

1 **ARTICLE 42**
2 **COMPENSATION**

3 **42.1 General Service Pay Range Assignments**

4 A. Effective July 1, 2021, each classification represented by the Union will
5 continue to be assigned to the same salary range of the “General Service
6 Salary Schedule it was assigned on June 30, 2021.

7 B. Effective July 1, 2021, each employee will continue to be assigned to the
8 same range and step of the General Service Salary Schedule they were
9 assigned on June 30, 2021.

10 C. Effective July 1, 2021, all ranges and steps of the General Service Salary
11 Schedule effective July 1, 2019 through June 20, 2021 will remain in effect
12 until June 30, ~~2023~~2022 as shown in Appendix E.

13 D. Effective July 1, 2022, all ranges and steps of the General Service Salary
14 Schedule will be increased by three and twenty-five hundredths percent
15 (3.25%), as shown in Appendix F. This salary increase is based on the
16 General Service Salary Schedule in effect on June 30, 2022.

17
18 DE. Minimum Wages Determined by Local Ordinances
19 Any employee who has a permanent assigned duty station within a local
20 jurisdiction which has passed an ordinance establishing a minimum wage
21 higher than the minimum wage established in this collective bargaining
22 agreement, will be paid no less than the minimum wage directed by the local
23 ordinance. The employer will first consider the hourly wage of the
24 employee’s base salary plus the King County Premium pay (if applicable).
25 If, after this consideration, the employee’s salary is still below the local
26 ordinance minimum wage the employee will be placed on a step in the
27 assigned salary range that is equal to or higher than the wage requirement
28 of the local ordinance.

1 F. Employees who are paid above the maximum for their range on the effective
2 date of the increases described in Subsection D, above will not receive the
3 specified increase to their current pay unless the new range encompasses
4 their current rate of pay.

5
6 E.G. Longevity Increase

7 All employees will progress to step M six (6) years after being assigned to step L
8 in their permanent salary range.

9
10 F.H. All employees earning a salary that is less than or equal to the state
11 minimum wage will have their salaries adjusted in accordance with the state
12 minimum wage act.

13 **42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or**
14 **Inversion – Inequities**

15 A. Effective July 1, 2021, each classification represented by the Union and
16 listed in Appendix P will continue to be assigned to the same salary range
17 of the “GS1” Salary Schedule it was assigned on June 30, 2021.

18 B. Effective July 1, 2021, each employee will continue to be assigned to the
19 same range and step of the “GS1” Salary Schedule they were assigned on
20 June 30, 2021.

21 C. Effective July 1, 2021, all ranges and steps of the “GS1” Salary Schedule
22 will, remain in effect until June 30, ~~2023~~ 2022 as shown in Appendix I.

23 D Effective July 1, 2022, all ranges and steps of the “GS1” Salary Schedule
24 will be increased by three and twenty-five hundredths percent (3.25%), as
25 shown in Appendix I. This salary increase is based on the “GS1” Salary
26 Schedule in effect on June 30, 2022

1 E. Employees who are paid above the maximum for their range on the effective
2 date of the increases described in Subsection D ~~and E~~ above will not receive
3 the specified increase to their current pay unless the new range encompasses
4 their current rate of pay.

5 F.- Longevity Increase

6 All employees will progress to step M six (6) years after being assigned to step L
7 in their permanent salary range.

8 **42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or**
9 **Inversion -- Inequities**

10 A. Effective July 1, 2021, each classification represented by the Union will
11 continue to be assigned to the same step of the “N1” Range Salary Schedule
12 that they were assigned on June 30, 2019.

13 B. Effective July 1, 2021, each employee will continue to be assigned to the
14 same range and step of the “N1” salary schedule they were assigned on June
15 30, 2019.

16 C. Effective July 1, 2021, all salary ranges and steps of the “N1” Salary
17 Schedule will remain in effect until June 30, ~~2023~~—2022 as shown in
18 Appendix K.

19 D. Effective July 1, 2022, all salary ranges and steps of the “N1” Salary
20 Schedule will be increased by three and twenty-five hundredths percent
21 (3.25%), as shown in Appendix K. This salary increase is based on the “N1”
22 Salary Schedule in effect on June 30, 2022.

