

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 25
COMPENSATION

25.1 ~~25.1~~ Effective July 1, 2019, all salary ranges and steps for captains and lieutenants of the WSP Commissioned Officer Salary Schedule that were in effect on June 30, 2019, shall be increased by two percent (2.0%) as shown in Appendix A, and will remain in effect until June 30, 2020. Effective July 1, 2020, all salary ranges and steps for captains and lieutenants of the WSP Commissioned Officer Salary Schedule that were in effect on June 30, 2020, shall be increased by two and one half percent (2.5%) as shown in Appendix B, and will remain in effect until June 30, 2021. The parties agree that effective July 1, 2021 all salary ranges and steps of the WSP Commissioned Officer Salary Schedule for captains and lieutenants shall remain at the amount that was in effect on June 30, 2021, as shown in Appendix A.

The parties agree that, effective July 1, 2022, all salary ranges and steps of the WSPLCA Commissioned Salary Schedule in effect on June 30, 2021 shall be increased by ten percent (10%) as shown in Appendix B.

~~At the request of either party, the parties further agree to reopen Article 25.1 of this 2021-2023 collective bargaining agreement solely for the purpose of bargaining 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 statutory provisions applicable to this bargaining unit will continue to apply to the reopener bargaining.~~

~~The parties' agreement to reopen Article 25.1 for fiscal year 2023 should not be construed as establishing a past practice or creating any future obligation other than what is explicitly contained in this article.~~

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25.2 Definitions

For purposes of this Article:

- A. Base rate of pay is defined as the entry level lieutenant or captain salary including longevity premium.
- B. Regular rate of pay is defined as the base rate of pay as well as premium pay, education incentive pay, and geographic assignment pay.

25.3 Longevity Premium Pay – Lieutenants and Captains

Lieutenants and Captains will receive longevity pay in accordance with the following schedule:

- A. Two percent (2%) longevity pay based upon the top pay step of the Commissioned Officer Salary Schedule for lieutenants and Captains shall be added to the salaries identified in the applicable Appendix for all employees with five (5) through nine (9) years of commissioned service.
- B. An additional two percent (2%) longevity pay shall be added for all employees with ten (10) through fourteen (14) years of commissioned service.
- C. An additional two percent (2%) longevity pay shall be added for all employees with fifteen (15) through nineteen (19) years of commissioned service.
- D. An additional two percent (2%) longevity pay shall be added for all employees with twenty (20) or more years of commissioned service.
- E. An additional one percent (1%) longevity pay shall be added for all employees with twenty-five (25) or more years of commissioned service.

25.4 Standby for Lieutenants

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

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- 1. The employee is required to be present at a specified location or immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home.
- 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off-duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Overtime-eligible employees on standby status will be compensated at a rate of three dollars (\$3.00) per hour for time spent in standby status.
- E. If the employee reports to work from standby status, callout pursuant to [Section 10.6](#) is not paid.
- F. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

25.5 Education Incentive

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

Associate Degree	Two percent (2%)
Bachelor Degree	Four percent (4%)
Masters/Advanced Degree	Six percent (6%)
- B. The above percentages will be based upon the employee's base rate of pay.
- C. An employee will be entitled to one (1) education incentive pay only.

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D. Degrees must be from an institution of higher education accredited by an organization recognized by the Council on Higher Education Accreditation and/or the Department of Education; however, all employees receiving education incentive pay prior to July 1, 2009 shall continue to receive the pay.

25.6 Shift Differential – Lieutenants Only

Shift differential will be paid at five percent (5%) of the lieutenant’s regular rate of pay for all hours worked between six (6:00) p.m. and six (6:00) a.m., including overtime hours.

25.7 Premium Pay

A. The Employer will pay premium pay as follows to employees assigned primarily to the following responsibilities:

Assignment	Monthly Rate
Legislative Liaison*	Five Percent (5%)
Multi-Engine Pilot**	Ten Percent (10%)
OPS, CID and IAD	Three Percent (3%)
Single Engine Pilot**	Five Percent (5%)
SWAT Member	Three Percent (3%)
Command Pilot**	Fifteen Percent (15%)

*Provided only during legislative session.
**An employee may only receive one (1) pilot premium pay.

B. The above percentages will be based upon the employee’s base rate of pay.
C. An employee may hold up to two (2) full-time percentage premium pay assignments, except that an employee may hold only one (1) pilot premium pay.

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25.8 Field Training Officer (FTO)

Field lieutenants will be compensated an additional five (5%) of their regular rate of pay for all hours worked as a field FTO lieutenant.

25.9 Salary upon Promotion

Employees who are promoted will be compensated at the higher level based on their longevity as a commissioned employee and education incentive pay.

25.10 Out of Class Work

A. Requirements

Any employee who is assigned or appointed the responsibilities of a position higher than they presently hold for forty (40) or more consecutive hours shall be paid at the employee's choice of one of the two options described below in Subsections B and C. However, if more than one (1) employee is assigned at different times to fill the same position of the higher classification for five (5) or more consecutive working days, the employees filling the position will be paid at the higher rate for all time worked in the higher classification. Compensation shall not be paid more than once for the same hours under any provision of this Section or Agreement.

