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ARTICLE 42
COMPENSATION

42.1 Pay Range Assignments

- A. Effective July 1, 20~~19~~21, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule Effective January 1, 20~~19~~21, through June 30, 20~~19~~23,” that it was assigned on June 30, 20~~19~~21. Effective July 1, 20~~19~~23, each employee will continue to be assigned to the same range and step of the State Salary Schedule that they were assigned on June 30, 20~~19~~21.

- B. 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 needs.

- C. Effective July 1, 20~~19~~21, all ranges and steps of the General Service Salary Schedule will be increased by ~~zero~~three percent (~~0~~3%) as shown in Compensation [Appendix A](#). This salary increase is based on the General Service Salary Schedule in effect on June 30, 20~~19~~21.

- D. Effective: July 1, 20~~22~~20, all salary ranges and steps of the General Service Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%) ~~zero~~three percent (~~0~~3%), as shown in Compensation [Appendix A](#). This salary increase is based on the General Service Salary Schedule in effect on June 30, 20~~20~~2.

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

TENTATIVE AGREEMENT ONLY.

This tentative agreement will only become final if it is first determined to be financially feasible by OFM and subsequently funded by the Legislature in the 2022-2023 budget.

1 **42.2 “SP” Pay Range Assignments**

2 A. Effective July 1, 20~~21~~¹⁹, each classification represented by the Union will
3 continue to be assigned to the same salary range of the “SP” Range Salary
4 Schedule – Effective January 1, 20~~21~~¹⁹, through June 30, 20~~21~~¹⁹, that it
5 was assigned on June 30, 20~~17~~²¹. Effective July 1, 20~~21~~¹⁹, each employee
6 will continue to be assigned to the same range and step of the “SP” Range
7 Salary Schedule that they were assigned on June 30, 20~~19~~²¹.

8 B. 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 C. Effective July 1, 20~~21~~¹⁹, all salary ranges and steps of the “SP” Range
13 Salary Schedule will be increased by ~~zero~~^{three} percent (~~0~~³%) as shown in
14 Compensation [Appendix B](#). This salary increase is based on the General
15 Service Salary Schedule in effect on June 30, 20~~21~~¹⁹.

16 D. Effective July 1, 20~~22~~²⁰, all salary ranges and steps of the “SP” Range
17 Salary Schedule will be increased by ~~three and twenty-five hundredths~~
18 ~~zero~~^{three} percent (~~03.25~~³%), as shown in Compensation [Appendix B](#). This
19 salary increase is based on the General Service Salary Schedule in effect on
20 June 30, 20~~22~~²⁰.

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

25 **42.3 Pay for Performing the Duties of a Higher Classification**

26 A. Employees who are temporarily assigned the full scope of duties and
27 responsibilities for more than fifteen (15) calendar days to a higher level
28 classification whose salary range maximum is less than fifteen percent

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1 (15%) higher than the salary range maximum of the former class will be
2 notified in writing and will be advanced to a step of the range for the new
3 class which is nearest to five percent (5%) higher than the amount of the
4 pre-promotional step. The increase will become effective on the first day
5 the employee was performing the higher- level duties.

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

14 C. Licensing Services Representatives Temporary Assignment of Supervisory
15 Duties

16 When an employee is assigned to perform all of the supervisory duties of
17 an LSR 3 or LSR 4 for six (6) hours or more during the work shift, the
18 employee will be compensated at the appropriate supervisory rate for the
19 work shift(s) worked. Where possible, such appointments will be rotated
20 among qualified LSR 2 employees. This does not preclude LSR 2s from
21 performing supervisory functions in a training mode for career development
22 purposes.

23 D. WSP Only

24 When an employee is assigned to perform the full scope of duties and
25 responsibilities of a higher level classification for more than seven (7)
26 calendar days, the employee will be compensated at the applicable step and
27 range of that classification.

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1 **42.4 Establishing Salaries for New Employees and New Classifications**

2 A. The Employer will assign newly hired employees to the appropriate range
3 and step of the appropriate State Salary Schedules as described in
4 Compensation Appendices A, B, C and D, attached.

