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ARTICLE 39
DUES DEDUCTION

39.1 Union Dues

When an employee provides written authorization to the Employer, the Employer will deduct from the employee's salary, an amount equal to the fees and dues required to be a member of the Union.

39.2 Agency Shop

~~Bargaining units with agency shop provisions in place before July 1, 2004, will continue to be entitled to that benefit.~~

All employees in the Bargaining Units identified in Appendix C covered by this Agreement will, as a condition of employment, either become members of the Union and pay membership dues or, as non-members, pay a fee as described B, C and D below, no later than the 30th day following the effective date of this Agreement or the beginning of their employment.

A. When the Employer hires, transfers, or promotes an employee into a classification represented by the Union, the Employer will notify the employee of his or her obligation under an agency shop provision and will notify the Union of that hire, transfer or promotion.

B. Employees who choose not to become union members must pay to the Union, no later than the 30th day following the beginning of employment, an agency shop fee equal to the amount required to be a member in good standing of the Union.

C. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are

members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.

D. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.

E. The Union will notify new employees of the above provisions. If an employee fails to meet these conditions, the Union will notify the Employer and inform the employee that his or her employment will be discharged if the employee does not comply with the requirements in this Section.

39.3 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on the second payroll after receipt of the notice. However, the cancellation may cause the employee to be discharged, subject to Subsection 39.2 E, above.

39.4 Indemnification

The Employer will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees.

39.5 Employee Status Reports

A. Every three (3) months beginning July 1, 2005, the Employer will provide to each Coalition Exclusive Bargaining Representative a list of all

employees in their bargaining units. The written list shall contain the agency, employee's name, mailing address, job classification, work unit and bargaining unit code. The Coalition Exclusive Bargaining Representative shall maintain the confidentiality of all employees' mailing addresses.

B. Monthly, the Employer will provide each Coalition Exclusive Bargaining Representative a list of all employees who have been appointed to, separated from, or promoted in or out of their bargaining units.

Appendix C

In accordance with Article 39 of this Agreement the following Unions are afforded Union Security:

Master, Mates and Pilots Marine Department	RU 526
Washington Association of Fish & Wildlife Professionals	9041
Teamsters 760	RU 531
IBEW	8465
UA 32	8485
Washington State Nurses Association	8484
Union of Physicians of Washington	9006 & 9007
International Association of Fire Fighters	9024

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ARTICLE 40

CLASSIFICATION

40.1 Classification Plan Revisions

A. The Employer will provide to the Union, in writing, any proposed changes to the classification plan including descriptions for newly created classifications. Such notice will be provided utilizing the Department of Personnel's Director's meeting agenda notice. Agency initiated requests will be provided to the Union. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

B. The Employer will assign newly created positions to the appropriate classification within the classification plan.

40.2 Position Review

Employee Initiated Review: An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

A. The employee and/or the employee's immediate supervisor will complete and sign the appropriate form as determined by the Department of Personnel.

B. The supervisor will then send the completed form to the agency's Human Resources Office. The agency's Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the agency.

C. In the event the employee disagrees with the reallocation decision of the agency, he or she may appeal the decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.

D. The employee may appeal the determination of the Director of the Department of Personnel ~~to the Personnel Appeals Board through December 31, 2005 and~~ to the Washington Personnel Resources Board ~~after December 31, 2005~~ within thirty (30) calendar days of being provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the agency.

40.3 Effect of Reallocation

A. Reallocation to a Class With a Higher Salary Range Maximum

1. If the employee has performed the higher level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status.

2. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and

abilities, the layoff procedure specified in Article 35, Layoff and Recall, of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

B. Reallocation to a Class with an Equal Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position, the employee remains in the position and retains existing appointment status.

2. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies.

C. Reallocation to a Class with a Lower Salary Range Maximum

1. If the employee meets the skills and abilities requirements of the position and chooses to remain in the reallocated position, the employee retains the existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation.

2. If the employee chooses to vacate the position or does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35 of this Agreement applies.

