

BOARD OF TRUSTEES MEETING | June 15, 2022 | 3:00 PM

Hybrid Meeting: Board Room (I-204) / Culinaire Room (I-108) / Zoom link: <https://rtcedu.zoom.us/j/81285836734>

Join by phone: +1 253 215 8782 US (Tacoma) Meeting ID: 812 8583 6734

Regular Meeting Agenda Items

Information/Action/Presenter

1. CALL TO ORDER

- A. Notation of Quorum and RTC Land Acknowledgment

3:00 P.M.

2. ADOPTION OF MINUTES

- A. May 18, 2022 Regular Meeting

ACTION

3. ACTION ITEM

- A. Tenure Advancement

4. COMMUNICATIONS

- A. General Information/Introductions
- B. Correspondence
- C. Public Comments from the Audience
- D. Student Leadership
- E. Renton Federation of Teachers
- F. Written and Video Communication Reports

Information

5. ACTION ITEMS

- A. AFT Contract Approval
- B. WFSE Contract Approval
- C. Board Policy Revisions
 - 1) Section 2 (EL-4), Board Reserves
 - 2) Section 4, Board and President Relationship
- D. FY23 College Budget Approval

Vice President Hogan
Vice President Hogan
Chair Unti

6. DISCUSSION/REPORTS

- A. Administrative/Finance
 - 1) Monthly Finance Reports
- B. President
 - GOALS:** Collaborative Relationships | Equity | Succession Planning | Financial Stewardship

Information
Vice President Jackson

Dr. McCarthy

7. BOARD OF TRUSTEES

- A. Recognition of Service for Trustee Page
- B. ACT Spring Conference Report, May 19 & 20, 2022
- C. Trustee Tuesday, June 14, 2022
- D. Liaison Reports
 - 1) Foundation
 - 2) RTC Advisory Council
- E. Trustee Recruitment/Succession
- F. Election of Officers 2022-2023
 - 1) Chair
 - 2) Vice Chair
- G. Appointment of RTC Liaisons
 - 1) Legislation Action Committee: Primary and Secondary
 - 2) RTC Foundation
 - 3) RTC Advisory Council
- H. Board Meeting Survey
- I. Retirement of Dr. Kevin McCarthy

Board Chair Unti
Board Chair Unti
Trustee Page
Information
Trustee Page
Trustee Wheeler-James
Information
ACTION

ACTION

Board Members

ACTION

8. MEETINGS

- A. Special Meeting to be scheduled in August, 2022?
- B. Regular Board Meeting - September 21, 2022

Information

9. ADJOURNMENT

ACTION

2021-2022 BOARD GOALS

[Succession](#) · [Onboarding](#) · [Create Board Dashboard](#)

EVENT REMINDERS

RTC Commencement · June 22, 2022 · ShoWare Center
ACCT Leadership Congress | Oct. 26-29, 2022 · Marriott Marquis · NY, NY
2022 Legislative Action Committee Retreat · Nov. 17, 2022 · Hilton · Seatac, WA
2022 ACT Fall Conference · Nov. 18, 2022 · Hilton · Seatac, WA

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: 1. CALL TO ORDER

SUBJECT:

BOARD CONSIDERATION	
X	Information
	Action

BACKGROUND:

Board Chair Unti will carry out the Notation of Quorum, call the meeting to order.

RECOMMENDATION:

None.

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: 2. ADOPTION OF MINUTES

SUBJECT:

BOARD CONSIDERATION	
	Information
X	ACTION

BACKGROUND:

The following meeting minutes are attached for approval by the Board of Trustees.

- A.** May 18, 2022 Regular Meeting

RECOMMENDATION:

Approval as presented.



**Board of Trustees – Regular Board Meeting
Culiniare Room (I-108)/Hybrid Zoom**

**May 18, 2022
3:00 P.M.**

Join Zoom Meeting:

MEETING MINUTES

1. CALL TO ORDER

Board Chair Kirby Unti called the meeting to order at 3:00 p.m. Notation of quorum was made. Board Chair Unti read the RTC Land Acknowledgment.

Chair Unit recognized Asian American and Pacific Islanders Heritage month, America Indian Day, and also American and Mental Health Awareness month all happening in May.

2. ADOPTION OF MINUTES

Board Chair Unti asked for correction and/or additions to the following minutes:

- A. April 18, 2022 Special Meeting
- B. April 19, 2022 Special Meeting
- C. April 20, 2022 Regular Meeting

Trustee Page made a motion to approve the minutes for the regular meeting held on April 20, 2022 and special meetings held on April 18, 19, 2022. Trustee Takamura seconded and the motion carried.

3. COMMUNICATIONS

A. General Information/Introductions

Dr. McCarthy recognized and congratulated RTC employee and former Transforming Lives awardee, Mr. Alan Abdullah, on receiving his United States citizenship as of May 17, 2022. Chair Unti also congratulated Mr. Abdullah and thanked him for his very good work with the college over the past several years.

B. Correspondence was included in the Communications and Marketing report.

C. Associated Student Government

Associate Dean of Student Engagement and Retention, Wade Parrot, informed everyone that the RTC commencement is on track for June 22 at the ShoWare Center.

D. Public Comments from The Audience

There were no public comments from the audience.

E. Renton Federation of Teachers

RFT President Donna Maher read a letter that she wrote regarding return to campus, commencement, under-enrollment, and communications. Board Chair Unti thanked President Maher for her input and clarified that non-policy issues related to faculty or RFT should be addressed with the president. If there are policy-related concerns, President Maher may frame those within the specific policy and forward that information to the board.

F. Written Communication Reports

Trustee Page requested clarification regarding RTC annex space rentals. VP Jackson confirmed that a majority of the space is rented and by July 1, 2022, 90-95% of the annex will be rented. Trustee Takamura inquired if annex rooms would be available for meetings as in previous years and VP Jackson confirmed one classroom would be available.

Chair Unti appreciated the stewardship and community partnership with regards to the annex rentals and recognized the strong partnership between CCP and I-BEST and its positive outcomes for students.

Trustee Page requested additional information regarding the ctclink report which noted that the majority of financial aid functions will not be used until beginning of the academic year. Per VP Jackson, the United

**Board of Trustees – Regular Board Meeting
May 18, 2022**

States Department of Education stipulates that one financial aid record per student may be open at any time and continuing student records are open in the legacy system; those records are scheduled to close and transfer to ctcLink at the start of the next academic year, at which time the financial aid functionality will be used in ctcLink.

Board Chair Unti thanked everyone for their thorough and informative reports.

4. ACTION ITEMS

A. Student Leadership FY23 Budget Approval

Director of Student Leadership and Programs, Walter Lutsch, presented the Associated Student Government FY23 budget proposal. Per Director Lutsch, ASG is in a renewal process and the budget is similar to the FY22 budget with just three significant changes in this year's ASG proposal:

1. Consolidate two management positions into one Admin Spec within ASG;
2. Reduce the 10 ASG positions to 7 with clearly defined duties and provide a pay increase from \$14 to \$15 per hour;
3. Add a 2-week ASG training period to build a well-trained, integrated team.

In response to Trustee Page's inquiry regarding ASG training, Director Lutsch reported that he and RTC Subject Matter Experts, including the Business Office, LRCC and Student Services will offer training.

Trustee Takamura made a motion to approve the ASG FY23 budget as proposed. Trustee Page seconded and the motion carried.

Chair Unti thanked ASG, noting their volunteerism at the Foundation scholarship event May 14.

B. Quid Pro Quo Agreement – RTC Foundation

Trustee Page made a motion to approve the 2022 Addendum to the 2010 Agreement between RTC and RTCF, previously approved by the Foundation Board at their April 27, 2022 meeting. Trustee Takamura seconded.

Trustee Page provided background on the Quid Pro Quo Agreement (QPQA), noting its strategy which allows college funds to be used by the Foundation to continue its mission in securing and managing funding for programs and students. AAG John Clark stated that the college may enter into any third-party agreement deemed necessary and the QPQA provides funds to the Foundation which then provides expertise and work for the college that it cannot otherwise do, such as investing money. VP Jackson provided QPQA increased funding details (from \$235k in FY22 to \$340k in FY23) which includes 3 FT Foundation positions, one of which will be a new Foundation support person to be hired in FY23, partial salary funding (8%) for financial reconciliation completed by the RTC Budget Director, space rental costs required from the Foundation to the college.

Discussion closed and the motion as stated by Trustee Page carried.

Chair Unti said he is pleased with the Foundation's growth and the work done helping students. Dr. McCarthy added that Foundation growth is crucial due to inflation and economic impacts students are experiencing from it.

C. High Demand MOU between RTC and RFT

Trustee Takamura made a motion to approve the MOU between RTC and RFT that continues compliance with HB 2158 High Demand/High Wage provision, effective July 1, 2022; the motion was second by Trustee Entenman.

VP Hogan reported that that the Washington legislature approved the High Demand funding in 2020 and that RTC fully expends it annually.

Discussion closed and the motion as stated by Trustee Takamura carried.

5. DISCUSSION/REPORTS

A. Preliminary FY23 College Budget Preview

VP Jackson presented the FY23 draft budget and discussed how this budget impacts future years.

Dr. McCarthy said this this year's budget proposal plans for the bulk of the capacity building coming from the new positions funded in this year's budget with the goal of those impacts/increases occurring in program development for the next/following years. Scott-Jewett funds will also provide options for program development. National trends show enrollments decreasing but RTC is capacity building and will work on program development.

VP Jackson reported that RTC was awarded a grant to add a Computer Science evening program. From the capital side, RTC will make minor improvements across next two bienniums to improve spaces and technology to help the Comp Science programs return to the higher enrollments from previous year which were double current enrollments.

Chair Unti recognized VP Jackson for in-depth transparency sharing the complex RTC budget. Per Chair Unti, RTC is incredibly fortunate with their funding sources which at this critical crossroads. Chair Unit stated he is willing to look at a deficit spending because the spending is going towards increasing enrollments, which he is very hopeful will increase from the efforts RTC is taking.

