

# COLLECTIVE BARGAINING AGREEMENT

between



RENTON  
TECHNICAL  
COLLEGE®

and



## Washington Federation of State Employees

**JULY 1, 2022 - JUNE 30, 2025**

Renton Technical College & Washington Federation of State Employees

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
RENTON TECHNICAL COLLEGE  
AND  
WASHINGTON FEDERATION OF STATE EMPLOYEES  
AFSCME COUNCIL 28, AFL-CIO**

**PREAMBLE**

It is the intent and purpose of the parties hereto to promote and improve the productivity and efficiency of the services provided by the employees of the College. Both parties enter into this Contract mutually agreeing that their object is to work for the good and welfare of the students and the community which supports their services. This Contract is intended to establish a basic understanding relative to personnel matters, including wages, hours, and working conditions and to provide means for amicable discussions of mutual concerns regarding these subjects.

**ARTICLE 1  
RECOGNITIONS AND AGREEMENTS**

**1.1 Parties to the Contract**

This Contract by and between Renton Technical College, hereinafter called the "College," and Washington Federation of State Employees (WFSE), American Federation of State, County, and Municipal Employees (AFSCME) Council 28, American Federation of Labor - Congress of Industrial Organizations (AFL-CIO), hereinafter called the "Union" representing the staff of Renton Technical College as listed in Article 1.2 Recognition.

**1.2 Recognition**

The College recognizes the WFSE, AFSCME Council 28, AFL-CIO to be the sole and exclusive bargaining agent for all full-time and regular part-time and hourly office-clerical and aide employees of the College in classifications which include, but are not necessarily limited to all classifications as listed in Appendix B excluding confidential employees, supervisors, casual employees, students, and all other employees of the College. The College recognizes the Union is responsible for representing the interests of all bargaining unit employees, pursuant to the law, Chapter 41.56 RCW, Public Employees Collective Bargaining Act.

**1.3 Position Descriptions**

**A.** There will be a current position description on file in Human Resource Development for each position covered by the Contract. This description shall include specified skills needed and training requirements for the position.

Article 1 (Continued)

- B. The College will provide the Union with position descriptions for all employees subject to this Contract. The College will provide the Union with such amendments, changes, and additions to position descriptions as they occur.
- C. Under normal circumstances, position descriptions given with work assignment forms will not be significantly changed during a given work year. Any significant changes in the position descriptions of employee classification covered by this Contract during the course of the year shall necessitate consultation with the Union and the possible negotiation of the salary for that position or classification.

**1.4 Status of the Agreement**

Where there is a conflict between the Collective Bargaining Agreement and any resolution, rule, policy, or regulation of this College, the terms of the Collective Bargaining Agreement shall prevail.

**ARTICLE 2  
MANAGEMENT RIGHTS**

The Union recognizes the College's inherent and traditional right to manage their respective business, as has been their practice in the past. The Union recognizes the right of the College to hire, suspend, transfer, promote, demote, or discipline its employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to dismissal from employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change or consolidate jobs; the right to direct the methods and processes of doing work, to introduce new, improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting and quitting time and the number of hours to be worked; and the right to reasonably make and amend such rules and regulations as it may deem necessary for the conduct of its business, and to require their observance. The exercise of these legally authorized rights, authorities, duties, and responsibilities by the Board of Trustees (Board) and the President and the adoption of policies under relevant and applicable statutes shall be limited only by the specific and expressed terms of this Contract and College policy.



**ARTICLE 3  
RIGHTS OF EMPLOYEES**

**3.1 Non-Interference**

Employees shall have the right, freely and without fear of penalty or reprisal, to join and assist the Union, as provided for in RCW 41.56.

**3.2 Grievance**

Employees shall have the right to bring matters of personal concern to the attention of Union Representatives, PROVIDED that, it is further understood employees shall have the right to file a grievance without the intervention of the Union, as long as the Union has the opportunity to be part of the meeting(s) in which the adjustment is made and the adjustment is not in conflict with this Contract.

**3.3 Representation**

An employee shall be entitled to have present, a representative of the Union during any meeting which might reasonably be expected to lead to disciplinary action.

**3.4 Employee/Student Problems**

The College shall ensure that adequate and appropriate administrative machinery exists to deal with employee/student disciplinary problems which may arise concerning employees subject to this Contract. The employee shall have a right to a fair conference if they're is involved in an employee/student disciplinary problem. Such conference shall afford the employee a full and complete investigation of the facts involved. If, as a result, further conferences which might result in discipline to the employee are scheduled, the employee shall have the right to Union representation.

**3.5 Non-Discrimination**

Neither the College, nor the Union, shall knowingly discriminate against any employee subject to this Agreement on the basis of race, creed, color, sex, sexual orientation, genetic information, Vietnam era veteran, religion, age, national origin, or marital status or because of a sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others. The Union and the College recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the College's Affirmative Action Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality in employment practices wherever it may be lacking in compliance with the letter and spirit of the law. The Affirmative Action Plan will be

Article 3 (Continued)

applied in modifying the composition of the future work forces in the College. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.

**3.6 Citizenship Rights**

Consistent with the Statutes and the Constitution of the State of Washington and the Constitution of the United States, employees have full rights of citizenship. The exercise of these rights shall not be grounds for disciplining or discriminating against the employee.

**3.7 Political Rights and Responsibilities**

It is appropriate for employees to exercise full political rights and responsibilities outside their working hours. The Board of Trustees encourages employees of the College to use and be active in the use of their political rights.

**3.8 Safety Committee**

The College and Union are committed to providing a safe and secure working environment at Renton Technical College. The College will maintain a campus wide Safety Committee, which will meet quarterly during fall, winter and spring quarters and at other times as needed. Members of this bargaining unit will be represented on the Safety Committee and employees are encouraged to report any safety concerns to their safety representative.

**ARTICLE 4  
RIGHTS OF THE UNION**

**4.1 Non-Interference**

The College agrees that it will not interfere with the rights of personnel to become members of the Union and will not of itself or by any of its agents discriminate against, interfere with, or coerce any member for membership in the Union.

**4.2 Representation of Employees**

The Union has the right and responsibility to represent the interest of all employees in the unit; to present its views to the College on matters of mutual concern; to consult or to be consulted with respect to wages, hours, working conditions, and practices relative to employees in this bargaining unit; and to enter collective negotiations with the object of reaching a Contract.

**4.3 Grievance Representation**

The Union shall promptly be notified by the College of any grievances concerning any employee covered by this Contract in accordance with the provisions of the discharge and grievance procedure articles contained herein. The Union is entitled to have a representative at any meeting at which the grievant is present.

Article 4 (Continued)

A representative of the Union shall be afforded the time to investigate grievances during the regular working hours as long as the work in the department, office, or building is not unduly disturbed.

**4.4 Union Leaves**

The Union shall be granted a combined total of eighty (80) hours leave per year with pay to attend conferences, conventions, workshops, and other meetings of the local, state, and/or national Unions, PROVIDED that no member shall take more than forty (40) hours total per year.

Employees shall be released from regularly assigned duties under the following provisions:

- A. That such release time is requested in writing to the President with a copy to the employee's immediate supervisor by the Union,
- B. If it is determined that a substitute is needed, the Union will reimburse the College for the cost of substitute(s) compensation for each such release within thirty (30) days after billing,
- C. That the written request will be made by the Union at least twenty-four (24) hours prior to the requested leave to give maximum advance notification to the College when release time is needed.
- D. And the Union President shall determine which members will be allowed to use Union leave.

**4.5 Exchange of Information**

- A. The College shall, upon request, furnish to the Union, for the purpose of carrying out its responsibility of representing employees, documents of a public nature as provided by law.
- B. The College also agrees to furnish the Union with information which may be necessary for the Union to process grievance(s) on behalf of employee(s).
- C. The Union and College agree that both requests for information and compliance therewith will be made in a timely manner.
- D. The Union shall furnish to the College the names of its elected officers as soon as possible but not later than October 1.
- E. The College shall send to the WFSE, including WFSE Council Representative and Union Steward, any change to membership, including new or terminated employees and changes of classification.

Article 4 (Continued)

The College shall provide the agenda of the College's Board of Trustees meetings, which includes the Human Resources Report.

**4.6 Building Access**

The Union representatives shall have access to the College premises during business hours, PROVIDED that no conferences or meetings between employees and Union representatives will hamper or obstruct the normal flow of work. The College agrees to allow the Union access to College buildings for Union meetings to transact Union business, PROVIDED such use does not interfere with previously scheduled building activities and is done in compliance with procedures regulating use of College facilities.

**4.7 Bulletin Boards**

The College will, upon request, make available suitable space at a central place for the use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union and rules committees, and rules and policies of the Union.

**4.8 Mailings**

The Union shall be permitted use of the employee mail boxes, PROVIDED the handling of all such mail shall: (1) be by Union representatives; (2) be of no additional cost to the College; (3) be handled in a routine manner. A copy of each such mailing shall be sent to the President.

The Union agrees to make every attempt to assure that materials distributed at the work sites will be responsible and will reflect general standards of good taste.

**4.9 Distribution of Contract**

**A.** The College will post the Agreement electronically on the College website by the effective date of this Agreement, or within thirty (30) days of ratification, whichever date is later. The College will provide all current and new employees with a link to the Agreement. All employees will be authorized to print one (1) copy of the Agreement from the link on work time using state-purchased paper and state owned equipment.

**B.** Five (5) copies of the contract will be printed with one copy sent to each of the following within the timeframe as set forth in 4.9.A.

- WFSE Labor Advocate
- WFSE Council Representative
- WFSE Shop Steward
- RTC Library
- RTC Human Resources

Article 4 (Continued)

**4.10 Meetings**

If a Union representative(s) requests to represent an employee(s) during working hours, the College will work to accommodate that request without loss of time or pay to the employee(s) when mutually agreed upon meetings are scheduled during the work day.

**4.11 New Employee Orientation**

When the College hires a new employee, the Union will be given an opportunity to have a union steward or staff representative speak to the new employee for not less than thirty (30) minutes of work time to provide information about the Union and this Agreement.

**4.12 Mandatory Subjects**

The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject per RCW 41.56. The Employer will notify the Executive Director of these changes in writing, citing this Article. The Union will have 15 calendar days to request negotiations over the changes to employees working conditions. In the event the Union does not request negotiations within fifteen (15) calendar days of receipt of the notice, the Employer may implement the changes without further negotiations. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible. An emergency does not relieve the Employer from its notice and bargaining obligations. The Union will still have fifteen (15) days to request negotiations from the date of notice.

- A. Prior to making any change in written agency policy that is a mandatory subject of bargaining; the Employer will notify the Union and satisfy its collective bargaining obligations per this article.
- B. The parties will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities.

**ARTICLE 5  
WORKPLACE BEHAVIOR**

The College and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that inappropriate behavior in the workplace does not promote the College's business, employee well-being, or productivity. All employees are responsible for

Article 5 (Continued)

contributing to such an environment and are expected to treat others with courtesy and respect.

Inappropriate workplace behavior by employees, supervisors and/or managers will not be tolerated. If an employee and/or the employee's union representative believes the employee has been subjected to inappropriate workplace behavior, the employee and/or the employee's representative is encouraged to report this behavior to the employee's supervisor, a manager in the employee's chain of command and/or the Human Resources Office. An employee or the employee's representative should identify complaints as inappropriate workplace behavior, and refer to this Article. The College will investigate the reported behavior and take appropriate action as necessary. The employee and/or union representative will be notified upon conclusion of the investigation. Upon the request, the College will provide the employee and the union representative with a copy of the investigation report.

