

ARTICLE 42
COMPENSATION

42.1 General Service Pay Range Assignments

A. Effective July 1, 202~~3~~⁴, each classification represented by the Union will continue to be assigned to the same salary range of the “State General Service Salary Schedule Effective July 1, 202~~2~~⁹ through June 30, 202~~3~~⁴” that it was assigned on June 30, 202~~3~~⁴, except as otherwise specifically provided for in this Article. Effective July 1, 202~~3~~⁴, 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, 202~~3~~⁴, except as otherwise specifically provided for in this Article.

B. Effective July 1, 202~~3~~², all salary ranges and steps of the State General Service Salary Schedule Effective ~~January~~ July 1, 202~~3~~⁰ through June 30, 202~~4~~⁴ will be increased by four percent (4%). ~~three and twenty five hundredths percent (3.25%)~~, as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 202~~3~~².

C. Effective July 1, 2024, all salary ranges and steps of the General Service Salary Schedule Effective July 1, 2024 through June 30, 2025 will be increased by three percent (3%), as shown in Appendix F. This salary schedule increase is based on the General Service Salary Schedule in effect on June 30, 2024.

D. **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

1 employee's base salary plus any applicable King County Premium Pay
2 under Section 42.16. ~~Section 42.17.~~ If, after this consideration, the
3 employee's salary is still below the local ordinance minimum wage, the
4 Employer will place the employee on a step in the assigned salary range that
5 is equal to or higher than the minimum wage requirement of the local
6 ordinance.

7 ~~E.D.~~ State Minimum Wage

8 The Employer will implement any State of Washington minimum wage
9 increase enacted during the term of this Agreement as mandated by the
10 State.

11 F. Employees who are paid above the maximum for their range on the effective
12 date of the increases described in Subsections B and C, above will not
13 receive the specified increase to their current pay unless the new range
14 encompasses their current rate of pay.

15 **42.2 "IT" Professional Structure Pay Range Assignments**

16 A. Effective July 1, 202~~30~~, Appendix K identifies the salary range and
17 classification assignment for the IT Professional Structure (ITPS) Range
18 Salary Schedule.

19 B. Effective July 1, 202~~34~~, all salary ranges and steps of the "ITPS" Range
20 Salary Schedule will be increased by four percent (4%) remain in effect
21 until June 30, 202~~52~~ as shown in Appendix K. This salary schedule increase
22 is based on the ITPS Range Salary Schedule in effect on June 30, 2023.

Formatted: Highlight

23 C. Effective July 1, 202~~42~~, all salary ranges and steps of the "ITPS" Range
24 Salary Schedule will be increased- by three percent (3%) ~~by three and~~
25 ~~twenty-five hundredths percent (3.25%),~~ as shown in Appendix L.

Formatted: Highlight

26 D. Employees who are paid above the maximum for their range on the effective
27 date of the increases described in Subsection B and C above will not receive

1 the specified increase to their current pay unless the new range encompasses
2 their current rate of pay.

3 **42.3 Pay for Performing the Duties of a Higher Classification**

4 Employees who are temporarily assigned the full scope of duties and
5 responsibilities for more than fifteen (15) calendar days of a higher level
6 classification will be notified in writing and will be advanced to a step of the range
7 for the new class, that is nearest to five percent (5%) higher than the amount of the
8 pre-promotional step. The Employer may grant a higher salary increase as provided
9 in [Subsection 42.7 C](#).

10 Time spent performing the duties of a higher classification in accordance with this
11 Section will not be eligible to be counted as time for reallocations in [Section 41.3](#).

12 **42.4 Establishing Salaries for New Employees and New Classifications**

13 The Employer will assign newly hired employees to the appropriate range and step
14 of the appropriate State Salary Schedules as described in Appendices E, F, H, and
15 I.

