

ARTICLE 42
COMPENSATION

42.1 General Service Pay Range Assignments

- A. Effective July 1, 20~~24~~23, each classification represented by the Union will continue to be assigned to the same salary range of the “State General Service Salary Schedule Effective July 1, 20~~24~~22 through June 30, 2021” that it was assigned on June 30, 20~~24~~23, except as otherwise specifically provided for in this Article. Effective July 1, 20~~24~~23, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that they were assigned on June 30, 20~~24~~23, except as otherwise specifically provided for in this Article.
- B. Effective July 1, 20~~24~~23, all salary ranges and steps of the State General Service Salary Schedule Effective July 1, 20~~24~~23 through June 30, 20~~24~~24 will be increased by ~~three~~four percent (~~3~~4%),, as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 20~~24~~23.
- C. Effective July 1, 20~~24~~24, all salary ranges and steps of the General Service Salary Schedule Effective July 1, 20~~24~~24 through June 30, 20~~24~~25 will be increased by ~~two~~three percent (~~2~~3%), as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 20~~24~~24.
- D. Minimum Wages Determined by Local Ordinances
Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this Collective Bargaining Agreement, will be paid no less than the minimum wage directed by the local ordinance. The Employer will first consider the hourly wage of the employee’s base salary plus any applicable King County Premium Pay under Section 42.16.. If, after this consideration, the employee’s salary is still below the local ordinance minimum wage, the Employer will place the employee on a step in the assigned salary range that is equal to or higher than the minimum wage requirement of the local ordinance.
- E. State Minimum Wage
The Employer will implement any State of Washington minimum wage increase enacted during the term of this Agreement as mandated by the State.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections B and C, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

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G. Eighteen Dollars an Hour Starting Wage

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After B. above, effective July 1, 2025, salary ranges thirty (30) through thirty-four (34) of the General Service Salary Schedule will be eliminated and step A of the salary range 34 will be increased to eighteen dollars (\$18.00) per hour. Employees at salary ranges 33 and below will be assigned to a step in the new range 34 that is nearest to their new salary as of July 1, 2025, as shown in (Appendix # X)

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H. Compression and Inversion Adjustments for Eighteen Dollars an Hour Starting Wage

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After B. above, effective July 1, 2025, impacted job classifications will be increased to a higher salary range due to compression or inversion. (Appendix XX) identifies the impacted job classifications and the salary range for which they will be assigned. Employees will be assigned to a step in their new range that is nearest to their new salary as of July 1, 2025.

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42.2 “IT” Professional Structure Pay Range Assignments

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A. Effective July 1, 20~~25~~²³, Appendix K identifies the salary range and classification assignment for the IT Professional Structure (ITPS) Range Salary Schedule.

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B. Effective July 1, 20~~25~~²⁴, all salary ranges and steps of the “ITPS” Range Salary Schedule will be increased by ~~three-four~~ percent (~~34~~%) remain in effect until June 30, 20~~26~~²⁵ as shown in Appendix K. This salary schedule increase is based on the ITPS Range Salary Schedule in effect on June 30, 2023.

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C. Effective July 1, 20~~26~~²⁴, all salary ranges and steps of the “ITPS” Range Salary Schedule will be increased by ~~by two~~three percent (~~23~~%, as shown in Appendix L.

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D. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection B and C above will not receive

1 the specified increase to their current pay unless the new range encompasses
2 their current rate of pay.

3 E. Employees within the information technology professional structure
4 who are at the entry, journey, and senior/specialist levels designated as and
5 performing all duties of a supervisor, in accordance with WA 357-01-317,
6 must receive a five percent (5%) supervisory pay differential in addition to
7 the base salary as long as they meet the definition of supervisor.

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9 **42.3 Pay for Performing the Duties of a Higher Classification**

10 Employees who are temporarily assigned the full scope of duties and
11 responsibilities for more than fifteen (15) calendar days of a higher level
12 classification will be notified in writing and will be advanced to a step of the range
13 for the new class, that is nearest to five percent (5%) higher than the amount of the
14 pre-promotional step. The Employer may grant a higher salary increase as provided
15 in Subsection 42.7 C.

16 Time spent performing the duties of a higher classification in accordance with this
17 Section will not be eligible to be counted as time for reallocations in [Section 41.3](#).

18 **42.4 Establishing Salaries for New Employees and New Classifications**

19 The Employer will assign newly hired employees to the appropriate range and step
20 of the appropriate State Salary Schedules as described in [Appendices E, F, H, and](#)
21 [I](#).

