

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 42
COMPENSATION

42.1 General Service Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same salary range of the “General Service Salary Schedule 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 General Service Salary Schedule they were assigned on June 30, 2021.
- C. Effective July 1, 2021, all ranges and steps of the General Service Salary Schedule effective July 1, 2019 through June 20, 2021 will remain in effect until June 30, ~~2023~~2022 as shown in Appendix E.
- 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 F. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022.
- ~~D~~E. 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 directed 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 ordinance minimum wage the employee will be placed on a step in the assigned salary range that is equal to or higher than the wage requirement of the local ordinance.

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1 F. Employees who are paid above the maximum for their range on the effective
2 date of the increases described in Subsection D, above will not receive the
3 specified increase to their current pay unless the new range encompasses
4 their current rate of pay.

5 E.G. 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.

8 F..H. All employees earning a salary that is less than or equal to the state
9 minimum wage will have their salaries adjusted in accordance with the state
10 minimum wage act.

11 **42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or**
12 **Inversion – Inequities**

13 A. Effective July 1, 2021, each classification represented by the Union and
14 listed in Appendix P will continue to be assigned to the same salary range
15 of the “GS1” Salary Schedule it was assigned on June 30, 2021.

16 B. Effective July 1, 2021, each employee will continue to be assigned to the
17 same range and step of the “GS1” Salary Schedule they were assigned on
18 June 30, 2021.

19 C. Effective July 1, 2021, all ranges and steps of the “GS1” Salary Schedule
20 will, remain in effect until June 30, ~~2023~~2022 as shown in Appendix I.

21 D Effective July 1, 2022, all ranges and steps of the “GS1” Salary Schedule
22 will be increased by three and twenty-five hundredths percent (3.25%), as
23 shown in Appendix I. This salary increase is based on the “GS1” Salary
24 Schedule in effect on June 30, 2022

25 E. Employees who are paid above the maximum for their range on the effective
26 date of the increases described in Subsection D ~~and E~~ above will not receive
27 the specified increase to their current pay unless the new range encompasses
28 their current rate of pay.

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1 F.: Longevity Increase

2 All employees will progress to step M six (6) years after being assigned to step L
3 in their permanent salary range.

4 **42.3 “N1” Pay Range Assignments Recruitment or Retention – Compression or
5 Inversion -- Inequities**

6 A. Effective July 1, 2021, each classification represented by the Union will
7 continue to be assigned to the same step of the “N1” Range Salary Schedule
8 that they were assigned on June 30, 2019.

9 B. Effective July 1, 2021, each employee will continue to be assigned to the
10 same range and step of the “N1” salary schedule they were assigned on June
11 30, 2019.

12 C. Effective July 1, 2021, all salary ranges and steps of the “N1” Salary
13 Schedule will remain in effect until June 30, ~~2023~~2022 as shown in
14 Appendix K.

15 D. Effective July 1, 2022, all salary ranges and steps of the “N1” Salary
16 Schedule will be increased by three and twenty-five hundredths percent
17 (3.25%), as shown in Appendix K. This salary increase is based on the “N1”
18 Salary Schedule in effect on June 30, 2022.

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

23 ~~D~~F. Step U

24 Step U will be designated as twenty-six (26) years of experience and employees
25 will advance to step U in accordance with [Section 42.8](#), Periodic Increases.
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1 **42.4 “CC” Pay Range Assignments**

2 A. Effective July 1, 2021, each classification represented by the Union and
3 listed in Appendix P will continue to be assigned to the same salary range
4 of the “CC” Range Salary Schedule it was assigned on June 30, 2021.

5 B. Effective July 1, 2021, each employee will continue to be assigned to the
6 same range and step of the “CC” Range Salary Schedule that they were
7 assigned on June 30, 2021.

8 C. Effective July 1, 2021, all salary ranges and steps of the “CC” Range Salary
9 Schedule will remain in effect until June 30, 2023 as shown in Appendix
10 M. F.

11 D. Effective July 1, 2022, all salary ranges and steps of the “CC” Range Salary
12 Schedule will be increased by three and twenty-five hundredths percent
13 (3.25%), as shown in Appendix M. This salary increase is based on the
14 “CC” Range Salary Schedule in effect on June 30, 2022.

15 F. Employees who are paid above the maximum for their range on the effective
16 date of the increases described in Subsection D above will not receive the
17 specified increase to their current pay unless the new range encompasses
18 their current rate of pay.