5 B. In the event the Employer creates new classifications during the term of this
6 Agreement, the parties may meet to discuss the assignment of new
7 bargaining unit classes or the reassignment of existing bargaining unit
8 classes to pay ranges.

9 **42.5 Periodic Increases**

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

12 A. For an employee hired prior to July 1 2005, the employee's periodic
13 increment date as of June 30, 2005, is retained. Employees will receive a
14 two (2) step increase to base salary annually, on their periodic increment
15 date, until they reach the top step of the pay range.

16 B. Employees who are hired on or after July 1, 2005, at the minimum step of
17 their pay range will receive a two (2) step increase to base salary following
18 completion of six (6) months of continuous service and the date they receive
19 that increase will be the employee's periodic increment date. Thereafter,
20 employees will receive a two (2) step increase annually, on their periodic
21 increment date, until they reach the top of the pay range.

22 C. Employees who are hired on or after July 1, 2005, above the minimum step
23 of the pay range will receive a two (2) step increase to base salary following
24 completion of twelve (12) months of continuous service, and the date they
25 receive that increase will be the employee's periodic increment date.
26 Thereafter, employees will receive a two (2) step increase annually, on their
27 periodic increment date, until they reach the top of the pay range.

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1 D. Employees who are appointed to another position with a different salary
2 range maximum will retain their periodic increment date and will receive
3 step increases in accordance with paragraphs A-C above.

4 E. Seasonal career/cyclic employees periodic increment dates will be adjusted
5 for time not worked.

6 **42.6 Salary Assignment Upon Promotion**

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

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

21 C. Geographic Adjustments
22 The appointing authority may authorize more than the step increases
23 specified in Subsections A and B, above, when an employee's promotion
24 requires a change of residence to another geographic area to be within a
25 reasonable commuting distance of the new place of work. Such an increase
26 may not result in a salary greater than the range maximum.

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1 **42.7 Salary Increases to Enhance Recruitment or Address Retention**

2 The Employer may adjust an employee’s base salary within their salary range to
3 address issues that are related to recruitment, retention, or other business related
4 reasons.

5 **42.8 Demotion**

6 An employee who voluntarily demotes to another position with a lower salary range
7 maximum will be placed in the new range at a salary equal to their previous base
8 salary. If the previous base salary exceeds the new range, the employee’s base
9 salary will be set equal to the new range maximum.

10 **42.9 Transfer**

11 A transfer is defined as an employee-initiated move of an employee from one (1)
12 position to another position within or between agencies in the same class or a
13 different class with the same salary range maximum. Transferred employees will
14 retain their current base salary.

15 **42.10 Reassignment**

16 Reassignment is defined as an agency–initiated move of an employee within the
17 agency from one (1) position to another in the same class or a different class with
18 the same salary range maximum. Upon reassignment, an employee retains their
19 current base salary.

20 **42.11 Reversion**

21 Reversion is defined as voluntary or involuntary movement of an employee during
22 the trial service period to the class the employee most recently held permanent
23 status in, to a class in the same or lower salary range, or separation placement onto
24 the employer’s internal layoff list. Upon reversion, the base salary of the employee
25 will be set at the range and step the employee would be at if they had not left the
26 original position, including any periodic increases or other adjustments.

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1 **42.12 Elevation**

2 Elevation is defined as restoring an employee to the higher classification, with
3 permanent status, which was held prior to being granted a demotion or to a class
4 that is between the current class and the class from which the employee was
5 demoted. Upon elevation, an employee's salary will be determined in the same
6 manner that is provided for promotion in [Section 42.6](#), above.

7 **42.13 Part-Time Employment**

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

11 **42.14 Callback**

12 A. Work Preceding or Following a Scheduled Work Shift

13 Overtime-eligible shift employees, overtime-eligible engineering
14 employees, LSRs, and employees in all overtime-eligible CVD
15 classifications will be notified prior to their scheduled quitting time either
16 to return to work after departing the worksite or to change the starting time
17 of their next scheduled work shift.

