

ARTICLE 43

COMPENSATION

43.1 General Service Pay Range Assignments

A. Effective July 1, 2021~~19~~, 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~~19~~, except as otherwise specifically provided for in this article. Effective July 1, 2021~~19~~, 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~~19~~, except as otherwise specifically provided for in this article.

~~B. Effective July 1, 2019, targeted job classifications will be assigned to a higher salary range due to documented recruitment or retention difficulties, compression or class plan maintenance. Appendix C identifies the impacted job classifications.~~

~~C. Effective July 1, 2019, all salary ranges and steps of the General Service Salary Schedule will be increased by three percent (3%) as shown in Appendix D. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2019.~~

~~D. Effective July 1, 2020, all salary ranges and steps of the General Service Salary Schedule will be increased by three percent (3%), as shown in Appendix E. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2020.~~

~~E. Fourteen Dollar Per Hour Minimum Wage Effective July 1, 2019~~

~~After the increase in Subsection 43.1 C, above, effective July 1, 2019, all salary ranges including twenty-seven (27) through twenty-nine (29) of the General Service Salary Schedule will be eliminated and Step A of range thirty (30) will be increased to fourteen dollars (\$14.00) per hour. Employees at salary~~

1 ranges twenty nine (29) and below will be assigned to a step in range thirty  
2 (30) that is nearest to their new salary as of July 1, 2019. Impacted job  
3 classifications are identified in Appendix F.

4 ~~F. Fourteen Dollar Per Hour Compression and Inversion Adjustments~~  
5 ~~Effective July 1, 2019~~

6 ~~After the increase in Subsection 43.1 C, above, effective July 1, 2019, job~~  
7 ~~classifications impacted by compression or inversion as a result of the~~  
8 ~~implementation of Subsection 43.1 E, above, will be increased to a higher~~  
9 ~~salary range. Impacted job classifications and the new salary ranges are~~  
10 ~~identified in Appendix F. Employees will be assigned to a step in the new~~  
11 ~~range that is nearest to their salary as of July 1, 2019.~~

12 ~~G. Minimum Wages Determined by Local Ordinances~~

13 Any employee who has a permanent assigned duty station within a local  
14 jurisdiction which has passed an ordinance establishing a minimum wage  
15 higher than the minimum wage established in the Collective Bargaining  
16 Agreement, will be paid no less than the minimum wage directed by the  
17 local ordinance. The Employer will first consider the hourly wage of the  
18 employee's base salary plus any applicable King County Premium Pay  
19 under Subsection 43.17. If, after this consideration, the employee's salary  
20 is still below the local ordinance minimum wage, the Employer will place  
21 the employee on a step in the assigned salary range that is equal to or higher  
22 than the minimum wage requirement of the local ordinance.

23 ~~H. Employees who are paid above the maximum for their range on the effective~~  
24 ~~date of the increases described in Subsections 43.1 C and D, above, will not~~  
25 ~~receive the specified increase to their current pay unless the new range~~  
26 ~~encompasses their current rate of pay.~~

27 ~~43.2 New Information Technology Professional Structure (ITPS) Salary Range~~

28 ~~Assignments~~

29 ~~A. Effective July 1, 2019, a new ITPS Range Salary Schedule will be~~  
30 ~~established.~~

1 ~~B. Effective July 1, 2019, Appendix G identifies the salary range and~~  
2 ~~classification assignment.~~

3 ~~C. Effective July 1, 2019, all salary ranges and steps of the ITPS Range Salary~~  
4 ~~Schedule will be increased by three percent (3%), as shown in Appendix H.~~

5 ~~D. Effective July 1, 2020, all salary ranges and steps of the ITPS Range Salary~~  
6 ~~Schedule will be increased by three percent (3%), as shown in Appendix I.~~  
7 ~~This salary increase is based on the ITPS Range Salary Schedule in effect~~  
8 ~~on June 30, 2020.~~

9 ~~E. Employees who are paid above the maximum for their range on the effective~~  
10 ~~date of the increases described in the preceding Subsections 43.2 C and D~~  
11 ~~will not receive the specified increase to their current pay, unless the new~~  
12 ~~range encompasses their current rate of pay.~~