19 DG. Longevity Increase

20 All employees will progress to step M six (6) years after being assigned to step L
21 in their permanent salary range.

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23 **42.5 “IT” Professional Structure Pay Range Assignments**

24 A. Effective July 1, 2021, Appendix T identifies the salary range and
25 classification assignment.

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1 B Effective July 1, 2021, all salary ranges and steps of the “IT” Range Salary
2 Schedule will remain in effect until June 30, ~~2023~~2022 as shown in
3 Appendix U.

4 C. Effective July 1, 2022, all salary ranges and steps of the “IT” Range Salary
5 Schedule will be increased by three and twenty-five hundredths percent
6 (3.25%), as shown in Appendix U.

7 D. Employees who are paid above the maximum for their range on the effective
8 date of the increases described in Subsection C above will not receive the
9 specified increase to their current pay unless the new range encompasses
10 their current rate of pay.-

11 **42.6 Recruitment or Retention – Compression or Inversion – Higher Level Duties**
12 **and Responsibilities – Inequities**

13 Effective July 1, 2019, targeted job classifications were assigned to a higher salary
14 range due to documented recruitment or retention difficulties, compression or
15 inversion, higher level duties and responsibilities or inequities. Appendix S
16 identifies the impacted job classifications, the effective dates and the salary range
17 for which they were assigned.

18 **42.7 Pay for Performing the Duties of a Higher Classification**

19 A. Employees who are temporarily assigned the full scope of duties and
20 responsibilities for more than thirty (30) calendar days to a higher-level
21 classification whose salary range maximum is less than fifteen percent
22 (15%) higher than the salary range maximum of the former class will be
23 notified in writing and will be advanced to a step of the range for the new
24 class that is nearest to five percent (5%) higher than the amount of the pre-
25 promotional step. The increase will become effective on the first day the
26 employee was performing the higher-level duties.

27 B. Employees who are temporarily assigned the full scope of duties and
28 responsibilities for more than thirty (30) calendar days to a higher-level

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1 classification whose salary range maximum is fifteen percent (15%) or more
2 higher than the salary range maximum of the former class will be notified
3 in writing and will be advanced to a step of the range for the new class that
4 is nearest to ten percent (10%) higher than the amount of the pre-
5 promotional step. The increase will become effective on the first day the
6 employee was performing the higher- level duties.

7 C. In an emergent situation in the absence of an Attendant Counselor 2 or
8 Attendant Counselor 3, when an Attendant Counselor 1 performs the duties
9 of a shift charge, they will be compensated as an Attendant Counselor 2
10 relief shift charge for that shift.

11 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for
12 filling behind an Attendant Counselor 3 in the event of absences, exclusive
13 of annual leave, for fifteen (15) workdays in a calendar month. Payment at
14 the Attendant Counselor 3 rate will begin on the 16th day of the Attendant
15 Counselor 3 absence.

16 E. A Mental Health Technician (MHT) 1 or MHT 2 will be paid at the
17 Psychiatric Security Attendant (PSA) rate of pay when working in a PSA
18 post, unless it was the result of a shift exchange in accordance with [Article](#)
19 [6.17](#). Employees compensated in accordance with this section will be paid
20 at the same step in the PSA salary that they are currently assigned to at the
21 MHT salary range.

22 F. Department of Transportation – Maintenance Bargaining Unit – Winter
23 Shift Upgrades

24 The Employer will calculate all previous non-permanent appointment time
25 to adjust the salary step, to include a two (2) step increase for every
26 accumulated twelve (12) months, until they reach the top of the pay range.
27 During the temporary upgrade the PID increases may be temporarily
28 deferred until the employee returns to their permanent position.

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1 **42.8 Establishing Salaries for New Employees and New Classifications**

2 The Employer will assign newly hired employees to the appropriate range and step
3 of the appropriate State Salary Schedules as described in [Sections 42.1, 42.2 42.3](#)
4 [and 42.4](#), above.

5 A. The salary of employees in classes requiring licensure, as a registered nurse
6 or physicians assistant, certified (PA-C) will be governed by the “N1”
7 Range Salary Schedule.

