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ARTICLE 10
COMPENSATION

10.1 “N1” Pay Range Assignments

A. Effective July 1, 2021, each classification represented by the Union will be assigned to a salary range of the “N1” Range Salary Schedule for registered nurses listed below and each employee will be assigned to the same step within the assigned range of the “N1” Range Salary Schedule for their classification as they were assigned on June 30, 2021.

Job Class Code	Job Class Title	Range Assignment effective July 1, 2019 2021
291E	Advanced Registered Nurse Practitioner	76N
291F	Advanced Registered Nurse Practitioner Lead	80N
285X	Clinical Nurse Specialist	76N
285S	Community Nurse Specialist	70N
285U	Nursing Care Consultant	70N
285V	Nursing Consultant, Institutional	70N
285T	Nursing Consultant, Public Health	70N
285W	Nursing Consultation Advisor	74N
285E	Registered Nurse 1	58N
285F	Registered Nurse 2	64N
285G	Registered Nurse 3	68N

B. Effective July 1, 2021, all salary ranges of the “N1” Range Salary Schedule will be as shown in Appendix B.

C. Effective July 1, 2022 all salary ranges and steps of the “N1” Salary Schedule will be increased by three and twenty-five hundredths of a percent (3.25%) as shown in Appendix C.

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

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

3 E. Minimum Wages Determined by Local Ordinances

4 Any nurse who has a permanent assigned duty station within a local
5 jurisdiction which has passed an ordinance establishing a minimum wage
6 higher than the minimum wage established in this collective bargaining
7 agreement, will be paid no less than the minimum wage directed by the local
8 ordinance. The Employer will place the nurse on a step in the assigned
9 salary range that is equal to or more than the wage requirement of the local
10 ordinance.

11 **10.2 Pay for Performing the Duties of a Higher Classification**

12 A. Nurses who are temporarily assigned the full scope of duties and
13 responsibilities for more than thirty (30) calendar days to a higher-level
14 classification whose range is less than six (6) ranges higher than the range
15 of the former class will be notified in writing and will be advanced to a step
16 of the range for the new class that is nearest to five percent (5%) higher than
17 the amount of the pre-promotional step.

18 B. Nurses who are temporarily assigned the full scope of duties and
19 responsibilities for more than thirty (30) calendar days to a higher-level
20 classification whose range is six (6) or more ranges higher than the range of
21 the former class will be notified in writing and will be advanced to a step of
22 the range for the new class that is nearest to ten percent (10%) higher than
23 the amount of the pre-promotional step.

24 **10.3 Establishing Salaries for New Nurses**

25 A. The salary of nurses in classes requiring licensure as a registered nurse will
26 be governed by the "N1" Range Salary Schedule.

1 B. A nurse’s experience as a registered nurse (RN) and/or licensed practical
2 nurse (LPN), calculated as follows, will determine the placement of a nurse
3 on the proper step within an “N1” range:

- 4 1. RN experience will be credited year for year.
5 2. Up to ten (10) years LPN experience will be credited at the rate of
6 two (2) years LPN experience equals one (1) year of RN experience,
7 for a maximum credit of five (5) years.

8 C. In addition to Subsection B of this Section, for ARNPs hired on or after July
9 1, 2013, experience will be credited as follows:

- 10 1. ARNPs with no experience will receive a ten percent (10%) increase
11 on the salary scale for purposes of setting salary.
12 2. ARNPs with experience will get credit for that experience plus a ten
13 percent (10%) increase on the salary scale for purposes of setting
14 salary.

15 **10.4 Periodic Increases**

16 Nurses will receive periodic increases as follows:

17 A. Nurses who are hired at the minimum step of the pay range will receive a
18 two (2) step increase to base salary following completion of six (6) months
19 of service, and an additional two (2) step increase annually thereafter, until
20 they reach step K. After a nurse reaches step K, they will receive a one (1)
21 step increase based on years of experience up to the maximum of the range.

22 B. Nurses who are hired above the minimum step of the salary range will
23 receive a two (2) step increase annually, on their hire date, until they reach
24 step K. After a nurse reaches step K, they will receive a one (1) step increase
25 based on years of experience up to the maximum of the range.

1 **10.5 Salary Assignment upon Promotion**

2 A. Promotions for Registered Nurses

3 1. Promotional increases for classes requiring licensure as a registered
4 nurse (“N1” ranges) are calculated in the manner described below.

5 2. A nurse who is promoted into or between classes that have pay range
6 “N1” will advance to the step in the new range, as shown in the “N1”
7 Range Salary Schedule, as described in Section 10.1, which
8 represents the greater of (a), (b) or (c) below.

9 a. Placement on the step which coincides with the nurse’s total
10 length of experience as a registered nurse (RN) and/or
11 licensed practical nurse (LPN). Experience will be credited
12 as follows:

13 i. RN experience will be credited year for year.

14 ii. Up to ten (10) years LPN experience will be credited
15 at the rate of two (2) years LPN experience equals
16 one (1) year of RN experience, for a maximum credit
17 of five (5) years.