23 E. Employees who are paid above the maximum for their range on the effective
24 date of the increases described in Subsection D above, will not receive the
25 specified increase to their current pay unless the new range encompasses
26 their current rate of pay.

1 D.F. Step U

2 Step U will be designated as twenty-six (26) years of experience and employees
3 will advance to step U in accordance with Section 42.8, Periodic Increases.

4
5 **42.4 “CC” Pay Range Assignments**

6 A. Effective July 1, 2021, each classification represented by the Union and
7 listed in Appendix P will continue to be assigned to the same salary range
8 of the “CC” Range Salary Schedule it was assigned on June 30, 2021.

9 B. Effective July 1, 2021, each employee will continue to be assigned to the
10 same range and step of the “CC” Range Salary Schedule that they were
11 assigned on June 30, 2021.

12 C. Effective July 1, 2021, all salary ranges and steps of the “CC” Range Salary
13 Schedule will remain in effect until June 30, 2023 as shown in Appendix
14 M. F.

15 D. Effective July 1, 2022, all salary ranges and steps of the “CC” Range Salary
16 Schedule will be increased by three and twenty-five hundredths percent
17 (3.25%), as shown in Appendix M. This salary increase is based on the
18 “CC” Range Salary Schedule in effect on June 30, 2022.

19 F. Employees who are paid above the maximum for their range on the effective
20 date of the increases described in Subsection D above will not receive the
21 specified increase to their current pay unless the new range encompasses
22 their current rate of pay.

23 D.G. Longevity Increase

24 All employees will progress to step M six (6) years after being assigned to step L
25 in their permanent salary range.
26

1 **42.5 “IT” Professional Structure Pay Range Assignments**

2 A. Effective July 1, 2021, Appendix T identifies the salary range and
3 classification assignment.

4 B Effective July 1, 2021, all salary ranges and steps of the “IT” Range Salary
5 Schedule will remain in effect until June 30, ~~2023~~2022 as shown in
6 Appendix U.

7 C. Effective July 1, 2022, all salary ranges and steps of the “IT” Range Salary
8 Schedule will be increased by three and twenty-five hundredths percent
9 (3.25%), as shown in Appendix U.

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

14
15 **42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties**
16 **and Responsibilities – Inequities**

17 Effective July 1, 2019, targeted job classifications were assigned to a higher salary
18 range due to documented recruitment or retention difficulties, compression or
19 inversion, higher level duties and responsibilities or inequities. Appendix S
20 identifies the impacted job classifications, the effective dates and the salary range
21 for which they were assigned.

22 **42.7 Pay for Performing the Duties of a Higher Classification**

23 A. Employees who are temporarily assigned the full scope of duties and
24 responsibilities for more than thirty (30) calendar days to a higher-level
25 classification whose salary range maximum is less than fifteen percent
26 (15%) higher than the salary range maximum of the former class will be
27 notified in writing and will be advanced to a step of the range for the new

1 class that is nearest to five percent (5%) higher than the amount of the pre-
2 promotional step. The increase will become effective on the first day the
3 employee was performing the higher-level duties.

4 B. Employees who are temporarily assigned the full scope of duties and
5 responsibilities for more than thirty (30) calendar days to a higher-level
6 classification whose salary range maximum is fifteen percent (15%) or more
7 higher than the salary range maximum of the former class will be notified
8 in writing and will be advanced to a step of the range for the new class that
9 is nearest to ten percent (10%) higher than the amount of the pre-
10 promotional step. The increase will become effective on the first day the
11 employee was performing the higher-level duties.

12 C. In an emergent situation in the absence of an Attendant Counselor 2 or
13 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
14 of a shift charge, they will be compensated as an Attendant Counselor 2
15 relief shift charge for that shift.

16 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for
17 filling behind an Attendant Counselor 3 in the event of absences, exclusive
18 of annual leave, for fifteen (15) workdays in a calendar month. Payment at
19 the Attendant Counselor 3 rate will begin on the 16th day of the Attendant
20 Counselor 3 absence.

21 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the
22 Psychiatric Security Attendant (PSA) rate of pay when working in a PSA
23 post, unless it was the result of a shift exchange in accordance with [Article](#)
24 [6.17](#). Employees compensated in accordance with this section will be paid
25 at the same step in the PSA salary that they are currently assigned to at the
26 MHT salary range.