8 B. An employee’s experience as a registered nurse (RN), physicians assistant,
9 certified (PA-C) and/or licensed practical nurse (LPN), calculated as
10 follows, will determine the placement of an employee on the proper step
11 within an “N1” range:

12 1. RN and PA-C experience will be credited year for year.

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

16 **42.9 Periodic Increases**

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

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

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

7 D. Employees governed by the “N1” range salary schedule that have reached
8 Step K, will receive a one (1) step increase based on years of experience up
9 to the maximum of the range.

10 E. Employees who are appointed to another position with a different salary
11 range maximum will retain their periodic increment date and will receive
12 step increases in accordance with [Subsections 42.9](#) A through C.

13 F. Seasonal career/cyclic employees periodic increment dates will be adjusted
14 for time not worked.

15 G. Department of Transportation – Maintenance Bargaining Unit – Winter
16 Shift Upgrades

17 The Employer will calculate all previous non-permanent appointment time
18 to adjust the salary step, to include a two (2) step increase for every
19 accumulated twelve (12) months, until they reach the top of the pay range.
20 During the temporary upgrade the PID increases may be temporarily
21 deferred until the employee returns to their permanent position.

22 **42.10 Salary Assignment Upon Promotion**

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

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1 beyond this minimum requirement, not to exceed the maximum of the salary
2 range.

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

10 C. Geographic Adjustments

11 The Appointing Authority may authorize more than the step increases
12 specified in [Subsections 42.9](#) A and B, when an employee's promotion
13 requires a change of residence to another geographic area to be within a
14 reasonable commuting distance of the new place of work. Such an increase
15 may not result in a salary greater than the range maximum.

16 D. Promotions for Registered Nurses or Physicians Assistants

17 1. Promotional increases for classes requiring licensure as a registered
18 nurse (RN) or physicians assistant, certified (PA-C) ("N" ranges)
19 are calculated in the manner described below.

20 2. An employee who is promoted into or between classes which have
21 pay range "N" will advance to the step in the new range, as shown
22 in the "N1" Range Salary Schedule, as described in [Section 42.3](#),
23 which represents the greater of (a), (b) or (c) below.

24 a. Placement on the step which coincides with the employee's
25 total length of experience as a registered nurse (RN),
26 physicians assistant, certified (PA-C) and/or licensed
27 practical nurse (LPN). Experience will be credited as
28 follows:

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1 i. RN and PA-C experience will be credited year for
2 year.

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

7 Or

8 b. Placement on the step of the new range that is nearest to a
9 minimum of five percent (5%) higher than the amount of the
10 pre-promotional step. The Appointing Authority may
11 authorize more than a five percent (5%) increase, but the
12 amount must be on a step within the salary range for the
13 class.

14 Or

15 c. The Appointing Authority will advance an employee who is
16 promoted under any one or more of the following conditions
17 to the step of the range for the new class that is nearest to a
18 minimum of ten percent (10%) higher than the amount of the
19 pre-promotional step. The Appointing Authority may
20 authorize more than a ten percent (10%) increase, but the
21 amount must be on a step within the salary range for the
22 class:

23 i. When the employee is promoted to a class whose
24 base range is six (6) or more ranges higher than the
25 base range of the employee's former class;

26 ii. When the employee is promoted over an intervening
27 class in the same class series;

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1 **42.15 Reversion**

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

7 **42.16 Elevation**

8 Elevation is defined as restoring an employee to the higher classification, with
9 permanent status, which was held prior to being granted a demotion or to a class
10 that is between the current class and the class from which the employee was
11 demoted. Upon elevation, an employee’s salary will be determined in the same
12 manner that is provided for promotion in [Section 42.9](#).

13 **42.17 Part-Time Employment**

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

17 **42.18 Callback**

18 A. Work Preceding or Following a Scheduled Work Shift

19 Overtime-eligible employees will be notified prior to their scheduled
20 quitting time either to return to work after departing the worksite or to
21 change the starting time of their next scheduled work shift.

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

26 2. The Employer may cancel a callback notification to work extra
27 hours at any time, but cancellation will not waive the penalty cited
28 in this Section.

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

3 B. Work on Scheduled Days Off or Holidays

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

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

12 2. The Employer may cancel work assigned on a day off or holiday.
13 However, if the Employer does not notify affected employees of
14 such cancellation at least prior to their normal quitting times on their
15 second workday preceding the day off or holiday work assignment,
16 affected employees will receive a penalty payment of three (3) hours
17 pay at the basic salary.

