

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.

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**ARTICLE 37**

**COMPENSATION**

**37.1 Pay Range Assignments**

A. Effective July 1, 2021, each classification represented by the Association will continue to be assigned to the same salary range of the “Washington State General Service Salary Schedule Effective January 1, 2021 through June 30, 2023” as it was assigned on June 30, 2021.

B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the 2021-2023 State General Service Salary Schedule that they were assigned on June 30, 2021.

BC. All ranges and steps of the General Service Salary Schedule will be as shown in ~~Compensation~~ Appendix B, effective July 1, 2021 to June 30, 2023~~2~~. This salary is based on the General Service Salary Schedule in effect on June 30, 2021.

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

FE. Minimum Wages Determined by Local Ordinances

Any employee who has a permanent assigned duty station within a local jurisdiction which has passed an ordinance establishing a minimum wage higher than the minimum wage established in this collective bargaining agreement, will be paid no less than the minimum wage directly by the local ordinance. The Employer will first consider the hourly wage of the employee’s base salary plus the King County premium pay (if applicable). If, after this consideration, the employee’s salary is still below the local

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1 ordinance minimum wage the employee will be placed on a step in the  
2 assigned salary range that is equal to or higher than the wage requirement  
3 of the local ordinance.

4 GF. Employees who are paid above the maximum for their range on the effective  
5 date of the increases described in Subsections B, C and D above will not  
6 receive the specified increase to their current pay unless the new range  
7 encompasses their current rate of pay.

8 HG. 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 **42.5 "IT" Professional Structure Pay Range Assignments**

13  
14 A. Effective July 1, 2021, Appendix C identifies the salary range and  
15 classification assignment.

16 B Effective July 1, 2021, all salary ranges and steps of the "IT" Range Salary  
17 Schedule will remain in effect until June 30, 2022 as shown in Appendix C.

18 C. Effective July 1, 2022, all salary ranges and steps of the "IT" Range Salary  
19 Schedule will be increased by three and twenty-five hundredths percent  
20 (3.25%), as shown in Appendix E.

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

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**1 37.3 Pay for Performing the Duties of a Higher Classification**

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

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

**17 37.4 Establishing Salaries for New Employees and New Classifications**

18 A. The Employer will assign newly hired employees to the appropriate range  
19 and step of the appropriate State General Service Salary Schedules as  
20 described in [Section 37.1](#). Supervisors may make a recommendation  
21 regarding the appropriate step, based upon qualifications and recruitment  
22 issues, to the Appointing Authority.

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

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**1 37.5 Periodic Increases**

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

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

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

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

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

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

**23 37.6 Salary Assignment Upon Promotion**

24 A. Employees promoted to a position in a class whose range is less than fifteen  
25 percent (15%) higher than the range of the former class will be advanced to  
26 a step of the range for the new class that is nearest to five percent (5%)  
27 higher than the amount of the pre-promotional step. The Appointing

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1 Authority may approve an increase beyond this minimum requirement, not  
2 to exceed the maximum of the salary range.

3 B. Employees promoted to a position in a class whose range is fifteen percent  
4 (15%) higher than the range of the former class will be advanced to a step  
5 of the range for the new class that is nearest to ten percent (10%) higher  
6 than the amount of the pre-promotional step. The Appointing Authority may  
7 approve an increase beyond this minimum requirement, not to exceed the  
8 maximum of the salary range.

9 C. Geographic Adjustments

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

15 **37.7 Salary Increases to Enhance Recruitment and Retention**

16 The Agency may adjust an employee's base salary within their salary range to  
17 address issues that are related to recruitment, retention, or other business-related  
18 reasons.

19 **37.8 Demotion**

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

24 **37.9 Transfer**

25 A transfer is defined as an employee-initiated move from one position to another  
26 position within or between agencies in the same job class (regardless of assigned

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1 range) or to a different job class with the same salary range. Transferred employees  
2 will retain their current base salary. If the previous base salary exceeds the new  
3 range, the employee's base salary will be set equal to the new range maximum.