Retaliation against employees who make a workplace behavior complaint, or participate in or conduct the investigation, will not be tolerated.

Supervisors, managers and Human Resource Office staff will be trained on Article 5, Workplace Behavior. The College and the Union may agree to joint training on workplace behavior for all employees.

The procedural aspects of this Article are subject to the grievance procedure in Article 25 to Step Two.

## **ARTICLE 6 UNION-MANAGEMENT COMMUNICATION COMMITTEE**

### **6.1 Purpose**

The College and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union-Management Communication Committee will be established at the College. The purpose of the committee is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations. The College and the Union support the resolution of workplace concerns at the lowest level possible.

### **6.2 Committee**

Either party may propose items for discussion on topics which may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, workload concerns, resolving workplace problems and/or organizational change. The committee will meet, discuss and exchange information of a group nature and general interest to both parties.

Article 6 (Continued)

**A. Composition**

The College and Union will be responsible for the selection of their own representatives. The committee will consist of up to five (5) employer representatives and up to five (5) employee representatives. Additional paid staff of the WFSE may also attend. If agreed to by both parties, additional representatives may be added. The Union should provide Human Resources with the names of their committee members at least five (5) working days in advance of the meeting.

**B. Participation**

1. Employees attending pre-meetings during their work time will have no loss in pay for up to sixty (60) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
2. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.

**C. Meetings**

All committee meetings will be regularly scheduled on mutually acceptable dates and times and be conducted up to four (4) times per calendar year, unless agreed otherwise. Agenda items should be exchanged five (5) working days prior to the meeting date.

**D. Minutes**

Summary minutes will be taken of the meeting and consist of the topics discussed and disposition of each. Copies of the minutes shall be signed by the spokespersons for the Union and Management. These minutes will be available for signature and distribution within seven (7) working days after such meeting. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.

**E. Scope of Authority**

Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. If any matter remains unresolved at the Union-Management Communication Committee, the parties may agree to submit the dispute to an Alternative Dispute Resolution (ADR) process. If the parties do not mutually agree to ADR, or if the matter is not resolved through the ADR process, the issue may be pursued as a grievance in accordance with Article 25 Grievance Procedure.

Article 6 (Continued)

- 6.3** The College and the Union will collaborate on a new contract training for employees and supervisors party to this agreement.

**ARTICLE 7  
HOURS OF WORK AND WORK RULES**

**7.1 Definition of Employees**

- A.** Full-time employee is defined as a person employed in a position that is scheduled for forty (40) hours per week.
- B.** Part-time employee is defined as a person employed in a position that is scheduled for fewer than forty (40) hours per week.
- C.** Temporary employee is defined as a person employed to temporarily replace a current position in the bargaining unit or to fulfill a College need for limited employment. Temporary employees may be full-time or part-time.
- D.** Project employees may be full- or part-time but are hired contingent upon state, federal, local, grant or other special funding of specific and of time-limited duration. The College will notify the employee, in writing, of the expected ending date of the project employment. Employees will serve a probationary period if appointed without having previously attained permanent status. Project employees only have rights regarding layoff specific to Article 18.5.A and 18.5.B. Project employees may be considered for transfer, voluntary demotion or promotion to non-project positions. Project employees will serve a probationary period upon such transfer to a non-project position.

Employees who have previously attained permanent status and move into a project based position will hold reversion rights to their position held prior to the project role, unless otherwise separated voluntarily or under the provisions of Article 19

- E.** Additional assignment is defined as additional hours of bargaining unit work which may be made available to any category of employee which shall be compensated for and may cause the employee's benefit level to be adjusted as applicable under contract provisions.

**7.2 Probation**

- A.** Employees, whether part-time or full-time, following their initial appointment to a permanent position, will serve a probationary period of six (6) consecutive months. The Employer may extend the probationary period for an individual or for all employees in a class as long as the extension does not



Article 7 (Continued)

cause the total period to exceed twelve (12) consecutive months. Employees will be provided with an explanation for the extension.

- B.** The employer may separate a probationary employee at any time during the probationary period, whether or not the Employer has evaluated the probationary employee. The Employer will provide the employee one (1) working days' written notice prior to the effective date of the separation.

If the Employer fails to provide one (1) working days' notice, the separation will stand and the employee will be entitled to payment of salary for up to one (1) working day, which the employee would have worked had notice been given. Under no circumstances will notice deficiencies result in an employee gaining permanent status. The separation of a probationary employee will not be subject to the grievance procedure in Article 25.

- C.** Upon completion of the probationary period, the employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date. All applicable rights and benefits as described elsewhere in the Contract shall apply to probationary employees.

**7.3 Work Assignment Forms**

- A.** Each employee shall receive a work assignment form which shall include salary schedule placement, hourly rate of pay, anticipated number of hours per day, and anticipated number of days per year. Where appropriate, the work assignment form shall also include salary and benefit F.T.E., as well as seniority, vacation, and holiday information.
- B.** Employees whose assignments change due to additional assignments during the year will be notified of such changes in writing and will verify such changes by signature.
- C.** Employees shall not be required to work any hours without appropriate pay.

**7.4 Workday/Workweek**

- A.** The workday shall be in accordance with the work assignment form of the individual employee position as noted in Article 7.3 A.
- B.** Employees as noted in Article 7.3 A shall be assigned to a definite shift with designated time of beginning and ending. All employees shall be notified of hours and work assignments as soon as decisions have been made by the College.

- C. All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.
- D. All employees entitled to a meal period in accordance with applicable law will be provided a minimum duty free lunch period of thirty (30) minutes.
- E. All employees required to work through their regular meal periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the College requires an employee to forego a meal period and the employee works the entire shift, including the meal period, the employee shall be compensated for the foregone meal period at overtime rates.
- F. Employees who voluntarily waive their meal period may do so with their supervisor's agreement. Each waived meal period must be documented in the time and leave system.
- G. The normal workweek shall consist of forty (40) hours per week, Monday through Saturday. Each full-time and part-time employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee, EXCEPT in emergencies.
- H. Flexible work schedules will allow classified employees the ability to perform their assigned duties at other than the conventional 7:30 am – 4:30 pm work times. Flexible work schedules may be approved for employees by their supervisor, in consultation with Human Resources, provided the operational needs of the institution are met and there shall be no reduction in service to students, the public or other employees. Refer to the College's Flextime Procedure for further information.

## **7.5 Selection and Assignment**

- A. The College shall post openings for full and part-time permanent positions for a minimum of ten (10) working days. Such postings will be done in a timely manner and will list the relevant minimum requirements for the position. The College reserves the right to only post positions internally (for promotional purposes). A copy of the job posting will be forwarded to the Union Steward.
- B. The College may choose to appoint a temporary employee, as outlined in 7.1.C, without posting for the position.
- C. Selection of candidates for open positions shall be determined with consideration being given to seniority, test scores, recommendations, experience, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions.
- D. If an employee at the College who is seeking a promotion is passed over,

Article 7(Continued)

they will, upon request, receive within ten (10) working days a written notification of the reasons why they did not receive the position.

- E. This section shall not supersede the management right to hire applicants from outside the College whose qualifications are demonstrably superior to all applicants from within the College or when such hiring is directly related to implementing the College's Affirmative Action Plan.
- F. Employees who have been promoted or voluntarily transferred shall be required to serve a sixty (60) work day trial service period. The employee will receive the pay rate for the position during the trial service period. In the event the requirements for the new position are not met, or the supervisor or the employee feel a personality conflict may exist, the employee may be or may request to be returned to their original position, or the next available similar position and/or classification and pay. The employee will continue to serve in the new position and will receive the pay rate for that position until they're returned to the original or similar position.
- G. All employees shall be notified of hours and work assignments as soon as decisions have been made by the College. Every effort will be made to notify employees as early as possible.

**7.6 Voluntary Transfers**

- A. Application in response to a specific vacancy, as posted, may be submitted to Human Resources within the time limits as included in the posting.
- B. Employees who have submitted applications for transfer in response to a specific published vacancy will be considered along with the other applicants for any appropriate vacancy, PROVIDED the applicant's experience and qualifications meet the requirements of the position. Seniority will also be considered in filling published vacancies.
- C. Employee reassignment and transfers will be dependent upon, but not limited to, the needs of the College, and: (a) seniority; (b) related work experience; (c) training; (d) demonstrated ability; (e) flexibility of qualifications; and (f) evaluations.

**7.7 Involuntary Transfer**

- A. Involuntary transfers may be of short or long term duration and are responsive to such circumstances as: enrollment changes; program termination, and situations requiring remedial action; and other similar conditions that might be considered "emergency situations."
- B. Employees may be assigned outside their experience or training but the

Article 7 (Continued)

evaluation of their performance in the new position shall clearly so indicate.

- C. If the employee is involuntarily transferred to a classification position of lower pay, they shall be placed on the step closest to but not less than the rate of pay the employee was receiving at the time of transfer. If the employee's salary exceeds the salary of the new classification, they will be grandfathered at their current salary.

**7.8 Assignment of Additional Hours**

If additional hours are assigned to a specific program or position type, employees in a like position that is less than full time and whose schedule can accommodate the additional hours will be offered the additional hours in order of their seniority. If no employee in a like position can or will accept the additional hours, the hours first will be offered in seniority order to other employees at the College whose schedule can accommodate the assignment and who are qualified for the assignment as determined by the College.

If hours designated to specific positions or position types are reduced, the least senior employee(s) shall be the first to be affected unless such reduction is due to a College reduction-in-force or layoff which would be implemented under the provisions of Article 18 Layoff and Recall.

**7.9 Positive Time Reporting**

Employees will accurately report time worked in accordance with a positive time reporting process.

**ARTICLE 8  
COLLEGE CLOSURE**

**8.1 Closure Determination**

The College President or designee (or in some cases the Governor) is authorized to suspend the operation of all or any portion of the College if, in their opinion, an emergency condition makes the closure advisable. Emergency situations include, but are not limited to: severe weather conditions, natural disaster related hazards, and mechanical or equipment failure.

If the College is closed, the buildings will be closed and non-emergency staff cannot report to work. Due to safety issues the only people allowed on campus will be the emergency staff.

In the event the Governor closes the College, no employee is required to take leave for the period of time the College is closed, unless the Governor declares otherwise.

Article 8 (Continued)

When the College is closed by the President or designee prior to an employee's designated shift and the closure continues through the entire shift:

- A. Employees scheduled and not required to work during the disruption will have no loss in pay for the first full day.
- B. The following options will be made available for time lost for the balance of the closure:
  - 1. Emergency leave (this is deducted from available sick leave balance),
  - 2. Personal convenience or personal holiday (if available),
  - 3. Vacation (if available),
  - 4. Previously accrued compensatory time (if available),
  - 5. Leave without pay.
  - 6. Employees may make up time lost (and not compensated for) during the same workweek. This time is not subject to shift differential or overtime.
- C. If the employee reports to work for their regular shift and the College is subsequently closed during the shift and the employee is instructed to go home, the employee will not have to take leave for the period of time the College was declared closed during that shift.
- D. If the employee does not report to work for their regular shift and the College is subsequently closed during the shift, the employee must take leave for the entire shift.
- E. If the employee does not report to work for their regular shift due to inclement weather or disaster hazards and the College is not declared closed during the shift, the employee must take leave for the entire shift.
- F. Employees who already had an approved leave at the time of the College closure will be charged leave as they would have been had the closure not occurred.