27 F. Department of Transportation – Maintenance Bargaining Unit – Winter
28 Shift Upgrades

1 The Employer will calculate all previous non-permanent appointment time
2 to adjust the salary step, to include a two (2) step increase for every
3 accumulated twelve (12) months, until they reach the top of the pay range.
4 During the temporary upgrade the PID increases may be temporarily
5 deferred until the employee returns to their permanent position.

6 **42.8 Establishing Salaries for New Employees and New Classifications**

7 The Employer will assign newly hired employees to the appropriate range and step
8 of the appropriate State Salary Schedules as described in [Sections 42.1, 42.2 42.3](#)
9 [and 42.4](#), above.

10 A. The salary of employees in classes requiring licensure, as a registered nurse
11 or physicians assistant, certified (PA-C) will be governed by the “N1”
12 Range Salary Schedule.

13 B. An employee’s experience as a registered nurse (RN), physicians assistant,
14 certified (PA-C) and/or licensed practical nurse (LPN), calculated as
15 follows, will determine the placement of an employee on the proper step
16 within an “N1” range:

- 17 1. RN and PA-C experience will be credited year for year.
- 18 2. Up to ten (10) years LPN experience will be credited at the rate of
19 two (2) years LPN experience equals one (1) year of RN or PA
20 experience, for a maximum credit of five (5) years.

21 **42.9 Periodic Increases**

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

24 A. Employees will receive a two (2) step increase to base salary annually, on
25 their periodic increment date, until they reach the top step of the pay range.

- 1 B. Employees who are hired at the minimum step of their pay range will
2 receive a two (2) step increase to base salary following completion of six
3 (6) months of continuous service and the date they receive that increase will
4 be the employee’s periodic increment date. Thereafter, employees will
5 receive a two (2) step increase annually, on their periodic increment date,
6 until they reach the top of the pay range.
- 7 C. Employees who are hired above the minimum step of the pay range will
8 receive a two (2) step increase to base salary following completion of twelve
9 (12) months of continuous service and the date they receive that increase
10 will be the employee’s periodic increment date. Thereafter, employees will
11 receive a two (2) step increase annually, on their periodic increment date,
12 until they reach the top of the pay range.
- 13 D. Employees governed by the “N1” range salary schedule that have reached
14 Step K, will receive a one (1) step increase based on years of experience up
15 to the maximum of the range.
- 16 E. Employees who are appointed to another position with a different salary
17 range maximum will retain their periodic increment date and will receive
18 step increases in accordance with [Subsections 42.9](#) A through C.
- 19 F. Seasonal career/cyclic employees periodic increment dates will be adjusted
20 for time not worked.
- 21 G. Department of Transportation – Maintenance Bargaining Unit – Winter
22 Shift Upgrades
23 The Employer will calculate all previous non-permanent appointment time
24 to adjust the salary step, to include a two (2) step increase for every
25 accumulated twelve (12) months, until they reach the top of the pay range.
26 During the temporary upgrade the PID increases may be temporarily
27 deferred until the employee returns to their permanent position.

1 **42.10 Salary Assignment Upon Promotion**

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

9 B. Employees promoted to a position in a class whose salary range maximum
10 is fifteen percent (15%) or more higher than the salary range maximum of
11 the former class will be advanced to a step of the range for the new class
12 that is nearest to ten percent (10%) higher than the amount of the pre-
13 promotional step. The Appointing Authority may approve an increase
14 beyond this minimum requirement, not to exceed the maximum of the salary
15 range.

16 C. Geographic Adjustments

17 The Appointing Authority may authorize more than the step increases
18 specified in [Subsections 42.9](#) A and B, when an employee's promotion
19 requires a change of residence to another geographic area to be within a
20 reasonable commuting distance of the new place of work. Such an increase
21 may not result in a salary greater than the range maximum.

22 D. Promotions for Registered Nurses or Physicians Assistants

23 1. Promotional increases for classes requiring licensure as a registered
24 nurse (RN) or physicians assistant, certified (PA-C) ("N" ranges)
25 are calculated in the manner described below.

