# Article 42 Compensation

## 42.1 Pay Range Assignments

A. Effective July 1, 2015, 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, 20013 through June 30, 2015” that it was assigned on June 30, 2015. Effective July 1, 2015, each employee will continue to be assigned to the same range and step of the General Service Salary Schedule that he or she was assigned on June 30, 2015. The Employer will specify each employees range and step on their earnings statements.

B. Effective July 1, 2015, all salary ranges and steps of the “General Service Salary Schedule Effective July 1, 20013 through June 30, 2015” will be increased by seven percent (7%) as shown in Appendix F.

C. Effective July 1, 2016, all salary ranges and steps of the General Service Salary Schedule which is in effect on June 30, 2016 will be increased by seven percent (7%) as shown in Appendix X.

D. All employees will progress to Step M in accordance with Article 42.8, Periodic Increases.

## 42.2 “N1” Pay Range Assignments

A. Effective July 1, 2015, each classification represented by the Union will continue to be assigned to the same salary range of the “N1” Range Salary Schedule – Effective July 1, 2013 through June 30, 2015, that it was assigned on June 30, 2015. Effective July 1, 2015, each employee will continue to be assigned to the same range and step of the “N1” Range Salary Schedule that he or she was assigned on June 30, 2015. The Employer will specify each employees range and step on their earnings statements.

B. Effective July 1, 2015, all salary ranges and steps of the “N1” Range Salary Schedule Effective July 1, 2013 through June 30, 2015 will be increased by seven percent (7%) as shown in Appendix G.

C. Effective July 1, 2016, all salary ranges and steps of the “N1” Range Salary Schedule which is in effect on June 30, 2016 will be increased by seven percent (7%) as shown in Appendix X.

D. All employees will progress to Step U in accordance with Article 42.8, Periodic Increases.

## 42.3 “T” Pay Range Assignments

A. Effective July 1, 2015, each classification represented by the Union will continue to be assigned to the same salary range of the “T” Range Salary Schedule – Effective July 1, 2013 through June 30, 2015, that it was assigned on June 30, 2015. Effective July 1, 2015, each employee will continue to be assigned to the same range and step of the “T” Range Salary Schedule that he or she was assigned on June 30, 2015. The Employer will specify each employees range and step on their earnings statements.

B. Effective July 1, 2015, all salary ranges and steps of the “T” Range Salary Schedule Effective July 1, 2013 through June 30, 2015 will be increased by seven percent (7%) as shown in Appendix H.

C. Effective July 1, 2016, all salary ranges and steps of the “T” Range Salary Schedule which is in effect on June 30, 2016 will be increased by seven percent (7%) as shown in Appendix X.

C. All employees will progress to Step 12 in accordance with Article 42.8, Periodic Increases.

## 42.4 Salary Survey

Effective July 1, 2015, salaries for classifications found to be more than fifteen percent (15%) behind prevailing rate, in accordance with the Office of Financial Management - State Human Resources 2014 Salary Survey, will be brought to within fifteen percent (15%) of the prevailing rate.

## 42.5 Classification Specific Salary Adjustments

Effective July 1, 2015, targeted job classifications will be assigned to a higher salary range as outlined in Appendix X, Classification Specific Salary Adjustments. Classifications qualifying for an increase under both 42.4 and 42.5 will receive only the increase that grants the highest amount allotted under either section. Employees reallocated in accordance with this section will be assigned to the new range at their current step.

## 42.6 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.

C. In an emergent situation in the absence of an Attendant Counselor 2 or Attendant Counselor 3, when an Attendant Counselor 1 performs the duties of a shift charge, he or she will be compensated as an Attendant Counselor 2 relief shift charge for that shift.

D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate for filling behind an Attendant Counselor 3 in the event of absences, exclusive of annual leave, for fifteen (15) workdays in a calendar month. Payment at the Attendant Counselor 3 rate will begin on the 16th day of the Attendant Counselor 3 absence.

E. A Mental Health Health Technician 1or Mental Health Technician 2 will be paid at the Psychiatric Security Attendant (PSA) rate when working in a PSA post. Employees compensated in accordance with this section will be paid at the PSA rate at the same step they are currently assigned to. F. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades

The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to his/her permanent position.