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

18 **42.5 Periodic Increases**

19 Periodic increases are provided as follows:

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

24 B. Employees who are hired above the minimum step of the salary range will
25 receive a two (2) step increase to their base salary following completion of

- 1 twelve (12) months of service, and an additional two (2) step increase
2 annually thereafter, until they reach the top of the pay range.
- 3 C. Employees in classes that have pay ranges shorter than a standard range will
4 receive their periodic increases at the same intervals as employees in classes
5 with standard ranges, in accordance with Subsections 42.5 A and B.
- 6 D. The effective date of the periodic increase will be the first day of the month
7 it is due.
- 8 E. Employees hired before July 1, 2023⁺ will retain their periodic increment
9 date as of June 30, 2023⁺.
- 10 F. All employees will progress to Step M six (6) years after being assigned to
11 Step L in their permanent salary range. The Employer may increase an
12 employee's step to step M to address issues related to recruitment, retention
13 or other business needs.

14 **42.6 Salary Assignment Upon Promotion**

- 15 A. Employees promoted to a position in a class which salary range maximum
16 is less than fifteen percent (15%) higher than the salary range maximum of
17 the former class will be advanced to a step of the range for the new class
18 that is nearest to five percent (5%) higher than the amount of the pre-
19 promotional step.
- 20 B. Employees promoted to a position in a class which salary range maximum
21 is fifteen percent (15%) or more higher than the salary range maximum of
22 the former class will be advanced to a step of the range for the new class
23 that is nearest to ten percent (10%) higher than the amount of the pre-
24 promotional step.
- 25 C. Recruitment, Retention, other Business Needs or Geographic Adjustments

1 The Employer may authorize more than the step increases specified in
2 Subsections 42.5 A and B, when there are recruitment, retention, or other
3 business needs, as well as when the employee’s promotion requires a
4 change of residence to another geographic area to be within a reasonable
5 commuting distance of the new place of work. Such an increase may not
6 result in a salary greater than the range maximum.

7 **42.7 Salary Adjustments**

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

11 **42.8 Demotion**

12 An employee who voluntarily demotes to a position in a different job class with a
13 lower salary range will be placed in the new range at a salary equal to their previous
14 base salary. If the previous base salary exceeds the new range maximum, the
15 employee’s base salary will be set equal to the new range maximum.

16 **42.9 Transfer**

17 A transfer is defined as an employee-initiated move from one (1) position to another
18 position within the college or district, in the same job class (regardless of assigned
19 range) or to a different job class with the same salary range. Transferred employees
20 will retain their previous base salary. If the previous base salary exceeds the new
21 range maximum, the employee’s base salary will be set equal to the new range
22 maximum.

23 **42.10 Reassignment**

24 Reassignment is defined as an Employer-initiated move of an employee within the
25 college or district from one (1) position to another in the same class or a different
26 class with the same salary range maximum. Upon reassignment, an employee
27 retains their current base salary.

1 **42.11 Reversion**

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

7 **42.12 Elevation**

8 Elevation is defined as restoring an employee to the higher classification, with
9 permanent status, which was held prior to being granted a demotion or to a class
10 that is between the current class and the class from which the employee was
11 demoted. Upon elevation, an employee’s salary will be determined in the same
12 manner that is provided for promotion in [Section 42.5](#).

13 **42.13 Part-Time Employment**

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

17 **42.14 Callback**

- 18 A. When an overtime-eligible employee has left the institution grounds and is
19 called to return to the work station outside of regularly scheduled hours to
20 handle emergency situations that could not be anticipated, they will receive
21 three (3) hours penalty pay plus time actually worked. The penalty pay will
22 be compensated at the regular rate; time worked will be in accordance with
23 [Article 7](#), Hours of Work, and [Article 8](#), Overtime.
- 24 B. Time worked by an overtime-eligible employee immediately preceding the
25 regular shift does not constitute callback, provided time worked does not
26 exceed two (2) hours or notice of at least eight (8) hours has been given.

- 1 C. An employee who is receiving standby pay is not entitled to callback
2 penalty pay if required to return to work after departing the worksite or is
3 directed to report to duty prior to the starting time of their new scheduled
4 work shift.