Dr. McCarthy thanked VP Jackson for the budget tool he created that provides transparency for projections and funding scenarios across FYs and aids greatly in fiscal planning. Dr. McCarthy reported that it appears that almost every college in the system will be deficit spending next year. Trustee Page mentioned that he fully supports apprenticeship program toolkits being paid for and in his estimation, actions such as these signal that the college will partner with the students who are spending their own dollars to succeed. Trustee Entenman stated that she had many discussions with the President and the Chair about the budget and has used the projection tool built by VP Jackson to understand what happens with changes and can see the how spending is impacted.

B. Administrative/Finance

i. Monthly Finance Reports

VP Jackson presented financials for March 2022 which is the first month closed in ctcLink.

- 2 conversion errors noticed require resolution: \$1.2M, \$700K. The numbers presented in this month's financial report match RTC bank statements so it is understood the errors favor RTC.
- Revenue collections are at 74%, slightly behind budget.
- Scholarship are up \$2.8M from last year due to HEERF dollar expenditure.
- Grants are up also due to CRRSAA and CARES ACT funds.
- Tuition and fees are up \$2.25M, which is due to a timing issue related to bulk/early registrations; April/June financial reports are expected to show this increase to even out.
- Expenditures are at 67%, and trailing.
- Salary and benefits are up \$1.7M due to ctcLink backfill positions hired and pandemic stipends which most RTC employees received.
- Ending Cash balance is \$19.3M, which included HEERF funds but not Scott/Jewett funds.

C. President's Report

Dr. McCarthy provided a presidential report on his goals for the year.

Dr. McCarthy opened his report by recognizing the disheartening effect the Buffalo shooting, an act of terrorism, has had on the RTC colleagues and students. Terrorist acts are meant to stop people from moving forward and the work we can all do to continue forward progress, including mindset, is important and he is looking forward to future conversations addressing this.

Collaborative Relationships

Dr. McCarthy reported that in the wake of the King County Council’s approval of the King County Promise program, RTC received of the first King County Promise Partnership grants, with an award of almost \$1.4M to RTC and its partners: Northwest Education Access, Centro Rendu of St. Vincent de Paul of Seattle King County, and the Congolese Integration Network. Dr. McCarthy introduced Ali Cohen, Associate Dean of Youth High School Completions, to report on grant details and RTC work ahead. Associate Dean Cohen reported that the grant, split across networking/partnering entities, provides post-secondary education access to students who do not typically have access. RTC’s piece is high school completion, funded at approximately \$400k, which includes the salary for an on-the-ground Promise Navigator.

As the RTC team plans for Commencement, back-up COVID plans remain in place. Cabinet, along with Associate Dean Wade Parrot, toured the ShoWare Center this week in preparation for the in-person event on June 22. Dr. McCarthy looks forward to us all celebrating with the students. Dr. McCarthy also emphasized that RTC is a relational institution and will remain so which means people must have the ability to be on campus for work as we continue to evolve in our practices since the start of the pandemic. Dr. McCarthy noted how enjoyable it is to connect to people on campus. There is also much collaboration with regards to Tenure and portfolios will be sent to trustees by end of this week.

Equity

Dr. McCarthy reported that hiring for the DEI Executive Director position is underway. Erin Jones presented her final session on the 3 phases of equity on Friday afternoon May 6 and attendance was 85. Dr. Delaney is scheduling Erin Jones for additional sessions at RTC. DEIC continue to hold valuable discussions which include the topics of hiring the DEI ED, the potential RTC Multicultural Center and implementation of Senate Bills 5227 and 5194 requirements at RTC. ACT will recognize RCT at the Spring Conference May 19 for winning the Equity Award this year. Trustee Entenman volunteered to speak to RTC’s receiving the award at the conference.

Succession Planning

Dr. McCarthy is planning for the new president and onboarding ahead. An issue that will require the new president’s attention is the Nursing program at RTC, currently under ongoing review by the Nursing Commission. RTC has been asked to provide additional information to the Nursing Commission by June 30 by and a determination on program status and once again admitting new students is expected in July.

Financial Stewardship

Dr. McCarthy reported that trustees, in groups of 2 or alone, will have the opportunity to review the proposed FY23 budget in advance of the June board meeting. Scott-Jewett funds are the final piece in the funding plan and the following expenditures are being considered with a more complete report to be offered at the June board meeting:

- Capacity building;
- Transition scholarships and tools;
- Furniture at the college, minor capital and equipment expenditures;
- Development related to DEI including increased translation of documents for English language learners;
- Funding more I-BEST-like instructional approaches.

Chair Unti thanked Dr. McCarthy and also Associate Dean Cohen for King Count Promise Grant work.

6. TRUSTEES

A. Board Policy Review

Section 2, EL-4

In 2021, when this policy addressing reserves was initially drafted, reserves were based on portions of the year; current draft changes shift the policy from time to dollar amounts. Draft changes allow money/variances to be used for deficit spending while still maintaining the reserves baseline.

**Board of Trustees – Regular Board Meeting
May 18, 2022**

Section 4

Trustee Page reported no substantive changes to Section 4 as reviewed by himself and Trustee Wheeler-James, but noted the importance of trustees understanding this section as it defines the trustee-president working relationship and addresses how trustees may specifically and appropriately address policy issues. Trustee Page strongly recommended this section be reviewed at the Fall Board Retreat and every year by all trustees.

B. Trustee Recruitment/Succession

Chair Unti asked Dr. McCarthy for the most recent report from the Governor’s office and Dr. McCarthy reported that there should be new trustees July 1 and October 1 to fill Trustee Page’s seat and Chair Unti’s seats, respectively.

C. Foundation Board Liaison Report

Trustee Page reported on the Foundation’s Student Success Event, Saturday, May 14. Turn-out was good and Trustee Page extended his compliments to the RTC alumni chefs who provided excellent food. Trustee Unti thanked all who worked and attended to support the college and make a successful event.

D. Monthly Board Meeting Survey

Board Chair Unti noted that there was only 1 survey response this month. Secretary Malone will send the survey out for the May board meeting and if the tool does not provide good input other means may be considered to gather feedback.

7. MEETINGS

- A.** The next regular Board meeting is scheduled for June 15, 2022; there will be an earlier start due to Tenure Review.

8. EXECUTIVE SESSION

- D.** At 5:22 p.m. the trustees convened an executive session for 15 minutes to discuss contract negotiations, including proposals and positions to be taken during the course of collective bargaining. At 5:38 p.m. trustees ended their executive session and returned to the regular session.

9. ADJOURNMENT

There being no further business, it was moved by Board Chair Unti to adjourn the Board of Trustees meeting at 5:38 p.m. Motion carried.

KIRBY UNTI, Board Chair
Board of Trustees

KEVIN D. MCCARTHY, President
Renton Technical College

AGENDA ITEM: 3. ACTION

SUBJECT: TENURE ADVANCEMENT

BOARD CONSIDERATION	
Information	
X	Action

BACKGROUND:

A. Faculty Tenure Advancements

Action will be taken on the following faculty tenure advancements:

- 1. Advancing from Third Year to Tenure:**
 - Shalahna Rhodes, Registered Nursing

- 2. Advancing from Second to Third Year:**
 - Ren Tarvin, Computer Network Technology
 - Di Zhang, Library

- 3. Advancing from First to Second Year:**
 - Cecilia Xing, Registered Nursing
 - Mary-Kate Durette-Piccirillo, Registered Nursing

RECOMMENDATION:

None.

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: 4. COMMUNICATIONS

SUBJECT:

BOARD CONSIDERATION

X Information

Action

BACKGROUND:

- A. General Information/Introductions
- B. Correspondence
- C. Public Comments from the Audience
- D. Associated Student Government
- E. Renton Federation of Teachers
- F. Written (and video) Communication Reports

RECOMMENDATION:

None.

AGENDA ITEM: 5. ACTION ITEMS

SUBJECT:

BOARD CONSIDERATION	
Information	
X	Action

BACKGROUND:

A. AFT Contract Approval

VP Lesley Hogan will present an executive summary of contract changes and the 2022 to 2025 AFT contract for Board approval.

B. WFSE Contract Approval

VP Lesley Hogan will present an executive summary of contract changes and the 2022 to 2025 WFSE contract for Board approval.

C. Board Policy Revisions

The Board will consider modifications to the following board policies presented and reviewed at the May 18, 2022 Board meeting:

1. Section 2, EL-4: Financial Considerations
2. Section 4: Board and President Relationship

D. FY 23 College Budget Approval

Vice President Jackson will present the 2022-23 College Budget for approval.

RECOMMENDATION:

None.

**Renton Technical College and AFT Classified
2022 – 2025 Collective Bargaining Agreement
Renton Technical College Board of Trustees
June 15, 2022**

Summary of Contract Changes

- **General Housekeeping** – Inclusive Pronouns, MOU Incorporation
- **Article 1 – Definitions (page 1)** – updated position type consisted with other employee groups (creating updates through contract)
- **Article 12 Seniority (page 11)** – clarified seniority rights to not only include work unit but job class/title
- **Article 16.5 Overtime (page 15)** – updated overtime article for ctclink consistency
- **Article 17 Holidays (page 18)** - included Juneteenth, updated Native American Heritage Day; combined full-time and part-time employees
- **Article 18 Vacation (page 21)** – removed restrictive vacation payout language
- **Article 20 Family & Medical Leave (page 27)** – Incorporates MOU reflecting current participation in the state’s paid family leave program
- **Article 23 Health and Welfare Insurance (page 32)** – Incorporates MOU reflecting changes to include pending participation in the state’s long-term care program
- **Article 25 Probationary Period (page 36)** – clarifies action upon an unsuccessful probationary experience
- **Article 26 Salary Administration (page 37)** – removed language from 2023, removed salary placement restriction in 26.8; incorporated MOU language regarding salary placement upon promotion and salary change AND **NEW** – Multilanguage Stipend.
- **Article 31 Reduction in Force/Layoff (page 43)** – clarified layoff process to include work unit and job title
- **Article 32 Discipline and Dismissal (page 45)** – increased timeline for equity and due process
- **Article 40 Term of Contract (page 42)** - Term of contract through June 30, 2025
- **Schedules A & B** - Updated both Salary Schedules to reflect new salary structure

