

1 The Parties acknowledge and understand that in order to address and respond to employee  
2 recruitment and retention issues, the Employer must be able to compensate uniformed personnel  
3 employees at amounts that are competitive with general government compensation plans.  
4

5 Therefore, the Parties mutually agree to change the terms of Article 43.1, Compensation, as  
6 indicated below, of the 2021-2023 Collective Bargaining Agreement by and between The  
7 Evergreen State College and Washington Federation of State Employees Uniformed to match the  
8 across the board percentage increase reached at the negotiation table for the WFSE and OFM  
9 LRO general government classified employees wage re-opener negotiations provided that the  
10 Governor's Office of Financial Management determines that the agreement is economically  
11 feasible, is included in the Governor's supplemental budget for legislative approval in 2022, and  
12 is approved by the Legislature as provided for in RCW 41.80.  
13

14 Other changes made to Article 43, Compensation, are "housekeeping" changes as a result of the  
15 mutually agreed to change in Article 43.1.  
16

17 The Parties further agree that this one-time, non-recurring agreement is not precedent setting and does not  
18 establish a practice.  
19  
20

21 **ARTICLE 43**  
22 **COMPENSATION**  
23

24 **43.1 General Service Pay Range Assignments**

25 A. Effective July 1, 2021, each classification represented by the Union will continue  
26 to be assigned to the same salary range of the General Service Salary Schedule it  
27 was assigned on June 30, 2021.  
28

29 B. Effective July 1, 2021, each employee will continue to be assigned to the same  
30 range and step of the General Service Salary Schedule that they were assigned on  
31 June 30, 2021.  
32

33 C. Effective July 1, 2021, all ranges and steps of the General Service Salary Schedule  
34 effective July 1, 2019 through June 30, 2021 will remain in effect as shown in  
35 Appendix A.  
36

37 D. Effective July 1, 2022, all ranges and steps of the General Service Salary Schedule  
38 will be increased by three and twenty-five hundredths percent (3.25%), as shown  
39 in Appendix E. This salary increase is based on the General Service Salary  
40 Schedule in effect on June 30, 2022 and as show in Appendix A.  
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42 C-E. Employees who are paid above the maximum step for their assigned range on the  
43 effective date of the increase describe in Subsection D above, will not receive the

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44 specified increases to their current pay unless the new salary range encompasses  
45 their current rate of pay.

46  
47 D.F. All employees earning a salary that is less than or equal to the state minimum wage  
48 will have their salaries adjusted each January in accordance with the state minimum  
49 wage act.  
50

51 **43.2 Pay for Performing the Duties of a Higher Classification**

52  
53 Employees who are temporarily assigned the full scope of duties and responsibilities for  
54 more than fifteen (15) calendar days of a higher-level classification will be notified in  
55 writing and will be advanced to a step of the range for the new class that is nearest to five  
56 percent (5.0%) higher than the amount of the pre-promotional step. The Employer may  
57 grant a higher salary increase as provided in Subsection 43.9 C. The increase will become  
58 effective on the first day the employee was performing the higher-level duties.  
59

60 **43.3 Law Enforcement Employees-Field Training Officer (FTO)/Police Training Officer**  
61 **(PTO)**

62  
63 A. Law enforcement employees assigned as FTO/PTO will receive additional  
64 compensation for all hours worked as FTO/PTO.

65 1. Law enforcement personnel holding the position of Campus Police Officer  
66 or Campus Police Corporal will be compensated an additional ten percent  
67 (10%) of their regular rate of pay for all hours worked as a FTO/PTO.  
68

69 2. Law enforcement personnel holding the position of Campus Police  
70 Sergeant, Campus Police Investigator, or Campus Police Lieutenant will  
71 be compensated an additional five (5%) percent of their regular rate of pay  
72 for all hours work as a FTO/PTO.  
73

74 B. FTO/PTO assignments cannot be considered the sole criterion for reallocation in  
75 accordance with Article 42.2, Position Review.  
76

77 **43.4 Establishing Salaries for New Employees and New Classifications**

78  
79 The Employer will assign newly hired employees to the appropriate range and step of the  
80 Salary Schedules as described in Appendix A and Appendix E.  
81

82 Upon request of the Union, the Employer will bargain the effects of a change to an existing  
83 class or newly proposed classification.  
84

