

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.

**Compensation Appendix**

**A-1**

WDFW Enforcement Salary Schedule

Effective July 1, 2022 – June 30,  
2023

-

**Appointment**

Sergeant

\$ 9,410

For the Employer:

For the Union:

/s/

Siobhan Murphy, OFM  
Labor Negotiator

Date

/s/

Richard Salinas, Union  
Teamsters 760 Representative

Date

~~\*All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range.~~

## ARTICLE 39 COMPENSATION

### 39.1 General Service Pay Range Assignments

~~A. — Effective July 1, 2021, all salary ranges and steps shall remain at the amount that was in effect on June 30, 2021, as shown in Compensation Appendix A. Effective July 1, 2022, the salary schedule shall be as shown in Compensation Appendix A-1. The range and steps of the General Service Salary Schedule assigned to the classification represented by the Union will be as shown in Compensation Appendix A, effective July 1, 2021 through June 30, 2023.~~

~~B. — Longevity Increase~~

~~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.~~

### 39.2 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level ~~classification rank whose range is less than six (6) ranges higher than the range of the former class~~ will be notified in writing and will be placed at the base salary of the higher level rank ~~be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.~~ The increase will become effective on the first day the employee was performing the higher level duties.

~~B. — Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of~~

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~~the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher level duties.~~

**39.3 Establishing Salaries for New Employees and New Classifications**

A. The Employer will assign newly hired employees to the appropriate rank and base salary range and step of the appropriate Salary Schedules.

B. In the event the Employer creates new classifications during the term of this Agreement, the Union may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges base salary if a change in pay is proposed.

~~**39.4 Periodic Increases**~~

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

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

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

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

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~~D. — Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with Subsection A, B and C above.~~

**39.5 — Salary Assignment Upon Promotion**

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

~~B. — Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.~~

~~C. — Geographic Adjustments~~

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

**39.6 Salary Adjustments**

The Employer may adjust an employee's base salary ~~within their salary range~~ to address issues that are related to recruitment, retention, or other business-related reasons. Such an increase may not result in a salary increase greater than ~~Step M of the range~~ maximum base salary.

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**39.7 Demotion**

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

**39.8 Transfer**

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

**39.9 Reassignment**

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

**39.10 Reversion**

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

~~**39.11 Elevation**~~

~~Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided for promotion in Subsection 39.8, above.~~

**39.12 Relocation Compensation**

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

1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

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

**39.13 Salary Overpayment Recovery**

All recovery under this Section shall be limited to a maximum of six (6) months from the date of notification to the employee of the error.

A. When an agency has determined that an employee has been overpaid wages, the agency 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

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

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1. Voluntary wage deduction;
2. Cash; or
3. Check.

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 agency.

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

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

E. Appeal Rights

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

**39.14 Assignment Pay Provisions**

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

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

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B. ~~Classes—Sergeants are~~ approved for assignment pay are identified in Compensation Appendix B.

C. All Assignment Pay Rates ~~and Special Pay Ranges~~ and Notes are attached as Compensation Appendix B to this Agreement.

**39.15 Wildlife Service Dog (WSD) and Equestrian Maintenance**

The handler may log one hour of WSD maintenance or Equestrian maintenance for the care and maintenance of the assigned dog or horse(s) for each duty day worked by the handler within the twenty-eight (28) day one hundred seventy-one (171) hour cycle. Additionally, the Employer agrees to compensate WSD and Equestrian handlers twenty-five dollars (\$25.00) per approved SDO identified in the twenty-eight (28) day detachment plan(s), not to exceed eight (8) per twenty-eight (28) day cycle.

**39.16 King County Premium Pay**

Employees assigned to a permanent duty station in King County will receive five (5) percent 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.

**39.17 Paid Family Medical Leave (PFML) Insurance Program Premiums**

The Employer will deduct premium amounts from the wages of each employee in accordance with RCW 50A. The Employer will not pay any portion of the employee's share of the premium for family leave or medical leave benefits, or both.

**39.XX Education Incentive**

A. The following monthly education incentive pay will be paid to each employee upon completing the listed degree and providing proof of completion to the Agency:

1. Associate Degree: two percent (2%)

2. Bachelor Degree: four percent (4%)



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1        B.        The above percentages will be based upon the employee's base salary.

2        C.        An employee will be entitled to one (1) education incentive pay only.

3        D.        Degrees must be from an accredited institution of higher education.

For the Employer:

For the Union:

                              /s/                              7/22/21  
\_\_\_\_\_  
Siobhan Murphy, OFM                              Date  
Labor Negotiator

                              /s/                              7/22/21  
\_\_\_\_\_  
Richard Salinas, Union                              Date  
Teamsters 760 Representative

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**COMPENSATION APPENDIX B**  
**ASSIGNMENT PAY (AP)**

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in percentage of base salary ranges or a specific dollar amount. ~~If stated in ranges, the number of ranges would be added to the base range of the class.~~ The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

GROUP A			
Class Title	Class Code	Premium	Reference #
Fish & Wildlife Sergeants	388E	See References	<del>7, 37A</del>

REFERENCE #7: Law enforcement employees that are assigned a one hundred seventy-one (171) hour, twenty-eight (28) day work period will receive their base salary plus ten percent (10%). (Administrative update as WAC was repealed during civil service reform) (Eff. 12/85; Rev. 12/89; 12/97; 7/17)

REFERENCE ~~#37A~~XX: Certified instructors of defensive tactics, tactical advanced first aid (excluding basic first aid/AED training), firearms, boating safety, MOCC, and EVOC, will be compensated an additional ten dollars (\$10.00) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to WDFW Enforcement staff at trainings authorized by the Chief. ~~or in receiving re-certification training. Time spent for certified instructors receiving additional instruction in classes pre-approved by the Chief in disciplines identified in this reference~~

~~shall receive ten dollars (\$10.00) per hour and above regular salary benefits.~~

(Eff 7/05; Rev 7/07; 7/17)

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GROUP B

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REFERENCE #3: For required SCUBA diving and/or serving as Designated Person in Charge (DPIC). Basic salary range plus ten dollars (\$10.00) per diving or DPIC hour to employees in any class. (Eff. 7/15; Rev. 7/17)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one (1) or more foreign languages, American Sign Language, or Unified English Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus five percent (5%). (Rev. 5/92; 7/17)

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Group C

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REFERENCE #29: Upon review and approval from the OFM State Human Resources, employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees, which would severely impair the effective operation of the agency, will be compensated a percentage increase as detailed within the Group C listing. (Eff. 5/01; Rev. 7/17)

For the Employer:

For the Union:

/s/	7/22
Siobhan Murphy, OFM	Date
Labor Negotiator	

/s/	7/22
Richard Salinas, Union	Date
Teamsters 760 Representative	