CONTRACT

between



and



Renton Technical College Classified

July 1, 2022– June 30, 2025

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TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 DEFINITIONS	1
1.1 ANNIVERSARY DATE	1
1.2 Board	1
1.3 College	1
1.4 College President	1
1.5 Day	1
1.6 EMPLOYEE	1
1.7 Full-Time (Permanent) Employee	1
1.8 Hire Date	1
1.9 Labor Representative	1
1.10 New Employee	1
1.11 Part-Time (Permanent) Employee	1
1.12 Seniority Date	1
1.13 Temporary Employee	1
1.14 Union	2
1.15 Union Representative	2
1.16 Work Unit	2
1.17 Classification	2
1.18 Classification	2
ARTICLE 2 RECOGNITION	2
2.1 BARGAINING UNIT MEMBERSHIP	2
2.2 EXCLUSIONS	2
2.3 TEMPORARY EMPLOYEES	2
2.4 BARGAINING UNIT WORK	2
ARTICLE 3 RECOGNITION AS A TRAINING INSTITUTION	2
3.1 RECOGNITION AS A TRAINING INSTITUTION	2
ARTICLE 4 MANAGEMENT RIGHTS	3
4.1 RIGHTS VESTED IN MANAGEMENT	3
4.2 RIGHTS OF EMPLOYEES NOT MODIFIED	3
4.3 CONTRACTING	3
ARTICLE 5 EMPLOYEE RIGHTS	3
5.1 RIGHT TO JOIN THE UNION	3
5.2 RIGHT TO VOICE CONCERNS	3
5.3 RIGHT TO REPRESENTATION	4
5.4 RIGHT TO REPRESENTATION IN EMPLOYMENT RELATIONS	4
5.5 RIGHT OF CITIZENSHIP	4
5.6 EXERCISE OF RIGHTS	4
ARTICLE 6 UNION RIGHTS	4
2022-2025	1

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- Deleted: WORK UNIT
- Deleted: 2

Deleted: 2019-2022

RENTON TECHNICAL COLLEGE AND AFT RENTON TECHNICAL COLLEGE CLASSIFIED

6.1	UNION'S ROLE AND RESPONSIBILITY	4
6.2	GRIEVANCE REPRESENTATION	4
6.3	LIMITS TO GRIEVANCE REPRESENTATION	4
6.4	DISTRIBUTION OF THE AGREEMENT	5
6.5	DELEGATION OF RESPONSIBILITY	5
6.6	UNION BUSINESS LEAVE	5
6.7	ACCESS TO EMPLOYEES	5
6.8	ACCESS TO COLLEGE ADMINISTRATION	6
6.9	ACCESS TO FACILITIES	6
6.10	BULLETIN BOARDS	6
6.11	COLLEGE MAIL	6
6.12	NEGOTIATING COMMITTEE	6
6.13	LABOR/MANAGEMENT COMMITTEE	7
ARTICLE 7 UNION REPRESENTATIVE		7
7.1	NOTICE TO COLLEGE	7
7.2	NON-INTERFERENCE	7
7.3	PERMISSION TO LEAVE DUTY STATION	7
7.4	ABILITY TO MEET AND CONFER	7
7.5	DUTIES OF THE UNION REPRESENTATIVE	7
7.6	RELEASE DURING WORK TIME	7
ARTICLE 8 MEMBERSHIP AND DUES DEDUCTION		8
8.1	MEMBERSHIP AND DUES DEDUCTION	8
8.2	CHECK-OFF	8
8.3	INDEMNIFICATION	8
8.4	PERTINENT DATA	8
ARTICLE 9 MAINTENANCE OF STANDARDS AND BENEFITS		8
9.1	MAINTAINING STANDARDS	8
9.2	EXCLUSIONS	8
ARTICLE 10 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION		9
10.1	EQUAL OPPORTUNITY	9
10.2	PROTECTED EMPLOYMENT ACTIONS	9
10.3	AFFIRMATIVE ACTION	9
ARTICLE 11 HEALTH AND SAFETY		9
11.1	SAFETY COMMITTEE	9
11.2	REPORTING UNSAFE CONDITIONS	9
11.3	UNIFORMS	9
11.4	RAINGEAR	10
11.5	TOOLS	10
11.6	SPECIAL EQUIPMENT	10
11.7	SAFE USE OF EQUIPMENT	10
ARTICLE 12 SENIORITY RIGHTS		10
ARTICLE 13 SPECIAL PROVISIONS FOR FOOD SERVICE WORKERS		11
2022-2025		2

Deleted: 2019-2022

RENTON TECHNICAL COLLEGE AND AFT RENTON TECHNICAL COLLEGE CLASSIFIED

13.1	ASSIGNMENT	11
13.2	PERMITS	12
ARTICLE 14 SPECIAL PROVISIONS FOR MAINTENANCE WORKERS		12
14.1	ASSIGNMENT	12
14.2	CALL BACK SERVICE	12
14.3	SENIORITY RIGHTS	12
ARTICLE 15 SPECIAL PROVISIONS FOR CUSTODIAL AND GROUNDS WORKERS		12
15.1	CALL BACK SERVICE	12
15.2	SENIORITY RIGHTS	13
15.3	BOILER OPERATOR LICENSE	13
ARTICLE 16 WORK WEEK AND WORK SCHEDULING		14
16.1.	WORK WEEK	14
16.2	WORK SHIFTS	14
16.3	WORK DURING LUNCH	15
16.4	SHIFT CHANGE	15
16.5	OVERTIME	15
16.6	COMPENSATORY TIME OFF	16
16.7	COLLEGE CLOSURES/SUSPENDED OPERATIONS	16
ARTICLE 17 HOLIDAYS		18
17.1	Full-Time/Part-Time Employee HOLIDAYS	18
17.2	HOLIDAYS ON WEEKENDS	18
17.3	Holiday Eligibility	19
17.4	Worked Holidays	19
17.5	Holidays for a Reason of Faith or Conscience	19
ARTICLE 18 VACATION LEAVE		20
18.1	VACATION LEAVE - ACCRUAL RATE	20
18.2	Part-Time EMPLOYEES – PAYOUT OPTION	20
18.3	VACATION SCHEDULING	21
18.4	PAYMENT UPON SEPARATION	21
18.5	PAYMENT UPON DEATH OF THE EMPLOYEE	21
18.6	RESIGNATION NOTICE	21
18.7	Authority To Use Vacation in Lieu of Sick Leave	21
18.8	Maximum Accrual	21
18.9	Change in Accrual Rate	21
18.10	Accrual and Use Begins	21
ARTICLE 19 SICK LEAVE		22
19.1	ACCRUAL RATES	22
19.2	USE OF SICK LEAVE	22
19.3	SICK LEAVE BUY-BACK	23
19.4	PAYMENT UPON SEPARATION	23
19.5	LEGISLATIVE REVOCATION OF BENEFITS	23
19.6	CERTIFICATION OF ILLNESS OR INJURY	23
2022-2025		3

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RENTON TECHNICAL COLLEGE AND AFT RENTON TECHNICAL COLLEGE CLASSIFIED

19.7 UNPAID SICK LEAVE	23	Deleted: 24
19.8 TRANSFER OF SICK LEAVE	23	Deleted: 24
19.9 LEAVE DOCUMENTATION	23	Deleted: 24
ARTICLE 20 FAMILY & MEDICAL LEAVE	24	
20.8 PARENTAL AND PREGNANCY DISABILITY LEAVE	25	Deleted: 26
20.9 Washington Paid Family and Medical Leave Program	26	Formatted: No Spacing, Tab stops: Not at 7.07"
ARTICLE 21 OTHER LEAVES	27	
21.1 LEAVE SHARING	27	
21.2 BEREAVEMENT LEAVE	27	Deleted: 28
21.3 EMERGENCY HARDSHIP LEAVE (NON-ACCUMULATIVE)	28	
21.4 GENERAL LEAVES OF ABSENCE	28	Deleted: 29
21.5 JURY DUTY AND SUBPOENA LEAVE	29	Deleted: 30
21.6 MILITARY LEAVE	30	
21.7 UNIFORMED SERVICE SHARED LEAVE POOL	30	Deleted: 31
21.8 DOMESTIC VIOLENCE LEAVE	30	Deleted: 31
ARTICLE 22 PERSONAL CONVENIENCE LEAVE	31	
22.1 Full-Time EMPLOYEE	31	Deleted: ANNUAL
22.2 Part-Time EMPLOYEE	31	Deleted: DAILY
		Deleted: 32
ARTICLE 23 HEALTH AND WELFARE INSURANCE	32	
23.1 BASIC BENEFITS ENUMERATED	32	
23.2 ELIGIBILITY	32	
23.3 "BEFORE TAX" SALARY REDUCTION PLAN – DEPENDENT CARE	32	Deleted: 33
23.4 CONTINUATION OF BENEFITS	32	Deleted: 33
23.5 ON-THE-JOB INJURY	32	Deleted: 33
23.6 DEFERRED RETIREMENT PLANS	33	
23.7 LIABILITY AND INDEMNIFICATION	33	Deleted: 34
23.8 RETIREMENT	33	Deleted: 34
23.9 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)	33	Deleted: 34
23.10 FLEXIBLE SPENDING ACCOUNT	34	Deleted: 34
ARTICLE 24 POSITION DESCRIPTIONS	34	Deleted: 35
24.1 POSITION DESCRIPTIONS	34	Deleted: 35
24.2 NEW POSITIONS COVERED BY THE UNION	34	Deleted: 35
24.3 EVALUATION FORMS	34	Deleted: 35
24.4 ADMINISTRATIVE CHANNELS	34	Deleted: 35
24.5 REQUIREMENT TO HOLD A VALID DRIVERS LICENSE	34	Deleted: 35
ARTICLE 25 SELECTION	35	
25.1 POSTING ANNOUNCEMENTS	35	
25.2 SELECTION CRITERIA	35	
25.3 PROBATIONARY PERIOD (NEW EMPLOYEES)	35	Deleted: 36
25.4 PROBATIONARY PERIOD (PROMOTED OR TRANSFERRED EMPLOYEES)	35	Deleted: 36
2022-2025	4	Deleted: 2019-2022

