

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE EVERGREEN STATE COLLEGE (EVERGREEN)
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES (WFSE)
CLASSIFIED EMPLOYEES

COMPENSATION RE-OPENER
2021-2023 COLLECTIVE BARGAINING AGREEMENT

During master agreement negotiations of the classified employees 2021-2023 collective bargaining agreement, the Parties agreed to the following compensation MOU re-opener:

A re-opener for compensation may occur upon the request of either the Employer or the Union if the Employer realizes a budget and/or enrollment recovery or shortfall that results in an overall impact in the Employer's financial status, either party may request to re-open the Agreement to bargain over economic terms of the Agreement. The Parties agree that the Union or Employer may re-open negotiations effective July 1, 2021 for the purposes of bargaining economic terms. The request for negotiations must be received by the other Party no later than July 15, 2021, and negotiations will conclude by September 15, 2021. Any resulting agreement will remain subject to required findings by the Governor's Office of Financial Management that the agreement is economically feasible, is included in the Governor's supplemental budget for legislative approval in 2022, and is approved by the Legislature as provided for in RCW 41.80. Nothing in this paragraph obligates either party to agree to any proposal.

The Parties acknowledge and understand that the Employer has not realized a budget and/or enrollment recovery. The Parties also acknowledge and understand that in order to address and respond to employee recruitment and retention issues, the Employer must be able to compensate classified employees at amounts that are competitive with general government compensation plans.

Therefore, effective July 1, 2022, the Parties agree to match the effective date and across the board percentage increase reached at the negotiation table for the WFSE and OFM LRO general government classified employees wage re-opener negotiations provided that the Governor's Office of Financial Management determines that the agreement is economically feasible, is included in the Governor's supplemental budget for legislative approval in 2022, and is approved by the Legislature as provided for in RCW 41.80.

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

For WFSE:

/s/ James Dannen
James Dannen
WFSE Labor Advocate

8/18/21
Date

For Evergreen:

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

8/18/2021
Date

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 General Service Salary Schedule effective July 1, 2020 through June 30, 2021, as shown in Appendix A.
- B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule that they were assigned on June 30, 2021.
- C. Effective July 1, 2022, all salary ranges and steps of the General Service Salary Schedule effective July 1, 2020 through June 30, 2021 will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix G. This salary increase is based on the General Service Salary Schedule in effect on June 30, 2022 and as show in Appendix A. remain in effect until June 30, 2023.
- D. Employees who are paid above the maximum step for their assigned range on the effective date of the increase describe in Subsection C above, will not receive an increase to their current pay unless the new salary range encompasses their current rate of pay.
- E. All employees earning a salary that is less than or equal to the state minimum wage will have their salaries adjusted each January in accordance with the state minimum wage act.

43.2 SP 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 SP Range Salary Schedule effective July 1, 2020 through June 30, 2021, as shown in Appendix B.
- B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the SP Range Salary Schedule that they were assigned on June 30, 2021.
- C. Effective July 1, 2022, all salary ranges and steps of the SP Range Salary Schedule effective July 1, 2020 through June 30, 2021 will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix H. This salary increase is based on the SP Range Salary Schedule in effect on June 30, 2022 and as show in Appendix B. remain in effect until June 30, 2023.

- D. Employees who are paid above the maximum step for their assigned range on the effective date of the increase describe in Subsection C above, will not receive an increase until the new salary range encompasses their current rate of pay.

43.3 N1 Pay Range Assignments

- A. Effective July 1, 2021, each classification represented by the Union will continue to be assigned to the same range and step of the N1 Range Salary Schedule effective July 1, 2020 through June 30, 2021, as shown in Appendix C.
- B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the N1 Range Salary Schedule they were assigned on June 30, 2021.
- C. Effective July 1, 2022, all salary ranges and steps of the N1 Range Salary Schedule effective July 1, 2020 through June 30, 2021 will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix I. This salary increase is based on the N1 Range Salary Schedule in effect on June 30, 2022 and as show in Appendix C.
- E. Employees who are paid above the maximum step for their range on the effective date of the increase describe in Subsection C above, will not receive an increase unless the new salary range encompasses their current rate of pay.
- F. Step U
Step U is designated as twenty-six (26) years of experience and employees will advance to Step U in accordance with Section 43.7, Period Increases.