26 2. An employee who is promoted into or between classes which have
27 pay range "N" will advance to the step in the new range, as shown
28 in the "N1" Range Salary Schedule, as described in [Section 42.3](#),
29 which represents the greater of (a), (b) or (c) below.

1 a. Placement on the step which coincides with the employee's
2 total length of experience as a registered nurse (RN),
3 physicians assistant, certified (PA-C) and/or licensed
4 practical nurse (LPN). Experience will be credited as
5 follows:

6 i. RN and PA-C experience will be credited year for
7 year.

8 ii. Up to ten (10) years LPN experience will be credited
9 at the rate of two (2) years LPN experience equals
10 one (1) year of RN or PA-C experience, for a
11 maximum credit of five (5) years.

12 Or

13 b. Placement on the step of the new range that is nearest to a
14 minimum of five percent (5%) higher than the amount of the
15 pre-promotional step. The Appointing Authority may
16 authorize more than a five percent (5%) increase, but the
17 amount must be on a step within the salary range for the
18 class.

19 Or

20 c. The Appointing Authority will advance an employee who is
21 promoted under any one or more of the following conditions
22 to the step of the range for the new class that is nearest to a
23 minimum of ten percent (10%) higher than the amount of the
24 pre-promotional step. The Appointing Authority may
25 authorize more than a ten percent (10%) increase, but the
26 amount must be on a step within the salary range for the
27 class:

- 1 i. When the employee is promoted to a class whose
2 base range is six (6) or more ranges higher than the
3 base range of the employee's former class;
- 4 ii. When the employee is promoted over an intervening
5 class in the same class series;
- 6 iii. When the employee is promoted from one (1) class
7 series to a higher class in a different series and over
8 an intervening class in the new series, which would
9 have represented a promotion; or
- 10 iv. When an employee's promotion requires a change of
11 residence to another geographic area to be within a
12 reasonable commuting distance of the new place of
13 work.

14 **42.11 Salary Adjustments**

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

18 **42.12 Demotion**

19 An employee who voluntarily demotes to another position with a lower salary range
20 will be placed in the new range at a salary equal to their previous base salary. If the
21 previous base salary exceeds the new range, the employee's base salary will be set
22 equal to the new range maximum.

23 **42.13 Transfer**

24 A transfer is defined as an employee-initiated move of an employee from a position
25 to another position within or between agencies in the same class (regardless of
26 assigned range), or a different class with the same salary range. Transferred

1 employees will retain their current base salary. If the previous base salary exceeds
2 the new range, the employee's base salary will be set to the new range maximum.

3 **42.14 Reassignment**

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

8 **42.15 Reversion**

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

14 **42.16 Elevation**

15 Elevation is defined as restoring an employee to the higher classification, with
16 permanent status, which was held prior to being granted a demotion or to a class
17 that is between the current class and the class from which the employee was
18 demoted. Upon elevation, an employee's salary will be determined in the same
19 manner that is provided for promotion in [Section 42.9](#).

20 **42.17 Part-Time Employment**

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

24 **42.18 Callback**

25 A. Work Preceding or Following a Scheduled Work Shift

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

- 1 1. Lack of notice for such work will be considered callback and will
2 result in a penalty of three (3) hours of pay at the basic salary in
3 addition to all other compensation due. This penalty will apply to
4 each call.

- 5 2. The Employer may cancel a callback notification to work extra
6 hours at any time, but cancellation will not waive the penalty cited
7 in this Section.

8 These provisions will not apply to the mid-shift interval in a split shift and
9 an employee called back while in standby status.

10 B. Work on Scheduled Days Off or Holidays

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

- 16 1. If the Employer does not give such notice, affected employees will
17 receive a penalty payment of three (3) hours pay at the basic salary
18 in addition to all other compensation due them.

- 19 2. The Employer may cancel work assigned on a day off or holiday.
20 However, if the Employer does not notify affected employees of
21 such cancellation at least prior to their normal quitting times on their
22 second workday preceding the day off or holiday work assignment,
23 affected employees will receive a penalty payment of three (3) hours
24 pay at the basic salary.

25 These provisions will apply to employees on paid leave status.

26 C. When an overtime-eligible employee volunteers to work on a scheduled day
27 off, the employee is not entitled to callback under [42.17](#) B.