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

22 2. The Employer may cancel a callback notification to work extra
23 hours at any time but cancellation will not waive the penalty cited
24 in this Subsection.

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

27 B. Work on Scheduled Days Off or Holidays

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

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

9 2. The Employer may cancel work assigned on a day off or holiday.
10 However, if the Employer does not notify affected employees of
11 such cancellation at least prior to their normal quitting times on their
12 second workday preceding the day off or holiday work assignment,
13 affected employees will receive a penalty payment of three (3) hours
14 pay at the basic salary.

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

16 C. An employee who is on standby is not entitled to callback penalty pay if
17 required to return to work after departing the worksite or change the starting
18 time of their next scheduled work shift.

19 D. Emergency Schedule Changes - Department of Transportation

20 If the Employer makes an emergency schedule change as defined in
21 [Article 6.3](#), Hours of Work, the affected employee will receive a penalty
22 payment of three (3) hours pay at the basic salary, per occurrence, in
23 addition to all other compensation due.

24 **42.15 Shift Premium**

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

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

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- 1 D. In cases where shift premium hours are regularly scheduled over a year,
2 agencies may pay shift premium at a monthly rate that is equal for all
3 months of the year. Monthly rates will be calculated by dividing twelve (12)
4 into the amount of shift premium an employee would earn in a year if the
5 hourly rules in Subsection B.2 of this Section were applied.
- 6 E. When an employee is compensated for working overtime during hours for
7 which shift premium is authorized in this Section, the overtime rate shall be
8 calculated using the “regular rate.”
- 9 F. Employees eligible for shift premium for their regularly scheduled shifts
10 will receive the same proportion of shift premium for respective periods of
11 authorized paid leave and for holidays not worked which fall within their
12 regularly scheduled shift.

13 **42.16 Standby**

- 14 A. An employee is in standby status while waiting to be engaged to work by
15 the Employer and both of the following conditions exist:
- 16 1. The employee is required to be present at a specified location or is
17 immediately available to be contacted. The location may be the
18 employee's home or other specific location, but not a work site away
19 from home. When the standby location is the employee's home, and
20 the home is on the same state property where the employee works,
21 the home is not considered a work site.
- 22 2. The agency requires the employee to be prepared to report
23 immediately for work if the need arises, although the need might not
24 arise.
- 25 B. Standby status will not be concurrent with work time.
- 26 C. When the nature of a work assignment confines an employee during off duty
27 hours and that confinement is a normal condition of work in the employee's

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1 position, standby compensation is not required merely because the
2 employee is confined.

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

6 E. Overtime-exempt employees will be compensated twenty-five dollars
7 (\$25.00) for each day spent in standby status. A day is defined as a twenty-
8 four (24) hour period beginning on the first hour an employee is assigned
9 standby status.

10 **42.17 Relocation Compensation**

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

13 1. When it is reasonably necessary that a person make a domiciliary
14 move in accepting a reassignment or appointment; or

15 2. It is necessary to successfully recruit or retain a qualified candidate
16 or employee who will have to make a domiciliary move in order to
17 accept the position.

18 B. If the employee receiving the relocation payment terminates or causes
19 termination of that employment with the state within one (1) year of the date
20 of employment, the state will be entitled to reimbursement for the moving
21 costs which have been paid and may withhold such sum as necessary from
22 any amounts due to the employee. Termination as a result of layoff or
23 disability separation will not require the employee to repay the relocation
24 compensation.

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1 **42.18 Salary Overpayment Recovery**

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

- 5 1. The amount of the overpayment;
6 2. The basis for the claim; and
7 3. The rights of the employee under the terms of this Agreement.

8 B. Method of Payback

9 1. The employee must choose one (1) of the following options for
10 paying back the overpayment:

- 11 a. Voluntary wage deduction;
12 b. Cash; or
13 c. Check.