4 **37.10 Reassignment**

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

9 **37.11 Reversion**

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

15 **37.12 Elevation**

16 Elevation is defined as restoring an employee to the higher classification, with  
17 permanent status, which was held prior to being granted a demotion or to a class  
18 that is between the current class and the class from which the employee was  
19 demoted. Upon elevation, an employee's salary will be determined in the same  
20 manner that is provided for promotion in [Subsection 37.6](#), above.

21 **37.13 Part-Time Employment**

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

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1   **37.14   Callback**

2           A.     Work Preceding or Following a Scheduled Work Shift

3                   Overtime-eligible employees 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 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                  in this Subsection.

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

15           B.     Work on Scheduled Days Off or Holidays

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

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

24                  2.       The Employer may cancel work assigned on a day off or holiday.  
25                  However, if the Employer does not notify affected employees of  
26                  such cancellation at least prior to their normal quitting times on their

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1                                   second workday preceding the day off or holiday work assignment,  
2                                   affected employees will receive a penalty payment of three (3) hours  
3                                   pay at the basic salary. These provisions will apply to employees on  
4                                   paid leave status.

5           C.     An employee who is receiving standby pay is not entitled to callback  
6                   penalty pay if required to return to work after departing the worksite or is  
7                   directed to report to duty prior to the starting time of their next scheduled  
8                   work shift.

9     **37.15 Shift Premium**

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

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

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

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

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

19                   2.     Regularly scheduled day shift employees are not entitled to shift  
20                                   premium unless:

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





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1 authorized paid leave and for holidays not worked which fall within their  
2 regularly scheduled shift.

3 **37.16 Standby**

4 A. An overtime-eligible employee is in standby status while waiting to be  
5 engaged to work by the Employer and both of the following conditions  
6 exist:

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

13 2. The agency requires the employee to be prepared to report  
14 immediately for work if the need arises, although the need might not  
15 arise.

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

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

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

24 E. Permanent members of the WDFW Oil Spill Response Team who are required to  
25 be fit for duty and respond immediately to a page from the Department of Ecology during  
26 hours outside the normal business day will be compensated at the rate of seven percent  
27 (7%) of their hourly base salary for time spent in standby status.

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1    **37.17 Relocation Compensation**

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

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

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

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

16    **37.18 Salary Overpayment Recovery**

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

19           A.     When an agency has determined that an employee has been overpaid wages,  
20                  the Agency will provide written notice to the employee, which will include  
21                  the following items:

22                   1.     The amount of the overpayment;

23                   2.     The basis for the claim; and

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

25           B.     Method of Payback

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

- 3           1.     Voluntary wage deduction;
- 4           2.     Cash; or
- 5           3.     Check.

6           The employee will have the option to repay the overpayment over a period  
7           of time equal to the number of pay periods during which the overpayment  
8           was made, unless a longer period is agreed to by the employee and the  
9           Agency.

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

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

18          E.     Appeal Rights

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

22    **37.19 Assignment Pay Provisions**

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

25          A.     The Employer may grant assignment pay to a position to recognize  
26          specialized skill, assigned duties, and/or unique circumstances that exceed

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1                   the ordinary. The Employer determines which positions qualify for the  
2                   premium.

3           B.       Classes approved for assignment pay have the letters “AP” appearing after  
4                   their class title in the compensation plan. All Assignment Pay Rates and  
5                   Special Pay Ranges and Notes are attached as Compensation Appendices B  
6                   and C to this Agreement.

7    **37.20 Medical/Dental Expense Account**

8           The Employer agrees to allow insurance eligible employees, covered by this  
9           Agreement, to participate in a medical and dental expense reimbursement program  
10           to cover co-payments, deductibles and other medical and dental expenses, if  
11           employees have such costs, or expenses for services not covered by health or dental  
12           insurance on a pretax basis as permitted by federal tax laws or regulations.

13   **37.21 Dependent Care Salary Reduction Plan**

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

18   **37.22 Pretax Health Care Premiums**

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

22   **37.23 Voluntary Separation Incentive – Voluntary Retirement Incentives**

23           Agencies will have the discretion to participate in a Voluntary Separation Incentive  
24           Program or a Voluntary Retirement Incentive Program, if such program is provided  
25           for in the 2021-2023 operating budget. Such participation must be in accordance

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1 with the program guidelines. Program incentives or offering of such incentives are  
2 not subject to the grievance procedure in [Article 27](#), Grievance Procedure.