18 Or

19 b. Placement on the step of the new range that is nearest to a
20 minimum of five percent (5%) higher than the amount of the
21 pre-promotional step. The appointing authority may
22 authorize more than a five percent (5%) increase, but the
23 amount must be on a step within the salary range for the
24 class.

25 Or

1 c. The appointing authority will advance a nurse who is
2 promoted under any one or more of the following conditions
3 to the step of the range for the new class that is nearest to a
4 minimum of ten percent (10%) higher than the amount of the
5 pre-promotional step. The appointing authority may
6 authorize more than a ten percent (10%) increase, but the
7 amount must be on a step within the salary range for the
8 class.

9 i. When the nurse is promoted to a class whose base
10 range is six (6) or more ranges higher than the base
11 range of the nurse's former class.

12 ii. When the nurse is promoted over an intervening class
13 in the same class series.

14 iii. When the nurse is promoted from one class series to
15 a higher class in a different series and over an
16 intervening class in the new series, which would
17 have represented a promotion.

18 iv. When a nurse's promotion requires a change of
19 residence to another geographic area to be within a
20 reasonable commuting distance of the new place of
21 work.

22 **10.6 Demotion**

23 A nurse who voluntarily demotes to a position in a different job class with a lower
24 salary range will be placed in the new range at a salary equal to their previous base
25 salary. If the previous base salary exceeds the new range maximum, the nurse's
26 base salary will be set equal to the new range maximum.

1 **10.7 Transfer**

2 A transfer is defined as a nurse-initiated move from one position to another position
3 within or between agencies, in the same job class (regardless of assigned range), or
4 to a different job class with the same salary range. Transferred nurses will retain
5 their previous base salary. If the previous base salary exceeds the new range
6 maximum, the nurse's base salary will be set equal to the new range maximum.

7 **10.8 Reassignment**

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

12 **10.9 Reversion**

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

18 **10.10 Elevation**

19 Elevation is defined as restoring a nurse to the higher classification, with permanent
20 status, which was held prior to being granted a demotion or to a class that is between
21 the current class and the class from which the nurse was demoted. Upon elevation,
22 a nurse's salary will be determined in the same manner that is provided from
23 promotion in Section 10.5 of this Article.

24 **10.11 Part-Time Employment**

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

1 **10.12 Callback**

2 A. Work Preceding or Following a Scheduled Work Shift

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

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

10 2. The Employer may cancel a callback notification to work extra
11 hours at any time, but cancellation will not waive the penalty cited
12 above.

13
14 B. Work on Scheduled Days Off or Holidays

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

19 1. If the Employer does not give such notice, affected nurses will
20 receive a penalty payment of three (3) hours pay at their base salary
21 in addition to all other compensation due.

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

1 These provisions will apply to nurses on paid leave status.

2

3 C. A nurse who is receiving standby pay is not entitled to callback penalty pay
4 if required to return to work after departing the worksite or is directed to
5 report to duty prior to the starting time of their next scheduled work shift.

6 **10.13 Shift Premium for Registered Nurses and Related Classes**

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

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

10 2. Night shift is a work shift of eight (8) or more hours which begins
11 by 3:00 a.m.

12 B. Registered Nurses 1-3 and related job classes requiring licensure as a
13 registered nurse, will receive one dollar and fifty cents (\$1.50) per hour shift
14 differential for evening shift and night shift work under the following
15 circumstances:

16 1. Regularly scheduled evening and night shift nurses are entitled to
17 shift premium for all hours worked.

18 2. Regularly scheduled day shift nurses are not entitled to shift
19 premium unless:

20 a. The nurse's regular or temporary scheduled work shift
21 includes hours after 6:00 p.m. and before 6:00 a.m. where no
22 overtime, schedule change pay, or callback compensation is
23 received. Shift premium is paid only for those hours actually
24 worked after 6:00 p.m. and before 6:00 a.m.

1 **10.14 Supplemental Shift Premium for Nurses**

2 For the classes of Registered Nurse 1-3 and related job classes requiring licensure
3 as a registered nurse, supplemental shift premium will be paid in the amounts and
4 under the conditions described below. Nurses may qualify for one or both of these
5 supplemental shift premiums:

6 A. One dollar (\$1.00) per hour during any hours assigned to work or while on
7 paid leave from 11:00 p.m. until 7:00 a.m.

8 B. Three dollars (\$3.00) per hour during any hours worked or while on paid
9 leave from Friday midnight to Sunday midnight.

10 C. Supplemental shift premiums are payable regardless of employment status
11 and/or whether the work was prescheduled.

12 D. Supplemental shift premiums are not payable during hours other than those
13 specified.

14 **10.15 Standby**

15 A. A nurse is in standby status while waiting to be engaged to work by the
16 Employer and both of the following conditions exist:

17 1. The nurse is required to be present at a specified location or is
18 immediately available to be contacted. The location may be the
19 nurse's home or other specific location, but not a work site away
20 from home. When the standby location is the nurse's home, and the
21 home is on the same state property where the nurse works, the home
22 is not considered a work site.