1 D. An employee who is receiving standby pay is not entitled to callback pay if
2 required to return to work after departing the worksite or is directed to report
3 to duty prior to the starting time of their next scheduled work shift.

4 E. Emergency Schedule Changes – Departments of Agriculture and
5 Transportation

6 If the Employer makes an emergency schedule change as defined in
7 [Article 6](#), Hours of Work, the affected employee will receive a penalty
8 payment of three (3) hours pay at the basic salary, per occurrence, in
9 addition to all other compensation due.

10 **42.19 Shift Premium**

11 A. For purposes of this Section, the following definitions apply:

12 1. “Evening shift” is a work shift of eight (8) or more hours which ends
13 at or after 10:00 p.m.

14 2. “Night shift” is a work shift of eight (8) or more hours which begins
15 by 3:00 a.m.

16 B. A basic shift premium of one dollar (\$1.00) per hour will be paid to full-
17 time employees under the following circumstances:

18 1. Regularly scheduled evening and night shift employees are entitled
19 to shift premium for all hours worked.

20 2. Regularly scheduled day shift employees are entitled to shift
21 premium when the employee’s regular or temporary scheduled work
22 includes hours after 6:00 pm and before 6:00 am where no overtime,
23 schedule change pay, or callback compensation is received. Shift
24 premium for day shift employees is paid only for hours worked after
25 6:00 pm and before 6:00 am.

1 3. Employees regularly scheduled to work at least one (1), but not all,
2 evening and/or night shifts are entitled to shift premium for those
3 shifts. Additionally, these employees are entitled to shift premium
4 for all hours adjoining that evening or night shift which are worked.

5 C. Part-time and on-call employees will be entitled to basic shift premium
6 under the following circumstances:

7 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

8 2. For assigned full evening or night shifts, as defined above in
9 Subsection 42.19 B.

10 D. In cases where shift premium hours are regularly scheduled over a year,
11 agencies may pay shift premium at a monthly rate that is equal for all
12 months of the year. Monthly rates will be calculated by dividing twelve (12)
13 into the amount of shift premium an employee would earn in a year if the
14 hourly rules in [Subsection 42.18 C](#) were applied.

15 E. When an employee is compensated for working overtime during hours for
16 which shift premium is authorized in this Section, the overtime rate will be
17 calculated using the “regular rate.”

18 F. Employees eligible for shift premium for their regularly scheduled shifts
19 will receive the same proportion of shift premium for respective periods of
20 authorized paid leave and for holidays not worked which fall within their
21 regularly scheduled shift.

22 **42.20 Shift Premium for Registered Nurses and Related Classes**

23 Registered Nurses 1 through 4 and related job classes requiring licensure as a
24 registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security
25 Nurses will receive one dollar and fifty cents (\$1.50) per hour shift differential for
26 evening shift and night shift work.

1 **42.21 King County Premium Pay**

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

6 **42.22 Supplemental Shift Premium for Nurses**

7 For the classes of Registered Nurse 1 through 4 and related job classes requiring
8 licensure as a registered nurse, supplemental shift premium will be paid in the
9 amounts and under the conditions described below. Employees may qualify for one
10 (1) or both of these supplemental shift premiums.

- 11 A. One dollar (\$1.00) per hour during any hours assigned to work or while on
12 paid leave from 11:00 p.m. until 7:00 a.m.
- 13 B. Three dollars (\$3.00) per hour during any hours worked or while on paid
14 leave from Friday midnight to Sunday midnight.
- 15 C. Supplemental shift premiums are payable regardless of employment status
16 and/or whether the work was prescheduled.
- 17 D. Supplemental shift premiums are not payable during hours other than those
18 specified.

19 **42.23 Split Shift**

20 When an employee's assigned work shift is split with a minimum of four (4)
21 intervening hours not worked, the employee, except for registered nurses and
22 related classes, will receive the shift premium rate designated in [Subsection 42.19](#)
23 B for all hours worked. Registered nurses and related classes will receive the
24 premium rate set forth in [Section 42.20](#) for all hours worked. The provisions of
25 [Subsections 42.19](#) D, E and F will apply to employees working split shifts.