14 2. The employee will have the option to repay the overpayment over a
15 period of time equal to the number of pay periods during which the
16 overpayment was made, unless a longer period is agreed to by the
17 employee and the agency.

18 3. If the employee fails to choose one (1) of the three (3) options
19 described above, within the timeframe specified in the agency's
20 written notice of overpayment, the agency will deduct the
21 overpayment owed from the employee's wages. This overpayment
22 recovery will take place over a period of time equal to the number
23 of pay periods during which the overpayment was made.

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

26 C. Appeal Rights

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1 Any dispute concerning the occurrence or amount of the overpayment will
2 be resolved through the grievance procedure in [Article 32](#) of this
3 Agreement.

4 **42.19 Assignment Pay Provisions**

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

7 A. An Employer may grant assignment pay to a position to recognize
8 specialized skill, assigned duties, and/or unique circumstances that exceed
9 the ordinary. The Employer determines which positions qualify for the
10 premium.

11 B. Classes approved for Assignment Pay have the letters “AP” appearing after
12 their class title in the compensation plan. All Assignment Pay rates and
13 Special Pay Ranges and Notes are attached as Compensation Appendices C
14 and D to this Agreement.

15 **42.20 Dependent Care Salary Reduction Plan**

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

20 **42.21 Pretax Health Care Premiums**

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

24 **42.22 Medical/Dental Expense Account**

25 The Employer agrees to allow insurance eligible employees, covered by this
26 Agreement, to participate in a medical and dental expense reimbursement program
27 to cover co-payments, deductibles and other medical and dental expenses, if
28 employees have such costs, or expenses for services not covered by health or dental

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1 insurance on a pretax basis, as permitted by federal tax law or regulation.
2 Employees may participate to the maximum amount allowable by federal law.

3 **42.23 Voluntary Separation Incentives – Voluntary Retirement Incentives**

4 Agencies will have the discretion to participate in a Voluntary Separation Incentive
5 Program or a Voluntary Retirement Incentive Program, if such program is provided
6 for in the ~~2021-19-2023-21~~ operating budget. Such participation must be in
7 accordance with the program guidelines. Program incentives or offering of such
8 incentives are not subject to the grievance procedure.

9 **42.24 Premium Pay**

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

14 **42.25 Lump Sum**

15 A. Effective July 1, 2022, bargaining unit employees will receive a lump sum
16 amount as shown in subsection B, who:

- 17 1. Was ~~is~~ hired on or before July 1, 2021 and still employed on July 1,
18 2022.
- 19 2. Is occupying a position that has an annual full-time equivalent base
20 salary of less than ninety-nine thousand dollars (\$99,000.00) on June
21 30, 2022 July 1, 2022 after all adjustments to an employee’s base salary
22 have been completed.
- 23 3. Base salary excludes overtime, shift differential and all other premiums
24 or payments.
- 25 4. Hourly employees’ annual base salary shall be the base hourly rate
26 multiplied by two thousand eighty-eight (2,088).

27 B. On the July 25, 2022 paycheck, the Employer will make payments to
28 bargaining unit employees that correspond to the annual full-time
29 equivalent base salary as described in A.2.
30

<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>	

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<u>\$28,584</u>	<u>\$47,331</u>	<u>\$3,400.00</u> <u>\$2,500.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$2,550.00</u> <u>\$1,875.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,700.00</u> <u>\$1,250.00</u>
<u>\$81,777</u>	<u>\$99,000</u>	<u>\$850.00</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 June 30, 2022 July 1, 2022; or
 - b. If no work was performed on June 30, 2022 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 and career seasonal employees will be proportionate to the number of hours the part-time and career seasonal employee was in pay status during fiscal year 2022 in proportion to that required for full-time employment, as long as the employee has remained continuously employed during fiscal year 2022.

TENTATIVE AGREEMENT REACHED

~~Dated September 25, 2020~~

For the Employer

For the Union

/s/ 9/24/2021

/s/ 9/24/2021

Tanya Aho, Lead Negotiator

Sarah Lorenzini, Lead Negotiator

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