40.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

A. Reallocation to a Class With a Higher Salary Range Maximum

Upon appointment to the higher class, the employee's base salary will be increased as follows:

1. 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%) higher than the amount of the pre-promotional step.

2. 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%) higher than the amount of the pre-promotional step.

B. <u>Reallocation to a Class With an Equal Salary Range Maximum</u>

The employee retains his or her previous base salary.

C. <u>Reallocation to a Class With a Lower Salary Range Maximum</u>

The employee will be paid an amount equal to his or her current salary until the new salary range equals the employee's pay at the time of reallocation.

40.5 Decisions regarding appropriate classification will go through the appeal process described in this Article and are not subject to the grievance and arbitration procedure specified in this Agreement.

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ARTICLE 41

COMPENSATION

41.1 Pay Range Assignments

A. Effective July 1, ~~2005~~2007, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule ~~for General Government and Higher Education~~ Effective July 1, ~~2001~~2006 through June 30, 2007" ~~(State Salary Schedule)~~ as it was assigned on June 30, ~~2005~~2007. Effective July 1, ~~2005~~2007, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, ~~2005~~2007.

B. Effective July 1, 2007, the "State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.

~~B~~C. Effective July 1, ~~2005~~2007, all salary ranges and steps of the State ~~General Service~~ Salary Schedule will be increased by ~~3.2%~~3.2%~~,~~ as shown in Compensation Appendix ~~A~~, attached.

D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix E, attached.

~~C~~E. Effective July 1, ~~2006~~2008, all salary ranges and steps of the State ~~General Service~~ Salary Schedule which will become effective on July 1, ~~2005~~2007, will be increased by ~~1.6%~~2.0%, as shown in Compensation Appendix B, attached. ~~This State Salary Schedule will remain in effect for twelve (12) months.~~

~~D~~F. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections ~~B~~ C and ~~C~~ E above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.2 "N" Pay Range Assignments

A. Effective July 1, ~~2005~~2007, each classification represented by the Union will continue to be assigned to the same salary range of the "N" Range Salary Schedule Effective July 1, ~~2002~~2006 through June 30, 2007," as it was assigned on June 30, ~~2005~~2007. Effective July 1, ~~2005~~2007, each employee will continue to be assigned to the same range and step of the "N" Range Salary Schedule that he or she was assigned on June 30, ~~2005~~2007.

B. Effective July 1, 2007, the "N Range Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.

~~B~~C. Effective July 1, ~~2005~~2007, all salary ranges and steps of the "N" Range Salary Schedule will be increased by ~~3.2%,~~3.2%, as shown in Compensation Appendix C, attached.

D. Effective July 1, 2007, all nurses assigned to a "N" range with eighteen (18) years experience will progress to step S of the "N Range Salary Schedule" as shown in Appendix G, attached.

E. Effective July 1,2007, all nurses assigned to a "N" range with twenty (20) or more years experience will progress to a new step T of the "N Range Salary Schedule" as shown in Appendix G, attached.

~~C~~F. Effective July 1, ~~2006~~2008, all salary ranges and steps of the "N" Range Salary Schedule which will become effective on July 1, ~~2005~~2007, will be increased by ~~1.6%~~2.0%, as shown in Compensation Appendix D, attached. ~~This "N" Range Salary Schedule will remain in effect for twelve (12) months.~~

~~D~~G. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections ~~B~~ C and ~~C~~ E above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.3 "SP" Pay Range Assignments

A. Effective July 1, ~~2005~~2007, 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, ~~2001~~2006 through June 30, 2007," as it was assigned on June 30, ~~2005~~2007. Effective July 1, ~~2005~~2007, each employee will continue to be assigned to the same range and step of the "SP" Range Salary Schedule that he or she was assigned on June 30, ~~2005~~2007.

B. Effective July 1, 2007, the "SP" Range Salary Schedule Effective July 1, 2006 through June 30, 2007 will remain in effect.

C. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix E, attached.

~~B~~D. Effective July 1, ~~2005~~2007, all salary ranges and steps of the "SP" Range Salary Schedule will be increased by ~~3.2%,~~3.2% as shown in Compensation Appendix E, attached.

~~C~~E. Effective July 1, ~~2006~~2008, all salary ranges and steps of the "SP" Range Salary Schedule which will become effective on July 1, ~~2005~~ 2006 through June 30, 2007 will be increased by ~~1.6%,~~2.0% as shown in Compensation Appendix F, attached. ~~This "SP" Range Salary Schedule will remain in effect for twelve (12) months.~~

~~D~~F. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections ~~B~~ C and ~~C~~ D above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

41.4 One-Time Payment

Employees who were insurance eligible for the month of June 2007 and are in a bargaining unit on July 1, 2007 will receive a one-time payment of seven hundred and fifty-six dollars ($756.00). The payment will be dispersed on July 25, 2007.

41.4~~5~~ Classification Consolidation

Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated ~~five~~ eight million dollars ($~~5~~8,000,000) general fund-state to implement ~~the initial phases~~ phase- 4 of the Department of Personnel's Classification Consolidation Project.

41.~~5~~6 Salary Survey to 25% of Prevailing Rate

Effective July 1, 2007, salaries for classifications found to be more than twenty-five percent (25%) behind prevailing rate, in accordance with the Department of Personnel's 2006 Salary Survey, will be brought to within twenty-five percent (25%) of prevailing rate. ~~The Employer will provide an estimated twenty million dollars ($20,000,000) general fund-state for the purpose of making salary adjustments to the classifications which are covered by this Agreement and are listed in Compensation Appendix G, 25% Salary Survey, of which, for this proposal is an estimated five hundred and sixty-six thousand ($566,000). In addition the Employer will provide an estimated one million nine hundred ninety-eight thousand ($1,998,000) of other funds.~~

41.7 Recruitment and Retention – Compression/Inversion

Effective July 1, 2007, targeted job classifications will be assigned to a higher salary range due to documented recruitment and retention difficulties, compression or inversion, increased duties and responsibilities or inequities.

41.8 Job Classifications that qualify for increases under sub-sections 41.5, 41.6 and/or 41.7 will receive only that increase that grants the highest amount allotted under any one section except when adjustments are necessary due to class consolidation. Employees will be assigned to the new range at their current step. Appendix X identifies the impacted job classifications and the salary range for which it will be assigned.

41.6~~9~~ Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is less than six (6) ranges higher than the range of the former class 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 increase will become effective on the first day the employee was performing the higher level duties.

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and 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. The increase will become effective on the first day the employee was performing the higher level duties.

41.~~7~~10 Establishing Salaries for New Employees and New Classifications

A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in ~~Compensation Appendices A, B, C, D, E and F attached~~Sections 41.1, 41.2 and 41.3 above.

B. The salary of employees in classes requiring licensure as a registered nurse will be governed by the "N" Range Salary Schedule.

1. An employee's experience as a Registered Nurse (RN) and/or Licensed Practical Nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an "N" range:

a. RN 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 experience, for a maximum credit of five (5) years.

C. In the event the Employer creates new classifications during the term of this Agreement, the Union may exercise its right to bargain assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges if a change in pay is proposed.

41.8~~1~~1 Periodic Increases

An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following:

A. For an employee hired prior to July 1, ~~2005~~2007, the employee's periodic increment date as of June 30, ~~2005~~ 2007 is retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.

B. Employees who are hired on or after July 1, ~~2005~~2007, at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

C. Employees who are hired on or after July 1, ~~2005~~2007, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic

increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.

D. Employees governed by the "N" range salary schedule that have reached Step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.

E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A-C above.

F. Seasonal career/cyclic employees periodic increment dates will be adjusted for time not worked.

41.~~9~~ 12 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%) 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%) higher than the amount of the pre-promotional step.