18 These provisions will apply to employees on paid leave status.

19 C. When an overtime-eligible employee volunteers to work on a scheduled day
20 off, the employee is not entitled to callback under [42.17](#) B.

21 D. An employee who is receiving standby pay is not entitled to callback pay if
22 required to return to work after departing the worksite or is directed to report
23 to duty prior to the starting time of their next scheduled work shift.

24 E. Emergency Schedule Changes – Departments of Agriculture and
25 Transportation

26 If the Employer makes an emergency schedule change as defined in
27 [Article 6](#), Hours of Work, the affected employee will receive a penalty

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1 payment of three (3) hours pay at the basic salary, per occurrence, in
2 addition to all other compensation due.

3 **42.19 Shift Premium**

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

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

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

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

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

13 2. Regularly scheduled day shift employees are entitled to shift
14 premium when the employee’s regular or temporary scheduled work
15 includes hours after 6:00 pm and before 6:00 am where no overtime,
16 schedule change pay, or callback compensation is received. Shift
17 premium for day shift employees is paid only for hours worked after
18 6:00 pm and before 6:00 am.

19 3. Employees regularly scheduled to work at least one (1), but not all,
20 evening and/or night shifts are entitled to shift premium for those
21 shifts. Additionally, these employees are entitled to shift premium
22 for all hours adjoining that evening or night shift which are worked.

23 C. Part-time and on-call employees will be entitled to basic shift premium
24 under the following circumstances:

25 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

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1 2. For assigned full evening or night shifts, as defined above in
2 Subsection 42.19 B.

3 D. In cases where shift premium hours are regularly scheduled over a year,
4 agencies may pay shift premium at a monthly rate that is equal for all
5 months of the year. Monthly rates will be calculated by dividing twelve (12)
6 into the amount of shift premium an employee would earn in a year if the
7 hourly rules in [Subsection 42.18 C](#) were applied.

8 E. When an employee is compensated for working overtime during hours for
9 which shift premium is authorized in this Section, the overtime rate will be
10 calculated using the “regular rate.”

11 F. Employees eligible for shift premium for their regularly scheduled shifts
12 will receive the same proportion of shift premium for respective periods of
13 authorized paid leave and for holidays not worked which fall within their
14 regularly scheduled shift.

15 **42.20 Shift Premium for Registered Nurses and Related Classes**

16 Registered Nurses 1 through 4 and related job classes requiring licensure as a
17 registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security
18 Nurses will receive one dollar and fifty cents (\$1.50) per hour shift differential for
19 evening shift and night shift work.

20 **42.21 King County Premium Pay**

21 Employees assigned to a permanent duty station in King County will receive five
22 (5) percent Premium Pay calculated from their base salary. When an employee is
23 no longer permanently assigned to a King County duty station they will not be
24 eligible for this premium pay.

25 **42.22 Supplemental Shift Premium for Nurses**

26 For the classes of Registered Nurse 1 through 4 and related job classes requiring
27 licensure as a registered nurse, supplemental shift premium will be paid in the

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1 amounts and under the conditions described below. Employees may qualify for one
2 (1) or both of these supplemental shift premiums.

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

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

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

9 D. Supplemental shift premiums are not payable during hours other than those
10 specified.

11 **42.23 Split Shift**

12 When an employee's assigned work shift is split with a minimum of four (4)
13 intervening hours not worked, the employee, except for registered nurses and
14 related classes, will receive the shift premium rate designated in [Subsection 42.19](#)
15 B for all hours worked. Registered nurses and related classes will receive the
16 premium rate set forth in [Section 42.20](#) for all hours worked. The provisions of
17 [Subsections 42.19 D, E and F](#) will apply to employees working split shifts.

18 **42.24 Standby**

19 A. An employee is in standby status while waiting to be engaged to work by
20 the Employer and both of the following conditions exist:

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

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1 2. When it is necessary to successfully recruit or retain a qualified
2 candidate or employee who will have to make a domiciliary move
3 in order to accept the position.

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

11 **42.26 Labor & Industries Risk Class 7200/7201**

12 Employees assigned to Labor & Industries Risk Class 7200 or 7201 on July 1 of
13 each year will receive a payment of two hundred and fifty (\$250.00) dollars. This
14 payment will be treated as wages.

