

**ARTICLE 40
COMPENSATION**

40.1 Wage Increase

- A. Effective July 1, 2021, each employee will continue to be assigned to the same salary level and step of the Student Support Services Staff Union Exempt Salary Structure that they were assigned on June 30, 2021.
- B. Effective July 1, 2021, the Student Support Services Staff Union Exempt Salary Structure effective July 1, 2020 through June 30, 2021, will remain in effect in effect until June 30, 2022, as shown in Appendix A.

C. ~~Effective July 1, 2022, all salary levels/ranges of the Student Support Services Staff Union Exempt Salary Structure in effect on June 30, 2022, will be increased by three and twenty-five hundredths percent (3.25%) as shown in Appendix B. Employees will have their salary adjusted by one, but not both, of the options listed below. The option implemented will be the one that is economically more advantageous to the bargaining unit.~~

~~1. Each employee will continue to be assigned to the same salary level of the Student Support Services Staff Union Exempt Salary Structure, as shown in Appendix A, that they were assigned on June 30, 2022, and will receive a one-time, 2-step increase based on the salary step assigned to the employee on June 30, 2022, provided that the 2-step increase does not exceed the top step of the assigned salary level.~~

~~The Student Support Services Staff Union Exempt Salary Structure, as shown in Appendix A, will remain in effect until June 30, 2023.~~

~~OR~~

~~2. The College will match the effective date and across the board percentage increase reached at the negotiation table for the WFSE and OFM LRO general government classified employees wage re-opener negotiations provided that the increase is legislatively funded.~~

~~Each employee will continue to be assigned to the same salary level and step of the Student Support Services Staff Union Exempt Salary Structure as assigned on the day before the effective date, as shown in Appendix A. The Student Support Services Staff Union Exempt Salary Structure, as shown in Appendix A, will be increased by the percentage increase negotiated at the WFSE and OFM LRO general government wage re-opener negotiations.~~

40.2 Establishing Salaries for New Employees

The College may make starting (hiring) pay offers up to the midpoint of a salary level/range, giving consideration to the salary levels of current employees in substantially similar positions. A divisional vice president may authorize a new hire pay rate above the salary level midpoint (not to exceed the 65th percentile) in the circumstances authorized in the Exempt Staff Compensation Plan (*e.g.*, competitive market conditions, availability of qualified candidates, exceptional/specialized candidate qualification, rehire of former permanent employee within one year of leaving, or a candidate employed in same or substantially similar position classification with another Washington State agency or institution of higher education).

40.3 Pay for Employees Moving from Temporary to Permanent Status

The College's appointing authority may increase pay when employees move from temporary to permanent status in the same position. When employees move from temporary to permanent status in a different position, the appointing authority will establish pay in the position based on the Salary Level/Range assigned to that permanent position.

40.4 Part-Time Employment.

Monthly compensation for part-time employment will be pro-rated based on the percentage FTE as compared to full-time employment.

40.5 Pay for Performing the Duties of a Position Assigned to a Higher Salary Level

Employees who are temporarily assigned for a period of more than fifteen (15) calendar days the duties and responsibilities of a position that has been assigned a higher salary will be notified in writing and will be paid at the step in the range for that position that is nearest to five percent (5.0%) up to nearest to ten percent (10.0%) higher than the employee's current salary depending upon the scope of duties and responsibilities assumed, with higher percentages being appropriate for assignments of the full scope of duties and responsibilities. The increase will become effective on the first day the employee performs the duties and responsibilities of the higher salary position.

40.6 Requests for Salary Increases or Title Change

An employee or the employee's manager can request a change of salary and/or title for the employee's position if one or both believes the employee is performing the duties of a higher level position or that a different title is appropriate. Such requests may be made according to the procedures set forth in the College's Exempt Compensation Plan. Requests will be evaluated by the College based on considerations set forth in the Plan, an evaluation of supporting evidence, and considerations such as the availability of resources, the potential impact on client services, and internal alignment with other positions. A

determination will generally be made within sixty (60) days of receipt, unless the number of requests make that impractical, in which case Human Resource Services will notify the employee of the expected timeline for determination. If the requested assignment is denied, the notification will include an explanation of the information used to reach and basis for the conclusion.

40.7 Salary Overpayment Recovery

A. When the College has determined that an employee has been overpaid wages, the College will provide written notice, via certified mail, to the employee that will include the following items:

1. The amount of the overpayment
2. The basis for the claim; and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

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

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

C. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made. The employee and the College may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed five percent (5.0%) of the employee's disposable earnings in a pay period. However, the College and employee can agree to an amount that is more than the five percent (5.0%).

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

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

F. Appeal Rights

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

40.8 Dependent Care Salary Reduction Plan

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

40.9 Pretax Health Care Premiums

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

40.10 Medical/Dental Expense Account

The College agrees to allow insurance eligible employees, covered by the Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by federal tax law or regulation.

40.11 Voluntary Separation Incentives – Voluntary Retirement Incentives

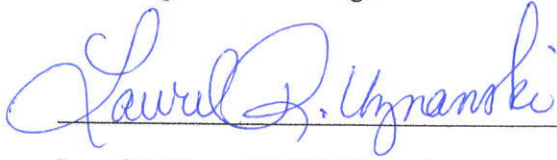
The College will have the discretion to participate in a Voluntary Separation Incentive Program or a Voluntary Retirement Incentive Program, if such programs are provided for in the operating budget. Program incentives or offering of such incentives are not subject to the grievance procedure.

40.12 Resident Director Meal Plan

Because of the nature of their work, and to facilitate their active participation in developing community among College residents, the Resident Directors are required to reside on campus and to participate in a meal plan. Each academic quarter Resident Directors will be provided the “RAD Reward Plan” (a meal plan which contains a combination of declining balance and block meals that rolls over at the end of each quarter until the end of the academic year). In the event the RAD Reward Plan is no longer available, the College may implement a substantially equivalent plan.

Agreed this 25th day of July, 2022

The Evergreen State College



Laurel R. Uznanski, Chief Negotiator

Washington Federation of State Employees



Ron Heley, Chief Negotiator