

TENTATIVE AGREEMENT ONLY.

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Employer Counter Proposal
 FWOG 21-23 Re-Opener Negotiations
 July 8, 2021

**Compensation Appendix
 A-1**

WDFW Enforcement Salary Schedule
 Effective July 1, 2022 - June 30, 2023

	Appointment	6 Months	12 Months	12 Months	12 Months
<u>Recruit</u>	\$ 5,370 5,587	-	-	-	-
<u>Officer</u>	\$ 5,639 6,034	\$ 5,780 6,275	\$ 6,069 6,777	\$ 6,372 7,319	\$ 6,694 7,904

For the Employer:

For the Union:

/s/ _____ 7/21/21
 Siobhan Murphy, OFM Date
 Labor Negotiator

/s/ _____ 7/26/21
 Jim Cline, Union Date
 FWOG Attorney

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COMPENSATION APPENDIX B
ASSIGNMENT PAY (AP)

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. ~~Employees may hold up to two (2) full-time percentage APs, not including Reference #7.~~ The "premium" is stated in ~~ranges~~ percentage of base salary 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 Detectives	388D	See References	7, 37A
Fish & Wildlife Officers	388A-C	See References	7, 37A
Fish and Wildlife Officer 2	388B	See References	60
Fish and Wildlife Officer 3	388C	See References	60

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 (Administrative update as WAC was repealed during civil service reform) (Eff. 12/85; Rev. 12/89; 12/97; 7/17)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 #XX: ~~Employees who are assigned by the Chief as Detective will receive their base salary plus three six-four and half percent (364.5%). For all employees who have successfully completed trial service and are employed as Fish and Wildlife Detectives at the time of execution of this Amended Agreement, the classification assignment of Detective shall continue unless:~~

- a. ~~There is just cause to remove the assignment;~~
- b. ~~The employee leaves employment with the Department of Fish and Wildlife Enforcement;~~

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1 c. The employee is promoted to a higher rank, or

2 d. The employee requests and is granted by the Chief removal of the assignment.

3 e. If there is a WDFW Enforcement Program change that impacts Detective
4 assignments, the Employer will provide notice and an opportunity to bargain.

5 REFERENCE #XX: Employees who are assigned by the Chief as a Master Instructor of
6 DT and Firearm will receive their base salary plus five percent (5%).

7
8 REFERENCE #XX: Employees who are assigned by the Chief as a Master Instructor of
9 EVOC, First Aid and Boating will receive their base salary plus two and half percent
10 (2.5%).

11 REFERENCE #XX: Employees who are assigned by the Chief as a Field Training Officer
12 (FTO) will receive their base salary plus ten percent (10%) for all time worked while
13 assigned a student officer and completing daily observation and end of phase reports.

14 Employees who are assigned by the Chief as Senior FTOs will receive their base salary
15 plus five three percent (53%) for all time worked when assigned as Senior FTO for a
16 student officer while the student officer is in field training status. and shall not receive the
17 daily premium above for work with a student officer. If assigned as a FTO and Senior FTO
18 at the same time, the employee shall receive the higher of the two premiums.

19
20 REFERENCE #XX37A: This Reference does not apply to employees who are currently
21 assigned as a Master Instructor. Certified instructors of defensive tactics, tactical advanced
22 first aid (excluding basic first aid/AED training), firearms, boating safety, MOCC, and
23 EVOC, will be compensated an additional ten dollars (\$10.00) per hour, over and above
24 regular salary and benefits, for every hour engaged in giving instruction to or in receiving
25 re-certification training. Time spent for certified instructors receiving additional instruction
26 in classes pre-approved by the Chief in disciplines identified in this reference shall receive
27 ten dollars (\$10.00) per hour and above regular salary benefits. (Eff. 7/05; Rev. 7/07; 7/17)

28
29 ~~REFERENCE #60: Employees who are assigned by the appointing authority to work as a~~
30 ~~Field Training Officer (FTO) will be compensated for documenting daily observations of~~
31 ~~a Student Officer for up to one (1) hour at the overtime rate for each duty day worked as~~

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1 ~~an FTO, and up to one (1) hour at the overtime rate for time spent on the end of phase~~
2 ~~report. (Eff. 7/17)~~

3

GROUP B

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

7 REFERENCE #18: Employees in any position whose current, assigned job responsibilities
8 include proficient use of written and oral English and proficiency in speaking and/or
9 writing one (1) or more foreign languages, American Sign Language, or Unified English
10 Braille, provided that proficiency or formal training in such additional language is not
11 required in the specifications for the job class. Basic salary plus five percent (5%). (Rev.
12 5/92; 7/17)

Group C

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

For the Employer:

For the Union:

/s/

7/21/21

/s/

7/26/202

1

Siobhan Murphy, OFM
Labor Negotiator

Date

Jim Cline, Union
FWOG Attorney

Date

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ARTICLE 38

COMPENSATION

38.1 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.