**8.2 Reporting of Absence**

Absences must be reported according to the positive time reporting process or an absence slip must be submitted upon the employee's return to work if necessary.

**8.3 Unsafe Work Site**

Should the College determine that a work site is unsafe or conditions are unfit for work, employees may be assigned to an alternate work site.

## **ARTICLE 9 HOLIDAYS**

**9.1** Full-time and part-time scheduled employees are eligible to be paid for the following twelve (12) holidays:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Native American Heritage Day
- Christmas Day
- New Year's Day
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth Day and
- One personal holiday to be accrued and used annually

If a paid holiday falls on the weekend the holiday will be designated and granted on the Friday preceding or Monday following said holiday.

**9.2 Eligibility/Pro rata**

Employees will receive holiday pay if they are in pay status on their last regularly scheduled work day before or after the holiday. Part-time employees shall be entitled to holiday pay on the same pro rata basis that their schedule bears to a full-time appointment.

**9.3 Pay for Work on a Holiday**

Employees who are required to work on the above holidays shall receive two and one half (2 1/2) times the employee's regular rate for all hours worked on such holidays.

**9.4 Holidays for a Reason of Faith or Conscience**

Leave without pay will be granted for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization for up to two (2) workdays per calendar year in accordance with RCW 1.16.50 and as provide below:

**A.** Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.

Article 9 (Continued)

- B. The Employer will allow an employee to use available compensatory time, personal convenience leave, a personal holiday or vacation leave in lieu of leave without pay. All requests to use the aforementioned types of leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their Supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

**ARTICLE 10  
VACATIONS**

**10.1 Accrual Rate**

Each full-time and part-time employee will receive paid vacation days based upon the employee's years of employment with a qualifying state agency. Each employee who has worked sixty (60) consecutive work days will earn one (1) year of credit for vacation purposes. The accrual rate shall increase on the anniversary of the employee's hire date. Credit years will be earned from July 1 through June 30.

Each full-time scheduled employee is eligible for paid vacation up to the following maximums:

Thirteen (13) days annual vacation for the 1st year of continuous employment computed at the rate of 8.67 hours per month.

Fourteen (14) days annual vacation for the 2nd through 4th years of continuous employment computed at the rate of 9.33 hours per month.

Fifteen (15) days annual vacation for the 5th through 9th years of continuous employment computed at the rate of 10 hours per month.

Sixteen (16) days annual vacation for the 10th year of total employment

Article 10 (Continued)

computed at the rate of 10.67 hours per month.

Seventeen (17) days annual vacation for the 11th year of total employment computed at the rate of 11.33 hours per month.

Eighteen (18) days annual vacation for the 12th year of total employment computed at the rate of 12 hours per month.

Nineteen (19) days annual vacation for the 13th year of total employment computed at the rate of 12.67 hours per month.

Twenty (20) days annual vacation for the 14th year of total employment computed at the rate of 13.33 per month.

Twenty-one (21) days annual vacation for the 15th year of total employment computed at the rate of 14 hours per month.

Twenty-two (22) days annual vacation for the 16th through 19th years of total employment computed at the rate of 14.67 hours per month.

Twenty-three (23) days annual vacation for the 20th through 24th years of total employment computed at the rate of 15.33 hours per month.

Twenty-four (24) days annual vacation for the 25th year of total employment computed at the rate of 16 hours per month.

Employees working less than full-time schedules shall accrue vacation leave credits on the same pro rata basis that their schedule bears to a full-time appointment.

Temporary employees will accrue vacation leave on the same basis as full-time and part-time employees. Temporary employees may not use vacation leave until after the first six (6) months of employment.

**10.2 Eligibility**

Vacation leave will accrue monthly for any month in which the employee is in a pay status for ten (10) or more days. The accrual rate shall increase on the anniversary of the employee's hire date.

**10.3 Scheduling**

Employee's vacations will be taken at times mutually agreed upon between the employee and the immediate supervisor. An employee who makes a vacation request will be typically notified whether the request is approved or denied within fourteen (14) calendar days after the vacation request is submitted.



Article 10 (Continued)

**10.4 Carry-Over**

Vacation credit currently due but unused by the new accrual date each year will be carried over to a maximum of 30 days as provided in RCW 43.01.040. No employee shall be denied accrued vacation benefits due to College employment needs.

**10.5 Payment upon Termination**

Any employee who is discharged or who terminates employment shall receive payment for accrued and unused vacation credit with their final pay check, up to a maximum of 240 hours. Employees are encouraged to provide at least two (2) weeks' notice of intent to terminate.

**10.6 Vacation Denial**

When an employee's vacation cannot be approved, the next earliest alternative date requested by the employee, if available and deemed possible by the supervisor, shall be approved.

**10.7 Vacation Cancellation**

In the event that the College cancels an employee's scheduled vacation, leaving no time to reschedule such vacation before the employee's maximum balance will be reached, the employee's vacation balance will be permitted to exceed the allowable maximum and the employee will continue to accrue vacation for one (1) month in order to allow rescheduling of the employee's vacation. This monthly extension may be renewed, upon written request by the employee, for no longer than six (6) months.

**ARTICLE 11  
SICK LEAVE**

**11.1** All full time employees will receive twelve (12) days sick leave each year, and may use leave once accrued. (NOTE: Article 13.3 six (6) days emergency leave inclusive.)

**11.2** Former State of Washington and Washington School District employees who are re-employed within five (5) years of their separation from service will have their sick leave balance at the time of separation restored; employees must notify Human Resources within thirty days of hire of a previous sick leave balance.

**11.3** Part time employees will receive a prorated portion of one (1) day for each month in pay status of ten (10) days or more, and may use leave once accrued.

Article 11 (Continued)

- 11.4** Full time employees shall be credited with one (1) day sick leave per month for each month in pay status of ten (10) days or more.
- 11.5** Employees, who have been on leave without pay which exceeds ten (10) working days in a calendar month and have worked during the month, will accrue sick leave at the rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month.
- 11.6** Each employee's portion of unused sick leave allowance shall accumulate from year to year.
- 11.7** Sick leave may be used for:
- A.** An absence resulting from an employee's mental or physical illness, injury or health condition to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
  - B.** To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; or for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or for a family member who needs preventative medical care. "Family member" means any of the following (per RCW 49.46.210.2)
    - a. A Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in local parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
    - b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in local parentis when the employee was a minor child;
    - c. A spouse;
    - d. A registered domestic partner
    - e. A grandparent
    - f. A grandchild
    - g. A sibling
    - h. A significant other.
  - C.** Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 12.2.
  - D.** Leave for Domestic Violence Leave as required by RCW 49.76.
  - E.** Qualifying absences for Family and Medical Leave (Article12).

Article 11 (Continued)

- F. When the college has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 11.8** A doctor's certificate may be required for sick leave absences of the employee that last more than five (5) consecutive days.
- 11.9** Employees who qualify for the State's Sick Leave Buy Back program will be eligible for the following:
- A. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days.
  - B. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. PROVIDED, that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.
  - C. At the time of separation from College employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury.
  - D. Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual rights.
- 11.10** In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. A written medical certificate may be required. Employees will be in a leave without pay status for each day's absence beyond accumulated sick leave.
- 11.11** Employees will be in a leave without pay status for each day's absence beyond accumulated sick leave.
- 11.12** Upon request by the employee, the College may allow an employee who has used all of their sick leave to use compensatory time, vacation leave, and personal holiday for sick leave purposes as provided in 11.7 above.

Article 11 (Continued)

**11.13 Sick Leave Reporting and Verification**

- A.** In the absence of extenuating circumstances, an employee must promptly notify their supervisor on their first day of sick leave and each day after, unless there is mutual agreement to do otherwise. If an employee is in a position where a relief replacement is necessary if they're absent, they will notify their supervisor at least two (2) hours prior to their scheduled time to report to work (excluding leave taken in accordance with the Domestic Violence Act).
- B.** An employee returning to work after any sick leave absence may be required to provide written certification from their health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
- C.** Sick leave must be reported by the employee on the appropriate absentee reporting form. Leave used for Pregnancy Disability or Family Medical Leave Act (FMLA) (including Parental Leave) purposes should also be reported to Human Resources.

**ARTICLE 12  
FAMILY & MEDICAL LEAVE**

- 12.1** Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington state Family Leave Act of 2006 (WFLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one (1) or more of the following reasons A through D:
- A.** Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
  - B.** Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
  - C.** Family medical leave to care for a spouse, son, daughter, parent or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLA will not be counted towards the twelve (12) workweeks of FMLA.

Article 12 (Continued)

- D.** Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or on call to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country.

Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation, and attending post-deployment reintegration briefings. In addition, the College and the employee may agree that other events which arise out of the covered military member's active duty or call to active duty status qualify as an exigency, provided both agree to the timing and duration of the leave.

- 12.2** Military Caregiver Leave will be provided to an eligible employee who is the spouse, child of any age, parent or next of kin of a covered service member to take up to twenty-six (26) workweeks of leave in a single twelve (12) month period to care for the covered service member or veteran who is suffering from a serious illness or injury incurred in the line of duty.

During the single twelve (12) month period during which Military Caregiver Leave is taken, the employee may only take a combined total of twenty-six (26) workweeks of leave for Military Caregiver Leave and leave taken for other FMLA qualifying reasons.

The single twelve (12) month period to care for a covered service member or veteran begins on the first (1) day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

- 12.3** Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- 12.4** The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.
- 12.5** The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- 12.6** The College will continue the employee's existing College-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay his or her share of health insurance, life insurance and disability insurance premiums. The

Article 12 (Continued)

College may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board.

**12.7** The College has the authority to designate absences that meet the criteria of the family medical leave.

**A.** The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee, who meets the eligibility requirements listed in Section 12.1, may request that family medical leave run concurrently with absences due to work-related illness or injury covered by workers compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.

**B.** An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

**12.8 Parental and Pregnancy Disability Leave**

**A.** Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the College due to operational necessity and per Article 13.4 - General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 25.

**B.** Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 12.10 below.

**C.** Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leave laws.

**12.9** The College may require certification from the employee's, family members,

Article 12 (Continued)

or covered service member's health care provider for the purpose of qualifying for family medical leave.

- 12.10** Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the College's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 12.11** Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.
- 12.12** The employee will provide the College with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 12.13** An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.
- 12.14** Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor or regarding the WFLA with the Department of Labor and Industries.
- 12.15** Definitions used in this Article will be in accordance with the FMLA and WFLA. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The College and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

**12.16 Paid Family Medical Leave Program**

The Washington Family and Medical Leave Program (RCW 50A.04) is in effect and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event that the legislature repeals all or part of RCW 50A.04, those revisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal.