85 **43.5 Periodic Increases**  
86

87 Periodic increases are provided as follows:

- 88 A. Employees who are hired at the minimum step of the pay range will receive a two  
89 (2) step increase to base salary following completion of six (6) months of service,  
90 and their periodic increase date is six (6) months from the date of hire. Thereafter,  
91 the employee will receive a two (2) step increase annually on their period increase  
92 date, until they reach the top of the pay range.
- 93 B. Employees who are hired above the minimum step of the salary range will receive  
94 a two (2) step increase to base salary following completion of twelve (12) months  
95 of service, and their periodic increase date is twelve (12) months from the date of  
96 hire. Thereafter, the employee will receive a two (2) step increase annually on  
97 their periodic increase date, until they reach the top of the pay range.
- 98 C. Once an employee's period increase date is established, the period increase date  
99 remains the same unless:
- 100 1. The employee is appointed to another position with a different salary range  
101 maximum. Upon this subsequent appointment, the provisions of 43.5 A and  
102 B of this section apply.
- 103 2. The periodic increase date is reset in accordance with 43.5 A and B of this  
104 section when an employee is rehired after a break in service.
- 105
- 106
- 107 D. Employees in classes that have pay ranges shorter than a standard range will receive  
108 their periodic increases at the same intervals as employees in classes with standard  
109 ranges in accordance with Subsections A and B, above.
- 110
- 111 E. The effective date of the periodic increase will be the first day of the month it is  
112 due.
- 113
- 114 F. Employees hired before July 1, 2009 will retain their periodic increase date as of  
115 June 30, 2008.

116 **43.6 Salary Assignment Upon Promotion**

- 117
- 118 A. Employees promoted to a position in a class whose range is less than six (6) ranges  
119 higher than the range of the former class will be advanced to a step of the range for  
120 the new class that is nearest to five percent (5.0%) higher than the amount of the  
121 pre-promotional step.
- 122 B. Employees promoted to a position in a class whose range is six (6) or more ranges  
123 higher than the range of the former class will be advanced to a step of the range for

124 the new class that is nearest to ten percent (10.0%) higher than the amount of the  
125 pre-promotional step.

126  
127 C. Recruitment, Retention, Other Business Needs or Geographic Adjustments

128 The Employer may authorize more than the step increases specified in Subsections  
129 A and B, above, when there are recruitment, retention, or other business needs, as  
130 well as when an employee's promotion requires a change of residence to another  
131 geographic area to be within a reasonable commuting distance of the new place of  
132 work. Such an increase may not result in a salary greater than the range maximum.

133 **43.7 Salary Adjustments**

134  
135 The Employer may increase an employee's step within the salary range to address issues  
136 related to recruitment, retention or other business needs. Such an increase may not result  
137 in a salary greater than the range maximum.

138  
139 **43.8 Demotion**

140  
141 An employee who voluntarily demotes to another position with a lower salary range  
142 maximum will be placed in the new range at a salary equal to the employee's previous base  
143 salary. If the previous base salary exceeds the new range, the employee's base salary will  
144 be set equal to the new range maximum.

145  
146 **43.9 Transfer**

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

152  
153 **43.10 Reassignment**

154  
155 Reassignment is defined as an employer-initiated move of an employee within the  
156 Employer from one position to another in the same class or a different class with the same  
157 salary range maximum. Upon reassignment, an employee retains their current base salary.

158  
159 **43.11 Reversion**

160  
161 Reversion is defined as voluntary or involuntary movement of an employee during the trial  
162 service period to the class in which the employee most recently held permanent status, or  
163 movement to a class in the same or lower salary range. Upon reversion, the base salary the  
164 employee was receiving prior to promotion will be reinstated.

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**43.12 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 43.9, above.

**43.13 Part-Time Employment**

Monthly compensation for part-time employment will be prorated 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.

**43.14 Callback**

- A. When an overtime-eligible employee has left the Employer grounds and is called to return to the work station outside of regularly scheduled hours to handle emergency situations that could not be anticipated, the employee 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 7, Hours of Work, and Article 8, 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 the employee's next scheduled work shift.

**43.15 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 p.m. and 7:00 a.m. will be one dollar (\$1.00) per hour.
- B. Shift premium will be paid for the entire daily or weekly shift, which qualifies under Subsection A above. Shift premium may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.