C. Geographic Adjustments

The appointing authority may authorize more than the step increases specified in Subsections A and B, above, 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.

D. Promotions for Registered Nurses

1. Promotional increases for classes requiring licensure as a registered nurse ("N" ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes that have pay range "N" will advance to the step in the new range, as shown in the "N" Range Salary Schedule, as described in Section 41.2, 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) and/or Licensed Practical Nurse (LPN). Experience will be credited as follows:

      i. RN 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 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%) higher than the amount of

the pre-promotional step. The appointing authority may authorize more than a five percent (5%) increase, but the amount must be on a step within the salary range for the class; or

c. The appointing authority will advance an employee who is promoted under any one (1) 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%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent 10% 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 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.

41.~~10~~13 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 his or her 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.

41.~~11~~14 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

41.~~12~~15 Reassignment

Reassignment is defined as an agency–initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

41.~~13~~16 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary range, or separation placement onto the Employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

41.~~14~~17 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 Subsection 41.9, above.

41.~~15~~ 18 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 elect to be paid the appropriate hourly rate for all hours worked.

41.~~16~~ 19 Callback

A. Work Preceding or Following a Scheduled Work Shift

Overtime-eligible employees will be notified prior to their scheduled quitting time either to return to work after departing the worksite or to change the starting time of their next scheduled work shift.

1. Lack of such notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.

2. The Employer may cancel a callback notification to work extra hours at any time but cancellation will not waive the penalty cited in this Subsection.

3. These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.

2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

These provisions will apply to employees on paid leave status.

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 his or her next scheduled work shift.

41.~~17~~20 Shift Premium

A. For purposes of this Section, the following definitions apply:

1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.

2. Night shift is a work shift of eight (8) or more hours which begins by 3:00 a.m.

B. Effective July 1, 2007, ~~A~~a basic shift premium of sixty cents ($0.~~50~~ 60) per hour will be paid to full-time employees and effective July 1, 2008 a basic shift premium of sixty-five ($0.65) per hour will be paid to full-time employees under the following circumstances:

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.

2. Regularly scheduled day shift employees are not entitled to shift premium unless:

a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.

b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid

only for all evening or night shift hours worked in this circumstance.

3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.

4. Those employees who work evening and night shift, who are in travel status, will be provided a meal per diem equal to that per diem allotted to day shift workers while in travel status as authorized by OFM regulation.

C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:

1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined in Subsection B.2, above.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this Section were applied.

E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate shall be calculated using the "regular rate."

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

41.~~18~~21 Shift Premium for Registered Nurses and Related Classes

Registered nurses 1-4 and related job classes requiring licensure as a registered nurse, licensed practical nurse 1-3, mental health licensed practical nurse 2-4, and psychiatric security nurse will receive $1.50 per hour shift differential for evening shift and night shift work.

41.~~19~~22 Supplemental Shift Premium for Nurses

For the classes of registered nurse 1-4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

A. $1.00 per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.

B. $3.00 per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.

C. Supplemental shift premiums are payable regardless of employment status

and/or whether the work was prescheduled.

D. Supplemental shift premiums are not payable during hours other than those specified.

41.~~20~~23 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. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site; and

2. The agency 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. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.

D. ~~D.~~ Overtime-eligible ~~E~~employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.

WAFWP – Oil Spill Response Team

Permanent members of the WDFW Spill Response Team who are required to be fit for duty and respond immediately to a page from the Department of Ecology during hours outside the normal business day will be compensated at the rate of seven (7%) of their hourly base salary for time spent in standby status.

41.~~21~~ 24 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 his or her employment with the state within one (1) year of the date of employment, the state 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.

41.~~22~~25 Salary Overpayment Recovery

All recovery under this Section shall be limited to a maximum of six (6) months from the date of notification to the employee of the error.

