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ARTICLE 43

COMPENSATION

43.1 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 “State General Service Salary Schedule Effective January 1, 2019 through June 30, 2019” that it was assigned on June 30, 2021, except as otherwise specifically provided for in this article. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the State General Service Salary Schedule that they were assigned on June 30, 2021, except as otherwise specifically provided for in this article.

- B. **Effective July 1, 2022, all ranges and steps of the State General Service Salary Schedule Effective July 1, 2021 through June 30, 2023 will be increased by three and twenty-five hundredths percent (3.25%),** as shown in Appendix XX. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022.

- C. **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 the 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 any applicable King County Premium Pay under Subsection 43.17. If, after this consideration, the employee’s salary is still below the local ordinance minimum wage, the Employer will place the employee on a step in the assigned salary range that is equal to or higher than the minimum wage requirement of the local ordinance.

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

5 **43.2 “IT” Professional Structure Pay Range Assignments**

6 A. Effective July 1, 2021, Appendix G identifies the salary range and
7 classification assignment for the IT Professional Structure (ITPS) Range
8 Salary Schedule effective July 1, 2021 through June 30, 2022.

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

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

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

19 **43.3 Pay for Performing the Duties of a Higher Classification**

20 Employees who are temporarily assigned the full scope of duties and
21 responsibilities for more than fifteen (15) calendar days of a higher-level
22 classification will be notified in writing and will be advanced to a step of the range
23 for the new class that is nearest to five percent (5%) higher than the amount of the
24 pre-promotional step. The Employer may grant a higher salary increase as provided
25 in Subsection 43.7 C. The increase will become effective on the first day the
26 employee was performing the higher-level duties.

1 **43.4 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 Appendices D and E.

4 Upon request of the Union, the Employer will bargain the effects of a change to an
5 existing class or newly proposed classification.

6 **43.5 Periodic Increases**

7 Periodic increases are provided as follows:

8 A. Employees who are hired at the minimum step of the pay range will receive
9 a two (2) step increase to base salary following completion of six (6) months
10 of service, and an additional two (2) step increase annually thereafter, until
11 they reach the top of the pay range.

12 B. Employees who are hired above the minimum step of the salary range will
13 receive a two (2) step increase to base salary following completion of twelve
14 (12) months of service, and an additional two (2) step increase annually
15 thereafter, until they reach the top of the pay range.

16 C. Employees in classes that have pay ranges shorter than a standard range will
17 receive their periodic increases at the same intervals as employees in classes
18 with standard ranges in accordance with Subsections 43.6 A and B, above.

19 D. The effective date of the periodic increase will be the first day of the month
20 it is due.

21 E. Employees hired before July 1, 2021 will retain their periodic increment
22 date as of June 30, 2021.

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

1 **43.6 Salary Assignment Upon Promotion**

2 A. Employees promoted to a position in a class whose salary range maximum
3 is less than fifteen percent (15%) higher than the salary range maximum of
4 the former class will be advanced to a step of the range for the new class
5 that is nearest to five percent (5%) higher than the amount of the pre-
6 promotional step.

7 B. Employees promoted to a position in a class whose salary range maximum
8 is fifteen percent (15%) or more higher than the salary range maximum of
9 the former class will be advanced to a step of the salary range maximum for
10 the new class that is nearest to ten percent (10%) higher than the amount of
11 the pre-promotional step.

12 C. Recruitment, Retention, Other Business Needs or Geographic Adjustments
13 The Employer may authorize more than the step increases specified in
14 Subsections 43.7 A and B, above, when there are recruitment, retention, or
15 other business needs, as well as when an employee's promotion requires a
16 change of residence to another geographic area to be within a reasonable
17 commuting distance of the new place of work. Such an increase may not
18 result in a salary greater than the range maximum.