B.—[Note: This is not a change in pay but simply identifies that the entry level Officer rate is 8% above the recruit wage.] Fish and Wildlife Officer Recruits upon successful completion of the in-training program shall become Fish and Wildlife Officers at a rate of pay eight percent (8%) above the Recruit wage. Thereafter, Fish and Wildlife Officers will receive four percent (4%) progression adjustment six (6) months from their successful completion of the in-training plan and eight percent (8%) annually thereafter, until they reach the maximum base salary.

~~Either the Employer or the Union may request to reopen Article 38.1.A of the 2021-2023 Collective Bargaining Agreement solely for the purpose of bargaining the base rate of pay for fiscal year 2023. The request to bargain must be received by State Human Resources/Labor Relations Section by June 1, 2021. Bargaining will begin no later than July 1, 2021. All applicable statutory provisions will continue to apply to the reopener bargaining.~~

C.—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.~~

1 **38.2 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 six (6) ranges higher than the~~
5 ~~range of the former class will be notified in writing and will be placed at~~
6 ~~the base salary of the higher level rank be advanced to a step of the range for~~
7 ~~the new class that is nearest to five percent (5%) higher than the amount of~~
8 ~~the pre-promotional step. The increase will become effective on the first day~~
9 ~~the employee was performing the higher-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 six (6) or more ranges 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 **38.3 Establishing Salaries for New Employees and New Classifications**

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

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

24 ~~**38.4 Periodic Increases**~~

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

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

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

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

16 **38.5 — Salary Assignment Upon Promotion**

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

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

1 ~~C. Geographic Adjustments~~

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

7 **38.6 Salary Adjustments**

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

12 **38.7 Demotion**

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

17 **38.8 Transfer**

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

23 **38.9 Reassignment**

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

1 **38.10 Reversion**

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

7 **38.11 Elevation**

8 [Note: FWOG proposes to retain current language which corresponds with
9 retaining 38.7 on Demotions. FWOG also believes that this has been applied at least
10 twice in the recent past.] Elevation is defined as restoring an employee to the higher
11 classification, with permanent status, which was held prior to being granted a
12 demotion or to a class that is between the current class and the class from which the
13 employee was demoted. Upon elevation, an employee's salary will be the base
14 salary of the higher rank. ~~determined in the same manner that is provided for~~
15 ~~promotion in Subsection 38.8, above.~~

16 **38.12 Part-Time Employment**

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

21 **38.13 Callback**

22 A. Work Preceding or Following a Scheduled Work Shift

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

- 26 1. Lack of such notice for such work will be considered callback and
27 will result in a penalty of three (3) hours of pay at the ~~basic-base~~
28 salary in addition to all other compensation due. This penalty will
29 apply to each call.

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1 2. The Employer may cancel a callback notification to work extra
2 hours at any time but cancellation will not waive the penalty cited
3 in this Subsection.

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

6 B. Work on Scheduled Days Off or Holidays

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

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

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

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

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

1 **38.14 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 **38.15 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

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

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

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

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

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

16 E. Appeal Rights
17 Any dispute concerning the occurrence or amount of the overpayment will
18 be resolved through the grievance procedure in Article 29 of this
19 Agreement.

20 **38.16 Assignment Pay Provisions**

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

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

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- 1 B. ~~Classes approved for Fish and Wildlife Officers are approved for assignment~~
2 ~~pay as re identified in Compensation Appendix B. Recruits are not eligible~~
3 ~~for assignment pay.~~
- 4 C. All Assignment Pay Rates and ~~Special Pay Ranges and~~ Notes are attached
5 as Compensation Appendix B to this Agreement.

6 **[Note: FWOG retains 38.17 - 38.20. These sections are not open for this reopening.**

7 **They are subject to a pending ULP that is separate from these negotiations.]**

8

9 ~~**38.17 Medical/Dental Expense Account**~~

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

15 ~~**38.18 Dependent Care Salary Reduction Plan**~~

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

20 ~~**38.19 Pretax Health Care Premiums**~~

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

24 ~~**38.20 Voluntary Separation Incentive 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 2021-2023 operating budget. Such participation must be in accordance~~

1 ~~with the program guidelines. Program incentives or offering of such incentives are~~
2 ~~not subject to the grievance procedure.~~

3
4 **38.21 Emergency/Disaster Operations Compensation**

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

8 A. Employees will be paid at one and one-half (1½) times the sum of their
9 regular hourly rate for those hours worked in excess of forty (40) hours in a
10 workweek as a result of full-time work in support of a significant
11 emergency, declared disaster, or Emergency Management Assistance
12 Compact (EMAC) or other Mutual Aid activations/deployments as
13 determined by the agency head or designee. During federally declared
14 disasters overtime compensation will be limited to cash payments.

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

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

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

27 **38.22 Wildlife Service Dog (WSD) and Equestrian Maintenance**