RENTON TECHNICAL COLLEGE AND AFT RENTON TECHNICAL COLLEGE CLASSIFIED

32.4 TRAFFIC SAFETY VIOLATIONS	44	Deleted: 45
ARTICLE 33 GRIEVANCE PROCEDURES	44	Deleted: 45
33.1 SCOPE	44	Deleted: 45
33.2 FORMAL GRIEVANCE STEPS	45	
33.3 TIME FOR HEARINGS	46	Deleted: 47
33.4 TIMELINES	46	Deleted: 47
ARTICLE 34 NO WORK STOPPAGE	46	Deleted: 47
34.1 NO WORK STOPPAGE	46	Deleted: 47
ARTICLE 35 SALARY AUTHORIZATION & OTHER OPENERS	47	Deleted: 48
35.1 ALL PROVISIONS APPLICABLE	47	Deleted: 48
35.2 MUTUAL AGREEMENT TO OPEN	47	Deleted: 48
35.3 OPENING OF SALARY SCHEDULES	47	Deleted: 48
35.4 LEGISLATIVE ACTION	47	Deleted: 48
ARTICLE 36 SAVINGS CLAUSE	47	Deleted: 48
36.1 SAVINGS	47	Deleted: 48
36.2 BARGAINING OF REPLACEMENT LANGUAGE	47	Deleted: 48
ARTICLE 37 SCOPE OF AGREEMENT	47	Deleted: 48
37.1 SCOPE	47	Deleted: 48
37.2 SEPARATE AGREEMENTS	48	Deleted: 49
ARTICLE 38 ENTIRE AGREEMENT	48	Deleted: 49
38.1 ENTIRE AGREEMENT	48	Deleted: 49
ARTICLE 39 <u>UNION MANAGEMENT COMMUNICATION COMMITTEE</u>	48	Deleted: 49
ARTICLE 40 TERM OF AGREEMENT	49	Deleted: <object>UNION MANAGEMENT COMMUNICATION COMMITTEE 49¶
SCHEDULE A AFT RENTON TECHNICAL COLLEGE CLASSIFIED SALARY SCHEDULE	50	Deleted: 50
		Deleted: 1
SCHEDULE B AFT RENTON TECHNICAL COLLEGE CLASSIFIED SALARY SCHEDULE	51	Deleted: 2

PREAMBLE

This Agreement is made and entered into by and between Renton Technical College (hereinafter "College") and the AFT Renton Technical College Classified (hereinafter "Union") for the purpose of governing their labor relations by fixing wages, hours, benefits, grievance procedures, and other conditions of employment effecting members of the bargaining unit as certified by the Public Employment Relations Commission.

In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 **Anniversary Date** means the first day of employment with the College as a continuous or annual employee regardless of any new "hire date" assigned as a result of promotion or transfer; PROVIDED there has been no break in service.
- 1.2 **Board** means the Board of Trustees of Renton Technical College.
- 1.3 **College** means Renton Technical College, community and technical college District 27 of the State of Washington.
- 1.4 **College President** means the president of Renton Technical College or their designee.
- 1.5 **Day** means workday unless otherwise indicated.
- 1.6 **Employee** means all annual, part-time, and temporary custodians, food service, facilities, and grounds maintenance personnel.
- 1.7 **Full-time (Permanent) Employee** means employees who are scheduled to work forty (40) hours per workweek on an ongoing basis.
- 1.8 **Hire Date** means the first day that an employee is employed at the College.
- 1.9 **Labor Representative** means any representative of the certified bargaining agent, who is not employed by the College, designated by the Union to act on behalf of the employees in labor matters.
- 1.10 **New Employee** means an employee who has yet to satisfactorily complete the probationary period as cited in Section 25.3
- 1.11 **Part-time/(Permanent) Employee** means employees who are scheduled to work less than full (forty (40) hours per work week) and/or may not be scheduled to work during instructional break(s) on an ongoing basis.
- 1.12 **Seniority Date** means the first day that a full-time or part-time employee assumes a new position within the bargaining unit. Each time a full-time or part-time employee changes work unit a new seniority date will result.
- 1.13 **Temporary Employees** are hired as on call employees, seasonal workers or temporary replacements to cover special situations or employees absences. In accordance with 16.5.4, substitutes may be used for special or

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unforeseen situations but not in lieu of overtime. Temporary employees include all catering positions, substitute custodians, substitute employees in foods and seasonal grounds workers.

- 1.14 **Union** means the AFT Renton Technical College Classified.
- 1.15 **Union Representative** means an employee of the college and a member of the bargaining unit designated by the Union to act on its behalf.
- 1.16 **Work Unit** means any of the four (4) different occupational categories, in this bargaining unit: food services, maintenance, custodial and grounds.
- 1.17 Classification means job title, or title within a series (for example: Custodian 1, Custodian 2, Custodian 3, etc)

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**ARTICLE 2
RECOGNITION**

2.1 Bargaining Unit Membership

The College hereby recognizes the Union as the sole and exclusive bargaining representative for all classified employees in the following work units: Maintenance, Food Service, Custodial and Grounds excluding administrative support staff, Supervisor(s) of Custodial, Grounds, Maintenance and Food Service.

2.2 Exclusions

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of Trustees and President of the College pursuant to [RCW 41.56.030\(2\)](#).

2.3 Temporary Employees

Temporary employees represented by the Union shall include only those employed by the College who have worked for thirty (30) calendar days within the current school year. Representation for substitute employees will be limited by [Article 29](#) of this Agreement.

2.4 Bargaining Unit Work

Work customarily performed by employees identified in [Section 2.1](#) shall be identified as bargaining unit work. Such work may be performed by students as noted and limited herein and may be performed by other employees on a limited basis or in emergency situations.

**ARTICLE 3
RECOGNITION AS A TRAINING INSTITUTION**

3.1 Recognition as a Training Institution

The College and the Union recognize the obligation of an educational institution to provide training and learning situations for all students. Although students may be assigned to learn to perform and in fact, be required to perform duties similar to employees covered by this Agreement, students will not be used by the College to replace current employees or to reduce hours assigned to current members of this

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bargaining unit.

ARTICLE 4 MANAGEMENT RIGHTS

4.1 Rights Vested in Management

Neither this Agreement nor the act of meeting and negotiating will be construed to be a delegation to others of the policy-making authority of the College, which authority the College specifically reserves unto itself. The management of the College and the direction of the work forces are vested exclusively in the College subject to the terms of this Agreement. The exercise of the College's rights stated herein is an exclusive function of management. Management prerogatives will not be deemed to exclude other management rights not herein specifically enumerated. Management officials retain the right and obligation, according to College policy, to do the following:

4.1.1 The Union recognizes the right of the College to hire, suspend, transfer, promote, demote or discipline 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 termination of 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 work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting time and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

4.2 Rights of Employees Not Modified

The exercise of the Management Rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in the Agreement when, in the opinion of the Union, such exercise violates the letter and intent of the Agreement.

4.3 Contracting

During the life of this agreement, the College shall not contract out bargaining unit work beyond that previously subcontracted without the mutual agreement of the parties.

ARTICLE 5 EMPLOYEE RIGHTS

5.1 Right to Join the Union

It is agreed that all employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union, and the freedom of such employees to assist the Union as provided for in various sections of [RCW 41.56](#).

5.2 Right to Voice Concerns

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Union representatives and/or appropriate officials of the

College.

5.3 Right to Representation

Employees of the bargaining unit as defined in [Section 2.1](#) shall have the right to have Union representatives or other persons present at discussions between themselves and supervisors or other representatives of the College as hereinafter provided

5.4 Right to Representation in Employment Relations

Each employee reserves and retains the right to have the Union represent such employee in all matters concerning their employment relations with the College.

5.5 Right of Citizenship

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 discipline or discrimination against any employee

5.6 Exercise of Rights

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

**ARTICLE 6
UNION RIGHTS**

6.1 Union's Role and Responsibility

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 concern, either orally or in writing; to consult or be consulted with respect to industrial relations matters and practices which are within the authority of the College; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

6.2 Grievance Representation

The Union shall promptly be notified by the College of any grievances or disciplinary actions concerning any employee in the unit in accordance with the provisions of the Discharge and Grievance Articles contained herein. The Union is entitled to have an observer at hearings conducted by any College official or body arising out of a grievance and, if appropriate, to make known the Union's view concerning the case.

6.3 Limits to Grievance Representation

The Union may not continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. The Union may consult with the College on complaints without a grievance being made by an individual employee.

6.4 Distribution of the Agreement

- 6.4.1 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. All new employees shall be given a copy of this Agreement by the College at the time they are employed by the College.
- 6.4.2 Four (4) copies of the contract will be printed with one copy sent to each of the following within the timeframe as set forth in 6.4.1
- AFT Labor Representative
 - AFT Local President
 - RTC Library
 - RTC Human Resources

6.5 Delegation of Responsibility

Nothing in this Agreement shall prevent the Union from appointing or assigning any of its agents, or agents of the American Federation of Teachers, Washington as Union representatives.

6.6 Union Business Leave

- 6.6.1 In order to accomplish the purposes of [RCW 41.56](#), up to a maximum of ten (10) days of leave of absence with pay shall be provided annually to employees elected or appointed to office in the RTC Chapter. Employees shall be released from regular assigned duties under the following provisions:
- 6.6.2 That such release time, for not less than one-half day, is requested in writing to the President by the employee and the Union, with a copy to the employee's immediate supervisor.
- 6.6.3 That the Union reimburses the College for the normal cost of a substitute for the absent employee within thirty (30) days after billing.
- 6.6.4 That the written request will be made by the employee and the Union at least three (3) days prior to the requested leave to give maximum advance notification to the College when release time is needed.

6.7 Access to Employees

Representatives of the Union, upon making their presence known to the College, shall have access to the College premises during business hours provided that no conference or meeting between employees and Union representatives will hamper or obstruct the normal flow of work.

6.8 Access to College Administration

Employees acting on behalf of the Union at meetings called by the College, other than negotiation sessions, shall be released from work duties with pay to attend when such meetings are held during normal work hours.

6.9 Access to Facilities

The Union shall have access to College buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings. There shall be no rental or service fee charged for Monday through Saturday use of available facilities. Sunday use of facilities will require a charge for an on-duty College employee.