22 **42.5 Periodic Increases**

23 ~~Periodic increases are provided as follows~~An employee's periodic increment date
24 (PID) will be set and remain the same for any period of continuous service in
25 accordance with the following:

26 A. Employees who are hired at the minimum step of the pay range will receive
27 a two (2) step increase to base salary following completion of six (6) months
28 of continuous service, and an additional two (2) step increase annually
29 thereafter, until they reach the top of the pay range.

30 B. Employees who are hired above the minimum step of the salary range will
31 receive a two (2) step increase to their base salary following completion of
32 twelve (12) months of continuous service, and an additional two (2) step
33 increase annually thereafter, until they reach the top of the pay range.

34 C. Employees in classes that have pay ranges shorter than a standard range will
35 receive their periodic increases at the same intervals as employees in classes
36 with standard ranges, in accordance with Subsections 42.5 A and B.

1 D. The effective date of the periodic increase will be the first day of the month
2 it is due.

3 E. ~~Employees hired before July 1, 2021 will retain their periodic increment~~
4 ~~date as of June 30, 2021. Employees who are moving to another position~~
5 ~~with a different salary range maximum will retain their periodic increment~~
6 ~~date and will continue to receive step increases in accordance with~~
7 ~~Subsections 42.5 A through C.~~

8 F. All employees will progress to Step M six (6) years after being assigned to
9 Step L in their permanent salary range. The Employer may increase an
10 employee's step to step M to address issues related to recruitment, retention
11 or other business needs.

12 **42.6 Salary Assignment Upon Promotion**

13 A. Employees promoted to a position in a class which salary range maximum
14 is less than fifteen percent (15%) higher than the salary range maximum of
15 the former class will be advanced to a step of the range for the new class
16 that is nearest to five percent (5%) higher than the amount of the pre-
17 promotional step.

18 B. Employees promoted to a position in a class which salary range maximum
19 is fifteen percent (15%) or more higher than the salary range maximum of
20 the former class will be advanced to a step of the range for the new class
21 that is nearest to ten percent (10%) higher than the amount of the pre-
22 promotional step.

23 C. Recruitment, Retention, other Business Needs or Geographic Adjustments

24 The Employer may authorize more than the step increases specified in
25 Subsections 42.5 A and B, when there are recruitment, retention, or other
26 business needs, as well as when the employee's promotion requires a
27 change of residence to another geographic area to be within a reasonable
28 commuting distance of the new place of work. Such an increase may not
29 result in a salary greater than the range maximum.

30 **42.7 Salary Adjustments**

31 The Employer may increase an employee's step within the salary range to address
32 issues related to recruitment, retention or other business needs. Such an increase
33 may not result in a salary greater than Step M of the range.

34 **42.8 Demotion**

35 An employee who voluntarily demotes to a position in a different job class with a
36 lower salary range will be placed in the new range at a salary equal to their previous
37 base salary. If the previous base salary exceeds the new range maximum, the
38 employee's base salary will be set equal to the new range maximum.

1 **42.9 Transfer**

2 A transfer is defined as an employee-initiated move from one (1) position to another
3 position within the college or district, in the same job class (regardless of assigned
4 range) or to a different job class with the same salary range. Transferred employees
5 will retain their previous base salary. If the previous base salary exceeds the new
6 range maximum, the employee’s base salary will be set equal to the new range
7 maximum.

8 **42.10 Reassignment**

9 Reassignment is defined as an Employer-initiated move of an employee within the
10 college or district from one (1) position to another in the same class or a different
11 class with the same salary range maximum. Upon reassignment, an employee
12 retains their current base salary.

13 **42.11 Reversion**

14 Reversion is defined as voluntary or involuntary movement of an employee during
15 the trial service period to the class in which the employee most recently held
16 permanent status, or movement to a class in the same or lower salary range. Upon
17 reversion, the base salary the employee was receiving prior to promotion will be
18 reinstated.

19 **42.12 Elevation**

20 Elevation is defined as restoring an employee to the higher classification, with
21 permanent status, which was held prior to being granted a demotion or to a class
22 that is between the current class and the class from which the employee was
23 demoted. Upon elevation, an employee’s salary will be determined in the same
24 manner that is provided for promotion in [Section 42.5](#).

25 **42.13 Part-Time Employment**

26 Monthly compensation for part-time employment will be pro-rated based on the
27 ratio of hours worked to hours required for full-time employment. In the alternative,
28 part-time employees may be paid the appropriate hourly rate for all hours worked.

29 **42.14 Callback**

30 A. When an overtime-eligible employee has left the institution grounds and is
31 called to return to the work station outside of regularly scheduled hours to
32 handle emergency situations that could not be anticipated, they will receive
33 three (3) hours penalty pay plus time actually worked. The penalty pay will
34 be compensated at the regular rate; time worked will be in accordance with
35 [Article 7](#), Hours of Work, and [Article 8](#), Overtime.