43.4 "IT" Professional Structure 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 "IT" Range Salary Schedule effective July 1, 2020 through June 30, 2021.
- B. Effective July 1, 2021, each employee will continue to be assigned to the same range and step of the "IT" Range Salary Schedule that they were assigned on June 30, 2021 as shown in Appendix D.
- C. Effective July 1, 2022, all salary ranges and steps of the "IT" Range Salary Schedule effective July 1, 2020 through June 30, 2021 will be increased by three and twenty-five hundredths percent (3.25%), as shown in Appendix J. This salary increase is based on the "IT" Range Salary Schedule in effect on June 30, 2022 and as show in Appendix D remain in effect until June 30, 2023.

- D. Employees who are paid above the maximum for their range on the effective date of the increase describe in Subsection C above will not receive an increase to their current pay unless the new range encompasses their current rate of pay.

43.5 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 (5.0%) higher than the amount of the pre-promotional step. The Employer may grant a higher salary increase as provided in Subsection 43.8 C. The increase will become effective on the first day the employee was performing the higher-level duties.

43.6 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 as described in Appendices A through D and Appendices G through J.

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

A. N1 Ranges

The salary of employees in classes requiring licensure, as a registered nurse, physician's assistant or certified (PA-C) will be governed by the State N1 Range Salary Schedule.

1. An employee's experience as a registered nurse (RN), physician's assistant (PA-C) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an N1 range:
 - a. RN and PA-C experience will be credited year for year.
 - b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA experience, for a maximum credit of five (5) years.

43.7 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 their periodic increase date is six (6) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, 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 base salary following completion of twelve (12) months of service, and their periodic increase date is twelve (12) months from the date of hire. Thereafter, the employee will receive a two (2) step increase annually on their periodic increase date, until they reach the top of the pay range.
- C. Once an employee's periodic increase date is established, the periodic increase date remains the same unless:
 - 1. The employee is appointed to another position with a different salary range maximum. Upon this subsequent appointment, the provisions of 43.7 A and B of this section apply.
 - 2. The periodic increase date is reset in accordance with 43.7 A and B of this section when an employee is rehired after a break in service.
- D. 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 A and B, above.
- D. The effective date of the periodic increase will be the first day of the month it is due.
- F. Employees hired before July 1, 2009 will retain their periodic increase date as of June 30, 2008.

43.8 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5.0%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10.0%) 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 A and B, above, when there are recruitment, retention, or other business needs, as well as when an 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.

E. Promotions for Employees assigned to N1 Ranges

1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physician's assistant, certified (PA-C) (N1 ranges) are calculated in the manner described below.
2. An employee who is promoted into or between classes which have pay range N1 will advance to the step in the new range, as shown in the N1 Range Salary Schedule, as described in Section 43.3, which represents the greater of (a), (b) or (c) below.
 - a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN), physician's assistant, certified (PA-C) and/or licensed practical nurse (LPN). Experience will be credited as follows:
 - i. RN and PA-C experience will be credited year for year.
 - ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN or PA-C experience, for a maximum credit of five (5) years.

Or

- b. Placement on the step of the new range that is nearest to a minimum of five percent (5.0%) higher than the amount of the pre-promotional step. The Employer may authorize more than a five percent (5.0%) increase, but the amount must be on a step within the salary range for the class.

Or

- b. The Employer will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class that is nearest to a minimum of ten percent (10.0%) higher than the amount of the pre-promotional step. The Employer may authorize more than a ten percent (10.0%) increase, but the amount must be on a step within the salary range for the class.

- i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
- ii. When the employee is promoted over an intervening class in the same class series.
- iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.
- iv. When an 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.

43.9 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 the range maximum.

43.10 Demotion

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

43.11 Transfer

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

43.12 Reassignment

Reassignment is defined as an employer-initiated move of an employee within the Employer 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.

43.13 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.

43.14 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 43.8, above.

43.15 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.

43.16 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.

43.17 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.
- C. An employee assigned to a shift that qualifies for shift premium pay will receive the same shift premium for authorized periods of any paid leave or holidays.
- 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.

43.18 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 one dollar and fifty cents (\$1.50) an hour or seven percent (7.0%) of their hourly base salary, whichever is greater, for time spent in standby status.

43.19 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
 - 3. 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 the Employer within one (1) year of the date of

employment, the Employer will be entitled to reimbursement for the moving costs which have been 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.

43.20 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.

43.21 Special Pay Salary Ranges

State Human Resources 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 the Employer will continue.

43.22 Assignment Pay

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

43.23 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 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.

43.24 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 pretax basis as permitted by federal tax law or regulation.

43.25 Pretax Health Care Premiums

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

43.26 Medical/Dental Expense Account

The Employer agrees 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 pretax basis as permitted by federal tax law or regulation.

43.27 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 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.