6.10 Bulletin Boards

6.10.1 The College shall designate a bulletin board space on campus for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on College property, other than herein provided.

6.10.2 The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.

6.10.3 Copies of all Union postings shall be sent to the College President.

6.11 College Mail

6.11.1 The Union shall have access to the College's employee mail boxes for notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting negatively upon the College, any of its employees, or labor organizations. The Union agrees to make every attempt to assure that "mailings" will be responsible and will reflect general standards of good taste.

6.11.2 A copy of all "mailings" shall be provided to the College President.

6.12 Negotiating Committee

6.13.1 A Negotiating Committee will be selected by the Union.

6.13.2 The College will work with employees serving on the Negotiating Committee and other employees to adjust, if it can be mutually determined appropriate, a shift change to facilitate negotiation committee members' participation in bargaining sessions.

6.13.3 Negotiation sessions shall be held at a time and place mutually agreed to by the College and the Union, including time outside of normal work hours when necessary.

6.13 Labor/Management Committee

An officially-designated Union Representative and a committee of three (3) members may meet with the President and/or the President's representative at a mutually agreeable time to discuss appropriate matters.

**ARTICLE 7
UNION REPRESENTATIVE**

7.1 Notice to College

The Union shall provide written notification to Human Resources of the name of any person designated as a union representative within thirty (30) calendar days of the appointment.

7.2 Non-Interference

The duties of the union representative shall not interfere with the regular work assigned to that individual by the College, EXCEPT that the union representative shall be allowed to leave their place of work when authorized by the Vice President of Human Resources or the immediate supervisor to be present with and represent any employee, at the employee's request, when the employee is being subject to disciplinary action, possible termination, or grievance.

7.3 Permission to Leave Duty Station

The union representative, when leaving work, shall first obtain permission from the immediate supervisor. The supervisor's permission in these instances will normally be granted. The employee will report to the immediate supervisor when returning to work.

7.4 Ability to Meet and Confer

The union representative shall have the opportunity to meet and confer with College administration on a mutually agreeable basis without loss of pay.

7.5 Duties of the Union Representative

The union representative shall represent the Union and employees in meetings with officials of the College. The union representative may receive and investigate grievances and thereafter advise employees of rights and responsibilities outlined in this Agreement and/or applicable College Relations. A reasonable amount of College time may be expended in these endeavors. The union representative may not however, continue to advise the employee on courses of action after the employee has indicated a desire not to pursue a grievance. The union representative may consult with the College on complaints without a grievance being made by an individual employee.

7.6 Release During Work Time

Time during work hours will be allowed the union representative for attendance at meetings pursuant to [Section 6.12](#) with the College. Time will be allowed for the union representative to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. The union representative will minimize the use of work time in the handling of such matters and will endeavor to not interfere with employees carrying out their regular work assignments.

**ARTICLE 8
MEMBERSHIP AND DUES DEDUCTION**

8.1 Membership and Dues Deduction

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.

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.

8.2 Check-off

Upon receipt of the employee's written authorization, the College shall deduct from the employee's salary an amount equal to the dues required to be a member of the union. The College will remit payments for the deductions to the Union at the Union's official headquarters.

8.3 Indemnification

The Union will indemnify, defend and hold the College harmless against any claims made and any suits instituted against the College on account of compliance with this article and any issues related to the deduction of dues. The Union agrees to refund to the College any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

8.4 Pertinent Data

The College shall make available to the Union the monthly Board agendas, which will contain changes in employment status of employees covered by this Agreement; i.e., new hires, transfers, promotions, separations, etc., and upon request, other pertinent data regarding employees in the unit that is normally prepared by the College, including a list of names, work locations, addresses, and home telephone numbers if available.

At the time of hire, the College will inform the new hire of the terms and conditions of this agreement.

**ARTICLE 9
MAINTENANCE OF STANDARDS AND BENEFITS**

9.1 Maintaining Standards

Nothing in this Agreement shall lower the present work conditions or wage standard of any individual employee so long as they remain within the position in which they are now employed, but this provision shall apply only to the individual employee and not to the work unit.

9.2 Exclusions

This provision does not supersede the College's right to discharge, discipline, or suspend an employee for just cause.

**ARTICLE 10
EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

10.1 Equal Opportunity

The College and the Union are committed to providing equal access to employment opportunities, and to maintaining a workplace that is free from discrimination. This policy shall apply to all employees and applicants for employment without regard to race or ethnicity; creed; color; national origin; gender; marital status; sexual orientation; age; religion; the presence of any sensory, mental or physical disability; genetic information or status as a Vietnam-era or disabled veteran.

10.2 Protected Employment Actions

This policy extends to all areas of employment and to all relations with employees, including, but not limited to: recruitment, selection, training and evaluation; compensation and benefits; promotion and transfer; layoff and return from layoff; and other employment actions.

10.3 Affirmative Action

The Union and the College recognize the requirements of the Civil Rights Act of 1964 and other related federal and state laws, rules, regulations, and executive orders. To ensure implementation of this policy, the College is committed to supporting an affirmative action plan for Native Americans, Asian /Pacific Islanders, African American, Hispanics, women, and persons over the age of 40, persons of disability, disabled veterans and Vietnam-era veterans.

**ARTICLE 11
HEALTH AND SAFETY**

11.1 Safety Committee

One (1) union-designated safety representative shall serve on the College's Safety Committee. Employees shall be encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the Public Safety Director or the safety committee by the safety representative will be responded to, and if brought to the safety committee, reported in the minutes so that the safety representative may report back to the originator of the complaint.

Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to their immediate supervisor and/or the facilities director.

11.2 Reporting Unsafe Conditions

All employees will be vigilant in seeking out unsafe or hazardous conditions and will report them immediately to the appropriate College personnel for correction.

11.3 Uniforms

The College will furnish and maintain the established uniform requirements for all employees in the bargaining unit. Employees shall wear uniforms that comply with general College guidelines. Each Food Service, Maintenance, Custodial and Grounds employee working four (4) hours daily shall receive an annual uniform allowance of one hundred fifty dollars (\$150.00). A separate reimbursement check payable by June shall be issued with the submission of receipts.

11.4 Raingear

The College will have a minimum of four (4) sets of raingear available for use by employees covered by this agreement when their duties necessitate such.

11.5 Tools

The College shall make available to new employees such tools as are required to perform their assigned duties and will replace the tools to present employees that can demonstrably be shown to have been lost, stolen, or broken.

11.6 Special Equipment

As determined by the College, employees will be supplied all necessary safety equipment, tools, and clothing at College expense. This includes: raingear, safety shoes, and knee boots for grounds workers; safety shoes for custodians when applying solvents to floors; and one (1) pair of knee boots for full-time custodians where they are required to clean drains on the roof; and appropriate raingear and/or coveralls when necessary for the work location. The College will assume responsibility for their maintenance and replacement.

11.7 Safe Use of Equipment

All employees shall use equipment and supplies in a safe manner, in accordance to manufacturers' directions.

**ARTICLE 12
SENIORITY RIGHTS**

12.1 The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in a full-time or part-time (not temporary) position. Such date shall be referred to as "seniority date." Employees transferred from Renton School District No. 403 on September 1, 1991 will continue their seniority from that organization.

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12.2 The seniority rights of an employee shall be lost for the following reasons:

- 12.2.1 Resignation;
- 12.2.2 Discharge for justifiable cause; or
- 12.2.3 Retirement.

12.3 Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work:

- 12.3.1 Military Leave (up to two (2) years);
- 12.3.2 Layoff (up to two (2) years);
- 12.3.3 Industrial injury (the second year; first year covered in Section 12.4);
- 12.3.4 All authorized leaves (the second year; first year covered in Section 12.4).
- 12.3.5 Change in work unit up to two years.

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12.4 Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:

- 12.4.1 Industrial injury (up to one (1) year);
- 12.4.2 All authorized leaves, paid or unpaid (up to one (1) year);
- 12.4.3 Holidays and vacations.

12.5 Seniority rights shall be effective within the work unit [and job classification/series](#).

12.6 Except as otherwise provided in this Agreement, the employee with the earliest seniority date shall have seniority regarding shift selection, vacation periods and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees or new hires.

If the College determines that seniority rights should not govern because a junior employee possesses ability and performance substantially greater than a senior employee or senior employees, the College shall set forth in writing to the employee or employees and the Union representative its reasons why the senior employee or employees have been bypassed.

ARTICLE 13 SPECIAL PROVISIONS FOR FOOD SERVICE WORKERS

13.1 Assignment

13.1.1 Except for on-call catering employees, each 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.

13.1.2 All [part-time](#) Food Service employees will be employed on an hourly basis for time actually spent on their assignment. Pay for vacation will be made according to other provisions of this contract.

13.1.3 All Food Service employees who express an interest, whose work shifts are decreased by the modified instructional calendar and/or summer schedule, will be offered extra hours in catering operations to compensate for lost hours due to a decrease in work schedule.

13.1.4 Food service programs present special situations as they exist to provide learning stations for students in the various food preparation programs. Funding for programs is fee-supported and students are expected to perform duties as assigned. Students work for the duration of the program and may be paid under federal work study grants. Such work is required by the program, is authorized by the College and is not covered under the provisions of this contract. Students will not be used by the College to replace [full-time](#) or [part-time](#) Food Service employees nor to reduce their regularly scheduled hours.

13.1.5 Under the direction of the custodian, and with the coordination of the lead catering cook, catering helpers will assist in the set-up of rooms for catering events. If the custodian is not available, catering helpers may rearrange rooms.

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13.2 Permits

- 13.2.1 All Food Service employees are required to maintain a current Washington State Food Worker Card/Food Handler Permit. Employees failing to provide the Food Service Department with a copy of their current Washington State Food Worker Card/Food Handler Permit may be prohibited from working until a current card/permit is obtained. Upon receipt of the renewed card/permit, the College will reimburse to the employee the card/permit renewal fee.
- 13.2.2 All Food Service employees involved in the service of alcoholic beverages must maintain and keep on their person a current class 12 permit. Employees failing to do so may be prohibited from working until a current permit is obtained. Upon receipt of the renewed permit, the College will reimburse the employee the permit renewal fee.

