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 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.

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

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

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

42.2 “GS1” Pay Range Assignments Recruitment or Retention – Compression or
Inversion – Inequities
A. Effective July 1, 2021, each classification represented by the Union and
listed in Appendix P will continue to be assigned to the same salary range
of the “GS1” 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 “GS1” Salary Schedule they were assigned on
June 30, 2021.

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

D. Effective July 1, 2022, all ranges and steps of the “GS1” Salary Schedule
will be increased by three and twenty-five hundredths percent (3.25%), as
shown in Appendix I. This salary increase is based on the “GS1” Salary
Schedule in effect on June 30, 2022.
E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D and E above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

F. Longevity Increase

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

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

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

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

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

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

E. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection D above, will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.
DF. Step U
Step U will be designated as twenty-six (26) years of experience and employees will advance to step U in accordance with Section 42.8, Periodic Increases.

42.4 “CC” Pay Range Assignments

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

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

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

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

DG. Longevity Increase
All employees will progress to step M six (6) years after being assigned to step L in their permanent salary range.
42.5 “IT” Professional Structure Pay Range Assignments

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

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

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

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

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

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

42.7 Pay for Performing the Duties of a Higher Classification

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

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

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

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

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

F. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades
The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to their permanent position.

42.8 Establishing Salaries for New Employees and New Classifications

The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in Sections 42.1, 42.2 42.3 and 42.4, above.

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

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

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

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

42.9 Periodic Increases

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

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

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

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

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

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

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

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

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

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

C. Geographic Adjustments

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

D. Promotions for Registered Nurses or Physicians Assistants

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

2. An employee who is promoted into or between classes which have pay range “N” will advance to the step in the new range, as shown in the “N1” Range Salary Schedule, as described in Section 42.3, which represents the greater of (a), (b) or (c) below.
a. Placement on the step which coincides with the employee’s total length of experience as a registered nurse (RN), physicians assistant, certified (PA-C) and/or licensed practical nurse (LPN). Experience will be credited as follows:

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

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

Or

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

Or

c. The Appointing Authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The Appointing Authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class:
i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee’s former class;

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

iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion; or

iv. When an employee’s promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

42.11 Salary Adjustments

The Employer may increase an employee’s step within the salary range to address issues related to recruitment, retention or other business needs. Such an increase may not result in a salary greater than step M of the range.

42.12 Demotion

An employee who voluntarily demotes to another position with a lower salary range will be placed in the new range at a salary equal to their previous base salary. If the previous base salary exceeds the new range, the employee’s base salary will be set equal to the new range maximum.

42.13 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class (regardless of assigned range), or a different class with the same salary range. Transferred
employees will retain their current base salary. If the previous base salary exceeds the new range, the employee’s base salary will be set to the new range maximum.

42.14 Reassignment

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

42.15 Reversion

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

42.16 Elevation

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

42.17 Part-Time Employment

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

42.18 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.
1. Lack of notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.

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

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

B. Work on Scheduled Days Off or Holidays

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

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

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

These provisions will apply to employees on paid leave status.

C. When an overtime-eligible employee volunteers to work on a scheduled day off, the employee is not entitled to callback under 42.17 B.
D. An employee who is receiving standby pay is not entitled to callback pay if required to return to work after departing the worksite or is directed to report to duty prior to the starting time of their next scheduled work shift.

E. **Emergency Schedule Changes – Departments of Agriculture and Transportation**

If the Employer makes an emergency schedule change as defined in Article 6, Hours of Work, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

**42.19 Shift Premium**

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

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

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

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

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

2. Regularly scheduled day shift employees are entitled to shift premium when the employee’s regular or temporary scheduled work includes hours after 6:00 pm and before 6:00 am where no overtime, schedule change pay, or callback compensation is received. Shift premium for day shift employees is paid only for hours worked after 6:00 pm and before 6:00 am.
3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

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

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

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

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

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

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

42.20 Shift Premium for Registered Nurses and Related Classes

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

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

42.22 Supplemental Shift Premium for Nurses

For the classes of Registered Nurse 1 through 4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

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

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

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

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

42.23 Split Shift

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

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

   1. The employee is required to be present at a specified location or is
      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. When the standby location is the employee’s home, and
      the home is on the same state property where the employee works,
      the home is not considered a work site.

   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 seven percent (7%) of their hourly base salary for time spent in
   standby status.

