

**ARTICLE 41
COMPENSATION**

41.1 "General Service" Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the "General Service Salary Schedule Effective July 1, 2020 through June 30, 2021" that it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same step of the State Salary Schedule that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, all salary ranges and steps of the "General Service Salary Schedule" will remain status quo, using the July 1, 2020 through June 30, 2021 General Service Salary Schedule, as shown in Appendix B-1.
- C. Effective July 1, 2022, all salary ranges and steps of the "General Service Salary Schedule" will ~~remain status quo, using the July 1, 2020 through June 30, 2021 General Service Salary Schedule~~ be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix B-2. This salary increase is based on the "General Service" Salary Schedule in effect on June 30, 2022.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsection 41.1 C will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.2 "SP" Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the "SP Range Salary Schedule - Effective July 1, 2020 through June 30, 2021" as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same step of the "SP" Range Salary Schedule that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, all salary ranges and steps of the "SP" Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 "SP" Range Salary Schedule, as shown in Appendix C-1 (FY 22).
- C. Effective July 1, 2022, all salary ranges and steps of the "SP" Range Salary Schedule will ~~remain status quo, using the July 1, 2020 through June 30, 2021 "SP" Range Salary Schedule~~ be increased by three and

twenty-five hundredths percent (3.25%), as shown in Appendix C-2 (FY 23). This salary increase is based on the "SP" Salary Schedule in effect on June 30, 2022.

- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsection 41.2 C will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.3 "ITPS" Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the "Information Technology Professional Structure (ITPS) Range Salary Schedule – Effective July 1, 2020 through June 30, 2021" as it was assigned on June 30, 2021. Effective July 1, 2021, each employee will continue to be assigned to the same step of the "ITPS" Range Salary Schedule that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, all salary ranges and steps of the "ITPS" Range Salary Schedule will remain status quo, using the July 1, 2020 through June 30, 2021 ITPS Range Salary Schedule, as shown in Appendix G-1 (FY 22).
- C. Effective July 1, 2022, all salary ranges and steps of the "ITPS" Range Salary Schedule ~~will remain status quo, using the July 1, 2020 through June 30, 2021 "ITPS" Range Salary Schedule~~ be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix G-2 (FY 23). This salary increase is based on the "ITPS" Salary Schedule in effect on June 30, 2022.
- D. Employees who are paid above the maximum for their range on the effective date of the increases described in the preceding Subsection 41.3 C will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.4 "V" Pay Range Assignments

- A. Bargaining Units at the Center for Deaf and Hard of Hearing Youth (CDHY) and Washington State School for the Blind (WSSB) will receive any salary adjustments made to the professional salary schedule in accordance with RCW 72.40.028.
- B. Substitute teacher pay rates will be the same rate as the Vancouver School District.

Certificated staff may have their salary paid over a twelve (12) month period. Staff hired after the first scheduled day of school will receive a prorated salary, based on number of working days.

41.5 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 the King County premium pay (if applicable). If, after this consideration, the employee's salary is still below the local ordinance minimum wage, the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

41.6 Pay for Performing the Duties of a Higher Classification

- A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

41.7 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate state Salary Schedule.

41.8 Periodic Increases

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

- A. All employees' current periodic increment dates are retained.
- B. Employees who are hired on or after July 1, 2007, at the minimum step of their pay range will receive a two (2) step increase to base salary

following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

- C. Employees who are hired on or after July 1, 2007, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. 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 paragraphs A-C above.
- E. Except for Department of Natural Resources (DNR), seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.
- F. When a periodic increment date coincides with a promotional date, the periodic increment date will be applied first.
- G. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to Step M to address issues related to recruitment, retention or other business-related reasons.

41.9 Salary Increases to Enhance Recruitment or Address Retention

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.

41.10 Salary Assignment upon Promotion

- A. Employees promoted to a position in a class whose salary range maximum is less than fifteen percent (15%) higher than the salary range maximum of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of that salary range.
- B. Employees promoted to a position in a class whose salary range maximum is fifteen percent (15%) or more higher than the salary range maximum of

the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections A and B, above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. This increase is at the sole discretion of the Appointing Authority and is not subject to the grievance procedure as outlined in Article 30. Such an increase may not result in a salary greater than the range maximum.

41.11 Demotion

An employee who voluntarily demotes to another position 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, the employee's base salary will be set equal to the new range maximum.

41.12 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class (regardless of assigned range) or a different class with the same salary range. Transferred employees will retain their current base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

41.13 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains their current base salary.

41.14 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

41.15 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion, 41.10, above.

41.16 Part-Time Employment

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

41.17 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Subsection.
3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on

their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

41.18 Shift Premium

- A. For purposes of this Section, the following definitions apply:
 - 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
 - 2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-time employees who are regularly scheduled day shift employees whose regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
- C. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-time employees under the following circumstances:
 - 1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 - 2. A regularly scheduled day shift employee who is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 - 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- D. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
 - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m., as defined in Subsection 41.18 B above.

