

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 22-23 budget.

**ARTICLE 10
COMPENSATION**

10.1 Assistant Attorney General Salary Range Assignments

- A. Each position represented by the Union will continue to be assigned to the Assistant Attorney General (AAG) salary schedule and range (AAG, Managing AAG, or Deputy Solicitor General) that corresponds with their appointment.
- B. Effective July 1, 2022, all steps of the Assistant Attorneys General Salary Schedule will be increased by three and twenty-five hundredths of a percent (3.25%) as shown in Appendix B. This salary increase is based on the Assistant Attorneys General Salary Schedule in effect on June 30, 2022.

10.2 Annual Increases

- A. An employee's annual increase date will be set and remain the same regardless of whether there is a break in service with the AGO. The employee's annual increase date will be the initial hire date into an AAG position, referred to in the payroll system as the AAG Hire Date.
- B. Employees placed at the step that corresponds to their law school graduation year will receive a one (1) step increase to base salary annually on their annual increase date until they reach the top step of the salary range.
- C. Employees placed at a step in their salary range that is one step lower than the step that corresponds to their law school graduation year will receive a two (2) step increase on their annual increase date until they reach the step that corresponds to their law school graduation year cohort. Employees placed at a step in their salary range that is two or more steps lower than the step that corresponds to their law school graduation year will progress to their law school graduation year cohort on July 1, 2022. Thereafter, all employees will receive a one (1) step increase as in accordance with Subsection 10.2 B.
- D. Employees will not receive a step increase on their annual increase date if their placement step exceeds the step that corresponds to years since law school graduation.
- E. Employees will not receive a step increase on their annual increase date if their base salary exceeds the top step of the salary range.

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22-23 AWAAG Reopener Bargaining
Tentative Agreement
September 27, 2021

10.3 Salary Placement/Adjustments

- A. New hires will be placed on the salary schedule according to their law school graduation year. The Employer may increase placement for recruitment reasons. The Employer will inform the Union in writing when such recruitment and/or retention increases are granted.
- B. The Employer may increase an employee's step within the salary range to address issues related to recruitment or retention. The Employer will inform the Union in writing when such recruitment and/or retention increases are granted. Such an increase may not result in a salary greater than the maximum step of the salary range.

10.4 Adjustment for Change in Assignment

- A. Employees appointed to a higher salary range:
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeds the new range, the employee will retain their salary upon appointment to the new position.
- B. Employees appointed to a lower salary range:
The employee will be placed on the appropriate range of the salary schedule at the same step they were assigned in their previous range. If the employee's salary exceeded the previous range and the employee has no assigned step, the employee's new salary will be reduced by the appropriate range differential between their old salary range and new salary range. The range differential between the AAG Range and the Managing AAG Range is five percent (5%). The range differential between the AAG Range and the Deputy Solicitor General Range is ten percent (10%). The range differential between the Managing AAG Range and the Deputy Solicitor General Range is five percent (5%).

10.5 Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment.

10.6 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.

10.7 Acting Pay for Performing the Duties of a Division Chief

Employees who are temporarily assigned the full scope of duties and responsibilities of a Division Chief for more than thirty (30) calendar days will be notified in writing and will

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be paid an additional seven hundred and fifty dollars (\$750.00) per month. The increase will become effective on the first day the employee was performing the higher-level duties.

10.8 Bar Association Dues

The AGO agrees to pay the annual state bar license dues to the Washington State Bar Association (WSBA) for each eligible AAG covered by this Agreement, except for the Client Protection Fund fee and the WSBA lobbying expenditures. Employees have been and will continue to be responsible for these fees. Employees are eligible if they are employed with the AGO on or before January 31 each year, except for employees who terminate their service in the month of January.

Employees who begin their employment with the AGO between January 1 and January 31 are eligible for a reimbursement from the AGO for their annual bar dues, but must pay their dues directly to the WSBA.

The AGO agrees to pay the annual state bar dues to the Washington State Bar Association for employees hired through the Honor Program in the year they pass.

10.9 Salary Overpayment Recovery

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

1. The amount of the overpayment;
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 have the option to 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 AGO. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the AGO and employee can agree to an amount that is more than the five percent (5%).

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3. If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the AGO's written notice of overpayment, the AGO will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
4. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 4](#), Grievance Procedure, of this Agreement.

10.10 Longevity Lump Sum

- A. Effective July 1, 2022, bargaining unit employees who have been continuously employed at the AGO will receive a lump sum on their July 25, 2022 paycheck in the following amounts:

Continuous Years at AGO	Lump Sum Amount
15-19 years	\$500.00
20 or more years	\$1000.00

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

_____/s/_____
Ann Green, OFM
Labor Negotiator

09/27/2021
Date

_____/s/_____
Jason Holland
WFSE/AFSME Council 28
Labor Advocate

10/1/2021
Date