## **ARTICLE 13 OTHER LEAVES**

### **13.1 Leave Sharing**

- A.** Employees may participate in the Washington State Leave Sharing Program in accordance with RCW 41.04.650 and College procedure. Under the provisions of this program, the College shall receive and process requests for leave sharing. Shared leave may be requested and shared to aid another employee who has been called to service in the uniformed services, who is responding to a state of emergency anywhere within the United States declared by the federal or state government, who is a victim of domestic violence, sexual assault, or stalking, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; or for employees who are sick or temporarily disabled because of pregnancy disability or for the purposes of parental leave to bond with the employee's newborn, adoptive or foster child.
1. An employee is not required to deplete all of their sick or vacation leave before receiving shared leave for the purposes of pregnancy disability or for parental leave and may maintain up to forty (40) hours of vacation leave and forty hours of sick leave in reserve. For other uses of shared leave, the employee may keep eight (8) hours of sick leave in reserve.
  2. Employees may request or use shared leave for parental leave up to sixteen (16) weeks after the birth or placement of a child.
- B.** The College will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than five hundred twenty-two (522) days of shared leave, except that, the College may authorize leave in excess of five hundred twenty-two (522) days in extraordinary circumstances for an employee qualifying for the program because they're suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

### **13.2 Bereavement Leave**

- A.** Up to and including five (5) days leave with pay, including travel time, shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate family which includes spouse, domestic partner, children, spouse or domestic partner of the employee's children, mother, father, sister, brother grandparents, grandchildren, or the immediate family of their spouse or domestic partner.
- B.** This bereavement leave is not deducted from sick leave and is not accumulative.



Article 13 (Continued)

- C. In special cases, the office of the President, or designee, may approve bereavement leave for non-immediate family members as defined in 13.2.A, and duration of leave, up to five (5) days.

**13.3 Emergency Hardship Leave (Non-Accumulative)**

- A. Six (6) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to the office of the President, employees may be granted additional emergency leave days with pay. Additional days may be granted: (1) if the situation is as defined in this section;
- B. (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.
- C. The problem must have been suddenly precipitated and must be of such an emergent nature that pre-planning is not possible and where pre-planning could not relieve the necessity for the absence during the working hours.
- D. Emergency leave may not be taken the day before or the day after a holiday or in any combination for purposes of extending vacations.
- E. This leave may be used for any personal reasons of an emergency nature, including illness or injury in the family except as provided in Subsection C, funeral of friends or legal or personal affairs that cannot be scheduled outside the normal working day.
- F. Weather conditions for local travel to and from school shall be considered as a valid reason for an emergency leave, EXCEPT for "emergency staff" who must work their assigned shift, unless on a pre-approved leave, during time of inclement weather.
- G. Emergency leave for purposes of illness in the immediate family (including domestic partners), legal affairs, business affairs, and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.
- H. Emergency leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the usual absentee report for final payroll approval.
- I. Employees with special hardship situations may be granted additional emergency days by the President.

Article 13 (Continued)

**13.4 General Leaves of Absence**

- A. Upon written request from the employee and upon approval of the College ) President, unpaid leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity/paternity; (d) adoption; (e) education; and (f) military leave. The terms of the leave of absence will be confirmed in writing by the College.
- B. The leave of absence of an employee on leave for reasons other than military service will terminate at the end of one (1) full year in which no service has been rendered. No more than one (1) year will be granted to any family unit for maternity/paternity leave for any one (1) child.
- C. Except for military service, there shall be no other employment while on leave without prior approval of the President.
- D. The returning employee will be assigned to the position occupied before the leave of absence. If that position is unavailable/eliminated, the employee may choose a vacant position substantially equal in duties and compensation or any opening for which the employee is qualified.
- E. Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the College to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the College presently hires temporary employees.
- F. The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.

**13.5 Jury Duty and Subpoena Leave**

- A. Leave of absence with pay will be granted to employees for jury duty with appropriate documentation. An employee will be allowed to retain any compensation paid to them for jury duty service. An employee will inform their supervisor when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.
- B. Leave of absence with pay will be granted for employees responding to a subpoena, with appropriate documentation, when the employee has been subpoenaed on the employer's behalf or the subpoena is for legal proceeding which is unrelated to the personal or financial matters of the employee.

Article 13 (Continued)

**13.6 Military Leave**

- A. In accordance with RCW 38.40.060, any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from their employment for a period not exceeding twenty-one (21) days during each year, beginning October 1st and ending the following September 30th. Military leave will be in addition to any vacation or sick leave to which the employee might otherwise be entitled and will not involve any loss of privileges or pay.
- B. Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.
- C. When military leave is granted, the employee shall receive their regular pay from the College.

**13.7 Uniformed Service Shared Leave Pool**

The Uniformed Service Shared Leave Pool (USSLP) was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service.

The pool was also created to allow general government and higher education employees to voluntarily donate their leave to be used by any eligible employee who has been called to service in the uniformed services. Employee participation is voluntary at all times and will be consistent with state law (RCW 41.04.685) and College Policy. The Military Department, in consultation with the Department of Personnel and the Office of Financial Management, is responsible for administering the USSLP.

**13.8 Domestic Violence Leave**

In accordance with the Domestic Violence Leave Act, RCW 49.76, leave without pay, including intermittent leave, will be granted to an employee who is a victim of domestic violence, sexual assault or stalking. Family members of a victim of domestic violence, sexual assault or stalking will be granted leave without pay to help the victim obtain treatment or seek help. Family member for the purpose of domestic violence leave includes child, spouse, state registered domestic partner, as defined by RCWs 26.60.020 and 26.60.030, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

Article 13 (Continued)

Requests for leave without pay will be submitted in writing to the Executive Director of Human Resources. The College will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

**13.9 Attendance at the Legislature**

Upon specific request of a Washington State Legislative Committee or the Union for an employee's attendance at the Legislature, the employee shall notify Human Resources. Such leave shall be in accordance with RCW 41.56.220.

**13.10 Temporary Leaves of Absence**

Any full-time and part-time scheduled employee who anticipates the necessity for taking a temporary leave of absence shall make proper application and notify their immediate supervisor as soon as possible. All leaves granted under the provisions of this Article will be in appropriate units of full days or half days. All leaves described in this Article are available to full-time and part-time scheduled employees only.

**ARTICLE 14  
PERSONAL CONVENIENCE LEAVE**

On July 1 of each year, employees will be credited with four (4) days leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

- A.** Employees may accumulate up to a maximum of eight (8) days personal convenience leave. Should an employee have an accumulated balance of eight (8) days the employee will not receive additional personal convenience leave.
- B.** Employees whose initial hire date is after July 1 shall receive a prorated amount of personal convenience leave.
  - 1.** A personal convenience leave day may be used at the discretion of the employee except the day requested may not be used on the first or last day of the instructional year or on a student registration day, unless approved by their supervisor.
  - 2.** An employee planning to use a personal convenience leave day or days will notify their supervisor at least two (2) days in advance.
- C.** Each year employees have the option to be compensated at their current salary, for their unused personal convenience days. To be compensated for the days, employees must notify the payroll office in writing no later than June

Article 14 (Continued)

10<sup>th</sup> indicating the number of days for which they want compensation. Employees shall receive payment with their June 25<sup>th</sup> or July 10<sup>th</sup> pay. It is the intent of the College to pay for the unused personal convenience days on the June 25<sup>th</sup> paycheck whenever possible.

**ARTICLE 15  
ON-THE-JOB INJURY**

- 15.1** In the case of accidental injuries or work related illness which occur to employees during the working hours and/or while they are carrying out their responsibilities, the College agrees to maintain maximum allowable coverage under current provisions of worker's compensation rules. The College further agrees to review each such accident case on an individual basis when the loss of salary is involved. The College shall provide necessary information and forms to the employee who is filing a claim under worker's compensation.
- 15.2** Employees are to promptly report all accidental injuries or work-related illnesses to immediate supervisors or designees. Supervisors must report any accidental injuries or work-related illnesses within twenty-four (24) hours of occurrence to Human Resources.

**ARTICLE 16  
SENIORITY**

- 16.1 Seniority Date**  
The seniority of an employee shall be established as of the date on which the employee began employment in a position in this bargaining unit or in a position subsequently included in this bargaining unit.
- 16.2 Seniority Rights**
- A.** The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause, and retirement.
  - B.** Seniority rights shall not be lost but shall not accrue for the following reasons: authorized unpaid leaves of absence, and involuntary layoff.
  - C.** Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury (up to one year); paid, authorized absence covered by the leave provision of the bargaining agreement (authorized absence due to extended illness or medical disability); holidays and vacations.
  - D.** Temporary employees do not accrue seniority rights except when hired into a permanent position without a break in service.

Article 16 (Continued)

**16.3 Seniority List**

The College will provide an updated seniority list to employees or the Union upon request.

**ARTICLE 17  
CLASSIFICATION AND RECLASSIFICATION**

- A. For the purpose of this Contract, "Classification" refers to the vertical arrangement of employee categories (Classes) based on the duties, responsibilities, skills, and proficiencies for each position.
- B. The purpose of "Classes" is to provide reasonable wage differentials between employee categories based on assigned duties, responsibilities, skills, and proficiencies.
- C. Employees may apply for reclassification once in each twelve (12) month period, or more often if job responsibilities are substantially altered.
- D. Employees will utilize the College's Employee Reclassification Policy, Procedure and Forms to request a reclassification.
- E. Reclassification requests must be submitted to Human Resources.
- F. Any employee may have a Union representative present at a reclassification review.
- G. Within sixty (60) calendar days of submitting a Reclassification Request, unless extended by mutual agreement, the College will provide the employee with a written decision.
- H. The employee may appeal the decision to the College President or designee by requesting an appeal, in writing, to Human Resources within thirty (30) calendar days of the denial.
- I. The College President or designee will issue the employee a written decision within thirty (30) calendar days of the appeal date.
- J. If a reclassification is approved, at any time during the review or appeal process, the employee will be compensated at the new rate of pay from the date that the current reclassification request was submitted.
- K. The College will notify the Union, in writing, when a position is being reclassified to a job classification that is excluded from a bargaining unit covered by this agreement.

## **ARTICLE 18 LAYOFF AND RECALL**

### **18.1 Definition and Authorization**

- A.** A layoff is an employer-initiated action that results in separation from service, employment in a class with a lower salary range maximum, reduction in the work year, or reduction in the number of work hours.
- B.** This article establishes the procedure for a College President authorized layoff due to lack of funds, reorganization, or curtailment of work that impacts employee positions covered by this Agreement.

### **18.2 Layoff Position Determination**

The College will determine which positions will be retained and which positions will be eliminated. This information will be provided to the Union.

### **18.3 Seniority List**

The College will establish a seniority list as defined in Article 16 within each classification and work unit. For purposes of layoff and recall the College will group individuals, giving consideration to classification, hours worked and the work unit.

### **18.4 Union Notice**

Except in emergency situations (i.e., unexpected loss of funding), the College shall notify the Union in writing of any positions to be eliminated and furnish the Union with an updated seniority list at least thirty (30) calendar days prior to the first effective date of a permanent layoff. The College will notify the Union at least fifteen (15) days in advance of implementation of a temporary layoff in accordance with Article 4.12, Mandatory Subjects. In the case of an emergency situation, the College will notify the Union in writing, with as much advance notice as possible before implementing any layoff related action.

### **18.5 Employee Notice**

The employee to be laid off will be notified in writing a minimum of thirty (30) calendar days prior to the effective date of the layoff. The Union will be provided a copy of this notice at the same time as the employee.