B. Lieutenant Acting Pay Options

1. Lieutenants appointed to acting captain positions will be allowed to choose between one (1) of the following two (2) pay options prior to the beginning date of that appointment:
 - a. The lieutenant can elect to continue to receive lieutenant's pay and benefits while in the acting captain position; or
 - b. The lieutenant can elect to receive acting captain pay and benefits while in the acting captain position.
2. A lieutenant who elects to receive captain pay and benefits during the acting appointment and earns exchange time during that appointment must use the

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accumulated exchange time within sixty (60) calendar days after the acting appointment ends, unless the captain determines operational necessity prevents it.

C. Captain Acting Pay Options

- 1. Captains appointed to acting assistant chief positions will be allowed to choose between one (1) of the following two (2) pay options prior to the beginning date of that appointment:
 - a. The captain can elect to continue to receive captain’s pay and benefits while in the acting assistant chief position; or
 - b. The captain can elect to receive assistant chief pay and benefits while in the acting assistant chief position.

- 2. A captain who elects to receive assistant chief pay and benefits during the acting appointment and earns exchange time during that appointment must use the accumulated exchange time within sixty (60) calendar days after the acting appointment ends, unless the assistant chief determines operational necessity prevents it.

25.11 Clothing Allowance

Employees assigned to IAD, CID, GMR, OPS and the Lieutenant assigned to the Fusion Center shall receive a seven hundred dollar (\$700) annual clothing allowance.

25.12 Parking

The Department of Enterprise Services will manage parking on the Capitol Campus in accordance with [RCW 46.08.172](#). The Employer will pay all applicable fees for non-reserved parking of Department issued vehicles for employees assigned to the Capitol Campus or the Helen Sommers Building.

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25.13 Homeland Security/Emergency Preparedness Contract Supplemental Pay for Captains

Where permissible under contracts funded by non-Department funds, captains performing work in excess of their established workweeks related to the planning and conduct of Homeland Security or Emergency Preparedness exercises shall receive supplemental pay of an additional one hundred fifty percent (150%) of their base rate of pay for all hours actually worked on such projects. For other contracts funded by non-Department funds, where permissible under those contracts and where captains' work under the contract is expressly authorized in advance prior to field implementation of the contract, captains performing work in excess of their established workweeks shall receive supplemental pay of an additional one hundred fifty percent (150%) of their base rate of pay for all hours actually worked on such projects. This Section shall not apply to Washington Traffic Safety funded projects.

15 **25.14 Geographic Assignment Pay**

In recognition of the fact that the higher cost of living impacts the ability to recruit and/or retain employees and impairs the effective operation of the Department, the Employer will pay employees in positions located in King, Snohomish, or Pierce Counties the following additional percentage applied to the employee's base rate of pay:

County	Percent of base rate
King	Ten percent (10%)
Snohomish	Five percent (5%)
Pierce	Three percent (3%)

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21 **25.15 Salary Overpayment Recovery**

A. Except for overpayments of fifty dollars (\$50) or less, when the Employer has determined that an employee has been overpaid, the employee will be provided written notice, which will include the following items:

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

B. Overpayment amounts of fifty dollars (\$50) or less will be automatically deducted from the next paycheck.

C. An overpayment amount resulting from an error made by the Employer, as determined by the Chief, shall be limited to the amount of overpayment during the preceding six (6) months prior to the date of correction of the error/overpayment. A supervisor's signature on an incorrect TAR will not be considered an Employer error.

D. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, provided that unless a larger amount is agreed to by the employee, each payment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period, or, in the final state service pay period, the amount still outstanding from the employee's disposable earnings. All overpayments will be collected through payroll deduction.

E. The Employer is authorized to deduct the overpayment owed from the employee's wages beginning with the pay period after an employee has been notified. If an employee files a grievance, overpayment recovery will be suspended until the appeal has been resolved or until separation.

F. Any overpayment amount, regardless of an active appeal/grievance that is still outstanding at separation of employment, will be deducted from an employee's final pay.

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1 G. Appeal Rights
2 Any dispute concerning the occurrence or amount of the overpayment will be
3 resolved through the grievance procedure in [Article 18](#) of this Agreement.

4 **25.16 Temporary Assignments**

5 An officer shall receive the premium pay under [Section 25.7](#) and the geographic
6 assignment pay under [Section 25.13](#) to which the officer is entitled by their permanent
7 assignment, even when that officer is on temporary assignment in a different position or
8 geographic location, including administrative reassignment.

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10 Tentatively Agreed By:

12	<u> /s/ </u>	<u> 7/8/2021 </u>	<u> /s/ </u>	<u> 7/7/2021 </u>
13	For WSPLCA	Date	For OFM	Date