15 **42.27 Salary Overpayment Recovery**

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

- 19 1. The amount of the overpayment,
- 20 2. The basis for the claim, and
- 21 3. The rights of the employee under the terms of this Agreement.

22 B. Method of Payback

23 1. The employee must choose one of the following options for paying
24 back the overpayment:

- 25 a. Voluntary wage deduction
- 26 b. Cash
- 27 c. Check

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- 1 B. Special Pay Ranges
2 Special pay ranges are used to equal or approximate prevailing rate practices
3 found in private industry or other governmental units. An affected class is
4 identified by a letter designation following the basic salary range number or
5 by a letter designation preceding a number. In the latter case, a special salary
6 schedule will be used for such classes.
- 7 C. All Assignment Pay rates and Special Pay Ranges and Notes are listed
8 within Appendices O and P of this Agreement.

9 **42.29 Dependent Care Salary Reduction Plan**

10 The Employer agrees to maintain the current dependent care salary reduction plan
11 that allows eligible employees, covered by this Agreement, the option to participate
12 in a dependent care reimbursement program for work-related dependent care
13 expenses on a pre-tax basis as permitted by federal tax law or regulation.

14 **42.30 Pre-tax Health Care Premiums**

15 The Employer agrees to provide eligible employees with the option to pay the
16 employee portion of health premiums on a pre-tax basis as permitted by federal tax
17 law or regulation.

18 **42.31 Medical/Dental Expense Account**

19 The Employer agrees to allow insurance eligible employees, covered by the
20 Agreement, to participate in a medical and dental expense reimbursement program
21 to cover co-payments, deductibles and other medical and dental expenses, if
22 employees have such costs, or expenses for services not covered by health or dental
23 insurance on a pre-tax basis as permitted by federal tax law or regulation.

24 **42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives**

25 Agencies will have the discretion to participate in a Voluntary Separation Incentive
26 Program or a Voluntary Retirement Incentive Program, if such program is provided
27 for in the operating budget. Such participation must be in accordance with the

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1 program guidelines. Program incentives or offering of such incentives are not
2 subject to the grievance procedure in [Article 29](#), Grievance Procedure.

3 **42.33 Special Commitment Center (DSHS)**

4 Employees assigned to work on McNeil Island at the Special Commitment Center
5 will receive ten dollars (\$10.00) premium pay for each day they are physically
6 working on the Island. Days in a paid status not working on the Island will not
7 qualify for their premium pay.

8 **42.34 Fire Duty Compensation – Department of Social and Health Services (DSHS)**
9 **and Department of Children, Youth, and Families (DCYF)**

10 DSHS and DCYF employees sent to forest fire camps in charge of inmate or
11 resident fire fighters for a period of twenty-four (24) hours or more will be on
12 “extended duty assignment.” Employees on extended duty assignment will be
13 considered to be on continuous duty from the time they commence such duty,
14 including travel time to the fire, until they are released from duty, including travel
15 time for return to their non-fire duty station.

16 A. During the extended duty assignment, all time will be paid as work time,
17 except that the Employer may deduct up to eight (8) hours of non-work time
18 each day for sleep, plus up to three (3) hours for meals, provided that:

19 1. The employee has no responsibility during time deducted for meal
20 periods.

21 2. The time deducted for sleep includes a period of five (5) continuous
22 hours which are not interrupted by a call to work.

23 B. Employees will not be entitled to receive callback pay for any work
24 performed during the hours of an extended duty assignment or the transition
25 back to their regular work schedule.

26 C. While on extended duty assignment, the employee’s workweek will remain
27 the same. However, an employee’s assigned work hours while on extended

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1 duty assignment may be different from their regularly assigned work hours.
2 Work schedules for employees on extended duty assignment will be
3 determined after camp has been set up.

4 D. If an employee is directed to perform duties which extend beyond their
5 assigned work hours, as determined in [Subsection 42.29](#) C above, they will
6 be compensated at the overtime rate. If an employee is directed to return to
7 duty without having had five (5) continuous hours off duty, the employee
8 will be compensated at the overtime rate for all off-duty hours, in addition
9 to the number of hours worked, until they are relieved from duty for five (5)
10 consecutive hours. If an employee is directed to return to work after being
11 off duty for five (5) consecutive hours but prior to their assigned shift, they
12 will be compensated at the overtime rate for actual hours worked during the
13 off-duty hours.