Any such layoff notice will include:

- A.** The effective date of the layoff,
- B.** The reason for the layoff,
- C.** A list of other employees in the same work unit by classification and seniority date,
- D.** Notice of placement on the recall list,
- E.** The beginning and ending date of any placement on the recall list,

Article 18 (Continued)

- F. The requirement to notify the College of any change of address.
- G. The employee's layoff option(s), including:
  - 1. The date by when the employee must select their layoff option,
  - 2. Job title,
  - 3. Days and hours worked,
  - 4. The name of the current incumbent in the position,
  - 5. The supervisor's name,
  - 6. The requirement for the employee to have a transition review(s) and
  - 7. A copy of the most recent position description.

**18.6 Layoff Options**

- A. Employees will be laid off in accordance with seniority, as defined in Article 16, Seniority. Provided the employee has more seniority, one employee will be allowed to bump another employee with less seniority in the following order:
  - 1. The least senior employee in the classification and within the work unit; or if none exists,
  - 2. The least senior employee in the next lower classification within the work unit provided the employee has the proper qualifications for the work to be performed.
  - 3. The options will continue if needed, as specified above, in descending order of salary range and one (1) progressively lower level at a time.
- B. No employee will be able to bump into a higher classification. Full-time positions can bump part-time positions. However, part-time positions can only bump other part-time positions.
- C. Employees who choose not to exercise their bump option will be paid their accumulated vacation leave balance at their current rate of pay and be placed on the recall list.
- D. Employees will be provided up to seven (7) calendar days to accept or decline, in writing, any layoff option(s) provided to them. This time period will run concurrent with the thirty (30) calendar days' notice provided by the College to the employee.
- E. A laid-off employee shall, upon application and at the employee's option, be placed on the College's substitute list.

**18.7 Salary**

Employees appointed to a position as a result of a layoff will have their salary determined as follows:



Article 18 (Continued)

**A. Current Salary Level**

An employee who accepts another position with their current salary range will retain their current salary.

**B. Lower Salary Level**

1. An employee who accepts another position with a lower salary range and whose salary exceeds the maximum rate of the new salary range will be held at their current salary until the salary range will exceed the employee's rate of pay.
2. An employee who accepts a position with a lower salary range and whose salary is within the new salary range will be placed at the step closest to, but not less than, the rate of pay the employee was receiving prior to the move to the new position.

**18.8 Transition Review**

- A.** The College will conduct a transition review of employees accepting a position as a layoff option or from the recall list. The transition review gives the supervisor and employee an opportunity to meet and discuss such things as job requirements, performance goals, training needs and/or position expectations.
- B.** Supervisors will meet with employees and conduct a transition review within the first sixty (60) calendar days from the effective date of the employee's appointment to the new position. If requested by either the supervisor or the employee, a second transition review will be conducted within the first ninety (90) calendar days from the effective date of the employee's appointment to the new position.
- C.** Upon the employee's request, all transition review material will be removed from their official personnel file after one (1) year from the date of review.
- D.** An employee may voluntarily separate from a position, accepted as a layoff option or appointed to, from the recall list within the first sixty (60) calendar days from the effective date of the employee's appointment to the new position. Upon separation, the employee's name will be placed on or returned to the recall list. An employee may voluntarily separate and be placed on or returned to the recall list a maximum of one (1) time as a result of a single layoff action.

**18.9 Recall**

- A.** The College will maintain a recall list. Employees who are laid off will have

Article 18 (Continued)

their names placed on the recall list for the work unit by classification from which they were laid off or bumped. Additionally, employees will be placed on the recall list for other job classifications in which they held permanent status within the last two (2) years. An employee's name will remain on the recall list for two (2) years from the effective date of the qualifying action.

- B.** Employees placed on the recall list will be listed by classification in order of seniority in the bargaining unit. For the purpose of this section, seniority shall be based on length of service in the bargaining unit per Article 16. In cases where seniority is equal, employees will be chosen by lot.
- C.** The most senior employee will be offered the first open position for which the employee qualifies within their classification or work unit. Part-time employees on the recall list will be offered part-time and full-time positions for which they qualify. Qualifies means they have the necessary training and/or experience required in order to successfully carry out all the job responsibilities of the position. If the most senior employee on the recall list does not qualify for the position, or does not desire to take it, the next most senior employee that does qualify will be offered the position. If no employee on the recall list within the classification or work unit accepts the position or is qualified, then the position will be offered to the most senior employee on the recall list for classifications in which they held permanent status within the last two (2) years per Article 18.9 A above. No employee will be recalled to a higher classification than the classification from which they were laid off or bumped.
- D.** Employees may turn down two (2) position offerings for which they qualify before being removed from the recall list, provided that such employee is offered a position substantially equal to that held prior to layoff.
- E.** All benefits to which an employee was entitled at the time of the layoff, including unused sick leave, will be restored to the employee upon return to active employment. The employee will be placed on the appropriate range of the salary schedule, on the step that is closest to, but not less than, the hourly rate of pay at the time of the layoff. No employee will be placed above the top step of the appropriate range. Seniority will be restored to the accumulation at the time of the layoff.
- F.** Notices of recall will be sent to employees by certified or registered mail to the last known address as shown on the College's records with a copy to the Union. It will be the employee's responsibility to keep the College informed as to their current mailing address.
- G.** Employees will be provided up to seven (7) calendar days to accept or decline, in writing, any recall option(s) provided to them.

Article 18 (Continued)

- H. The College will work with employees on the recall list to retrain them for other occupational opportunities.

**18.10 Voluntary Layoff, Leave of Absence or Reduction in Hours**

An employee may volunteer to be laid off, take an unpaid leave of absence or reduce their hours of work in order to reduce layoffs. The President or designee will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs.

- A. Employees who volunteer to be laid off may request to have their names placed on the appropriate layoff list for the job classifications in which they held permanent status.
- B. An unpaid leave of absence must be requested in writing and will last for at least twelve (12) consecutive months. The College may terminate this agreement with four (4) weeks' notice. The employee will retain accrued sick leave, accrued vacation, and seniority rights while on leave of absence. However, vacation leave credits, sick leave, and seniority shall not accrue while the employee is on leave of absence.
- C. A reduction in hours must be requested in writing and will last for a minimum of three (3) months. The employee, supervisor, and President or designee will sign a form agreeing to the reduced hours, new work schedule, and length of reduction in hours. The form will be kept in the employee's personnel file. The employee shall be paid their current salary and benefits based on their new percentage of fulltime. Either the College or the employee may terminate this agreement with two (2) weeks' notice.

**18.11 Temporary Layoffs**

- A. The Employer may initiate a temporary layoff for up to twelve (12) working days per fiscal year. Employees will be given thirty (30) days' notice before the effective date of a temporary layoff. Employees may request alternative temporary layoff days from their manager or supervisor and any requests will be considered and approved or denied in writing.
- B. A temporary layoff will not affect an employee's incremental movement, vacation and sick leave accrual rates, or seniority.
- C. A temporary layoff is leave without pay. An employee may not use any leave for a temporary layoff day(s).

## **ARTICLE 19 DISCIPLINE**

**19.1** The Employer will not discipline any permanent employee without just cause.

**19.2** Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only.

**19.3** When disciplining an employee, the Employer will make a reasonable effort to protect the privacy of the employee.

**19.4** The Employer has the authority to conduct investigations.

**19.5 A.** Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. An employee may also have a union representative at a pre-disciplinary meeting. If the requested representative is not reasonably available, the employee will select another representative who is available. An employee seeking representation is responsible for contacting their representative.

**B.** During an investigation, employees will answer all appropriate questions truthfully and to the best of the employee's knowledge.

**C.** The role of the union representative in regard to Employer-initiated investigations is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Every effort will be made to cooperate in the investigation.

**D.** The employer will notify and advise the employee with updates of the status of the investigation every thirty (30) days until the investigation is complete. Upon notification that the Union is representing the employee for purposes of the investigation the Employer will provide simultaneous notification to the Union.

**19.6** An employee placed on an alternative assignment during an investigation will not be prohibited from contacting their union steward unless there is a conflict of interest, in which case the employee may contact another union steward. This does not preclude the Employer from restricting an employee's access to the Employer's premises.

**19.7** Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee and the union staff representative in writing of the reasons for contemplated discipline and an explanation of the evidence, copies of written documents, relied upon to take the action and the opportunity to view other evidence, if any. This information will be sent to the union staff representative on the same day it is provided to the employee. The employee will be provided an opportunity to respond either at a

Article 19 (Continued)

meeting scheduled by the Employer, or in writing if the employee prefers. A pre-disciplinary meeting with the Employer will be considered time worked.

**19.8** The employer will provide an employee with fifteen (15) calendar days' written notice prior to the effective date of a reduction in pay or demotion.

**19.9 A.** A warning notice may be issued in the event an employee receives three or more written reprimands in a twelve (12) month period. The warning notice will notify the employee that the written reprimands will now be considered collectively, not individually and may be subject to employee disciplinary action up to and including dismissal.

**B.** Upon email request by the employee to the Executive Director of Human Resources, a written reprimand will be removed from the official personnel file twelve (12) months from date of issuance if there have been no further written reprimands for a six (6) month period. The employee may also request that documentation of a verbal reprimand may also be removed from the supervisor's file after 12 months if there are no other like reprimands for a six (6) month period.

**19.10** The Employer will normally provide an employee with seven (7) calendar days written notice prior to the effective date of a discharge. If the Employer fails to provide seven (7) calendar days' notice, the discharge will stand and the employee will be entitled to payment of salary for time the employee would otherwise have been scheduled to work and had seven (7) calendar days' notice been given. However, the Employer may discharge an employee immediately without pay in lieu of the seven (7) calendar days' notice period if, in the Employer's determination, the continued employment of the employee during the notice period would jeopardize the good of the college/district. The Employer will provide the reasons immediate action is necessary in the written notice.

**19.11** The Employer will provide the Union with a copy of any disciplinary letters.

**19.12** The Employer has the authority to impose discipline, which is then subject to the grievance procedure set forth in Article 25. Oral reprimands, however, may be processed only through the top internal step of the grievance procedure and cannot be arbitrated.

**ARTICLE 20  
PERSONNEL RECORDS**

**A.** A master or official file shall be maintained for each employee of the College in Human Resources or other officially designated place.

**B.** Working files, as required and when properly noted in the employee's master file, may be kept by the employee's immediate supervisor.

Article 20 (Continued)

These files are considered confidential and only open to the immediate supervisor and the employee. Such working files will be maintained according to the following guidelines:

1. Materials which might form the basis for disciplinary action, reprimand, warning or other adverse effect must be either discarded or placed in the official personnel file within one (1) year of the date on which the incident occurred. The employee will be notified in writing when such materials are placed in the official file.
  2. If derogatory material is not placed in the official file and retained beyond the one (1) year period in the working file, such material shall at the employee's request be taken from the file and destroyed.
- C. The employee's personnel file shall be open for inspection by that employee, accompanied by another person of the employee's own choosing, if desired, to allow the opportunity to review evaluations and other records regarding their employment with the College. The employee has the right to add information in explanation of materials already in the file.
- D. An employee who feels the confidentiality of information contained in their personnel file has been violated and is prepared to present evidence and/or testimony substantiating such an allegation, may seek redress through the President or may pursue the matter formally through the grievance procedure.
- E. No derogatory material shall be placed in the official personnel file without the employee's knowledge. The employee may attach comments to such material.

## **ARTICLE 21 PERFORMANCE EVALUATION**

### **21.1 Purpose**

The performance evaluation process gives a supervisor an opportunity to discuss performance goals with their employee and assess and review their performance with regard to those goals. Supervisors can then provide support to the employee in their professional development. Performance problems should be brought to the attention of the employee at the time of the occurrence to give them the opportunity to address the issue prior to the performance evaluation.