2. For assigned full evening or night shifts, as defined in Subsection 41.18 C above.
- E. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection 41.18 C.1 were applied.
- F. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated at the rate of one and one-half (1½) times the regular rate and the shift premium combined.
- G. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

41.19 Split Shift

When an employee's assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee will receive the premium rate set in the shift premium rate designated in Subsection 41.18 B. The provisions of Subsections 41.18 D, E and F will apply to employees working split shifts.

41.20 Standby

- A. An employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:
 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. Employees reporting to work while in standby status are not entitled to callback compensation as provided in Section 41.17.

- D. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- E. Overtime eligible employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- F. Overtime exempt employees will be compensated twenty-five dollars (\$25.00) for each day or portion thereof spent on standby status. A day is defined as a twenty-four (24) period beginning on the first hour an employee is assigned standby status.
- G. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

41.21 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions:
 - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
 - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of their employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs that have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

41.22 Salary Overpayment Recovery

- A. When an agency has determined that an employee has been overpaid wages, the agency will make the necessary corrections going forward and will provide written notice to the employee, which will include the following items:
 - 1. The amount of overpayment to be repaid;
 - 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; or
 - c. Check.
2. The employee will 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.
3. If the employee fails to choose one (1) of the three (3) options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery shall take place over a period of time equal to the number of pay periods during which the overpayment was made.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30 of this Agreement. Concurrent with the Union filing a grievance, the Employer, upon written request from the Union, will suspend the recovery of the overpayment until such time a determination regarding the overpayment issue has been reached through the grievance process.

Any overpayment amount still outstanding at separation of employment will be deducted from the employee's final pay.

41.23 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

- A. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.
- B. Classes approved for assignment pay are identified in Appendix D.

41.24 Dependent Care Salary Reduction Plan

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

41.25 Pre-tax Health Care Premiums

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

41.26 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

41.27 Voluntary Separation Incentives – Voluntary Retirement Incentives

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

41.28 Fire Duty Compensation – Department of Natural Resources

A. Compensation for Typical Fire Suppression Duties:

Department of Natural Resources (DNR) employees performing fire suppression duties or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system an employee's work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.
2. For those hours worked under the incident command system, two dollars (\$2.00)* is added to an employee's regular rate in lieu of all other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift

differential, assignment pay and schedule change, and pay for rest periods less than five (5) hours.

Employees will be paid at one and one-half (1½) times the sum of their regular hourly rate plus two dollars (\$2.00)* for those hours worked in excess of forty (40) hours in a workweek as a result of wildfire suppression and/or other emergency duties performed under the incident command system. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusion specified in Section 7.1.D of Article 7, Overtime.

*Note: If any other labor organization representing DNR employees negotiates the same practice but at an amount greater than two dollars (\$2.00), then this amount will be increased to equal the greater amount.

B. Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp, employees will be considered on twenty-four (24) hour duty. Pursuant to the Fair Labor Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are: a hot catered meal (hot can or Alaska fresh food box); adequate sleeping facilities (this means a sleeping bag and tent); and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the agency meets its obligation.

C. Article 20, "Wildfire Suppression and Other Emergency Duty," sets forth additional provisions pertaining to fire duty.

41.29 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.

41.30 Lump Sum

- A. Effective July 1, 2022, a bargaining unit employee will receive a lump sum amount as shown in Subsection 41.30 B, who:
1. Is hired on or before July 1, 2022.
 2. Is occupying a position that has an annual full-time equivalent base salary of less than ninety-nine thousand dollars (\$99,000) on June 30, 2022.
 3. Base salary excludes overtime, shift differential, assignment pay, and all other premiums or payments.
 4. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).
- B. On the July 25, 2022 paycheck, the Employer will make payments to bargaining unit employees that correspond to the annual full-time equivalent base salary as described in Subsection 41.30 A.2.

<u>Annual Full-time Salary Equivalent</u>		<u>Maximum Lump Sum Payment Amount</u>
<u>Greater than or Equal to</u>	<u>Less than</u>	
<u>\$28,584</u>	<u>\$47,331</u>	<u>\$2,500.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$1,875.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,250.00</u>
<u>\$81,777</u>	<u>\$99,000</u>	<u>\$625.00</u>
<u>\$99,000</u>		<u>\$0.00</u>

1. Bargaining unit employees who occupy more than one position will receive only one lump sum payment. Eligibility for the lump sum payment will be:
 - a. Based upon the position in which work was performed on July 1, 2022; or
 - b. If no work was performed on July 1, 2022, then based on the position from which the employee receives the majority of compensation.

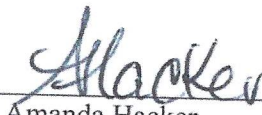
2. The amount for the lump sum payment for part-time employees will be proportionate to the number of hours the part-time employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment.

TENTATIVE AGREEMENT REACHED

For the State/Employer:

 10/1/21
Valerie Inforzato
OFM Labor Negotiator Date

For the Union:

 9/30/21
Amanda Hacker
WPEA
Contract Administration
Director Date