## 42.7 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 [Sections 42.1](#_42.1_Pay_Range), [42.2](file:///E:\GG\N1#_42.2_) and [42.3](file:///E:\GG\T#_42.3_), above.

A. The salary of employees in classes requiring licensure, as a registered nurse or physicians assistant (PA) will be governed by the “N1” Range Salary Schedule.

B. An employee’s experience as a registered nurse (RN), physicians assistant (PA) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of an employee on the proper step within an “N1” range:

1. RN and PA experience will be credited year for year.

2. 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.

## 42.8 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. 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 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 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 “N1” 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 Subsections 42.6 A through C.

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

G. Department of Transportation – Maintenance Bargaining Unit – Winter Shift Upgrades

The Employer will calculate all previous non-permanent appointment time to adjust the salary step, to include a two (2) step increase for every accumulated twelve (12) months, until they reach the top of the pay range. During the temporary upgrade the PID increases may be temporarily deferred until the employee returns to his/her permanent position.

## 42.9 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. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

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. The Appointing Authority may approve an increase beyond this minimum requirement, not to exceed the maximum of the salary range.

C. Geographic Adjustments

The Appointing Authority may authorize more than the step increases specified in Subsections 42.7 A and B, 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 or Physicians Assistants

1. Promotional increases for classes requiring licensure as a registered nurse (RN) or physicians assistant (PA) (“N” ranges) are calculated in the manner described below.

2. An employee who is promoted into or between classes which have pay range “N” will advance to the step in the new range, as shown in the “N1” Range Salary Schedule, as described in [Section 42.2](file:///E:\GG\N1#_42.2_), 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), physicians assistant (PA) and/or licensed practical nurse (LPN). Experience will be credited as follows:

i. RN and PA 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 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 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 (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.

## 42.10 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 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.

## 42.11 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.

## 42.12 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.

## 42.13 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.

## 42.14 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 42.7](#_42.7_Salary_Assignment).

## 42.15 Part-Time Employment

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

## 42.16 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 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 Section.

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 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.

D. Emergency Schedule Changes – Departments of Agriculture and Transportation

If the Employer makes an emergency schedule change as defined in [Article 6](#_Article_6_Hours), Hours of Work, or fails to provide proper notice of a schedule change in accordance with Article 6.3, the affected employee will receive a penalty payment of three (3) hours pay at the basic salary, per occurrence, in addition to all other compensation due.

## 42.17 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. A basic shift premium of sixty-five cents ($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.

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 above in Subsection 42.15 B.2.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that 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 42.15 B.2 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 will 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.

G. Liquor Control Board (LCB)

## Within LCB, a basic shift premium of two dollars ($2.00) per hour will be paid to employees for all hours assigned to work or while on paid leave after 6:00 pm and before 6:00 am.42.18 Shift Premium for Registered Nurses and Related Classes

Registered Nurses 1 through 4 and related job classes requiring licensure as a registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security Nurse will receive one dollar and fifty cents ($1.50) per hour shift differential for evening shift and night shift work.

## 42.19 Supplemental Shift Premium for Nurses

For the classes of Registered Nurse 1 through 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. One dollar ($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. Three dollars ($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.

## 42.20 Weekend Premium – Department of Social and Health Services (DSHS) and Department of Transportation (DOT)

## Within DSHS and DOT, a basic shift premium of two dollars ($2.00) per hour will be paid to employees for all hours assigned to work or while on paid leave after 12:00 am Saturday and before 12:00 am Monday.

## 42.21 Split Shift

When an employee’s assigned work shift is split with a minimum of four (4) intervening hours not worked, the employee, except for registered nurses and related classes, will receive the shift premium rate designated in Subsection 42.15 B for all hours worked. Registered nurses and related classes will receive the premium rate set forth in [Section 42.16](#_42.16_Shift_Premium) for all hours worked. The provisions of Subsections 42.15 D, E and F will apply to employees working split shifts.

## 42.22 Standby

A. An 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.

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. Overtime-eligible employees on standby status will be compensated five dollars ($5.00) for each hour in standby status.

E. Overtime-exempt employees will be compensated fifty dollars ($50.00) for each day or portion thereof spent in standby status. A day is defined as a twenty-four (24) hour period beginning on the first hour an employee is assigned standby status.

F. Employees dispatched to emergency fire duty as defined by [RCW 38.52.010](http://apps.leg.wa.gov/rcw/default.aspx?cite=38.52.010) are not eligible for standby pay.