E. Overtime-exempt employees will be compensated twenty-five dollars
   ($25.00) for each day or portion thereof spent in standby status. A day is
   defined as a twenty-four (24) hour period beginning on the first hour an
   employee is assigned standby status.

F. Employees dispatched to emergency fire duty as defined by
   RCW 38.52.010 are not eligible for standby pay.
42.25 Relocation Compensation

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

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

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

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

42.26 Labor & Industries Risk Class 7200/7201

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

42.27 Salary Overpayment Recovery

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

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. Method of Payback

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

   a. Voluntary wage deduction
   b. Cash
   c. Check

2. 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, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee’s disposable earnings in a pay period. However, the agency and employee can agree to an amount that is more than the five percent (5%).

3. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency’s written notice of overpayment, the agency will deduct the overpayment owed from the employee’s wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 29, Grievance Procedure, of this Agreement.
42.28 Assignment Pay/Special Pay Provisions

A. Assignment Pay
Assignment pay is a premium added to the base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect. The Employer may grant assignment pay to a position to recognize specialized skills, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium. Classes approved for assignment pay are identified in Appendix O.

B. Special Pay Ranges
Special pay ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices O and P of this Agreement.

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

42.30 Pre-tax Health Care Premiums
The Employer agrees to provide eligible employees with the option to pay the employee portion of health premiums on a pre-tax basis as permitted by federal tax law or regulation.
42.31 Medical/Dental Expense Account

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

42.32 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in Article 29, Grievance Procedure.

42.33 Special Commitment Center (DSHS)

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

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

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

A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, plus up to three (3) hours for meals, provided that:
1. The employee has no responsibility during time deducted for meal periods.

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

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

C. While on extended duty assignment, the employee’s workweek will remain the same. However, an employee’s assigned work hours while on extended duty assignment may be different from their regularly assigned work hours. Work schedules for employees on extended duty assignment will be determined after camp has been set up.

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

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

F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.
42.35 Fire Duty Compensation – Department of Natural Resources (DNR)

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

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

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

2. Two dollars ($2.00) * is added to an employee’s regular rate in lieu of any other forms of additional compensation including, but not limited to, callback, standby, stand down, shift differential, split shift differential, assignment pay, schedule change, and pay for rest periods of less than five (5) hours. The provisions of this section do not apply to the DNR Fire Training Academy.

3. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of Article 7, Overtime.

*Note: If any other labor organization negotiates an amount greater than two dollars ($2.00), then this amount will be increased to equal the greater amount.

B. Compensation When Deployed to a Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift. When deployed to a closed satellite camp employees will be considered on twenty-four (24)-hour duty. Pursuant to the Fair Labor
Standards Act (FLSA), bona fide meal periods and a bona fide scheduled sleeping period of up to eight (8) hours are excluded from paid time.

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties. Should the agency not provide these provisions in a closed satellite camp, the employee will be entitled to twenty-four (24) hour pay without excluding bona fide meal or sleep periods until the agency meets its obligation.

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

42.36 Spill Response Team – Department of Ecology

A. In addition to the compensation described in Article 7, Overtime, employees on spill response duty will be compensated as follows:

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

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Subsection 42.22 D above, for all hours in standby status.

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

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

42.37 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in Sections 42.30, 42.31, and 42.32 above, performing emergency/disaster duties when working full-time under a Level 2 or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

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

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

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

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

A. Effective July 1, 2022, bargaining unit employees will receive a lump sum amount as shown in subsection B, who:
   1. Was hired on or before July 1, 2021 and still employed on July 1, 2022.
   2. Is occupying a position that has an annual full-time equivalent base salary of less than ninety-nine thousand dollars ($99,000.00) on June 30, 2022.
   3. Base salary excludes overtime, shift differential and all other premiums or payments.
   4. Hourly employees’ annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).

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

<table>
<thead>
<tr>
<th>Annual Full-time Salary Equivalent</th>
<th>Maximum Lump Sum Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than or Equal to</td>
<td>Less than</td>
</tr>
<tr>
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<td>$47,331</td>
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</tbody>
</table>

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.
TENTATIVE AGREEMENT REACHED

For the Employer:

Scott Lyders, OFM
Labor Negotiator

Date 9/21/21

For the Union:

Leanne Kunze
WFSE/AFSME Council 28
Executive Director

Date 09/21/2021