ARTICLE 41
COMPENSATION

41.1 General Service Pay Range Assignments

A Effective July 1, 2019, 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 January 1, 2020 through June 30, 2021 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. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsection B, above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.2 "IT" Professional Structure Pay Range Assignments

A. Effective July 1, 2021, all salary ranges and steps of the "ITPS" Range Salary Schedule will remain in effect until June 30, 2022.

B. Effective July 1, 2022, all salary ranges and steps of the "ITPS" Range Salary Schedule will be increased by three and twenty-five hundredths percent (3.25%), as shown in Attachment #XX. This salary increase is based on the ITPS Range Salary Schedule in effect on June 30, 2022.

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

D. <u>Minimum Wages Determined by Local Ordinances</u>

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 any applicable King County Premium Pay under Section 41.15. If, after this consideration, the employee's salary is 18 still below the local ordinance minimum wage, the Employer will place the 19 employee on a step in the assigned salary range that is equal to or higher 20 than the minimum wage requirement of the local ordinance

41.2 Pay for Performing the Duties of a Higher Classification

Employees who are temporarily assigned the full scope of duties and responsibilities for more than fifteen (15) calendar days of a higher level classification 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 Employer may grant a higher salary increase as provided in Subsection 41.5 C.

Time spent performing the duties of a higher classification in accordance with this Section will not be eligible to be counted as time for reallocations in Section 40.3.

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

41.4 Periodic Increases

Periodic increases are provided as follows:

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

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

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges, in accordance with Subsections 42.4 A and B.

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

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

F. All employees will progress to Step M six (6) years after being assigned to Step L in their permanent salary range. The Employer may increase an employee's step to Step M to address issues related to recruitment, retention or other business needs.

41.5 Salary Assignment Upon Promotion

A. Employees promoted to a position in a class which 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.

B. Employees promoted to a position in a class which 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

C. Recruitment, Retention, other Business Needs or Geographic Adjustments

The Employer may authorize more than the step increases specified in Subsections 42.5 A and B, when there are recruitment, retention, or other business needs, as well as when the 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.

41.6 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.

41.7 Demotion

An employee who voluntarily demotes to a position in a different job class 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 maximum, the employee's base salary will be set equal to the new range maximum.

41.8 Transfer

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

41.9 Reassignment

Reassignment is defined as an Employer–initiated move of an employee within the college 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.

41.10 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class in which the employee most recently held permanent status, or movement to a class in the same or lower salary range.

Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

41.11 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 41.5.

41.12 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.

41.13 Callback

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

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

C. An employee who is receiving standby pay is not entitled to callback penalty 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 new scheduled work shift.

41.14 Shift Premium

A. Shift premium for employees assigned to a shift in which a majority of time worked daily or weekly is between 5:00 pm and 7:00 am will be one dollar ($1) per hour or one hundred seventy-four dollars ($174) per month.

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

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

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

41.15 King County Premium Pay

Employees assigned to a permanent duty station in King County will receive five percent (5%) 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.

41.16 Standby

A. An overtime-eligible 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.

2. The Employer 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. Employees on standby status will be compensated at a rate of seven percent (7.0%) of their hourly base salary for time spent in standby status.

41.17 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. 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 Employer within one (1) year of the date of employment, the Employer will be entitled to reimbursement for the moving costs that were 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.

41.18 Salary Overpayment Recovery

A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice to the employee that 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. <u>Method of Payback</u>

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

1. Voluntary wage deduction;
2. Cash; or
3. Check.

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. The employee and the Employer may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5%) of the employee's disposable earnings in a pay period. However, the Employer and the employee can agree to an amount that is more than the five percent (5%).

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

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

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

C. <u>Appeal Rights</u>

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 29 of this Agreement. No deduction shall be made from the employee's wages for the duration of the grievance procedure, with the exception of those employees who separate from the Employer during the pendency of the grievance process.

41.19 Special Pay Salary Ranges

The OFM/State Human Resources designee may adopt special pay salary ranges for positions based upon pay practices found in private industry or other governmental units. Current special pay practices at each institution will continue.

41.20 Multilingual/Sign Language/Braille Premium Pay

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

41.21 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.

41.22 Pre-Tax Health Care Premiums

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

41.23 Medical/Dental Expense Account

The Employer agrees to continue 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.

41.24 Voluntary Separation Incentives – Voluntary Retirement Incentives

The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2021-2023 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.

42.26 One-Time Lump Sum Payment

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

1. Hired on or before July 1, 2022.

2. 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 after all adjustments to an employee's base salary have been completed.
    i. Base salary excludes overtime, shift differential and all other premiums or payments.
    ii. Hourly employees' annual base salary shall be the base hourly rate multiplied by two thousand eighty-eight (2,088).

B. 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.

C. 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 July 1, 2022; or
    b. If no work was performed on July 1, 2022, then based on the position from which the employee receives the majority of compensation.

Tentatively Agreed To:

For the State:	For the Union:
10/01/21	9/30/21
Janetta Sheehan, Senior Labor Negotiator	Amanda Hacker, Contract Administration Director
Date:________________	Date:________________