23 2. The agency requires the nurse to be prepared to report immediately
24 for work if the need arises, although the need might not arise.

- 1 B. Standby status will not be concurrent with work time.
- 2 C. When the nature of a work assignment confines a nurse during off duty
3 hours and that confinement is a normal condition of work in the nurse's
4 position, standby compensation is not required merely because the nurse is
5 confined.
- 6 D. Overtime-eligible nurses on standby status will be compensated at a rate of
7 seven percent (7%) of their hourly base salary for time spent in standby
8 status.
- 9 E. Overtime-exempt nurses will be compensated twenty-five dollars (\$25.00)
10 for each day or portion thereof spent in standby status. A day is defined as
11 a twenty-four (24) hour period beginning on the first hour a nurse is
12 assigned standby status.
- 13 F. Nurses dispatched to emergency fire duty as defined by [RCW 38.52.010](#) are
14 not eligible for standby pay.

15 **10.16 Special Commitment Center**

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

20 **10.17 Preceptor Premium Pay**

21 Experienced nurses in DSHS and DCYF who are proficient in their work may be
22 assigned by the Employer to precept after successfully completing a preceptor
23 workshop or equivalent documented training. Preceptors participate in the
24 planning, organizing, knowledge and skill development, and assessment of one or
25 more new or current employees. Precepting duties may include teaching, clinical
26 supervision, role modeling, feedback and skill assessments (verbal or written) of
27 new or current employees. Nurses assigned as preceptors per the above, will receive

1 preceptor premium pay of one dollar (\$1.00) per hour when they are engaged in
2 precepting duties.

3 **10.18 Float Pool Premium Pay**

4 Nurses in designated float pool positions as described in [Article 14](#) Float Pools will
5 receive float pool premium pay of three dollars (\$3.00) per hour in addition to base
6 pay for all hours in pay status.

7 **10.19 Charge Nurse Premium**

8 Registered Nurse 2s at Eastern State Hospital, Western State Hospital and Juvenile
9 Rehabilitation who are assigned by the Employer to act as charge nurse for a full
10 shift will receive a charge nurse premium of one dollar (\$1.00) per hour in addition
11 to base pay for the assigned shift as charge nurse.

12 **10.20 Relocation Compensation**

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

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

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

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

1 **10.21 Salary Overpayment Recovery**

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

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

8 B. Method of Payback

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

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

14 2. The nurse 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.

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

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

25 C. Appeal Rights

1 Any dispute concerning the occurrence or amount of the overpayment will
2 be resolved through the grievance procedure in [Article 36](#) of this
3 Agreement.

4 **10.22 Dependent Care Salary Reduction Plan**

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

9 **10.23 Pre-tax Health Care Premiums**

10 The Employer agrees to provide eligible nurses with the option to pay for the nurse
11 portion of health premiums on a pre-tax basis, as permitted by federal tax law or
12 regulation.

13 **10.24 Medical/Dental Expense Account**

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

19 **10.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

20 Agencies will have the discretion to participate in a Voluntary Separation Incentive
21 Program or a Voluntary Retirement Incentive Program, if such program is provided
22 for in the 2019-2021 operating budget. Such participation must be in accordance
23 with the program guidelines. Program incentives or offering of such incentives are
24 not subject to the grievance procedure in [Article 36](#).

25 **10.26 Assault Benefits**

26 The Employer will follow the provisions of RCW 72.01.045 and agency policy
27 with respect to employees of the Department of Social and Health Services or the

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON**

**AND
SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW**

Retention

In recognition of the serious shortage of Registered Nurses that exists currently and the expectation that it will continue to be a barrier to recruitment and retention of nurses for the foreseeable future, actions must be taken to recognize and maintain the experienced nurses supporting state government and the services provided within the agencies. Additionally, measures need to be taken to enhance recruiting and retention efforts to attract nurses and fill those vacant positions.

The parties agree to the following:

1) Retention Incentive:

a. In order to be responsive in a highly competitive market nurses will receive a retention incentive of two-thousand dollars (\$2000.00) under the following conditions:

i. Retention incentives will paid to all nurses who are employed on July 1, 2021.

ii. Nurses will receive the retention incentive in installments of one-thousand dollars (\$1000.00). The first payment on July 25, 2022 and the second payment on June 25, 2023.

iii. Part-time nurses will receive a retention incentive that is proportionate to the number of hours worked compared to that of a full-time nurse.

iv. Nurses who separate prior to receiving the full incentive, will not be entitled to payment after the date of separation.

1 **2. N1 Salary Schedule:**

2 **The Employer will meet with the Union to review and assess concerns raised**
3 **by the parties regarding the N1 salary schedule structure and if adjustments**
4 **could be made to the salary schedule for the 23-25 CBA.**

5

6 **This MOU will expire on June 29, 2023.**

7

8 **Dated September 23, 2021**

9

10 **Tentative Agreement Reached**

For the Employer

For the Union

/s/

/s/

Brenda Moen, Negotiator

Jane Hopkins, Exec. Vice President

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