19 **43.7 Salary Adjustments**

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

23 **43.8 Demotion**

24 An employee who voluntarily demotes to a position in a different job class with a
25 lower salary range will be placed in the new range at a salary equal to their previous
26 base salary. If the previous base salary exceeds the new range maximum, the
27 employee's base salary will be set equal to the new range maximum.

1 **43.9 Transfer**

2 A transfer is defined as an employee-initiated move from one position to another
3 position within the college or district, in the same job class (regardless of assigned
4 range) or to a different job class with the same salary range. Transferred employees
5 will retain their previous base salary.

6 **43.10 Reassignment**

7 Reassignment is defined as an employer-initiated move of an employee within the
8 college or district from one position to another in the same class or a different class
9 with the same salary range maximum. Upon reassignment, an employee retains
10 their current base salary.

11 **43.11 Reversion**

12 Reversion is defined as voluntary or involuntary movement of an employee during
13 the trial service period to the class in which the employee most recently held
14 permanent status, or movement to a class in the same or lower salary range. Upon
15 reversion, the base salary the employee was receiving prior to promotion will be
16 reinstated.

17 **43.12 Elevation**

18 Elevation is defined as restoring an employee to the higher classification, with
19 permanent status, which was held prior to being granted a demotion or to a class
20 that is between the current class and the class from which the employee was
21 demoted. Upon elevation, an employee's salary will be determined in the same
22 manner that is provided for promotion in [Section 43.7](#), above.

23 **43.13 Part-Time Employment**

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

1 **43.14 Callback**

2 A. When an overtime-eligible employee has left the college/district grounds
3 and is called to return to the work station outside of regularly scheduled
4 hours to handle emergency situations that could not be anticipated, they will
5 receive three (3) hours penalty pay plus time actually worked. The penalty
6 pay will be compensated at the regular rate. Time worked will be
7 compensated in accordance with [Article 7](#), Hours of Work, and [Article 8](#),
8 Overtime.

9 B. Time worked by an overtime-eligible employee immediately prior to the
10 regular shift does not constitute callback, provided time worked does not
11 exceed two (2) hours or notice of at least eight (8) hours has been given.

12 C. Overtime-eligible law enforcement employees do not qualify for callback
13 pay.

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

18 **43.15 Shift Premium**

19 A. Shift premium for employees assigned to a shift in which a majority of time
20 worked daily or weekly is between 5:00 p.m. and 7:00 a.m. will be one
21 dollar (\$1.00) per hour or one hundred seventy-four dollars (\$174.00) per
22 month.

23 B. Shift premium will be paid for the entire daily or weekly shift, which
24 qualifies under Subsection 43.16 A, above. Shift premium may also be
25 computed and paid at the above monthly rate for employees permanently
26 assigned to a qualifying afternoon or night shift.

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1 C. An employee assigned to a shift that qualifies for shift premium pay will
2 receive the same shift premium for authorized periods of paid leave.

3 D. When an employee is regularly assigned to an afternoon or evening shift
4 that qualifies for shift premium, the employee will receive shift premium
5 pay during temporary assignment, not to exceed five (5) working days, to a
6 shift that does not qualify for shift premium.

7 **43.16 King County Premium Pay**

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

12 **43.17 Standby**

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

16 1. The employee is required to be present at a specified location or is
17 immediately available to be contacted. The location may be the
18 employee's home or other specific location, but not a work site away
19 from home.

20 2. The Employer requires the employee to be prepared to report
21 immediately for work if the need arises, although the need might not
22 arise.

23 B. Standby status will not be concurrent with work time.

24 C. Employees on standby status will be compensated at a rate of seven percent
25 (7%) of their hourly base salary for time spent in standby status.

1 **43.18 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 the
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 to the employee. Termination as a result
14 of layoff or disability separation will not require the employee to repay the
15 relocation compensation.

