a trial service period may voluntarily revert to their former permanent position within fifteen (15) days of the appointment, provided that the position has not been filled or an offer has not been made to an applicant. After fifteen (15) days, employees may revert to their former position with Employer approval.

5. With prior written notice by the Employer, all employees failing a trial service period or employees meeting the Section 41.14 Reversion definition may be offered an opportunity to revert to a position in the same agency, that is:

1 a. Vacant or filled by a probationary or non-permanent
2 employee and is within the trial service employee's
3 previously held job classification; or

4 b. Vacant or filled by a probationary or non-permanent
5 employee at or below the employee's previous salary range.

6 In either case, the employee being reverted must have the skills and
7 abilities required for the vacant position.

8 6. Any employee failing a trial service period who has no reversion
9 options may request that their name be placed on the agency's
10 internal layoff list and into the General Government Transition Pool
11 Program for positions in job classifications where they had
12 previously attained permanent status.

13 7. The reversion of employees who are unsuccessful during their trial
14 service period is not subject to the grievance procedure in [Article](#)
15 [30](#).

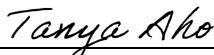
16 **4.6 Return-to-Work Initiative Program**

17 Benefits under this program will be applied in accordance with WAC [357-19-525](#)
18 through [535](#).

TENTATIVE AGREEMENT REACHED

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

For the Employer



Tanya Aho, Labor Relations Manager
OFM/SHR Labor Relations &
Compensation Policy Section

For the Union



Steve Sloniker, Contract Administrator
WPEA