Article 21 (Continued)

## 21.2 Evaluation Process

- A.** Supervisors will evaluate newly hired full-time, part-time, and probationary employees at least once during the first ninety (90) days of employment. (See Probation Article 7.2).

Employees will be evaluated at least once during a contract year. Employees may receive additional evaluations during the year reflecting continuing job performance. A supervisor's failure to complete an annual performance evaluation will be construed to mean the employee has performed satisfactorily. An extension to their evaluation period may be mutually agreed to between the parties.

- B.** The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:
1. Reviewing the employee's position description and updating, if necessary.
  2. Reviewing the employee's performance.
  3. Identifying ways the employee may improve their performance.
  4. Identifying performance goals and expectations for the next review period.
  5. Identifying employee training and development needs.
- C.** The performance evaluation process will include, but not be limited to, a written performance evaluation on the forms used by the College, the employee's signature acknowledging receipt of the forms, and any comments by the employee. A copy of the final performance evaluation, including any employee or reviewer comments, will be provided to the employee.
- D.** If an employee disagrees with their performance evaluation, the employee may attach a rebuttal to the document within ninety (90) days of acknowledging receipt.
- E.** The performance evaluation process is subject to the grievance procedure in Article 25.
- F.** Performance evaluations may be used as one element in determining discipline, transfer, and promotion.
- G.** Any changes to the College's adopted evaluation forms will be presented to the Union for its recommendations prior to implementation. Employee participation in the development of evaluation materials and rating factors is encouraged.

## **ARTICLE 22 HEALTH AND WELFARE**

### **22.1 Health and Welfare Benefits**

- A.** The College agrees to make available to all eligible employees group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the State Health Care Authority and as funded by the Legislature.
  
- B.** For purposes of Article 22.1, an eligible employee is defined as:
  - 1.** Any employee who is scheduled to work at least half-time per month and expected to be employed for more than six (6) months. (WAC 182-12)
  
  - 2.** Employees who are scheduled to work at least half-time but for less than six (6) months will become "eligible" effective the first day of the seventh (7th) month of employment. (WAC 182-12)
  
- C.** In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue the funded monthly medical, dental, and other insurance payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one (1) day per month as pay status for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health and dental plan beyond the six (6) months, they may do so by making the required payments to the Health Care Authority. In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere.
  
- D.** Any employee who is on authorized unpaid leave may continue their term life and accidental death plan via direct monthly payments to the State Health Care Authority. Employees on such leave must make written arrangements with Human Resources.
  
- E.** Any employee who is on layoff status shall be allowed to continue their participation in College medical and/or dental programs via direct monthly payments to the State Health Care Authority, to the extent provided by law. Such employees must make written arrangements with Human Resources.
  
- F.** Refer to the "Health Benefits Agreement by and between the State of Washington and the Coalition of Unions" on additional health care benefits and health care amounts.



Article 22 (Continued)

**22.2 Supplemental Retirement Plans**

The College shall continue the current Internal Revenue Service (IRS) Rule 403(b) retirement plans IRS Rule 457, Deferred Compensation Plan available to all employees. The College will provide application forms to participate, deduct the amount from the employee's salary, and make appropriate remittance to the plans.

**22.3 Liability and Indemnification**

The College participates in the State of Washington self insurance program. Whenever any claim or proceeding is filed against a College employee which the employee believes arises out of College employment, the College will defend and hold the employee harmless if the employee so requests in writing and cooperates fully with the state's defense and if the President determines that the employee was acting in good faith within the scope of their employment and is otherwise entitled to representation under Washington State law.

**22.4 Dependent Care**

The College will make available to employees, at their option, an Internal Revenue Service Code Section 129 Dependent Care plan. The plan will be established, administered, and communicated to employees by the State without cost to the employees.

**22.5 Flexible Spending Account**

The College will make available to employees, at their option, an Internal Revenue Service Code Section 125 Flexible Spending Account. The plan will be established, administered, and communicated to employees by the State without cost to the employees.

**22.6 Voluntary Employee Benefits Association (VEBA)**

- A. The College shall make available to eligible employees a VEBA plan to allow employees, upon retirement, to convert sick leave into a medical reimbursement plan pursuant to RCW 28B.50.553 and College policy and procedures. The VEBA plan must meet the requirements of the Internal Revenue Service.
- B. As a condition of participation each eligible employee must submit to the College a signed hold harmless agreement complying with RCW 28B.50.553. If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan. The eligible employee will not be permitted to participate in the Plan and remuneration for accrued sick leave at retirement shall be forfeited.
- C. Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care

Article 22 (Continued)

expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.

- D. Participation in VEBA will automatically renew each year. However, if one or more members are eligible to retire, the Union may conduct a vote in October to determine participation for the following year. The Union will notify the Human Resources Director in writing, by December 31, if they choose not to participate in the VEBA plan the following year.
- E. Upon request, the College will provide the Union with a list of members who will be eligible to retire in the following year.

**22.7 Long Term Care**

Both parties agree that deductions of members' wages will begin for the long-term care services and support trust program, at the time the State of Washington determines and approves such premium deductions and in compliance with the guidelines as set forth

**ARTICLE 23  
PROFESSIONAL DEVELOPMENT**

**23.1 Training Fund**

The College and the Union are committed to provide development opportunities for the professional growth of employees of this bargaining unit. In the mutual interest of the College and the Union, the College shall budget funds for the purposes of staff development. The amount allocated for each fiscal year of this Agreement is \$6,000.

- A. Up to a maximum of two hundred-fifty dollars (\$250), per person per fiscal year, will be available to bargaining unit members for professional development activities on a first-come, first-served basis until the allocation is exhausted.
- B. If there are funds remaining by June 15, the balance will be allocated to the members who have requested training reimbursement but did not receive full reimbursement. The allocation will be done as follows:
  - 1. The members will receive 100% reimbursement of their training costs if there are enough funds available to provide full reimbursement for all remaining reimbursement requests.
  - 2. If there are not enough funds available to reimburse 100% of each members training costs, the amount of funds remaining will be divided by the number of remaining requests to come up with an "equal amount per person." If members are owed less than the amount calculated (equal amount per person), they will only be reimbursed up to the amount submitted.

Article 23 (Continued)

Remaining funds will be reallocated to those members with reimbursements requests higher than the original equal amount per person calculation. A new equal amount per person calculation will be done in order to reallocate the remaining funds. This methodology will be repeated until all funds are disbursed.

- C. Employees who have separated prior to completion of their class will not receive reimbursement. Employees who separated prior to June 15 will not be eligible for the additional funds. However, employees who have been separated due to a layoff will be eligible for reimbursement and the additional funds during the fiscal year in which they separated.

**23.2 Training Guidelines**

The College will distribute training guidelines to all employees at the beginning of each fiscal year. Employees hired after the start of the fiscal year will receive the training guidelines as part of their orientation.

Employees requesting training funds must complete a Request for Classified Staff Training Funds form and submit it to their supervisor. Once completed by the supervisor, the employee submits the form to Human Resources. A training fund report will be provided to the chief shop steward and WFSE quarterly. The report will be made available to WFSE members upon request.

**23.3 Required Training**

Any fees or registration costs for required training will be paid by the College. Any hours of required training by the College will be paid for at the employee's regular rate, or at the employee's overtime rate if appropriate, unless the training is scheduled during the employee's regularly scheduled work hours, in which case the employee will receive their regular pay rate.

The College will provide training on state and federal regulatory requirements to all employees. It is the responsibility of all employees to stay current with all regulatory requirements related to their duties.

The College will inform employees of required training. In addition, the college will provide training on all state and federal regulatory requirements to employees, as appropriate. To ensure employees are in compliance with state and federal laws and regulations, the College will ensure reasonable notice is provided before any employee's deadline to take the required training.

**23.4 Fee Waivers**

Employees employed at least halftime (20 hours per week), after completion of their probationary period, may enroll in a Renton Technical College class without paying tuition. The tuition waiver will be based on a space available basis. Not all classes offered by the College are eligible for fee waiver. To receive approval, the employee requests the training through their supervisor. Final approval is

Article 23 (Continued)

determined by the Vice President of Administration and Finance.

Employees may apply for tuition waivers at Washington State universities and community colleges per RCW 28B.15.558. To determine eligibility employees should contact the specific college.

**23.5 In-service Activities**

The College shall establish a Staff Development Committee with at least two Union appointed members from and no less than the number of representatives from the other bargaining units. The Staff Development Committee will determine the content and structure of the staff in-service.

Attendance at the annual in-service will be required for all employees who report to work that day. Any hours of in-service required by the College will be paid for by the College at the employee's regular rate, or at the employee's overtime rate if appropriate. Leave may be used in accordance with this Collective Bargaining Agreement.

**23.6 First Aid**

The College will pay authorized registration fees for the renewal of First Aid cards for employees who are required to have First Aid. Time spent in these and other such required training classes or courses will be compensated at the rate noted in Article 23.3.

**23.7 Career Ladder Promotions**

- A. It shall be a goal of the College to provide members of this bargaining unit with the opportunity to advance to more responsible positions.
- B. Information both general and specific relative to training and skill requirements for College positions will be available in Human Resources for interested employees.
- C. Each employee has the option to develop a five (5) year personal development plan in consultation with the College, and approved by the supervisor. The plan shall be on file with the supervisor and reviewed annually with the employee. Human Resources shall maintain a file of all such plans and share summarized information with the Staff Development Committee.
- D. Upon properly identified completion of training requirements for a particular position, an employee who has met performance expectations over a year or more shall receive priority consideration for promotion.
- E. "Met performance expectations" refers to the employee's rating on the College's annual evaluation form.

**ARTICLE 24  
UNION MEMBERSHIP AND DUES/FEE DEDUCTION**

**24.1 Notification to Employees** The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing, with a copy to the Union, if they are subsequently appointed to a position that is not in a bargaining unit.

**24.2 Deduction Authorization** The Employer agrees to deduct an amount equal to the membership dues from the salary of employees who request such deduction in writing within thirty (30) days of receipt of a properly completed request submitted to the College payroll office. Such requests will be made on a Union payroll deduction authorization card. The Employer will honor the terms and conditions of each employee's signed membership card.

**24.3 Union Dues**

A. Upon receipt of the employee's written authorization, the Employer will deduct from the employee's salary an amount equal to the dues required to be a member of the Union. The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

A. Forty-five (45) calendar days prior to any change in dues, the Union will provide Renton Technical College the percentage and maximum dues to be deducted from the employee's salary.

**24.4 Payroll Deduction**

Voluntary Deductions

A. PEOPLE

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union deduction for the PEOPLE program. Written authorizations must be requested in writing by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit electronically, on each state payday, any deductions made to the Union together with an electronic report showing:

- a. Employee name;
- b. Personnel number;
- c. Amount deducted; and
- d. Deduction code.

Article 24 (Continued)

2. The parties agree this section satisfies the Employer's obligations and provides for the deduction authorized under RCW 41.04.230.