1 **42.24 Standby**

2 A. An employee is in standby status while waiting to be engaged to work by
3 the Employer and both of the following conditions exist:

4 1. The employee is required to be present at a specified location or is
5 immediately available to be contacted. The location may be the
6 employee's home or other specific location, but not a work site away
7 from home. When the standby location is the employee's home, and
8 the home is on the same state property where the employee works,
9 the home is not considered a work site.

10 2. The agency requires the employee to be prepared to report
11 immediately for work if the need arises, although the need might not
12 arise.

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

14 C. When the nature of a work assignment confines an employee during off-
15 duty hours and that confinement is a normal condition of work in the
16 employee's position, standby compensation is not required merely because
17 the employee is confined.

18 D. Overtime-eligible employees on standby status will be compensated at a
19 rate of seven percent (7%) of their hourly base salary for time spent in
20 standby status.

21 E. Overtime-exempt employees will be compensated twenty-five dollars
22 (\$25.00) for each day or portion thereof spent in standby status. A day is
23 defined as a twenty-four (24) hour period beginning on the first hour an
24 employee is assigned standby status.

25 F. Employees dispatched to emergency fire duty as defined by
26 [RCW 38.52.010](#) are not eligible for standby pay.

1 G. This Section will be administered in accordance with the Fair Labor
2 Standards Act (FLSA).

3 **42.25 Relocation Compensation**

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

6 1. When it is reasonably necessary that a person make a domiciliary
7 move in accepting a reassignment or appointment, or

8 2. When it is necessary to successfully recruit or retain a qualified
9 candidate or employee who will have to make a domiciliary move
10 in order to accept the position.

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

18 **42.26 Labor & Industries Risk Class 7200/7201**

19 Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of
20 each year will receive a payment of two hundred and fifty (\$250.00) dollars. This
21 payment will be treated as wages.

22 **42.27 Salary Overpayment Recovery**

23 A. When an agency has determined that an employee has been overpaid wages,
24 the agency will provide written notice to the employee which will include
25 the following items:

26 1. The amount of the overpayment,

27 2. The basis for the claim, and

1 3. The rights of the employee under the terms of this Agreement.

2 B. Method of Payback

3 1. The employee must choose one of the following options for paying
4 back the overpayment:

5 a. Voluntary wage deduction

6 b. Cash

7 c. Check

8 2. The employee will have the option to repay the overpayment over a
9 period of time equal to the number of pay periods during which the
10 overpayment was made, unless a longer period is agreed to by the
11 employee and the agency. The payroll deduction to repay the
12 overpayment shall not exceed five percent (5%) of the employee's
13 disposable earnings in a pay period. However, the agency and
14 employee can agree to an amount that is more than the five
15 percent (5%).

16 3. If the employee fails to choose one of the three options described
17 above, within the timeframe specified in the agency's written notice
18 of overpayment, the agency will deduct the overpayment owed from
19 the employee's wages. This overpayment recovery will take place
20 over a period of time equal to the number of pay periods during
21 which the overpayment was made.

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

24 C. Appeal Rights

25 Any dispute concerning the occurrence or amount of the overpayment will
26 be resolved through the grievance procedure in [Article 29](#), Grievance
27 Procedure, of this Agreement.

1 **42.28 Assignment Pay/Special Pay Provisions**

2 A. Assignment Pay

3 Assignment pay is a premium added to the base salary and is intended to be
4 used only as long as the skills, duties, or circumstances it is based on are in
5 effect. The Employer may grant assignment pay to a position to recognize
6 specialized skills, assigned duties, and/or unique circumstances that exceed
7 the ordinary. The Employer determines which positions qualify for the
8 premium. Classes approved for assignment pay are identified in
9 Appendix O.

10 B. Special Pay Ranges

11 Special pay ranges are used to equal or approximate prevailing rate practices
12 found in private industry or other governmental units. An affected class is
13 identified by a letter designation following the basic salary range number or
14 by a letter designation preceding a number. In the latter case, a special salary
15 schedule will be used for such classes.

16 C. All Assignment Pay rates and Special Pay Ranges and Notes are listed
17 within Appendices O and P of this Agreement.