5 **42.15 Shift Premium**

- 6 A. Shift premium for employees assigned to a shift in which a majority of time
7 worked daily or weekly is between 5:00 pm and 7:00 am will be ~~two one~~
8 dollars ~~and fifty cents~~ (\$2.50) per hour or ~~one hundred seventy four four~~
9 ~~hundred and thirty five~~ dollars ~~(\$435.00) (\$174.00)~~ per month.
- 10 B. Shift premium will be paid for the entire daily or weekly shift, which
11 qualifies under Subsection A. Shift premium may also be computed and
12 paid at the monthly rate for employees permanently assigned to a qualifying
13 afternoon or night shift.
- 14 C. An employee assigned to a shift that qualifies for shift premium pay will
15 receive the same shift premium for authorized periods of paid leave.
- 16 D. When an employee is regularly assigned to an afternoon or evening shift
17 that qualifies for shift premium, the employee will receive shift premium
18 pay during temporary assignment, not to exceed five (5) working days, to a
19 shift that does not qualify for shift premium.

20 **42.16 King County Premium Pay**

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

1 **42.17 Standby**

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

5 1. The employee is required to be present at a specified location or is
6 immediately available to be contacted. The location may be the
7 employee's home or other specific location, but not a worksite away
8 from home.

9 2. The Employer requires the employee to be prepared to report
10 immediately for work if the need arises, although the need might not
11 arise.

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

13 C. Employees on standby status will be compensated at a rate of seven percent
14 (7%) of their hourly base salary for time spent in standby status.

15 **42.18 Relocation Compensation**

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

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

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

23 B. If the employee receiving the relocation payment terminates or causes
24 termination of their employment with the state within one (1) year of the
25 date of employment, the state will be entitled to reimbursement for the
26 moving costs which have been paid and may withhold such sum as

1 necessary from any amounts due the employee. Termination as a result of
2 layoff or disability separation will not require the employee to repay the
3 relocation compensation.

4 **42.19 Salary Overpayment Recovery**

5 A. When the Employer has determined that an employee has been overpaid
6 wages, the Employer will provide written notice to the employee that will
7 include the following items:

- 8 1. The amount of the overpayment;
- 9 2. The basis for the claim; and
- 10 3. The rights of the employee under the terms of this Agreement.

11 B. Method of Payback

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

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

17 The employee will have the option to repay the overpayment over a period
18 of time equal to the number of pay periods during which the overpayment
19 was made. The employee and the Employer may agree to make other
20 repayment arrangements. The payroll deduction to repay the overpayment
21 will not exceed five percent (5%) of the employee's disposable earnings in
22 a pay period. However, the Employer and the employee can agree to an
23 amount that is more than the five percent (5%).

24 If the employee fails to choose one (1) of the three (3) options described
25 within the timeframe specified in the institution's written notice of
26 overpayment, the institution will deduct the overpayment owed from the

1 employee's wages over a period equal to the number of pay periods during
2 which the overpayment was made.

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

5 The Employer agrees not to add interest to the overpayment amount.

6 C. Appeal Rights

7 Any dispute concerning the occurrence or amount of the overpayment will
8 be resolved through the grievance procedure in [Article 30](#) of this
9 Agreement. No deduction shall be made from the employee's wages for the
10 duration of the grievance procedure, with the exception of those employees
11 who separate from the Employer during the pendency of the grievance
12 process.

13 **42.20 Special Pay Salary Ranges**

14 The OFM/State Human Resources designee may adopt special pay salary ranges or
15 percentages for positions based upon pay practices found in private industry or
16 other governmental units. Special Pay is intended to be used as long as the skills,
17 duties or circumstances it is based on are in effect. Current special pay practices at
18 each institution will continue.

19 **42.21 Multilingual/Sign Language/Braille Premium Pay**

20 Whenever a classified position has a bona fide requirement for regular use of
21 competent skills in more than one (1) language, and/or sign language (AMESLAN),
22 and/or Braille, the Employer will authorize premium pay of two (2) ranges above
23 the level normally assigned for that position, except for those instances where the
24 position is allocated to a class that specifies these skills. For positions in IT
25 classifications, the Employer will authorize premium pay of five percent (5%)
26 above the level normally assigned for that position, except for those instances where
27 the position is allocated to a class that specifies these skills.