A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee, which will include the following items:

1. The amount of the overpayment

2. The basis for the claim

3. The rights of the employee under the terms of this Agreement

B. Method of Payback

The employee ~~has~~ must choose one of the following options for paying back the overpayment:

1. Voluntary wage deduction

2. Cash

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, unless a longer period is agreed to by the employee and the agency.-

C. If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

D. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

~~C~~E. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 31 of this Agreement.

41.~~23~~26 Assignment Pay Provisions

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

A. The Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for the premium.

B. Classes approved for assignment pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay Rates and

Special Pay Ranges and Notes are attached as Compensation Appendices H and I to this Agreement.

41.27 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees, covered by this 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 laws or regulations.

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COMPENSATION APPENDIX I
ASSIGNMENT PAY

AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

Class Title	Class Code	Premium	Reference#
	GROUP A		
Fish & Wildlife Sergeants	41143	4 ranges	7, 37
Marine Boat/Tug Operator	**71860**	**4 ranges**	**32**
Marine Engine Mechanic Sup	**72010**	**4 ranges**	**32**
Asst Fire Chief	**41950**	**4 ranges**	**32**
Fish & Wildlife Biologists		**4 ranges**	**XX**

REFERENCE #3: For required SCUBA diving. Basic salary range plus $7.50 per diving hour to employees in any class.

REFERENCE #7: Within the Department of Fish and Wildlife only. Combines with base salary as total pay for 171-hour, 28-day work period. See 356-15-030(4)(D). (Eff. 12/85; Rev. 12/89; 12/97)

REFERENCE #18: Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not

required in the specifications for the job class. Basic salary plus two additional ranges. (Rev. 5/92)

REFERENCE #29: Upon review and approval from the Department of Personnel, up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used. (Eff. 5/01)

REFERENCE # 32: Within the Department of Corrections, for employees located at McNeil Island Corrections Center, who are fully trained and qualified, assignment pay will be paid when performing fuel oil transfer duties at the McNeil Island Oil Transfer Facility. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours while actually performing all relevant fuel transfer duties. These duties include: maintenance of all tanks and affiliated systems, daily measurements of stock fuel levels, the transfer of fuel from bulk storage tanks to oil tankers, and relevant training. Basic salary range plus four ranges. (Eff. 09/01, Rev. 11/01)

REFERENCE 37: Within the Washington State Parks and Recreation Commission, Department of Corrections Community Corrections Officers and Specialists (excluding those assigned to the Performance unit), and the Department of Fish and Wildlife Enforcement Program certified instructors of defensive tactics, firearms, fitness; bicycle, boating safety, EVOC, and pistol maintenance, will be compensated an additional $10.00 (ten dollars) per hour, over and above regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-certification training. Pistol maintenance instructors are eligible for this additional compensation when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the firing range.

REFERENCE XX: Within the Department of Fish & Wildlife, biologists performing low level flight operations or chemical immobilization utilizing Class B drugs, base pay plus four ranges while engaged in those duties.

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GROUP C ASSIGNMENT PAY REPORT

Assignment Pay Reference #29 allows the Department of Personnel to authorize an increase to positions located where the cost of living impacts the agency's ability to recruit and/or retain employees.

Agency/ Class Code	Class Title	Location	Approved Increase

2 **PENDING**

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Coalition General Government Salary Survey to 25% and Other Increases