36 B. Time worked by an overtime-eligible employee immediately preceding the
37 regular shift does not constitute callback, provided time worked does not
38 exceed two (2) hours or notice of at least eight (8) hours has been given.

39 C. An employee who is receiving standby pay is not entitled to callback
40 penalty pay if required to return to work after departing the worksite or is

1 directed to report to duty prior to the starting time of their new scheduled
2 work shift.

3 **42.15 Shift Premium**

4 A. Shift premium for employees assigned to a shift in which a majority of time
5 worked daily or weekly is between 5:00 pm and 7:00 am will be two dollars
6 and fifty cents (\$2.50) per hour or four hundred and thirty five dollars
7 (\$435.00) per month.

8 B. Shift premium will be paid for the entire daily or weekly shift, which
9 qualifies under Subsection A. Shift premium may also be computed and
10 paid at the monthly rate for employees permanently assigned to a qualifying
11 afternoon or night shift.

12 C. An employee assigned to a shift that qualifies for shift premium pay will
13 receive the same shift premium for authorized periods of paid leave.

14 D. When an employee is regularly assigned to an afternoon or evening shift
15 that qualifies for shift premium, the employee will receive shift premium
16 pay during temporary assignment, not to exceed five (5) working days, to a
17 shift that does not qualify for shift premium.

18 **42.16 King County Premium Pay**

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

23 **42.17 Standby**

24 A. An overtime-eligible employee is in standby status while waiting to be
25 engaged to work by the Employer and both of the following conditions
26 exist:

27 1. The employee is required to be present at a specified location or is
28 immediately available to be contacted. The location may be the
29 employee's home or other specific location, but not a worksite away
30 from home.

31 2. The Employer requires the employee to be prepared to report
32 immediately for work if the need arises, although the need might not
33 arise.

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

35 C. Employees on standby status will be compensated at a rate of seven percent
36 (7%) of their hourly base salary for time spent in standby status.

1 **42.18 Relocation Compensation**

2 A. The Employer may authorize lump sum relocation compensation, within
3 existing budgetary resources, under the following conditions:

- 4 1. When it is reasonably necessary that a person make a domiciliary
5 move in accepting a reassignment or appointment; or
- 6 2. It is necessary to successfully recruit or retain a qualified candidate
7 or employee who will have to make a domiciliary move in order to
8 accept the position.

9 B. If the employee receiving the relocation payment terminates or causes
10 termination of their employment with the state within one (1) year of the
11 date of employment, the state will be entitled to reimbursement for the
12 moving costs which have been paid and may withhold such sum as
13 necessary from any amounts due the employee. Termination as a result of
14 layoff or disability separation will not require the employee to repay the
15 relocation compensation.

16 **42.19 Salary Overpayment Recovery**

17 A. When the Employer has determined that an employee has been overpaid
18 wages, the Employer will provide written notice to the employee that will
19 include the following items:

- 20 1. The amount of the overpayment;
21 2. The basis for the claim; and
22 3. The rights of the employee under the terms of this Agreement.

23 B. Method of Payback

24 The employee must choose one (1) of the following options for paying back
25 the overpayment:

- 26 1. Voluntary wage deduction;
27 2. Cash; or
28 3. Check.

29 The employee will have the option to repay the overpayment over a period
30 of time equal to the number of pay periods during which the overpayment
31 was made. The employee and the Employer may agree to make other
32 repayment arrangements. The payroll deduction to repay the overpayment
33 will not exceed five percent (5%) of the employee's disposable earnings in
34 a pay period. However, the Employer and the employee can agree to an
35 amount that is more than the five percent (5%).

36 If the employee fails to choose one (1) of the three (3) options described
37 within the timeframe specified in the institution's written notice of
38 overpayment, the institution will deduct the overpayment owed from the

1 employee's wages over a period equal to the number of pay periods during
2 which the overpayment was made.

3 Any overpayment amount still outstanding at separation of employment
4 will be deducted from the earnings of the final pay period.

5 The Employer agrees not to add interest to the overpayment amount.

6 C. Appeal Rights

7 Any dispute concerning the occurrence or amount of the overpayment will
8 be resolved through the grievance procedure in Article 30 of this
9 Agreement. No deduction shall be made from the employee's wages for the
10 duration of the grievance procedure, with the exception of those employees
11 who separate from the Employer during the pendency of the grievance
12 process.