16 **43.19 Salary Overpayment Recovery**

17 A. When the Employer has determined that an employee has been overpaid
18 wages, the Employer will provide written notice, via certified mail, to the
19 employee that will include the following items:

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

23 B. Method of Payback

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

- 26 1. Voluntary wage deduction;

- 1 2. Cash; or
- 2 3. Check.

3 The employee will have the option to repay the overpayment over a period
4 of time equal to the number of pay periods during which the overpayment
5 was made. The employee and the Employer may agree to make other
6 repayment arrangements. The payroll deduction to repay the overpayment
7 will not exceed five percent (5%) of the employee’s disposable earnings in
8 a pay period. However, the Employer and employee can agree to an amount
9 that is more than the five percent (5%).

10 If the employee fails to choose one (1) of the three (3) options described
11 above within the timeframe specified in the Employer’s written notice of
12 overpayment, the Employer will deduct the overpayment owed from the
13 employee’s wages over a period of time equal to the number of pay periods
14 during which the overpayment was made.

15 Any overpayment amount still outstanding at separation of employment
16 will be deducted from the earnings of the final pay period.

17 C. Appeal Rights

18 Any dispute concerning the occurrence or amount of the overpayment will
19 be resolved through the grievance procedure in [Article 30](#) of this
20 Agreement.

21 **43.20 Special Pay Salary Ranges**

22 The Assistant Director of the State Human Resources or designee may adopt special
23 pay salary ranges for positions based upon pay practices found in private industry
24 or other governmental units. Current special pay practices at each college/district
25 will continue.

1 **43.21 Assignment Pay**

2 Assignment pay is a premium added to the base salary and is intended to be used
3 only as long as the skills, duties or circumstances it is based on are in effect. The
4 Employer may grant assignment pay to a position to recognize specialized skills,
5 assigned duties, and/or unique circumstances that exceed the ordinary. The
6 Employer determines which positions qualify for the premium, as shown in
7 [Appendix K](#).

8 **43.22 Dependent Care Salary Reduction Plan**

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

13 **43.23 Pre-tax Health Care Premiums**

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

17 **43.24 Medical/Dental Expense Account**

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

23 **43.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

24 The Employer will have the discretion to participate in a Voluntary Separation
25 Incentive Program or a Voluntary Retirement Incentive Program as approved by
26 OFM, if such programs are provided for in the 2021-2023 operating budget. Such
27 participation must be in accordance with the program guidelines. Program
28 incentives or offering of such incentives are not subject to the grievance procedure.

1 **43.26 One-Time Lump Sum Payment**

2 A. Effective July 1, 2022, bargaining unit employees will receive a lump sum
3 amount of two thousand dollars (\$2000), who are:

4 1. Hired on or before July 1, 2022.
5 2. Occupying a position that has an annual full-time equivalent base
6 salary of less than ninety-nine thousand dollars (\$99,000.00) on June
7 30, 2022 after all adjustments to an employee's base salary have been
8 completed.

9 i. Base salary excludes overtime, shift differential and all other
10 premiums or payments.

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

13 B. The amount for the lump sum payment for part-time employees will be
14 proportionate to the number of hours the part-time employee was in pay
15 status during fiscal year 2022 in proportion to that required for full-time
16 employment.

17 C. Bargaining unit employees who occupy more than one position will receive
18 only one lump sum payment. Eligibility for the lump sum payment will be:

19 a. Based upon the position in which work was performed on July
20 1, 2022; or

21 b. If no work was performed on July 1, 2022, then based on the
22 position from which the employee receives the majority of
23 compensation.

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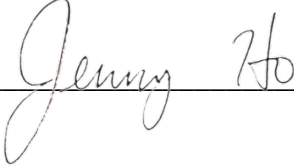
TENTATIVE AGREEMENT REACHED

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FOR THE UNION:

FOR THE EMPLOYER:

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JENNY HO, WFSE Director of Advocacy

JANETTA SHEEHAN,

6

OFM Labor Negotiator

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8

DATE 10/1/2021

DATE