**ARTICLE 14
SPECIAL PROVISIONS FOR MAINTENANCE WORKERS**

14.1 Assignment

Each 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.

14.2 Call Back Service

Employees called back on a regular workday, or called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate. In the event of a call back situation, employees shall be allowed to adjust their next regular shift to ensure an adequate rest period. Prior to the start of that shift, the employee will notify the supervisor of the employee's intention to adjust their next regular shift. The employee will be paid at the overtime rate for the call back provided the employee completes their next regular or adjusted shift.

14.3 Seniority Rights

- 14.3.1 Seniority shall govern in all lateral transfers of employees covered by this Agreement except Maintenance Lead.
- 14.3.2 Seniority shall govern in promotion and transfer to Maintenance Lead when merit and leadership capability are determined to be comparable.

**ARTICLE 15
SPECIAL PROVISIONS FOR CUSTODIAL
AND GROUNDS WORKERS**

15.1 Call Back Service

- 15.1.1 Authorized call back service for employees will be paid at the overtime rate for not less than two (2) hours for any assignment, EXCEPT scheduled events (not weather conditions call backs) will be paid at the overtime rate for not less than three (3) hours for any such assignment.

15.1.2 In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours at the rate of time and one-half. A break of less than one-half (½) hour will be considered consecutive time to be compensated at the overtime rate. In the event of a call back situation, employees shall be allowed to adjust their next regular shift to ensure an adequate rest period. Prior to the start of that shift, the employee will notify the supervisor of the employee's intention to adjust their next regular shift. The employee will be paid at the overtime rate for the call back provided the employee completes their next regular or adjusted shift.

15.2 Seniority Rights

- 15.2.1 Seniority shall govern in all layoffs and re-employment of employees covered by this Agreement.
- 15.2.2 Seniority shall govern in all lateral transfers of employees covered by this Agreement except Custodian V.
- 15.2.3 Seniority shall govern in promotion and transfer to Custodian V when merit and leadership capacity are determined to be comparable.
- 15.2.4 Seniority shall govern in other promotions except in the case of an employee who has been suspended without pay for disciplinary reasons within fifteen (15) months or in the case of an employee who has two (2) warning notices in the employee personnel file at the time of application for promotion.

15.3 Boiler Operator License

- 15.3.1 The Custodian II position requires a current Grade IV Boiler Operator License or higher. Current Custodian I employees who obtain and maintain a Grade IV Boiler License or higher will be placed on the Custodian II salary scale with no harm to the employee. The salary schedule adjustment will occur by the first of the following month that the employee obtained their license.
- 15.3.2 New Custodian II employees hired shall have a Grade IV Boiler Operator License or higher upon hire or will enroll in a Boiler Operator License class and obtain license within 180 days of their hire date. The employee will be placed at the Custodian I salary scale until they obtain their Boiler License. The salary adjustment will occur the first of the following month that the employee obtained their license.
- 15.3.3 College employees who are required to maintain a Boiler Operator License will be responsible for renewing their license within the appropriate time period. Employees are responsible for providing Human Resources and the Facilities Department the documents showing proof that they have been issued a current Boiler Operator License. Upon receipt of the renewed license, the College will reimburse to the employee the license renewal fee.

**ARTICLE 16
WORK WEEK AND WORK SCHEDULING**

16.1. Work Week

- 16.1.1 Except for on-call food service employees and substitutes, the work week shall consist of five (5) consecutive days followed by two (2) consecutive days of rest. Except for the Wednesday through Sunday custodial shift and the Saturday through Wednesday custodial shift, for purposes of calculating hours worked, the work week shall begin at 12:00 a.m. Monday and end at 11:59 p.m. Sunday.
- 16.1.2 On-call catering food service employees and substitutes will be assigned to hours and days as needed.

16.2 Work Shifts

- 16.2.1 Shifts Defined: Except for on-call food service employees and substitutes, each employee shall be assigned to a definite shift with designated time of beginning and ending. The day shift is defined as any work shift beginning between 5:00 a.m. and 12:59 p.m. The swing shift is defined as any work shift beginning between 1:00 p.m. and 8:59 p.m. The graveyard shift is defined as any work shift beginning between 9:00 p.m. and 4:59 a.m. of the following day.
- 16.2.2 Break Periods for Full-time Employees: Work shifts that consist of eight and one-half (8 ½) hours will include a thirty (30) minute uninterrupted lunch period as near the middle of the shift as is practicable, and also including a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both rest periods shall occur as near the middle of each half shift as is practicable.
- 16.2.3 Break Periods for Part-time Employees: In the event an employee is assigned as a shift of more than two (2) hours but less than the eight and one-half (8 ½) work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period as near the middle of each four (4) continuous hours as is practicable. Employees assigned to shifts of more than five (5) hours shall be given a thirty (30) minute uninterrupted and uncompensated lunch period.
- 16.2.4 Summer Shifts: If the employees in the maintenance, custodial and grounds work units and the College agree to do so, there may be a four-day (4) work week, ten (10) hours per day, or employees may be scheduled to work 6:00 a.m. to 2:30 p.m. shift five (5) days per week, during the summer break when school is not in session.
 - 16.2.4.1 Any person on the four ten-hour (4/10) shift will receive overtime after ten (10) hours in a day or forty (40) hours in a week, otherwise overtime will be in accordance with the provisions contained in [Section 16.5](#). All sick leave, vacation, and other paid time will be based in the ten (10) hour day.

- 16.2.4.2 All employees interested in the four ten-hour (4/10) days will inform the manager by July 10 of the current year. Once all have so stated, selecting either the Friday off or the Monday off will be determined by seniority. The manager has the right to ensure that satisfactory coverage is met.
- 16.2.4.3 Special provisions for swing and graveyard shift Custodians: To ensure satisfactory coverage during this summer shift change the manager may offer the four ten- hour (4/10) days or an early start to the employee's normal swing or graveyard shift.

16.3 Work During Lunch

Employees requested to work during their lunch period shall receive a half (1/2) hour pay, if this half (1/2) hour puts the employee over an eight (8) hour workday, they shall be compensated at the appropriate overtime rate.

16.4 Shift Change

At least five (5) work days advance notice shall be given an employee prior to the commencement of a special schedule or a shift change, EXCEPT in cases involving unexpected changes in circumstances that make it impossible to give such advance notice, e.g., weather, illness, leaves, tardiness, discharge, resignation, and special use of facilities. This section does not apply to food service workers that do not have a regular shift schedule.

16.5 Overtime

- 16.5.1 Notice Every effort will be made to give as much advance notice as possible of overtime requirements.
- 16.5.2 Compensation Rates All employees shall be compensated for overtime in accordance with this section.

16.5.2.1 Hours worked in excess of forty (40) hours shall be compensated at one and one- half (½) times the employee's base hourly rate.

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16.5.2.2 Except for on call catering employees, all hours worked on Saturday, if above forty (40) hours a week, shall be compensated at no less than one and one- half (½) times the employee's base hourly rate, unless Saturday is a regularly scheduled workday.

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16.5.2.3 Except for on call catering, the Wednesday through Sunday custodial shift and the Saturday through Wednesday custodial shift, all hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

- 16.5.3 Assignment Custodians who wish to have the opportunity to perform overtime work shall notify their immediate supervisor. Custodians wishing to work overtime will be placed on a list which will activate by

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rotation, with the first senior custodian being asked first then to the next in succession until it reaches back to the most senior again and then repeats itself. If an employee wishes to be taken off the list, they must so inform their supervisor. If an employee wishes to be added to the list, they will be placed on the bottom of the list for the next rotation.

16.5.4 In the event there is an insufficient number of full time employees signed up or the full time employee rejects the overtime offer, substitutes may be used, however not to avoid payment of overtime.

16.5.5 Rejecting Overtime Employees shall have the option to reject offers to work overtime, without prejudice, except in emergency situations as defined by their immediate supervisor or college policy.

16.6 Compensatory Time Off

At the option of the employee, 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 in accordance with [Article 16.5](#) above.

16.6.1 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 18](#). 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.

16.6.2 Compensatory Time Cash Out

16.6.2.1 All compensatory time must be used by June 30 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 or when the employee separates from the Employer.

16.6.2.2 As an exception to Subsection 16.6.2.1 above, a Vice President or Director will allow an employee to carry forward up to thirty-two (32) hours of compensatory time past June 30 when an employee's workload requires overtime during the months of April, May and June. Payroll and Human Resources must be notified no later than June 10.

16.7 College Closures/Suspended Operations

If the College President or designee of the college determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to temporarily suspend the operations of all or any portion of the college, the following will govern employees:

16.7.1 Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first full day of total suspended operations. Employees on preapproved leave must use their leave as

- planned and will not have leave reversed upon notice of suspended operations.
- 16.7.2 The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:
- 16.7.2.1 Emergency leave (this is deducted from available sick leave);
 - 16.7.2.2 Vacation leave;
 - 16.7.2.3 Personal holiday;
 - 16.7.2.4 Personal convenience leave;
 - 16.7.2.5 Accrued compensatory time;
 - 16.7.2.6 Leave without pay; or
 - 16.7.2.7 Employee-requested schedule changes. Such change will not result in earning overtime.
- 16.7.3 The College will identify the services required during late starts, early closures and total suspended operations and notify employees required to work (designated Essential Personnel) in accordance with the College's suspended operation procedures. Designated Essential Personnel generally include maintenance, grounds, and identified custodial staff and are identified as such annually in September.
- If the College is in suspended operations, all buildings will be closed and ONLY designated Essential Personnel will report to work. All other employees will not be allowed on campus, nor will they receive pay if they report without approval.
- 16.7.4 Only employee (designated Essential Personnel) who are required to work during late starts, early closures and total suspended operations will receive on and one-half (1 ½) times their regular pay for work performed during the suspended operations.
- 16.7.5 Any overtime worked during suspended operations will be compensated at the rate of double time after eight (8) hours worked.
- 16.7.6 During suspended operations when there are unsafe driving conditions or other hazards, the President or designee may allow off duty employees to remain at the college.
- 16.7.7 The options listed in section 16.7.2 above, will be made available to employees who report to work late, leave work early or are unable to report to work due to severe inclement weather. In addition, employees may use sick leave for childcare emergencies, if applicable.