Job Class	Job Class Title	Adjustment	Current	New	Employees
177K	PROP/ACQ SPEC 3	2.50%	53	54	1
288I	PHYSICIAN 3	2.50%	91	92	24
388B	F&W ENFOR OFR 2	2.50%	58	59	1
388D	F&W ENF SRG/DET	2.50%	63	64	23
41950	A/FIRE CHIEF DOC	15.00%	47	53	3
43350	ELEC CONS INSP	2.50%	58E	59E	119
43352	ELEC CNST INSP L	2.50%	60E	61E	21
43360	ELEC INSP FSTS	2.50%	62E	63E	15
43390	ELEC PLANS EXMNR	2.50%	60E	61E	3
43450	COMPL SPEC SUPV	2.50%	60	61	8
43620	MOB HOME PLN EXM	2.50%	58E	59E	4
43870	CNST CMPL INSP 1	2.50%	56E	57E	34
43880	CNST CMPL INSP 2	2.50%	58E	59E	3
43890	SPEC CMPL TEC SP	2.50%	60	61	4
479K	IT SPEC 3	10.00%	54	58	2
479M	IT SPEC 5	10.00%	62	66	1
56320	REG NURSE 2	17.50%	47N	54N1	57
56340	REG NURSE 3	17.50%	54 A-K, 51N L-S	58N1	26
56470	NURSE PRACT	17.50%	58 A-M, 53N N-S	60N1	2
60060	ENGR AIDE 2	5.00%	46	48	1
626J	MAINT MECHANIC 1	2.50%	41G	42G	1
626L	MAINT MECHANIC 3	2.50%	48G	49G	13
626M	MAINT MECHANIC 4	2.50%	52G	53G	4
70185	SHIPWRIGHT SUPV	2.50%	50E	51E	1
70620	CONST/MAIN SPT 2	2.50%	51	52	3
71860	MAR BOAT/TUG OP	10.00%	48	52	8
72010	MAR ENG MECH SUP	2.50%	46E	47E	2
72630	LW EN COM SY SUP	2.50%	56E	57E	2
92870	F&W RES SCIENT 1	5.00%	58	60	9
92880	F&W RES SCIENT 2	5.00%	62	64	2
					397

All classification information is from the 2007-09 OFM Compensation Impact Model. All data included in this model is submitted from agencies.

ARTICLE 42

HEALTH CARE BENEFITS AMOUNTS

42.1 The Employer will contribute an amount equal to eighty-eight percent (88%) of the total weighted average of the health care premium for each bargaining unit member each month, as determined by the Public Employees Benefits Board annually for benefits in calendar year 2008 and calendar year 2009, respectively.

42.2 The Employer will pay the entire premium costs for each bargaining unit employee for basic life, basic long-term disability and dental insurance coverage.

42.3 The Employer will set aside $20,000,000 in the public employees' and retirees' insurance account to be used only for the benefit of the Employer and proportionately for represented and non-represented employees in the event the health care costs increase more than the trends assumed under this agreement; and this account will not be used to expand benefits or to reduce the average employee share of medical insurance premium cost for the total weighted average of the health care premium to less than twelve percent (12%).

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ARTICLE 43

STRIKE AND LOCKOUT PROHIBITION

43.1 Strikes, slowdowns, work stoppages or any other interference with the performance of work by the employees are prohibited.

43.2 The Employer may discharge and/or discipline any employee who violates Section 43.1, above. No employee shall be entitled to pay and/or benefits for the period in which he or she engaged in any strike, slowdown or work stoppage.

43.3 Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

43.4 No lockout of employees shall be instituted by the Employer.

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ARTICLE 44

ENTIRE AGREEMENT

44.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005 is null and void, unless specifically preserved in this Agreement.

44.2 With regard to WACs ~~356~~ and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

44.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

44.4 During the negotiations of the Agreement, each party had the opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject matter specifically referred to or covered in this Agreement.

44.5 The Employer will satisfy its collective bargaining obligation before changing a matter that is a mandatory subject. The Employer will notify the Union of these changes and the Union may request discussions about and/or negotiations within the notice period. In the event the Union does not request discussions and/or negotiations within the notice period, the Employer may implement the changes without further discussions and/or negotiations. There may be emergency conditions that are outside the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible.

The parties will agree to the location and time of the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

~~**44.6 Evergreen Standard**~~

~~All provisions of this Agreement shall become effective on July 1, 2005 and shall continue to be in full force and effect through June 30, 2007.~~

~~If the agreement expires while renegotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of the Agreement shall remain in full force and effect for one (1) year consistent with the intent of RCW 41.80. 010(7).~~

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ARTICLE 45

SAVINGS CLAUSE

45.1 If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

45.2 If it is determined by the Department of Personnel ~~(consistent with the intent of RCW 41.80.906)~~ that the new SAP Human Resource Management System cannot support the implementation of any provision of this Agreement by July 1, ~~2005~~2007, the parties will reopen that subject.