13 **42.20 Special Pay Salary Ranges**

14 The OFM/State Human Resources designee may adopt special pay salary ranges or
15 percentages- for positions based upon pay practices found in private industry or
16 other governmental units. Special Pay is intended to be used as long as the skills,
17 duties or circumstances it is based on are in effect. Current special pay practices at
18 each institution will continue.

19 **42.21 Multilingual/Sign Language/Braille Premium Pay**

20 Whenever a classified position has a bona fide requirement for regular use of
21 competent skills in more than one (1) language, and/or sign language (AMESLAN),
22 and/or Braille, the Employer will authorize premium pay of two (2) ranges above
23 the level normally assigned for that position, except for those instances where the
24 position is allocated to a class that specifies these skills. For positions in IT
25 classifications, the Employer will authorize premium pay of five percent (5%)
26 above the level normally assigned for that position, except for those instances where
27 the position is allocated to a class that specifies these skills.

28 **42.22 Dependent Care Salary Reduction Plan**

29 The Employer agrees to maintain the current dependent care salary reduction plan
30 that allows eligible employees, covered by this Agreement, the option to participate
31 in a dependent care reimbursement program for work-related dependent care
32 expenses on a pre-tax basis as permitted by federal tax law or regulation.

33 **42.23 Pre-Tax Health Care Premiums**

34 The Employer agrees to provide eligible employees with the option to pay for the
35 employee portion of health premiums on a pre-tax basis as permitted by federal tax
36 law or regulation.

37 **42.24 Medical/Dental Expense Account**

38 The Employer agrees to continue to allow insurance eligible employees, covered
39 by the Agreement, to participate in a medical and dental expense reimbursement

1 program to cover co-payments, deductibles and other medical and dental expenses,
2 if employees have such costs, or expenses for services not covered by health or
3 dental insurance on a pre-tax basis as permitted by federal tax law or regulation.

4 **42.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

5 The Employer will have the discretion to participate in a Voluntary Separation
6 Incentive Program or a Voluntary Retirement Incentive Program, if such programs
7 are provided for in the 2021-2023 operating budget. Such participation must be in
8 accordance with the program guidelines. Program incentives or offering of such
9 incentives are not subject to the grievance procedure.

10 ~~42.26 One-Time Lump Sum Payment for Proof of Up-to-Date COVID-19~~
11 ~~Booster(s)~~

12 ~~A. Effective July 1, 2023, bargaining unit employees will be eligible to receive~~
13 ~~a one-time lump sum payment if they meet the following conditions:~~

14 ~~Employees who choose to be boosted, at a location of their choosing, and~~
15 ~~voluntarily provide their employer with proof of up-to-date COVID-19~~
16 ~~vaccination, to include any boosters recommended by the U.S. Centers for~~
17 ~~Disease Control (CDC) at the time proof is provided to the employer,~~
18 ~~between January 1, 2023, and December 31, 2023, shall receive a one~~
19 ~~thousand dollar (\$1000.00) one-time lump sum payment to be paid no~~
20 ~~earlier than July 25, 2023.~~

21 ~~B. The lump sum payment will be reflected in the employee's paycheck subject~~
22 ~~to all required state and federal withholdings and be provided as soon as~~
23 ~~practicable based upon their agency's Human Resources and/or payroll~~
24 ~~processes.~~

25 ~~1. Bargaining unit employees will only receive one lump sum payment~~
26 ~~regardless, if they occupy more than one position within State government.~~
27 ~~Eligibility for the lump sum payment will be:~~

28 ~~a. Based upon the position in which work was performed on the date the up-~~
29 ~~to-date status is verified; or~~

30 ~~b. If no work was performed on the date the up-to-date status is verified, then~~
31 ~~based on the position from which the employee receives the majority of~~
32 ~~compensation.~~

33 ~~3. Employees will receive the lump sum payment only once during their~~
34 ~~employment with the State or Higher Education, regardless of whether they~~
35 ~~hold multiple positions or are employed by multiple agencies between~~
36 ~~January 1, 2023 and December 31, 2023.~~

37 ~~4. Employees who are no longer employed on July 1, 2023 are not entitled to~~
38 ~~receive the lump sum.~~

1 **42.267 Specific Classification Range Increases-Recruitment, Retention,**
2 **Compression or Class Plan Maintenance**

3 Effective July 1, 2023, targeted job classifications were assigned to a higher salary
4 range due to documented recruitment or retention difficulties, compression or
5 inversion, or class plan maintenance. The associated increases shall be step for step.
6 Appendix M identifies the impacted job classification, the salary range increase and
7 effective date of the increase.


TENTATIVE AGREEMENT REACHED

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

For the Employer

For the Union

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

 9/16/24

Steve Sloniker,
Director of Contract Administration
WPEA