1 **42.22 Dependent Care Salary Reduction Plan**

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

6 **42.23 Pre-Tax Health Care Premiums**

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

10 **42.24 Medical/Dental Expense Account**

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

16 **42.25 Voluntary Separation Incentives – Voluntary Retirement Incentives**

17 The Employer will have the discretion to participate in a Voluntary Separation
18 Incentive Program or a Voluntary Retirement Incentive Program, if such programs
19 are provided for in the 2023~~4~~-2025~~3~~ operating budget. Such participation must be
20 in accordance with the program guidelines. Program incentives or offering of such
21 incentives are not subject to the grievance procedure.

22

23 ~~42.26 One-Time Lump Sum Payment~~

24 ~~A. — Effective July 1, 2022, bargaining unit employees will receive a lump sum~~
25 ~~amount of two thousand dollars (\$2,000), who are:~~

26 ~~1. — Hired on or before July 1, 2022.~~

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

5 ~~i. Base salary excludes overtime, shift differential and all other~~
6 ~~premiums or payments.~~

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

9 ~~B. The amount for the lump sum payment for part-time employees will be~~
10 ~~proportionate to the number of hours the part-time employee was in pay~~
11 ~~status during the fiscal year 2022 in proportion to that required for full-time~~
12 ~~employment.~~

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

15 ~~1. Bases upon the position in which work was performed on July 1,~~
16 ~~2022; or~~

17 ~~2. If no work was performed on July 1, 2022, then based on the position~~
18 ~~from which the employee receives the majority of compensation.~~

19 **42.26 One-Time Lump Sum Payment for Proof of Up-to-Date COVID-19 Booster(s)**

20 A. Effective July 1, 2023, bargaining unit employees will be eligible to receive
21 a one-time lump sum payment if they meet the following conditions:

22 Employees who choose to be boosted, at a location of their choosing, and
23 voluntarily provide their employer with proof of up-to-date COVID-19
24 vaccination, to include any boosters recommended by the U.S. Centers for
25 Disease Control (CDC) at the time proof is provided to the employer.

1 between January 1, 2023, and December 31, 2023, shall receive a one
2 thousand dollar (\$1000.00) one-time lump sum payment to be paid no
3 earlier than July 25, 2023.

4 B. The lump sum payment will be reflected in the employee's paycheck subject
5 to all required state and federal withholdings and be provided as soon as
6 practicable based upon their agency's Human Resources and/or payroll
7 processes.

8 1. Bargaining unit employees will only receive one lump sum payment
9 regardless, if they occupy more than one position within State
10 government. Eligibility for the lump sum payment will be:

11 a. Based upon the position in which work was performed on
12 the date the up-to-date status is verified; or

13 b. If no work was performed on the date the up-to-date status
14 is verified, then based on the position from which the
15 employee receives the majority of compensation.

16 3. Employees will receive the lump sum payment only once during
17 their employment with the State or Higher Education, regardless of
18 whether they hold multiple positions or are employed by multiple
19 agencies between January 1, 2023 and December 31, 2023.

20 4. Employees who are no longer employed on July 1, 2023 are not
21 entitled to receive the lump sum.

22 **42.27 Specific Classification Range Increases-Recruitment, Retention,**
23 **Compression or Class Plan Maintenance**
24

25 Effective July 1, 2023, targeted job classifications were assigned to a higher salary
26 range due to documented recruitment or retention difficulties, compression or
27 inversion, or class plan maintenance. The associated increases shall be step for step.

Formatted: Highlight

1
2

Appendix M identifies the impacted job classification, the salary range increase and effective date of the increase.

TENTATIVE AGREEMENT REACHED

For the Employer:



9/12/2022

Gina L. Comeau, OFM Date
OFM/SHR Labor Negotiator

For the Union:

Amanda Hacker Date
Contract Administration
Director,
WPEA Higher Education

Formatted: Indent: Left: 0.5", First line: 0", Suppress line numbers