G. This Section will be administered in accordance with the Fair Labor Standards Act (FLSA).

## 42.23 Geographic Pay

Except as otherwise specified in Appendix I, Group C Assignment Pay, the Employer will pay employees in positions located in Clark, King, Pierce, and Snohomish Counties the following additional percentage applied to the employee’s rate of pay:

**County Percentage of Base Rate**

Clark Three percent (3%)

King Ten percent (10%)

Pierce Five percent (5%)

Snohomish Five percent (5%)

## 42.24 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. When 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.

## 42.24 Labor and Industries – Risk Class 7201

A. Full-time employees who are assigned to Labor and Industries Risk Class 7201 on June 30, 2015 will receive a payment of two hundred and fifty dollars ($250.00). This payment will be treated as wages and will be paid in the employees’ July 26, 2015 paycheck.

B. Full-time employees who are assigned to Labor and Industries Risk Class 7201 on June 30, 2016 will receive a payment of two hundred and fifty dollars ($250.00). This payment will be treated as wages and will be paid in the employees’ July 26, 2016 paycheck.

## 42.25 Salary Overpayment Recovery

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, and

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

B. Method of Payback

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

a. Voluntary wage deduction

b. Cash

c. Check

2. 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. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee’s disposable earnings in a pay period. However, the agency and employee can agree to an amount that is more than the five percent (5%).

3. 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.

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

C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 29](#_Article_29_Grievance) of this Agreement.

## 42.26 Assignment Pay/Special Pay Provisions

A. 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. Classes approved for assignment pay have the letters “AP” appearing after their class title in the compensation plan.

B. Special Pay Ranges

Special pay ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

C. All Assignment Pay rates and Special Pay Ranges and Notes are listed within Appendices I and J of this Agreement.

## 42.27 Dependent Care Salary Reduction Plan

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

## 42.28 Pre-tax Health Care Premiums

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

## 42.29 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 pre-tax basis as permitted by federal tax law or regulation.

## 42.30 Voluntary Separation Incentives – Voluntary Retirement Incentives

Agencies will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such program is provided for in the 2013 – 2015 operating budget. Such participation must be in accordance with the program guidelines. Program incentives or offering of such incentives are not subject to the grievance procedure in [Article 29](#_Article_29_Grievance).

## 42.31 Fire Duty Compensation – Department of Corrections (DOC) and Department of Social and Health Services (DSHS)

DOC and DSHS employees sent to forest fire camps in charge of inmate or resident fire fighters for a period of twenty-four (24) hours or more will be on “extended duty assignment.” Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire, until they are released from duty, including travel time for return to their non-fire duty station.

A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, plus up to three (3) hours for meals, provided that:

1. The employee has no responsibility during time deducted for meal periods.

2. The time deducted for sleep includes a period of five (5) continuous hours which are not interrupted by a call to work.

B. Employees will not be entitled to receive callback pay for any work performed during the hours of an extended duty assignment or the transition back to their regular work schedule.

C. While on extended duty assignment, the employee’s workweek will remain the same. However, an employee’s assigned work hours while on extended duty assignment may be different from his or her regularly assigned work hours. Work schedules for employees on extended duty assignment will be determined after camp has been set up.

D. If an employee is directed to perform duties which extend beyond his or her assigned work hours, as determined in Subsection 42.27 C above, he or she will be compensated at the overtime rate. If an employee is directed to return to duty without having had five (5) continuous hours off duty, the employee will be compensated at the overtime rate for all off-duty hours, in addition to the number of hours worked, until he or she is relieved from duty for five (5) consecutive hours. If an employee is directed to return to work after being off duty for five (5) consecutive hours but prior to his or her assigned shift, he or she will be compensated at the overtime rate for actual hours worked during the off-duty hours.

E. There is no eligibility for standby pay during an extended duty assignment.

F. Employees whose regular work schedule entitles them to shift premium will be paid shift premium while on extended duty assignment.

## 42.32 Fire Duty Compensation – Department of Natural Resources (DNR)

A. Compensation – General Provisions

DNR employees who are assigned to, assigned in support of, or pre-positioned for response to a fire incident greater than thirty (30) miles from their assigned duty station will be compensated for all hours assigned to, assigned in support of, or pre-positioned for response from the time of dispatch to the time at which the fire incident is declared controlled or the time of return to the assigned duty station, whichever occurs first.