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ARTICLE 46

PRINTING OF AGREEMENT

The Employer and the Union will share the cost of printing this Agreement. The Employer will distribute one (1) copy of this Agreement to each current and new Union employee. The Employer will also post the Agreement electronically.

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ARTICLE 47
DURATION

47.1 ~~47.1~~ All provisions of this Agreement will become effective July 1, ~~2005~~2007, and will remain in full force and effect through June 30, ~~2007~~2009.

47.2 If this Agreement expires while negotiations between the Union and Employer are underway for a successor agreement, the terms and conditions of this Agreement shall remain in full force and effect for one (1) year from the expiration date. Thereafter, the Employer may unilaterally implement according to law.

47.2 Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, ~~2006~~2008, and no later than January 31, ~~2006~~2008. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

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3 **ARTICLE X**

4 **AGENCY POLICIES**

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6 The employer agrees, prior to making any change in written agency policy that is a
7 mandatory subject of bargaining not otherwise covered by this Agreement, to notify the
8 Union and satisfy our collective bargaining obligation.

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ARTICLE X

WORK-RELATED INJURY OR ILLNESS

X.X Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments, unless the employee is receiving assault benefit compensation equal to full pay.

X.X Assault Benefits

The Employer will follow the provisions of RCW 72.01.045 and agency policy with respect to employees of the Departments of Social and Health Services and Veterans Affairs who are victims of assault by residents or patients. The Employer will follow the provisions of RCW 72.09.240 and agency policy with respect to employees of the Departments of Corrections who are victims of assault by offenders.

X.X General Provisions

Employees will not be required to use Family and Medical Leave for work-related illness or injuries covered by workers' compensation or assault benefits. ~~Leave for a work related injury, covered by worker's compensation or assault benefits, will run concurrently with the FMLA.~~ Notwithstanding Section 18.1, the Employer may separate an employee in accordance with Article 33, Reasonable Accommodation and Disability Separation.

X.X Return to Work (Excluding Department of Fish and Wildlife – Enforcement Sergeants

The Employer will follow the provisions of WAC 357-19-505 through 535 and agency policy related to a return-to-work program.

X.X Return to Work for Department of Fish and Wildlife – Enforcement Sergeants Only

A. If a sergeant becomes temporarily disabled the sergeant may be eligible to return to work in a modified duty assignment. The assignment may permit the sergeant to work within the program in a modified capacity at the current rate of salary.

B. Opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. Possible assignments will be based upon program needs and the sergeant's limitation(s). Assignments may be denied when a sergeant is deemed not capable of fulfilling all of the requirements of the modified duty assignment, or if the Chief or designee determines that there is insufficient need for an assignment. The Chief or designee's decision is final and is not subject to Article 31, Grievance Procedure.

C. Modified duty assignments must be presented to the Chief in writing and will only be considered when the request is accompanied by a medical release to work and description of limitations as determined by a licensed physician. If an assignment is available, a written description of the assignment will be provided to the requesting sergeant and to his or her chain of command and will require a physician's approval that the sergeant is able to perform the modified duties.

D. Modified duty assignments do not affect the essential job functions defined by the agency for the classifications covered by this Agreement. Sergeants in modified duty assignments may not exercise the authority of their commission, wear agency uniforms, or drive patrol vehicles unless authorized by the Chief or designee.

E. Non-work Related Injury or Illness: Nothing in this article precludes an employee who becomes temporarily disabled due to a non-work-related illness or injury from requesting to return to work in a modified duty assignment. The cost of the medical evaluations and recommendations will be the sergeant's responsibility. The opportunity for modified duty assignments are limited and are subject to approval and conditioning by the Chief or designee. The Chief's decision is final and is not subject to Article 31, Grievance Procedure.