16.7.8 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or natural disaster, the employee's leave will be charged in the following order:

16.7.2.1 Any earned compensatory time.

16.7.2.2 Any accrued vacation leave.

16.7.2.3 Any accrued sick leave, up to a maximum of three (3) days in any calendar year.

16.7.2.4 Leave without pay.

Although the types of paid leave will be used in the order listed above, and each type of paid leave will be exhausted before the next is used, employees will be permitted to use leave without pay or their personal holiday rather than vacation or sick leave at their request.

16.7.9 The College will send out the emergency instructions annually.

ARTICLE 17 HOLIDAYS

17.1 Full-time and Part-time Employees – Holidays

All full-time and part-time employees (holidays for part-time/employees will be pro-rated per their respective FTE%) shall receive the following paid holidays:

17.1.1 Independence Day

17.1.2 Labor Day

17.1.3 Veterans Day

17.1.4 Thanksgiving Day

17.1.5 Native American Heritage Day

17.1.6 Christmas Day

17.1.7 New Year's Day

17.1.8 Martin Luther King Jr.'s Birthday

17.1.9 Presidents' Day

17.1.10 Memorial Day

17.1.11 Juneteenth Day

17.1.12 Personal Holiday (One (1) day)

An employee planning to use a personal holiday will notify their supervisor at least two (2) days in advance.

17.2 Holidays on Weekends

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

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17.3 Holidays Eligibility

Employees shall receive pay equal to their normal work shift if they are in a pay status on the last scheduled shift preceding and after the holiday. This includes holidays that fall during a break. Part time Employees shall be entitled to holiday pay on the same prorate basis that their schedule bears to a full time appointment. An exception to this requirement will occur if employees are on an approved medical leave of absence under FMLA or PFML of less than thirty (30) consecutive workdays the shift before and after the holiday.

17.4 Worked Holidays

Employees who are required to work on the above described holidays shall receive the pay due them for the holiday, plus two (2) times their base rate for all hours worked on such holidays.

17.5 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:

- 17.5.1 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.
- 17.5.2 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.
- 17.5.3 An employee's seniority date, probationary period or trial service period

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All less than twelve (12) month employees shall receive the following paid holidays:¶

- <#>Labor Day¶
- <#>Veterans Day¶
- <#>Thanksgiving Day¶
- <#>Day after Thanksgiving¶
- <#>Christmas Day¶
- <#>New Year's Day¶
- <#>The legally designated day for Martin Luther King Jr.'s birthday¶
- <#>Presidents' Day¶
- <#>Memorial Day¶
- <#>Independence Day¶

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will not be affected by leave without pay taken for a reason of faith or conscience.

17.5.4 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.

17.5.5 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 18
VACATION LEAVE**

18.1 Vacation Leave - Accrual Rate

All employees other than temporary employees will accrue vacation leave according to the schedule below. Leave accrual for part-time employees will be proportionate to the number of hours the employee is in pay status to that required for full-time employment

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Years of Service	Number of Days of Annual Vacation	Rate of Hours Per Month Based on Continuous Service
One (1) Year	13 Days	8.67 Hours
Two(2) through Four (4)	14 Days	9.33 Hours
Five (5) through Nine (9) Years	15 Days	10 Hours
Ten (10) Years	16 Days	10.67 Hours
Eleven (11) Years	17 Days	11.33 Hours
Twelve (12) Years	18 Days	12 Hours
Thirteen (13) Years	19 Days	12.67 Hours
Fourteen (14) Years	20 Days	13.33 Hours
Fifteen (15) Years	21 Days	14 Hours
Sixteen (16) Years	22 Days	14.67 Hours
Twenty (20) Years	23 Days	15.33 Hours
Twenty-Five (25) Years	24 Days	16.00 Hours

18.2 Part-Time Employees – Payout Option

Part-Time employees may use vacation throughout the year and receive a payout of up to one year's unused/accrued vacation on September 10. Requests for the September 10 vacation payout must be made to Payroll by August 15.

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18.3 Vacation Scheduling

18.3.1 ~~Full-time and Part-time~~ employees may use unused and accrued vacation at any time during the calendar year to cover scheduled work hours, except for emergency circumstances at the College. Employees will submit vacation requests to their supervisor at least two (2) weeks in advance of the vacation commencing. An employee's first or second choice for vacation will be approved, except as provided herein.

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18.3.1.1 The College retains the right to limit vacations in order to provide necessary coverage for normal operations in all areas.

18.3.1.2 Vacation requests will be honored in the order of receipt by immediate supervisor. If multiple requests are received at the same time, the requests will be honored by seniority.

18.3.1.3 Vacations requested by ~~full-time~~ employees during student non-contact periods may be limited by the college to no more than one (1) week per employee and to no more than one (1) employee per shift, not to exceed two (2) employees per any given week to ensure normal operations.

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18.4 Payment Upon Separation

Any employee leaving the employ of the College, who has completed the probation period, will be paid for accrued vacation not to exceed ~~240 hours.~~

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18.5 Payment Upon Death of the Employee

Upon death of an employee in active service, earned vacation, not to exceed 240 hours, will be paid, upon request, to the estate of the deceased employee.

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18.6 Resignation Notice

Each employee ~~is encouraged to~~ give the College at least two (2) weeks' notice of ~~their~~ intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the Union.

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18.7 Authority to Use Vacation in Lieu of Sick Leave

An employee who has exhausted other applicable leave may request that earned vacation be allowed to cover absences. Requests will be considered on an individual basis. It is understood that vacation is not to be used intermittently to cover normal illness or absence due to regular appointments.

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Any employee who is discharged or who terminates employment shall receive payment for accrued vacation credit with their final pay check; PROVIDED, they have given two (2) weeks' notice of intent to terminate. An employee who quits without giving two (2) weeks' notice as required in this article will forfeit all vacation benefits.¶

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18.8 Maximum Accrual

Vacation credit currently due but unused by the new accrual date each year may be carried over to a maximum of 240 hours as provided in [RCW 43.01.040](#). No employee shall be denied accrued vacation benefits due to College employment needs.

18.9 Change in Accrual Rate

The vacation accrual rate shall change on the employee's anniversary date.

18.10 Accrual and use Begins

Employees shall accrue vacation leave beginning with their anniversary date, but shall not be allowed to use such leave for their first six (6) months.

**ARTICLE 19
SICK LEAVE**

19.1 Accrual Rates

19.1.1 Each employee eligible for Health Care Authority benefits as defined in [Section 27.2](#) shall be credited with one (1) day sick leave per month as earned.

19.1.2 All employees hired for less than twelve (12) months will receive sick leave at the rate of one (1) day for each month (or portion of month) the employee is scheduled to work.

19.1.3 All employees scheduled for less than eight (8) hours per day will receive a prorated portion of sick leave.

19.1.4 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 a 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, in accordance with [RCW 49.46.210](#) and [WAC 296.128.600](#).

19.1.5 Sick leave provided and not taken shall accumulate from year to year. Such accumulated time may be taken at any time during the work year.

19.2 Use of Sick Leave

Sick leave may be used for:

19.2.1 An absence due to a personal mental or physical illness, injury or health condition; for doctor appointments, and 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.

- 19.2.2 An illness or preventive health care appointments of family members listed below, when the presence of the employee is required:
- 19.2.2.1 A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
 - 19.2.2.2 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 loco parentis when the employee was a minor child;
 - 19.2.2.3 A spouse;
 - 19.2.2.4 A registered domestic partner;
 - 19.2.2.5 A grandparent;
 - 19.2.2.6 A grandchild;
 - 19.2.2.7 A sibling.
- 19.2.3 Leave for Military Family Leave as required by [RCW 49.77](#);
- 19.2.4 Leave for Domestic Violence leave as required by [RCW 49.76](#)
- 19.2.5 Qualifying absences under Family and Medical Leave;
- 19.2.6 When the colleges 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.
- 19.2.3 Days used for emergency leave will be deducted from the employee's accumulated sick leave days.

19.3 Sick Leave Buy-Back

Employees shall be eligible to participate in the state's "Attendance Incentive" program in accordance with [RCW 41.04.340](#) as it now exists or is hereafter amended.

19.4 Payment Upon Separation

At the time of separation from the 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.

19.5 Legislative Revocation of Benefits

Should the legislature revoke any benefits granted under this section, no effected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

19.6 Certification of Illness or Injury

- 19.6.1 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.
- 19.6.2 Employees who are absent two (2) consecutive days because of an injury either on or off the job may be required to have the attending doctor certify their fitness before they return to work.

19.7 Unpaid Sick Leave

For absence beyond accumulated sick leave, a deduction of the equivalent unearned salary will be made.

19.8 Transfer of Sick Leave

Employees who have accrued sick leave while employed by another state agency in the State of Washington shall be given credit for such accrued sick leave upon employment by the College.

19.9 Leave Documentation

Employees shall report each instance of absence on an approved time and leave form. Leave used for Pregnancy Disability or Family Medical Leave Act (FMLA) (including Parental Leave) purposes should also be reported to Human Resources.

ARTICLE 20

FAMILY & MEDICAL LEAVE, WA FAMILY LEAVE, PAID FAMILY MEDICAL LEAVE

20.1 Federal Family & Medical Leave

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:

- 20.1.1 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.
- 20.1.2 Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
- 20.1.3 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.

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20.1.4 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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.

20.6 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 their share of health insurance, life insurance and disability insurance premiums. The 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, or as provided for in Article 21.1. Leave Sharing.

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

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- 20.7.1 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 20.1](#), 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.
- 20.7.2 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.

20.8 Parental and Pregnancy Disability Leave

- 20.8.1 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 21.4](#) - General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in [Article 33](#).
- 20.8.2 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 20.10 below.
- 20.8.3 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.
- 20.8.4 The College may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- 20.8.5 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.
- 20.8.6 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.
- 20.8.7 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.

- 20.8.8 An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.
- 20.8.9 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.
- 20.8.10 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.