18 **42.29 Dependent Care Salary Reduction Plan**

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

23 **42.30 Pre-tax Health Care Premiums**

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

1 **42.31 Medical/Dental Expense Account**

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

7 **42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives**

8 Agencies will have the discretion to participate in a Voluntary Separation Incentive
9 Program or a Voluntary Retirement Incentive Program, if such program is provided
10 for in the operating budget. Such participation must be in accordance with the
11 program guidelines. Program incentives or offering of such incentives are not
12 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

13 **42.33 Special Commitment Center (DSHS)**

14 Employees assigned to work on McNeil Island at the Special Commitment Center
15 will receive ten dollars (\$10.00) premium pay for each day they are physically
16 working on the Island. Days in a paid status not working on the Island will not
17 qualify for their premium pay.

18 **42.34 Fire Duty Compensation – Department of Social and Health Services (DSHS)
19 and Department of Children, Youth, and Families (DCYF)**

20 DSHS and DCYF employees sent to forest fire camps in charge of inmate or
21 resident fire fighters for a period of twenty-four (24) hours or more will be on
22 “extended duty assignment.” Employees on extended duty assignment will be
23 considered to be on continuous duty from the time they commence such duty,
24 including travel time to the fire, until they are released from duty, including travel
25 time for return to their non-fire duty station.

26 A. During the extended duty assignment, all time will be paid as work time,
27 except that the Employer may deduct up to eight (8) hours of non-work time
28 each day for sleep, plus up to three (3) hours for meals, provided that:

- 1 1. The employee has no responsibility during time deducted for meal
2 periods.
- 3 2. The time deducted for sleep includes a period of five (5) continuous
4 hours which are not interrupted by a call to work.
- 5 B. Employees will not be entitled to receive callback pay for any work
6 performed during the hours of an extended duty assignment or the transition
7 back to their regular work schedule.
- 8 C. While on extended duty assignment, the employee's workweek will remain
9 the same. However, an employee's assigned work hours while on extended
10 duty assignment may be different from their regularly assigned work hours.
11 Work schedules for employees on extended duty assignment will be
12 determined after camp has been set up.
- 13 D. If an employee is directed to perform duties which extend beyond their
14 assigned work hours, as determined in [Subsection 42.29](#) C above, they will
15 be compensated at the overtime rate. If an employee is directed to return to
16 duty without having had five (5) continuous hours off duty, the employee
17 will be compensated at the overtime rate for all off-duty hours, in addition
18 to the number of hours worked, until they are relieved from duty for five (5)
19 consecutive hours. If an employee is directed to return to work after being
20 off duty for five (5) consecutive hours but prior to their assigned shift, they
21 will be compensated at the overtime rate for actual hours worked during the
22 off-duty hours.
- 23 E. There is no eligibility for standby pay during an extended duty assignment.
- 24 F. Employees whose regular work schedule entitles them to shift premium will
25 be paid shift premium while on extended duty assignment.

1 **42.35 Fire Duty Compensation – Department of Natural Resources (DNR)**

2 A. Compensation for Typical Fire Suppression Duties and/or Participating in
3 the DNR Fire Training Academy Implementation:

4 DNR employees performing fire suppression duties as defined in
5 [RCW 76.04.005](#)(22), or other emergency duties, or participating in the
6 DNR Fire Training Academy implementation, when they are working under
7 the incident command system will be compensated as follows:

- 8 1. Employees will be paid at a one and one half (1 ½) times the sum of
9 their regular hourly rate (plus two dollars [\$2.00] if applicable per
10 Subsection 2 below) for those hours worked in excess of forty (40)
11 hours in a workweek.
- 12 2. Two dollars (\$2.00) * is added to an employee's regular rate in lieu
13 of any other forms of additional compensation including, but not
14 limited to, callback, standby, stand down, shift differential, split
15 shift differential, assignment pay, schedule change, and pay for rest
16 periods of less than five (5) hours. The provisions of this section do
17 not apply to the DNR Fire Training Academy.
- 18 3. For purposes of this Subsection, the regular hourly rate does not
19 include any allowable exclusions as specified in Subsection 7.1 D
20 of [Article 7](#), Overtime.

21 *Note: If any other labor organization negotiates an amount greater than
22 two dollars (\$2.00), then this amount will be increased to equal the greater
23 amount.