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APPENDIX A
BARGAINING UNITS REPRESENTED BY THE COALITION
AS OF AUGUST 10, 2006

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Masters, Mates & Pilots Marine Department (MM&P)

Corrections	Non-Supervisory Marine Dept.	RU-526

Washington Association of Fish and Wildlife Professionals (WAFWP)

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DFW	Non-Supervisory Biologists	9041

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Teamsters 760

DFW	Fish & Wildlife Sergeants	RU-531

IBEW

L&I	Non-Supervisory Electrical Inspectors	8465
	Supervisory Electrical Inspectors	8465

UA 32

L&I	Non-Supervisory Construction Compliance & Factory-Assembled Structures Inspections	8485
	Supervisory Construction Compliance & Factory-Assembled Structures Inspections	8485

Washington State Patrol Communication Managers (WSPCMA)

State Patrol	Supervisory Communications Officers	8578

Washington State Patrol Trades Association

State Patrol	Non-Supervisory Facilities Management (WSPTA)	8865
	Supervisory Facilities Management(WSPSTA)	8866

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Washington State Nurses Association (WSNA)

Veterans Affairs	Non-Supervisory Registered Nurses	8484
	Supervisory Registered Nurses	8484

Union of Physicians of Washington (UPW)

DSHS	**Non-Supervisory Physicians & Psychiatrists**	**9006**
	Supervisory Physicians & Psychiatrists	**9007**

International Association of Fire Fighters (IAFF)

DOC	**Non-Supervisory Officers at McNeil Island**	**9024**

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APPENDIX B
LAYOFF UNITS

1. Department of Corrections

Layoff units will be by order as follows:

A. County
The county in which the employee's permanent workstation is located.

B. County Group
If no option is available within the county layoff unit, the county group in which the employee's permanent workstation is located shall be considered the layoff unit. County groups are as follows:

1. Group 1 –Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat, Walla Walla and Yakima.

2. Group 2 – Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.

3. Group 3 – Clallam, Jefferson, Skagit, Snohomish and Whatcom.

4. Group 4 – Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum.

5. Group 5 – King and Pierce.

C. Statewide
If no option is available within the county group layoff unit, the department statewide shall be considered the layoff unit.

2. Department of Fish and Wildlife

The following shall constitute separate layoff units.

A. All classified support staff.
B. Programs headed by an Assistant Director, except all classified support staff.
C. ~~Administration~~ Director's office, except all classified support staff.
D. All project employees have layoff rights within their project; bumping options will be limited to positions for which they have the skills and abilities, within the project boundaries.
~~D.~~E. Seasonal ~~Career staff.~~career employees have layoff rights within the agency to other seasonal career positions of similar length for which they

TA 8/3/06 KZP

have the skills and abilities, within their layoff unit. For seasonalcareer employees, the layoff unit will be defined as either A, B, or C above.

A reasonable commute~~, which~~ for layoff purposes is considered to be approximately thirty-five (35) miles radius from the employee's permanent duty station~~ shall be the primary layoff unit~~. If no option is available within a reasonable commute, the ~~unit~~ search expands to the state within the layoff unit. If no option is available in the state within the layoff unit, the ~~unit~~ search expands to the department statewide.

3. **Department of Labor and Industries**
The county in which an employee's workstation is located shall be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

4. **Department of Veterans Affairs**
The following shall constitute the layoff units for the department.

A. For employees in Western Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Western Washington. If there are no options in Western Washington, the layoff unit expands to the department statewide.

B. For employees in Eastern Washington, the county in which the employee's permanent workstation is located is the initial layoff unit. If there are no options in the county, the layoff unit expands to Eastern Washington. If there are no options in Eastern Washington, the layoff unit expands to the department statewide.

5. **Washington State Patrol**
The layoff unit shall first be district wide in which the position is located, and if no options are available, then to the department statewide.

6. Department of Social & Health Services - UWP

The institution in which a physician's workstation is located will be the primary layoff unit. If no option is available within the institution, the unit expands to the county. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the agency statewide.