13 ~~F. "IT" Range: This range applies to the job classifications assigned to the~~  
14 ~~Information Technology Professional Structure. Employees within an IT~~  
15 ~~job family and job level will be assigned to one range on the IT salary~~  
16 ~~schedule. Periodic increases through the steps of a range are made at the~~  
17 ~~same intervals as through standard ranges. Each range on the IT salary~~  
18 ~~schedule is independent and not related to the other ranges within the~~  
19 ~~schedule.~~

20 ~~43.3 New Classifications and Ranges~~

21 ~~The abolishment of the prior IT Classes has resulted in new classifications as well~~  
22 ~~as updated classifications that are identified in Appendix J, along with the new~~  
23 ~~salary ranges. These classifications are not within the new ITPS.~~

24 **43.24 Pay for Performing the Duties of a Higher Classification**

25 Employees who are temporarily assigned the full scope of duties and  
26 responsibilities for more than fifteen (15) calendar days of a higher-level  
27 classification will be notified in writing and will be advanced to a step of the range

1 for the new class that is nearest to five percent (5%) higher than the amount of the  
2 pre-promotional step. The Employer may grant a higher salary increase as provided  
3 in Subsection 43.7 C. The increase will become effective on the first day the  
4 employee was performing the higher-level duties.

5 **43.5 Establishing Salaries for New Employees and New Classifications**

6 The Employer will assign newly hired employees to the appropriate range and step  
7 of the appropriate State Salary Schedules as described in Appendices D and E.

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

10 **43.6 Periodic Increases**

11 Periodic increases are provided as follows:

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

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

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

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

25 E. Employees hired before July 1, 2021~~19~~ will retain their periodic increment  
26 date as of June 30, 2021~~19~~.

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

3 **43.7 Salary Assignment Upon Promotion**

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

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

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

21 **43.8 Salary Adjustments**

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

25 **43.9 Demotion**

26 An employee who voluntarily demotes to a position in a different job class with a  
27 lower salary range will be placed in the new range at a salary equal to their previous

1 base salary. If the previous base salary exceeds the new range maximum, the  
2 employee's base salary will be set equal to the new range maximum.

3 **43.10 Transfer**

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

8 **43.11 Reassignment**

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

13 **43.12 Reversion**

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

19 **43.13 Elevation**

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

25 **43.14 Part-Time Employment**

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

1 **43.15 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 **43.16 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.

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 **43.17 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 **43.18 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 **43.19 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 **43.20 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;

27 2. Cash; or

1           3.     Check.

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

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

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

16          C.     Appeal Rights

17          Any dispute concerning the occurrence or amount of the overpayment will  
18          be resolved through the grievance procedure in Article 30 of this  
19          Agreement.

20     **43.21 Special Pay Salary Ranges**

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

25     **43.22 Assignment Pay**

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

1 Employer may grant assignment pay to a position to recognize specialized skills,  
2 assigned duties, and/or unique circumstances that exceed the ordinary. The  
3 Employer determines which positions qualify for the premium, as shown in  
4 Appendix K.

5 **43.23 Dependent Care Salary Reduction Plan**

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

10 **43.24 Pre-tax Health Care Premiums**

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

14 **43.25 Medical/Dental Expense Account**

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

20 **43.26 Voluntary Separation Incentives – Voluntary Retirement Incentives**

21 The Employer will have the discretion to participate in a Voluntary Separation  
22 Incentive Program or a Voluntary Retirement Incentive Program as approved by  
23 OFM, if such programs are provided for in the 2021-19-2023-21 operating budget.  
24 Such participation must be in accordance with the program guidelines. Program

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incentives or offering of such incentives are not subject to the grievance procedure.

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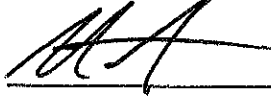
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**TENTATIVE AGREEMENT REACHED**

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**FOR THE UNION:**

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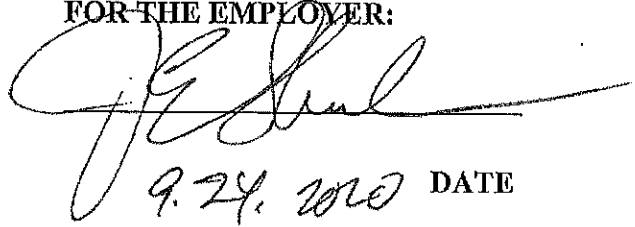
9/24/2020 DATE

8

**MARK HAMILTON**

9

**FOR THE EMPLOYER:**



9.24.2020 DATE

**JANETTA SHEEHAN**