3 **37.24 Emergency/Disaster Operations Compensation**

4 All employees performing emergency/disaster duties when working full-time under  
5 a phase II or higher activation level designated by the State Emergency Operating  
6 Center will be compensated as follows:

7 A. Employees will be paid at one and one-half (1-1/2) times the sum of their  
8 regular hourly rate for those hours worked in excess of forty (40) hours in a  
9 workweek as a result of full-time work in support of a significant  
10 emergency, declared disaster, or Emergency Management Assistance  
11 Compact (EMAC) or other Mutual Aid activations/deployments as  
12 determined by the agency head or designee. During federally declared  
13 disasters overtime compensation will be limited to cash payments.

14 B. For those hours worked during the activation, one dollar (\$1.00) is added to  
15 an employee's regular rate in lieu of any other forms of additional  
16 compensation including, but not limited to, callback, standby, shift  
17 differential, split shift differential, assignment pay, and/or schedule change.

18 C. Unless otherwise noted in writing, employees will retain the assigned  
19 workweek while supporting emergency/disaster operations. However,  
20 employees' assigned work hours may be different from their regularly  
21 assigned work hours.

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

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1    **37.25 Fire Duty Compensation – Department of Fish and Wildlife (DFW)**

2           The following subsection applies to WAFWP members engaged in fire suppression  
3           duties under an incident command structure. It does not apply to the work  
4           performed by the Prescribed Burn Team unless members of that team become  
5           engaged in fire suppression duties under an incident command.

6           A.     Compensation for Typical Fire Suppression Duties and/or Participating in  
7           the DNR Fire Training Academy Implementation: DFW employees  
8           performing fire suppression duties as defined in [RCW 76.04.005](#)(22), or  
9           other emergency duties, or participating in the DNR Fire Training  
10          Implementation, when they are working under the incident command  
11          system will be compensated as follows:

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

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

26           A closed satellite camp means an employee is unable to leave at the end of  
27           a work shift. When deployed to a closed satellite camp employees will be

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1 considered on twenty-four (24) hour duty. Pursuant to the Fair Labor  
2 Standards Act (FLSA), bona fide meal periods and a bona fide scheduled  
3 sleeping period of up to eight (8) hours are excluded from paid time. When  
4 employees are deployed to a closed satellite camp the agency (the “agency”  
5 may be DNR instead of DFW if DFW employees are under a DNR incident  
6 command structure) will provided specific items after a twenty-four (24)  
7 hour grace period, which commences when the incident command team  
8 initially deploys staff to the closed satellite camp. The provisions are a hot  
9 catered meal, adequate sleeping facilities (this means sleeping bag and tent),  
10 and a sleep period of at least five (5) hours that is not interrupted to perform  
11 fire duties. Should the Agency not provide these provisions in a closed  
12 satellite camp, the employee will be entitled to twenty-four (24) hour pay  
13 without excluding bona fide meal or sleep periods until the Agency meets  
14 its obligation.

15 **37.26 King County Premium Pay**

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

20 **37.27 Lump Sum**

- 21 A. Effective July 1, 2022, bargaining unit employees will receive a lump sum  
22 amount as shown in subsection B, who:  
23 1. Is hired on or before July 1, 2022.  
24 2. Is occupying a position that has an annual full-time equivalent base  
25 salary of less than ninety-nine thousand dollars (\$99,000.00) on June  
26 30, 2022.  
27 3. Base salary excludes overtime, shift differential and all other premiums  
28 or payments.



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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>\$2,500.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$1,875.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,250.00</u>
<u>\$81,777</u>	<u>\$99,000</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 July 1, 2022; or

b. If no work was performed on 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 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.

TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/ 9/23/21  
Siobhan Murphy, OFM Date  
Labor Negotiator

/s/ 9/23/21  
Rhonda Fenrich, WAFWP Date  
Lead Negotiator

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.