14 E. There is no eligibility for standby pay during an extended duty assignment.

15 F. Employees whose regular work schedule entitles them to shift premium will
16 be paid shift premium while on extended duty assignment.

17 **42.35 Fire Duty Compensation – Department of Natural Resources (DNR)**

18 A. Compensation for Typical Fire Suppression Duties and/or Participating in
19 the DNR Fire Training Academy Implementation:

20 DNR employees performing fire suppression duties as defined in
21 [RCW 76.04.005](#)(22), or other emergency duties, or participating in the
22 DNR Fire Training Academy implementation, when they are working under
23 the incident command system will be compensated as follows:

24 1. Employees will be paid at a one and one half (1 ½) times the sum of
25 their regular hourly rate (plus two dollars [\$2.00] if applicable per
26 Subsection 2 below) for those hours worked in excess of forty (40)
27 hours in a workweek.

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- 1 C. “Wild Fire Suppression and Other Emergency Duties,” Appendix Q,
2 provides direction on the non-compensation elements of fire duty.

3 **42.36 Spill Response Team – Department of Ecology**

- 4 A. In addition to the compensation described in [Article 7](#), Overtime, employees
5 on spill response duty will be compensated as follows:

6 1. Employees will be in only one (1) pay status at a time. Employees
7 cannot accrue standby pay and pay for time worked.

8 2. Standby pay will be provided to employees required to be on
9 standby status for purposes of spill response. Employees will be
10 compensated for standby in accordance with [Subsection 42.22](#) D
11 above, for all hours in standby status.

12 B. Employees responding to a spill will be paid at a rate of one and one-half
13 (1-1/2) times the employee’s hourly salary (including the assignment pay)
14 for time worked outside their normal work hours. “Responding to a spill”
15 includes receiving phone calls and any required follow-up activities, field
16 response, and any other activities as identified in the Spill Response
17 Operations Manual.

18 C. Employees permanently assigned to the Emergency Spill Response Team
19 (full-time responders) will receive assignment pay per [Section 42.25](#), above.
20 Employees not permanently assigned to the Emergency Response Team
21 (after-hours responders) but who are designated by the Spill Response
22 Section Manager as spill responders eligible for assignment pay, will
23 receive two dollars and forty-four cents (\$2.44) per hour for each hour on
24 duty in the assigned duty week that is outside of normal work hours as
25 described in the Spill Response Operations Manual.

26 **42.37 Emergency/Disaster Operations Compensation**

27 All employees, except those performing duties as outlined in [Sections 42.30, 42.31,](#)
28 [and 42.32](#) above, performing emergency/disaster duties when working full-time

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1 under a Level 2 or higher activation level designated by the State Emergency
2 Operation Center will be compensated as follows:

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

10 B. For those hours worked during the activation, one dollar (\$1.00) is added to
11 an employee's regular rate in lieu of shift differential, split shift differential,
12 and/or schedule change compensation.

13 C. Unless otherwise noted in writing, employees will retain the assigned
14 workweek while supporting emergency/disaster operations. However,
15 employees' assigned work hours may be different from their regularly
16 assigned work hours.

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

21 **42.38 Lump Sum**

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

24 1. Was hired on or before July 1, 2021 and still employed on July 1, 2022.

25 2. Is occupying a position that has an annual full-time equivalent base
26 salary of less than ninety-nine thousand dollars (\$99,000.00) on June
27 30, 2022.

28 3. Base salary excludes overtime, shift differential and all other premiums
29 or payments.

30 4. Hourly employees' annual base salary shall be the base hourly rate
31 multiplied by two thousand eighty-eight (2,088).

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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>\$3,400.00</u>
<u>\$47,331</u>	<u>\$64,554</u>	<u>\$2,550.00</u>
<u>\$64,554</u>	<u>\$81,777</u>	<u>\$1,700.00</u>
<u>\$81,777</u>	<u>\$99,000</u>	<u>\$850.00</u>
<u>\$99,0009</u>		<u>\$0.00</u>

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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 June 30, 2022; or
 - b. If no work was performed on June 30, 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.

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TENTATIVE AGREEMENT REACHED

For the Employer:

For the Union:

/s/

/s/

Scott Lyders, OFM
Labor Negotiator

Date
9/21/21

Leanne Kunze
WFSE/AFSME Council 28
Executive Director

Date

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