B. Compensation for Typical Fire Suppression Duties:

DNR employees performing fire suppression duties as defined in [RCW 76.04.005](http://apps.leg.wa.gov/rcw/default.aspx?cite=76.04.005)(16), or other emergency duties when they are working under the incident command system will be compensated as follows:

1. While performing emergency work under the incident command system, an employee’s work is not exempt from the Fair Labor Standards Act. Emergency work performed under the incident command system will be compensated in compliance with federal law and the terms of this Article.

2. For those hours worked under the incident command system, two dollars ($2.00)\* is added to an employee’s regular rate.

3. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate plus two dollars ($2.00)\* for those hours worked in excess of forty (40) hours in a workweek as a result of wild fire suppression and/or other emergency duties performed under the incident command system. For purposes of this Subsection, the regular hourly rate does not include any allowable exclusions as specified in Subsection 7.1 D of [Article 7](#_Article_7_Overtime), Overtime.

\*Note: If any other labor organization negotiates an amount greater than two dollars ($2.00), then this amount will be increased to equal the greater amount.

C. Closed Satellite Camp:

A closed satellite camp means an employee is unable to leave at the end of a work shift..

When employees are deployed to a closed satellite camp the agency will provide specific items after a twenty-four (24) hour grace period, which commences when the incident command team initially deploys staff to the closed satellite camp. The provisions are a hot catered meal, adequate sleeping facilities (this means a sleeping bag and tent), and a sleep period of at least five (5) hours that is not interrupted to perform fire duties.

C. “Wild Fire Suppression and Other Emergency Duties,” Appendix K, provides direction on the non-compensation elements of fire duty.

## 42.33 Spill Response Team – Department of Ecology

A. In addition to the compensation described in [Article 7](#_Article_7_Overtime), Overtime, employees on spill response duty will be compensated as follows:

1. Employees will be in only one (1) pay status at a time. Employees cannot accrue standby pay and pay for time worked.

2. Standby pay will be provided to employees required to be on standby status for purposes of spill response. Employees will be compensated for standby in accordance with Subsection 42.19 D above, for all hours in standby status.

B. Employees responding to a spill will be paid at a rate of one and one-half (1-1/2) times the employee’s hourly salary (including the assignment pay) for time worked outside their normal work hours. “Responding to a spill” includes receiving phone calls and any required follow-up activities, field response, and any other activities as identified in the Spill Response Operations Manual.

C. Employees permanently assigned to the Emergency Spill Response Team (full-time responders) will receive assignment pay per [Section 42.22](#_42.22_Assignment_Pay/Special), above. Employees not permanently assigned to the Emergency Response Team (after-hours responders) but who are designated by the Spill Response Section Manager as spill responders eligible for assignment pay, will receive three hundred dollars ($300) for each assigned week of duty. When the assigned week of duty is performed by two (2) or more responders, the three hundred dollars ($300) assignment pay will be apportioned to the responders as described in the Spill Response Operations Manual.

## 42.34 Emergency/Disaster Operations Compensation

All employees, except those performing duties as outlined in [Sections 42.27](#_42.27_Fire_Duty), [42.28](#_42.28_Fire_Duty) and [42.29](#_42.29_Spill_Response) above, performing emergency/disaster duties when working full-time under a phase II or higher activation level designated by the State Emergency Operation Center will be compensated as follows:

A. Employees will be paid at one and one-half (1-1/2) times the sum of their regular hourly rate for those hours worked in excess of forty (40) hours in a workweek as a result of full-time work in support of a significant emergency, declared disaster, or Emergency Management Assistance Compact (EMAC) or other Mutual Aid activations/deployments as determined by the agency head or designee. During federally declared disasters overtime compensation will be limited to cash payments.

B. For those hours worked during the activation, one dollar ($1.00) is added to an employee’s regular rate.

C. Unless otherwise noted in writing, employees will retain the assigned workweek while supporting emergency/disaster operations. However, employees’ assigned work hours may be different from their regularly assigned work hours.

D. These provisions are limited to qualifying work performed in the Washington Emergency Operations Center, in a Joint Field Office, and work in direct support of EMAC or other Mutual Aid activations/deployments.