- 208 C. An employee assigned to a shift that qualifies for shift premium pay will receive  
209 the same shift premium for authorized periods of any paid leave or holidays.
- 210 D. When an employee is regularly assigned to an afternoon or evening shift that  
211 qualifies for shift premium, the employee will receive shift premium pay during  
212 temporary assignment, not to exceed five (5) working days, to a shift that does not  
213 qualify for shift premium.  
214

215 **43.16 Standby**

- 216 A. An overtime-eligible employee is in standby status while waiting to be engaged to  
217 work by the Employer and both of the following conditions exist:  
218
- 219 1. The employee is required to be present at a specified location or is  
220 immediately available to be contacted. The location may be the employee's  
221 home or other specific location, but not a work site away from home.  
222
  - 223 2. The Employer requires the employee to be prepared to report immediately  
224 for work if the need arises, although the need might not arise.
- 225 B. Standby status will not be concurrent with work time.  
226
- 227 C. Employees on standby status will be compensated at a rate of one dollar and fifty  
228 cents (\$1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever  
229 is greater, for time spent in standby status.  
230

231 **43.17 Relocation Compensation**  
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- 233 A. The Employer may authorize lump sum relocation compensation, within existing  
234 budgetary resources, under the following conditions:  
235
- 236 1. When it is reasonably necessary that a person make a domiciliary move in  
237 accepting a reassignment or appointment; or  
238
  - 239 2. It is necessary to successfully recruit or retain a qualified candidate or  
240 employee who will have to make a domiciliary move in order to accept the  
241 position.  
242
- 243 B. If the employee receiving the relocation payment terminates or causes termination  
244 of their employment with the Employer within one (1) year of the date of  
245 employment, the Employer will be entitled to reimbursement for the moving costs  
246 which have been paid and may withhold such sum as necessary from any amounts  
247 due the employee. Termination as a result of layoff or disability separation will not  
248 require the employee to repay the relocation compensation.

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**43.18 Salary Overpayment Recovery**

- A. When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, 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. Method of Payback

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 (5.0%) of the employee's disposable earnings in a pay period. However, the Employer and employee can agree to an amount that is more than the five percent (5.0%).

If the employee fails to choose one (1) of the three (3) options described above within the timeframe specified in the Employer's written notice of overpayment, the Employer will deduct the overpayment owed from the employee's wages over a period of time 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.

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 30, Grievance Procedure.

**43.19 Special Pay Salary Ranges**

292 State Human Resources may adopt special pay salary ranges for positions based upon pay  
293 practices found in private industry or other governmental units. Current special pay  
294 practices at the Employer will continue. All job classifications approved for special pay  
295 are listed in Appendix B.  
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297 **43.20 Assignment Pay**  
298

299 Assignment pay is a premium added to the base salary and is intended to be used only as  
300 long as the skills, duties or circumstances it is based on are in effect. The Employer may  
301 grant assignment pay to a position to recognize specialized skills, assigned duties, and/or  
302 unique circumstances that exceed the ordinary. The Employer determines which positions  
303 qualify for the premium, as shown in Appendix C.  
304

305 **43.21 Multilingual/Sign Language/Braille Premium Pay**  
306

307 Whenever a classified position has a bona fide requirement for regular use of competent  
308 skills in more than one language, and/or sign language (AMESLAN), and/or Braille, the  
309 Employer will authorize premium pay of two (2) steps above the level normally assigned  
310 for that position, except for those instances where the position is allocated to a class that  
311 specifies these skills.  
312

313 **43.22 Dependent Care Salary Reduction Plan**  
314

315 The Employer agrees to maintain the current dependent care salary reduction plan that  
316 allows eligible employees, covered by this Agreement, the option to participate in a  
317 dependent care reimbursement program for work-related dependent care expenses on a  
318 pretax basis as permitted by federal tax law or regulation.  
319

320 **43.23 Pretax Health Care Premiums**  
321

322 The Employer agrees to provide eligible employees with the option to pay for the employee  
323 portion of health premiums on a pretax basis as permitted by federal tax law or regulation.  
324

325 **43.24 Medical/Dental Expense Account**  
326

327 The Employer agrees to allow insurance eligible employees, covered by the Agreement, to  
328 participate in a medical and dental expense reimbursement program to cover co-payments,  
329 deductibles and other medical and dental expenses, if employees have such costs, or  
330 expenses for services not covered by health or dental insurance on a pretax basis as  
331 permitted by federal tax law or regulation.  
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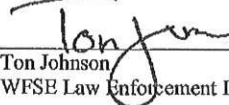
333 **43.25 Voluntary Separation Incentives -- Voluntary Retirement Incentives**  
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The Employer will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the 2021-2023 operating budget. Such participation must be in accordance with the program guidelines adopted by the Office of the State Human Resources Director, Office of Financial Management and the Department of Retirement Systems, following consultation with the Office of Financial Management. Program incentives or offering of such incentives are not subject to the grievance procedure.

For WFSE:

  
\_\_\_\_\_  
Ton Johnson  
WFSE Law Enforcement Labor Advocate

10-01-21  
Date

For Evergreen:

  
\_\_\_\_\_  
Laurel R. Uznanski  
AVP for Human Resource Services

10/1/2021  
Date