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ARTICLE 24

COMPENSATION

24.1 Administrative Law Judges General Service Pay Range Assignments

- A. On July 1, 2021, all Administrative Law Judges (ALJs) covered by this agreement will be placed on the General Service Salary Schedule as follows:

Entry ALJ	Range 68
Line ALJ	Range 70
Lead ALJ	Range 72
Senior ALJ	Range 74

11

B. Determination of Base Salary

At the time of implementation employees will receive a two percent (2%) salary schedule implementation adjustment. This amount will be the base salary for the purposes of placement on the salary schedule.

C. Implementation of the ALJs on the General Salary Schedule

After determining base salary above, employees will be placed on a step of their salary range as follows:

- i. Employees will be assigned to the step on their salary range nearest to, but no less than, their base salary, except that no employee will be placed higher than the top step on their salary range, currently Step L.
- ii. If the employee's base salary exceeds the top step of the salary range for the position, the employee will continue to be compensated at

1 the base salary until such time as the employee’s salary falls within
2 the salary range.

3 .

4 D. Pro Tem ALJs will be paid at the hourly rate established for Range 70, Step
5 L.

6 E. Effective July 1, 2022, all ranges and steps of the General Service Salary
7 Schedule will be increased by three and twenty-five hundredths percent
8 (3.25%). This salary increase is based on the General Service Salary
9 Schedule in effect on June 30, 2022.

10 F. Employees who are paid above the maximum for their range on the effective
11 date of the increases described in Subsection E, above will not receive the
12 specified increase to their current pay unless the new range encompasses
13 their current rate of pay.

14

15 **24.2 Periodic Increases**

16 Annual periodic increases are suspended until July 1, 2022.

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

19 A. The period increment date (PID) is based on the employee’s initial date of
20 hire with the Office of Administrative Hearings (OAH) as an
21 Administrative Law Judge. The PID date is twelve (12) months from the
22 OAH hire date.

23 B. Effective July 1, 2022, employees will receive a two (2) step increase to
24 their base salary annually, on their periodic increment date, until they reach
25 the top step of the pay range, currently Step L.

1 C. 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 this section and 24.5 below.

4

5 **24.3 Longevity Increase**

6 All employees will progress to Step M six (6) years after being assigned to Step L
7 in their permanent salary range. The Employer may increase an employee's step to
8 Step M to address issues related to recruitment, retention or other business needs.

9 **24.4 Salary Adjustments**

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

14 **24.5 Adjustment for Change in Appointment**

15 Employees appointed to a position with a higher salary range will be placed in the
16 new range at a salary that is nearest to five percent (5%) higher than their previous
17 base salary. The Chief may approve an increase beyond this minimum requirement,
18 not to exceed the maximum of the salary range.

19

20 **24.6 Part-Time Employment**

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

23

24

25 **24.7 King County Premium Pay**

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

1 **24.8 Salary Overpayment Recovery**

2 A. When the OAH has determined that an employee has been overpaid wages,
3 the OAH 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
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 OAH. The payroll deduction to repay the
18 overpayment shall not exceed five percent (5%) of the employee's
19 disposable earnings in a pay period. However, the OAH and
20 employee can agree to an amount that is more than the five
21 percent (5%).

22 3. If the employee fails to choose one (1) of the three (3) options
23 described above within the timeframe specified in the OAH's
24 written notice of overpayment, the OAH will deduct the
25 overpayment owed from the employee's wages. This overpayment

1 recovery will take place over a period of time equal to the number
2 of pay periods during which the overpayment was made.

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

5 C. Appeal Rights

6 Any dispute concerning the occurrence or amount of the overpayment will
7 be resolved through the grievance procedure in Article 20, Grievance
8 Procedure, of this Agreement.

9

10 **24.9 One-Time Lump Sum Payment**

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

- 13 1. Hired on or before July 1, 2022.
14 2. Occupying a position that has an annual full-time equivalent base
15 salary of less than ninety-nine thousand dollars (\$99,000.00) on June
16 30, 2022 after all adjustments to an employee's base salary have been
17 completed. Base salary excludes any other premiums or payments.

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

21

Annual Full-time Salary Equivalent		Maximum Lump Sum Payment Amount
Greater than or Equal to	Less than	
\$64,554	\$81,777	\$1,250.00
\$81,777	\$99,000	\$625.00
\$99,000		\$0.00

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- 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 UNION:

FOR THE EMPLOYER:

/s/

/s/

10/01/2021 **DATE**

10/01/2021 **DATE**

JASON HOLLAND

JANETTA SHEEHAN

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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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFL-CIO (OAH – ALJ)**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past 18 months, have made a difference and have altered the course of the pandemic in fundamental ways.

COVID-19 vaccines are effective in reducing infection and serious disease, and widespread vaccination is the primary means we have as a state to protect everyone. Widespread vaccination is also the primary means we have as a state to protect our health care system, to avoid the return of stringent public health measures, and to put the pandemic behind us.

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the [Governor's proclamation 21-14.1](#).

In recognition of the above, the parties agree to the following:

All employees will take the necessary steps to be fully vaccinated by October 18, 2021 or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.

1. Exemption process:

- a. The Employer will provide employees with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency SharePoint systems or secured network drives with an email notice to all staff.

Employees will inform their supervisor or HR representative, either orally or in writing, as soon as possible if they wish to request a medical or religious exemption. Agencies request and the union encourages employees to submit completed necessary materials as soon as possible to allow for the best chance of their requests being processed in time. OAH will continue with processing requests received up to October 18, 2021.

- b. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
- c. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or be subject to non-disciplinary separation.
- d. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.

2. Reasonable Accommodations for medical or religious exemptions

Employees who are approved for a medical or religious exemption will proceed to the reasonable accommodation process. The Employer will conduct a diligent review and search for possible accommodations within the agency. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.

- a. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.
- b. Upon request, an employee will be provided a copy of their accommodation information that is maintained by the Employer.
- c. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
- d. In the event that a reasonable accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation.

3. Vaccine verification

All information disclosed to the Employer during the vaccination verification process will only be accessible by authorized individuals for the purpose of administering the vaccination mandate or as required by law.

4. Vaccine access

Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked. The employer may require that the time be supported by documentation.

5. Workplace safety

- a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or local guidelines:
 - i. employee and visitor masking will be required as outlined by the above referenced guidelines
 - ii. symptom screenings will continue in accordance with the above referenced guidelines.
- b. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.

6. Paid leave

After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

7. Conditions of Employment

- a. If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the employee may use accrued leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the collective bargaining agreement.
- b. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class at their work location provided the employee has become fully vaccinated and the employer has not permanently filled their previous position. This provision expires on November 17, 2021.
- c. If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.
- d. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.

8. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.

The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.

Tentative agreement has been reached on October 1, 2021 and the provisions contained in this MOU shall take effect upon ratification.

Dated October 1, 2021

For the Employer:

For the Union:

/s/

/s/

10/01/2021

Jenny Sheehan, OFM
Senior Labor Negotiator

Leanne Kunze
WFSE/AFSCME Council 28
Executive Director