B. Trustmark Universal Life Insurance with Long Term Care

The Employer agrees to deduct from the wages of any employee who is a member of the Union deductions for the Trustmark Universal Life Insurance with Long Term Care. Written authorizations must be provided. Authorizations may be revoked by the employee at any time by giving written notice to the Employer. The Employer agrees to remit electronically, on each state payday, any deductions made to Trustmark together with an electronic report showing:

**24.5 Employee Status Reports**

Each month, the College will provide the Union with a list of all employees in the bargaining unit. The electronic list will be sent to WFSE Headquarters and will contain:

- A. Employee name;
- B. Permanent mailing address;
- C. Job classification code and job title;
- D. System identification number (SID);
- E. Position number, if any;
- F. Employment date;
- G. Job percent of full;
- H. Monthly salary that union dues are based on; and
- I. Salary range and step.
- J. Work phone number
- K. Work Email

**24.6 Revocation**

An employee may revoke their authorization for payroll deduction of payments to the Union by written notice to the Employer and the Union in accordance with the terms and conditions of their signed membership card. Every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after receipt by the Employer of confirmation from the Union that the terms of the employee's signed membership card regarding dues deduction revocation have been met.

Article 24 (Continued)

**24.7 Indemnification**

The Union agrees to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of dues.

**ARTICLE 25  
GRIEVANCE PROCEDURE**

**25.1 Scope**

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over the interpretation and application of this Agreement and/or interpretation and application of specific written College Policy, Rules and Regulations.

- A. A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written College Policy, Rule or Regulation.
- B. A grievant is an individual employee or group of employees represented by the bargaining unit or the Union. When appropriate, the College and the Union may agree to consolidate the grievances of two (2) or more grievants and process them as one (1) grievance.
- C. Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.
- D. The grievant(s) shall have the right to Union representation at all steps of this procedure and/or at any related meetings at which the grievant(s) is present.

**25.2 Grievance Steps**

**A. Informal Discussion(s):**

The employee's concerns will be presented orally by the employee to the appropriate supervisor. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, they may proceed to the formal grievance procedure.

**B. Step One**

An employee shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. If there is a question as to the appropriate supervisor, Human Resources will make a determination. A written grievance must be submitted within twenty (20) working days of the date that

Article 25 (Continued)

the employee first had actual knowledge of the grievable act, and must contain, at a minimum, the following data:

1. The nature of the grievance;
2. The sections of this Agreement or College rule/policy/allegedly violated;
3. The specific remedy sought.

Grievances must be signed and dated by the grievant or a Union Staff Representative. Within ten (10) working days receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

**C. Step Two**

If the grievance is not resolved to the employee's satisfaction at Step One, the grievant may, within ten (10) working days after the last day the supervisor has to respond in Step One, submit the grievance to the President or designee.

Within ten (10) working days of receipt of the written grievance, the President or designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the President may extend the timelines at this level up to ten (10) working days. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within ten (10) working days after the hearing, the President or designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

**D. Step Three-A**

If the grievance is not resolved at Step Two, the Union may, within thirty (30) work days after receipt of the written response from Step Two, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:

1. The arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or section of this Agreement.
2. There shall be no appeal from the arbitrator's decision if within the scope of their authority. It shall be final and binding on the Union, the employee(s) involved, and the College.
3. The necessary fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
4. The fact that the grievance has been considered by the parties in the



Article 25 (Continued)

preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator as delineated in Article 25.2 D(1) above.

**E. Step Three-B**

If the grievant is not satisfied with the resolution at Step Two, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written College Policy, Rule or Regulation, they may, within thirty (30) calendar days receipt of the written response from Step Two, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

1. The Board may employ a Hearing Officer to hear the case in its stead.
2. The Board may hear the case itself.
3. The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.
4. The grievant shall be notified of said hearing at least five (5) days prior to the set date.
5. The Secretary of the Board shall, within ten (10) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee Union if appropriate.

**25.3 Non-Discrimination**

The grievance or arbitration discussions shall take place whenever possible during work hours. The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

**25.4 Timelines**

The timelines provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the grievant to proceed within the timelines provided above shall result in dismissal of the grievance. Failure of the College or its officials to comply with answers or action within those same timelines shall entitle the grievant to a resolution favorable to the employee as requested by the employee.

**25.5 Grievance Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the employee.

**ARTICLE 26**  
**SALARIES AND EMPLOYEE COMPENSATION**

**26.1 Salary Basis**

- A. Each employee shall be paid according to their proper salary and classification as set forth in Appendices A and B. Renton Technical College ("College") and the Washington Federation of State Employees ("Union") agree that the general wage increase for members of this bargaining unit will be applied based on the uniform percentage as funded by the Legislature, and thus create the base salary for employees.
- B. The College will continue to implement compensation in accordance with CBA Article 26.5.B (Step Increases), if permitted under current state rules or legislation.
- C. Salaries listed are based upon a 260-day work year with a 40 hour work week.
- D. Upon expiration of the contract, salaries will continue to be paid under the terms in effect as of the expiration date. Any salary increases authorized by the Legislature (increments, COLA's, etc) to take effect subsequent to the expiration of the contract will be implemented upon ratification/approval of the new agreement.

**26.2 Part-Time Salary Computation**

Employees who work less than 260 days x 8 hours per day will have their annual, pro-rated salary paid semi-monthly as earned.

**26.3 Salary Provisions**

- A. Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.
- B. Salaries contained in Appendix A shall be for the entire term of this Agreement, subject to the terms and conditions of Article 26. Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date.
- C. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article 26, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, and in any case not later than the second regular pay day.

Article 26 (Continued)

## **26.4 Monthly Salary Installments**

- A.** All full-time employees as defined in Article 7.1 will receive payment for their services in twenty-four (24) semi-monthly installments.
- B.** Other employees will be paid semi-monthly for hours worked.
- C.** The deduction of payroll savings to a bank or credit union of the employee's choice shall be made semi-monthly after the amount has been authorized.

## **26.5 Salary Placement**

Employees shall be placed and moved on the salary schedule in accordance with the following provisions.

### **A. Placement on the Salary Schedule**

- 1.** Initial placement on the salary schedule will be determined by Human Resources in accordance with job description and classification, experience factors, demonstrated ability, and current salary.
- 2.** The conditions or factors for placement on the salary schedule will be explained to employees before hiring and assignment.
- 3.** An employee with no related work experience shall be placed on the initial step of the appropriate range of the current salary schedule. An employee with prior school district/college experience will be granted recognition for that experience on the salary schedule.
- 4.** Former bargaining unit employees who return to the bargaining unit within two (2) years shall maintain their step on the salary schedule, sick leave, vacation, seniority, and certificate credit.

### **B. Movement and Salary Improvement**

- 1.** Employees who have worked more than sixty (60) consecutively scheduled work days in a contract year and remain employed immediately following the contract year will be considered eligible for incremental movement on the salary schedule.
- 2.** Salary Improvement: Each employee who is eligible for an increment, who has remaining incremental movement available, and who continues to serve as an employee on July 1 of each year of the contract, will be granted one (1) increment effective that date. The College shall comply with all requirements set by the state in the final budget allocation for the school year. See Appendix A for the current salary schedule.

Article 26 (Continued)

**C. Salary on Promotion**

Employees covered by this Agreement who move to a higher salary range shall be placed on the appropriate step which will result in a salary equal to or greater than the salary that would have been paid on the previous salary range plus one step.

**D. Salary on Demotion**

**1. Voluntary Movement**

An employee who voluntarily moves to a position with a lower salary range and whose salary exceeds the maximum rate of the new salary range shall be held at their current salary until the salary range shall exceed the employee's rate of pay. An employee who voluntarily moves to a position with a lower salary range and whose salary rate is within the new range, shall be placed on the step closest to, but not less than, the rate of pay the employee was receiving prior to the move to the new position. The provisions of this paragraph shall also be utilized for salary placement when an employee bumps to a lower classification as part of the layoff process as defined in Article 18 Layoff and Recall.

**2. Involuntary Movement**

An employee who involuntarily moves to a position with a lower salary range shall be placed on the step closest to, but not less than, the rate of pay the employee was receiving prior to the move to the new position, except that the employee shall not receive an amount greater than the highest rate within the range.

**E. Salary on Lateral Transfer**

An employee's salary shall remain the same when transferring from one position to another which has the same salary range.

**F. Salary for Work-Out-Of-Class**

**1. Two Concurrent Positions**

Whenever an employee is required to perform duties in two (2) or more job classifications, they will receive pay for the higher classification, if higher classification constitutes fifty-one percent (51%) or more of the time.

**2. One Position**

If an employee is required to assume the full work responsibilities in a classification position of higher pay and the employee works in that position for over three (3) consecutive days, they shall receive the pay equal to that which they would normally receive in the higher classification and it will be retroactive to the first day.

Article 26 (Continued)

**G. Salary for Additional Assignments**

Any employee who is interested in working an additional assignment may apply for a position in another classification. If selected, the employee shall be paid for the hours worked in each classification at the appropriate hourly rate for that classification.

**H. Shift Differential**

Employees assigned to regular hours of work beyond 5:00 PM, as of June 30, 2015, will continue to receive an evening differential of fifty cents (\$.50) an hour for each hour worked beyond 5:00 PM, until such time that their shift changes in accordance with 7.4.G.

Shift differential for employees assigned to a shift after 6/30/2015, in which a majority of time worked daily or weekly is between 5:00 PM and 7:00 AM will be fifty cents (\$.50) per hour.

1. Shift differential will be paid for the entire daily or weekly shift, which qualifies under Subsection H above. Shift differential may also be computed and paid at the above monthly rate for employees permanently assigned to a qualifying afternoon or night shift.
  2. An employee assigned to a shift that qualifies for shift differential will receive the same shift differential for authorized periods of paid leave.
  3. When an employee is regularly assigned to an afternoon or evening shift that qualifies for shift differential, the employee will receive shift differential pay during temporary assignment, not to exceed five (5) working days, to a shift that does not qualify for shift differential.
- I. One (1) position in the Registration Department shall be designated as lead and shall be responsible for the proper operation of that office after 5:00 p.m. on those nights when the Registration Department is open. The stipend for this duty shall be an additional seven and one-half percent (7.5%) added to the employee's current salary rate for all hours regularly scheduled as lead effective July 1, 2000.

**26.6 Overtime and Compensatory Time**

- A. For overtime calculation, time worked will include vacation leave, sick leave, compensatory time, holidays, and any other paid time not listed below.
- B. For overtime calculation, time worked does not include shared leave or leave without pay.

Article 26 (Continued)

- C. Any time worked, approved by the immediate supervisor, in excess of forty (40) hours per week will be considered overtime to be paid at the rate of time and one-half per hour.
- D. Any time worked, approved by the immediate supervisor, in excess of forty-eight (48) hours per week will be paid at two (2) times the employee's regular rate. Work performed on a holiday will be paid at two and a half (2 1/2) times the employee's regular rate (inclusive of their holiday pay).
- E. Compensatory Time Off

At the option of the employee and if arranged prior to the assignment, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law. Compensatory time must be granted at the rate of one and one-half (1-1/2) hours compensatory time for each hour over forty (40) hours worked by full-time overtime-eligible employees and straight time compensatory time for each hour worked over the weekly schedule of less than full-time overtime-eligible employees (up to 40 hours).

**1. Compensatory Time Use**

An employee must use compensatory time prior to using vacation leave unless this would result in the loss of their vacation leave or the employee is using vacation leave for domestic violence leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 10, Vacations. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. Compensatory time must be used within 12 months of transfer to an overtime exempt position within the College.