24 B. Compensation When Deployed to a Closed Satellite Camp:

25 A closed satellite camp means an employee is unable to leave at the end of
26 a work shift. When deployed to a closed satellite camp employees will be
27 considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor

1 Standards Act (FLSA), bona fide meal periods and a bona fide scheduled
2 sleeping period of up to eight (8) hours are excluded from paid time.

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

12 C. “Wild Fire Suppression and Other Emergency Duties,” Appendix Q,
13 provides direction on the non-compensation elements of fire duty.

14 **42.36 Spill Response Team – Department of Ecology**

15 A. In addition to the compensation described in [Article 7](#), Overtime, employees
16 on spill response duty will be compensated as follows:

- 17 1. Employees will be in only one (1) pay status at a time. Employees
18 cannot accrue standby pay and pay for time worked.
- 19 2. Standby pay will be provided to employees required to be on
20 standby status for purposes of spill response. Employees will be
21 compensated for standby in accordance with [Subsection 42.22 D](#)
22 above, for all hours in standby status.

23 B. Employees responding to a spill will be paid at a rate of one and one-half
24 (1-1/2) times the employee’s hourly salary (including the assignment pay)
25 for time worked outside their normal work hours. “Responding to a spill”
26 includes receiving phone calls and any required follow-up activities, field

1 response, and any other activities as identified in the Spill Response
2 Operations Manual.

- 3 C. Employees permanently assigned to the Emergency Spill Response Team
4 (full-time responders) will receive assignment pay per [Section 42.25](#), above.
5 Employees not permanently assigned to the Emergency Response Team
6 (after-hours responders) but who are designated by the Spill Response
7 Section Manager as spill responders eligible for assignment pay, will
8 receive two dollars and forty-four cents (\$2.44) per hour for each hour on
9 duty in the assigned duty week that is outside of normal work hours as
10 described in the Spill Response Operations Manual.

11 **42.37 Emergency/Disaster Operations Compensation**

12 All employees, except those performing duties as outlined in [Sections 42.30, 42.31,](#)
13 [and 42.32](#) above, performing emergency/disaster duties when working full-time
14 under a Level 2 or higher activation level designated by the State Emergency
15 Operation Center will be compensated as follows:

- 16 A. Employees will be paid at one and one-half (1-1/2) times the sum of their
17 regular hourly rate for those hours worked in excess of forty (40) hours in a
18 workweek as a result of full-time work in support of a significant
19 emergency, declared disaster, or Emergency Management Assistance
20 Compact (EMAC) or other Mutual Aid activations/deployments as
21 determined by the agency head or designee. During federally declared
22 disasters overtime compensation will be limited to cash payments.
- 23 B. For those hours worked during the activation, one dollar (\$1.00) is added to
24 an employee's regular rate in lieu of shift differential, split shift differential,
25 and/or schedule change compensation.
- 26 C. Unless otherwise noted in writing, employees will retain the assigned
27 workweek while supporting emergency/disaster operations. However,

1 employees' assigned work hours may be different from their regularly
2 assigned work hours.

3 D. These provisions are limited to qualifying work performed in the
4 Washington Emergency Operations Center, in a Joint Field Office, and
5 work in direct support of EMAC or other Mutual Aid
6 activations/deployments.

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42.38 Lump Sum

- A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount as shown in subsection B, who:
1. Was hired on or before July 1, 2021 and still employed on July 1, 2022.
 2. Is occupying a position that has an annual full-time equivalent base salary of less than ninety-nine thousand dollars (\$99,000.00) on June 30, 2022.
 3. Base salary excludes overtime, shift differential 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 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>\$3,400.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$2,550.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,700.00</u>
<u>\$81,777</u>	<u>\$99,000</u>	<u>\$850.00</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 June 30, 2022; or
 - b. If no work was performed on June 30, 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.

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TENTATIVE AGREEMENT REACHED

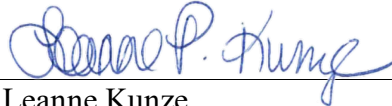
For the Employer:



Scott Lyders, OFM
Labor Negotiator

Date
9/21/21

For the Union:



Leanne Kunze
WFSE/AFSME Council 28
Executive Director

09/21/2021
Date

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