**2. Compensatory Time Cash Out**

- A. All compensatory time must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the employee by May of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee separates from the Employer.
- B. As an exception to Subsection 26.6.E.2.A above, a Vice President or Director may allow an employee to carry forward up to twenty-four (24) hours of compensatory time past June 30<sup>th</sup> when an employee's workload requires overtime during the months of May and June. Payroll and Human Resources must be notified no later than June 10<sup>th</sup>.

Article 26 (Continued)

- F. The employer will not adjust or change an employee's regularly scheduled hours to avoid paying overtime.

**26.7 Compensation for Certificates**

- A. Three (3) college credits or thirty (30) hours earned per fiscal year in an approved training program qualify for one (1) Renton Technical College certificate stipend of five hundred dollars (\$500.00). Employees will be paid up to a maximum of ten (10) certificate stipends per fiscal year. Any employee who has earned non-expiring certificate stipends prior to July 1, 2004 will continue to receive payment annually at the value established as of June 30, 2018. Employees who have outstanding certificate stipends as of July 30, 2018 will have the balance paid in its entirety per the terms of the 2015-2018 collective bargaining agreement.
- B. Certificates will not be prorated. Unused credits and/or hours will be carried over to the next fiscal year only. Employees are individually responsible for obtaining and keeping course or training documentation and submitting their request for compensation by the respective deadline.

Notification of intent to earn certificates must be made in writing to Human Resources for budget purposes by March 15 of the current fiscal year. Actual documentation and verification must be received by June 10 of the fiscal year for payment beginning in July of the following fiscal year. Employees may submit documentation by June 30<sup>th</sup> if taking a class spring quarter and the grades are not available by June 10. Employees who need to submit grades after June 10 must email the Assistant Director of Human Resources by June 10.

Credit and payment will not be given for duplicate training or training not relevant to the individual employee's specific responsibilities or personal development plan (see Career Ladder Promotion Article 23.7), unless special circumstances result in College authorization for such repeat training. NOTE: Hours of training received during regularly scheduled work hours for which the employee is paid are specifically excluded from this article.

**26.8 Compensation for Degree Stipends**

One Renton Technical College degree stipend will be paid annually to each qualifying employee who has earned and submits transcript verification of their degree. A degree stipend of \$150.00 will be paid annually if the employee's highest degree is an associate degree. A degree stipend of \$250.00 will be paid annually if the employee's highest degree is a bachelor's degree. A degree stipend of \$350.00 will be paid annually if the employee's highest degree is a master's degree.

Article 26 (Continued)

**26.9 Multilanguage Stipend**

Employee(s) who are substantially bilingual or multilingual and are requested by management to use their skills in a language other than English in addition to the performance of their work duties will be paid a bilingual stipend of \$250 per quarter. The employee may request payment from the Vice President of Human Resources or designee. Such employee(s) may be required to demonstrate their bilingual ability, but are not required to be certified by the State of Washington as a translator/interpreter.

**26.10 Other Compensation**

- A. Mileage - Any employee required to return to work on call back or required to travel from one site to another in a private vehicle during working hours shall be reimbursed for such travel on a per-mile basis at the Office of Financial Management (OFM) rate per mile.
- B. Overnight Travel Expenses- Employees required to remain overnight on College business shall be reimbursed for room, board, and travel expenditures at the state rates.

**26.11 Salary Overpayment Recovery**

- A. When the College has determined that an employee has been overpaid wages, the college will provide written notice, via hand delivery or certified, 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, unless the College and employee agree to an amount that is more than the five percent (5%).



Article 26 (Continued)

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 25.

**ARTICLE 27  
TERM AND SEPARABILITY OF PROVISIONS**

**27.1 Length of Agreement**

The term of this Agreement shall be July 1, 2022 to June 30, 2025.

**27.2 Exclusions**

All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

**27.3 Re-Opening Agreement**

This Agreement may be reopened and modified at any time during its term upon mutual written consent of the College and the Union. The parties may each identify three (3) Articles of this agreement to be reopened.

**27.4 Re-Opening Agreement – Legislative Impact**

This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein including but not limited to state funded salary.

**27.5 Separability**

If any provision of this Agreement shall be found by a court of law, PERC, or other government regulatory agencies to be contrary to law, then only that provision shall be deemed invalid. All other provisions shall continue in effect. Collective bargaining may be initiated at the request of either party to change any such provisions deemed invalid.

**27.6 Scope of Agreement**

This agreement constitutes the negotiated agreements between the Employer and

*Article 27 (Continued)*

the Union and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the Employer which shall be contrary to or inconsistent with its terms.

**27.7 Inclusion**

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 28  
NO STRIKE PLEDGE**

Per RCW 41.56.120, nothing in this agreement permits or grants any employee the right to strike or refuse to perform their official duties.

**Appendix A**  
**WASHINGTON FEDERATION OF STATE EMPLOYEES**  
**JULY 1, 2022 - JUNE 30, 2023**

Salary Range	Pay Interval	Step	Step	Step	Step	Step	Step	Step	Step
		4	5	6	7	8	9	10	11
2	Index	1.000	1.030	1.060	1.092	1.125	1.193	1.216	1.241
	Annual	\$30,700.29	\$31,614.85	\$32,553.82	\$33,528.00	\$34,539.70	\$36,611.94	\$37,344.18	\$38,091.06
	Monthly	\$2,558.36	\$2,634.57	\$2,712.82	\$2,794.00	\$2,878.31	\$3,051.00	\$3,112.01	\$3,174.26
	Semi-monthly	\$1,279.18	\$1,317.29	\$1,356.41	\$1,397.00	\$1,439.15	\$1,525.50	\$1,556.01	\$1,587.13
	Hourly	\$14.76	\$15.20	\$15.65	\$16.12	\$16.61	\$17.60	\$17.95	\$18.31
3	Index	1.100	1.133	1.166	1.201	1.237	1.312	1.338	1.365
	Annual	\$33,756.63	\$34,770.23	\$35,804.49	\$36,877.96	\$37,989.22	\$40,276.02	\$41,081.54	\$41,903.17
	Monthly	\$2,813.05	\$2,897.52	\$2,983.71	\$3,073.16	\$3,165.77	\$3,356.34	\$3,423.46	\$3,491.93
	Semi-monthly	\$1,406.53	\$1,448.76	\$1,491.85	\$1,536.58	\$1,582.88	\$1,678.17	\$1,711.73	\$1,745.97
	Hourly	\$16.23	\$16.72	\$17.21	\$17.73	\$18.26	\$19.36	\$19.75	\$20.15
4	Index	1.156	1.191	1.227	1.263	1.301	1.380	1.407	1.436
	Annual	\$35,485.55	\$36,559.29	\$37,656.24	\$38,781.53	\$39,956.03	\$42,361.34	\$43,208.56	\$44,072.74
	Monthly	\$2,957.13	\$3,046.61	\$3,138.02	\$3,231.79	\$3,329.67	\$3,530.11	\$3,600.71	\$3,672.73
	Semi-monthly	\$1,478.56	\$1,523.30	\$1,569.01	\$1,615.90	\$1,664.83	\$1,765.06	\$1,800.36	\$1,836.36
	Hourly	\$17.06	\$17.58	\$18.10	\$18.64	\$19.21	\$20.37	\$20.77	\$21.19
5	Index	1.210	1.246	1.284	1.322	1.362	1.444	1.473	1.502
	Annual	\$37,153.95	\$38,259.87	\$39,414.97	\$40,596.90	\$41,822.09	\$44,327.45	\$45,213.99	\$46,118.27
	Monthly	\$3,096.16	\$3,188.32	\$3,284.58	\$3,383.08	\$3,485.17	\$3,693.95	\$3,767.83	\$3,843.19
	Semi-monthly	\$1,548.08	\$1,594.16	\$1,642.29	\$1,691.54	\$1,742.59	\$1,846.98	\$1,883.92	\$1,921.59
	Hourly	\$17.86	\$18.39	\$18.95	\$19.52	\$20.11	\$21.31	\$21.74	\$22.17
6	Index	1.331	1.371	1.412	1.454	1.498	1.588	1.620	1.653
	Annual	\$40,860.71	\$42,087.95	\$43,340.83	\$44,638.99	\$45,984.89	\$48,766.16	\$49,741.48	\$50,736.31
	Monthly	\$3,405.06	\$3,507.33	\$3,611.74	\$3,719.92	\$3,832.07	\$4,063.85	\$4,145.12	\$4,228.03
	Semi-monthly	\$1,702.53	\$1,753.66	\$1,805.87	\$1,859.96	\$1,916.04	\$2,031.92	\$2,072.56	\$2,114.01
	Hourly	\$19.64	\$20.23	\$20.84	\$21.46	\$22.11	\$23.45	\$23.91	\$24.39
7	Index	1.464	1.508	1.553	1.599	1.648	1.747	1.782	1.817
	Annual	\$44,946.33	\$46,297.88	\$47,675.04	\$49,102.89	\$50,584.41	\$53,621.90	\$54,694.34	\$55,788.22
	Monthly	\$3,745.53	\$3,858.16	\$3,972.92	\$4,091.91	\$4,215.37	\$4,468.49	\$4,557.86	\$4,649.02
	Semi-monthly	\$1,872.76	\$1,929.08	\$1,986.46	\$2,045.95	\$2,107.68	\$2,234.25	\$2,278.93	\$2,324.51
	Hourly	\$21.61	\$22.26	\$22.92	\$23.61	\$24.32	\$25.78	\$26.30	\$26.82
8	Index	1.575	1.638	1.704	1.772	1.843	1.916	1.993	2.073
	Annual	\$48,354.07	\$50,288.23	\$52,299.76	\$54,391.75	\$56,567.42	\$58,830.11	\$61,183.32	\$63,630.65
	Monthly	\$4,029.51	\$4,190.69	\$4,358.31	\$4,532.65	\$4,713.95	\$4,902.51	\$5,098.61	\$5,302.55
	Semi-monthly	\$2,014.75	\$2,095.34	\$2,179.16	\$2,266.32	\$2,356.98	\$2,451.25	\$2,549.30	\$2,651.28
	Hourly	\$23.25	\$24.18	\$25.14	\$26.15	\$27.20	\$28.28	\$29.42	\$30.59

NOTE: The Washington State Legislature has appropriated funds for a 5% King County Premium Pay (KCPP) general wage increase on base salaries. Because the KCPP is separate funding contingent on appropriations from the Legislature and not part of the general wage increase, it will not be used in the calculation of future wage



Signed this 15th day of June, 2022

FOR THE RENTON TECHNICAL COLLEGE

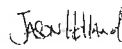
FOR WASHINGTON FEDERATION OF STATE  
EMPLOYEES, AFSCME COUNCIL 28, AFL-CIO



Kirby Unti  
Chair Board of Trustees



Kevin D. McCarthy  
President



Jason Holland  
Labor Advocate



Keyth Jokol  
Negotiating Team Member



Stacy Hamilton (Jun 27, 2022 08:45 PDT)

Stacy Hamilton  
Negotiating Team Member



Jessica Briggs (Jun 23, 2022 11:05 PDT)

Jessica Briggs  
Negotiating Team Member

Gamez-Metivier  
Kristin

Digitally signed by Gamez-  
Metivier, Kristin  
Date: 2022.08.17 08:21:00  
-07'00'

Kristin Gamez - Metivier  
Negotiating Team Member