20.9 Washington ~~Paid~~ Family and Medical Leave Program.0
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 the 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 WFSE HE CCC 2021-23 47 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. Should any other bargaining unit negotiate a lower employee contribution, members will pay the lower premium rate.

ARTICLE 21 OTHER LEAVES

21.1 Leave Sharing

- 21.1.1 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;
 - 21.1.1.1 has been called to service in the uniformed services;
 - 21.1.1.2 who is responding to a state of emergency anywhere within the United States declared by the federal or state government;
 - 21.1.1.3 who is a victim of domestic violence, sexual assault, or stalking;
 - 21.1.1.4 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
 - 21.1.1.5 who is 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.

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¶¶ The parties recognize that the Washington State Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval for leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. Premium deductions will commence July 1, 2019. Should any other bargaining unit negotiate a lower employee contribution, members will pay the lower premium rate.¶¶

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- 21.1.2 An employee is not required to deplete all of their sick 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 up to forty (40) hours of sick leave in reserve.
- 21.2.2 Employees may request or use shared leave for parental leave up to sixteen (16) weeks after the birth of placement of a child.
- 21.3.2 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 are suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

21.2 Bereavement Leave

- 21.2.1 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, or the immediate family of their spouse or domestic partner, which includes spouse, domestic partner, children, mother, father, sister, brother.
- 21.2.2 Two (2) days bereavement leave with pay will be allowed in the case of the death of grandparents and grandchildren, or anyone who is living with or considered part of the family.
- 21.2.3 This bereavement leave is not deducted from sick leave and is not accumulative.
- 21.2.4 In special cases, the office of the President may extend the definition of immediate family.

21.3 Emergency Hardship Leave (Non-Accumulative)

- 21.3.1 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: if the situation is as defined in this section; (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.
- 21.3.2 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.
- 21.3.3 Emergency leave may not be taken the day before or the day after a holiday or in any combination for purposes of extending vacations.
- 21.3.4 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 21.1.3, funeral of friends or legal or personal affairs that cannot be scheduled outside the normal working day.

- 21.3.5 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.
- 21.3.6 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.
- 21.3.7 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.
- 21.3.8 Employees with special hardship situations may be granted additional emergency days by the President.

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21.4 General Leaves of Absence

- 21.4.1 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; (f) military leave; and (g) civic responsibility. The terms of the leave of absence will be confirmed in writing by the College.
- 21.4.2 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.
- 21.4.3 Except for military service, there shall be no other employment while on leave without prior approval of the President.
- 21.4.4 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.
- 21.4.5 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.
- 21.4.6 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.
- 21.4.7 All staff reduction policies and reassignment provisions applied for the period of the leave will be equally applicable to the employee while on leave.
- 21.4.8 The employee will contact Human Resources, in writing, not later than two

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(2) weeks prior to the time they propose to return to work and indicate their ability to return to work.

21.5 Jury Duty and Subpoena Leave

21.5.1 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.

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An employee who is excused from jury duty less than four (4) hours after their jury reporting time shall notify their immediate supervisor. They may be required to report to work if there are at least four (4) hours remaining in their regularly scheduled work day; provided, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty. In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time

21.5.2 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. Payment will not be made when the employee, the Union or a fellow employee is the plaintiff or defendant in such action and the College is a party.

This exception shall not apply when the employee is named a defendant for the performance of their duties.

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The College President or designee may extend the subpoena leave on an individual basis, in consultation with the Union President.

21.6 Military Leave

21.6.1 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.

21.6.2 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.

21.6.3 When military leave is granted, the employee shall receive their regular pay from the College.

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21.7 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

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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.

21.8 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.

Requests for leave without pay will be submitted in writing to the Vice President 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.

**ARTICLE 22
PERSONAL CONVENIENCE LEAVE**

22.1 Full-Time Employee

All twelve (12) month employees ([full-time](#) employees who are scheduled to work for 260 days per year) shall receive the following personal convenience leave.

22.1.1 On July 1 of each year, employees will be credited with three (3) days leave, which may be used for the employee's personal convenience.

22.1.1.1 Employees may accumulate up to a maximum of six (6) day of personal convenience leave. Should an employee have an accumulated balance of six (6) days, the employee will not receive additional personal convenience leave.

22.1.2 Employees whose initial hire date is after July 1 shall receive a prorated amount of personal convenience leave.

22.1.3 Personal convenience leave days may be used at the discretion of the employee with the prior approval of the College. Employees who want to extend vacation or holiday periods will request use of personal convenience leave in accordance with [Section 18.3](#).

22.1.4 An employee planning to use a personal convenience leave day or days will notify their supervisor at least two (2) days in advance.

22.2 Part-Time Employee

All less than twelve (12) month employees shall receive the following personal convenience leave.

22.2.1 On July 1 of each year, each employee will be credited with two (2) days personal convenience leave.

22.2.2 Employees may accumulate up to a maximum of four (4) days of

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personal convenience leave. Should an employee have an accumulated balance of four (4) days, the employee will not receive additional person convenience leave.

- 22.2.3 Employees whose initial hire date is between August 1 and December 31 shall receive a prorated amount of personal convenience leave. Employees hired on or after January 1 will be credited with their personal convenience leave the following July 1.
- 22.2.4 The personal convenience leave day may be used at the discretion of the employee, except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year, or be on the first or last day of the College's students' instructional year. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
- 22.2.5 An employee planning to use a personal convenience leave day or days will notify their supervisor at least two (2) days in advance.

**ARTICLE 23
HEALTH AND WELFARE INSURANCE**

23.1 Basic Benefits Enumerated

The College agrees to make available to all eligible employees group medical, dental, long term disability, and life including accidental death and dismemberment insurance programs consistent with the rules and regulations of the state Health Care Authority and as funded by the legislature.

23.11 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.

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23.2 Eligibility

For purposes of this [Section 23.1](#), an eligible employee is defined in [WAC 182-12-114](#).

23.3 “Before Tax” Salary Reduction Plan – Dependent Care

The College will make available to employees, at their option, the state's Dependent Care Program under RCW 41.04.600-.645, WAC chaps. 154-110-200 and Internal Revenue Code 26. U.S.C. Sec. 125.

23.4 Continuation of Benefits

23.4.1 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 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/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.

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23.4.2 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.

23.4.3 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

23.5 On-the-Job Injury

In the case of accidental injuries or work-related illness which occur to employees during the work hours and/or while they are carrying out their responsibilities, the College agrees to maintain maximum allowable coverage under the 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 the worker's compensation.

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.

23.6 Deferred Retirement Plans

The College shall make available to employees the state's Deferred Compensation Program and other deferred retirement plans. The College will provide application forms to participate, deduct the amount from the employee's salary, and make appropriate remittance.

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23.7 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.

23.8 Retirement

In determining whether an employee subject to this Agreement is eligible for participation in the Washington State Public Employees' Retirement System, the College shall report all hours worked, whether straight time, overtime, or otherwise.

23.9 Voluntary Employee Benefits Association (VEBA)

- 23.9.1 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.
- 23.9.2 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 remunerations for accrued sick leave at retirement shall be forfeited.
- 23.9.3 Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.
- 23.9.4 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 Resource Development Director in writing, by December 31, if they choose not to participate in the VEBA plan the following year.
- 23.9.5 Upon request, the College will provide the union with a list of members who will be eligible to retire in the following year.

23.10 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 employee.

**ARTICLE 24
POSITION DESCRIPTIONS**

24.1 Position Descriptions

The College shall furnish the Union with copies of all position descriptions subject to this Agreement and shall provide the Union and respective employees with amendments, changes, or additions as they may from time to time occur. Under normal circumstances, position descriptions will not be significantly changed during a given work year. Any significant changes in the position descriptions covered by this Contract or the creation of new positions to be covered by this Contract shall necessitate consultation with the Union and the negotiation of the salary for that position.

24.2 New Positions Covered by the Union

Should the College create and open new positions, prior to the opening of said position, the job descriptor and salary range shall be mutually agreed upon by the parties.

24.3 Evaluation Forms

Forms which are used by the College for recording and conducting employee evaluations shall be furnished to the Union.

24.4 Administrative Channels

Traditional administrative channels may be used by employees who consider specifically assigned continuing tasks or duties to be outside their job description.

24.5 Requirement to Hold a Valid Driver's License

If an employee operates a vehicle in performance of their duties, they must hold a valid Washington State Driver's License.

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**ARTICLE 25
SELECTION**

25.1 Posting Announcements

25.1.1 The College shall publicize within the bargaining unit for a minimum of five (5) work days the availability of open positions as soon as possible after the College is apprised of the opening. Each job posting shall state minimum qualifications for the open position. A copy of the job posting shall be forwarded to the Union representative.

25.1.2 For positions vacated due to an incomplete trial period, additional advertising is not required.

25.2 Selection Criteria

25.2.1 Candidates will be selected for an interview pursuant to a comparative analysis of the qualifications as noted on the job posting. Final selection for the vacant position will be made by the College with consideration being given to the degree to which the qualifications noted are met or exceeded, work history, evaluations, recommendations, and seniority.

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Special consideration will be given to employees covered by this agreement who are qualified for open positions covered by this agreement and who timely apply for such positions.

25.2.2 Employees may apply for a promotion during a trial period except as cited in [15.2.4](#).

25.3 Probationary Period (New Employees)

25.3.1 A probationary period for all new employees of one hundred eighty (180) calendar days will be required.

25.3.2 New employees during their probationary period may be terminated or may be demoted and/or involuntarily transferred in lieu of termination without right to review under the grievance provisions of this Agreement.

25.3.3 New employees shall be entitled to all other provisions of this Agreement.

25.3.4 Probationary employees may be discharged for failure to perform job responsibilities in a satisfactory manner or justifiable cause.

25.3.5 Upon completion of the probationary period, the new employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date.

25.4 Probationary Period (Promoted or Transferred Employees)

25.4.1 A probationary period of ninety (90) calendar days will be required for all promoted or transferred employees.

25.4.2 Prior to expiration of ninety (90) calendar days, the promoted employee may return to [their](#) former or comparable position upon written request. The College may return the employee to [their](#) former or comparable position for justifiable cause, [that may include poor work performance and their salary will return to the previous rate of pay](#). The employee shall receive the higher rate of pay during such a probationary trial period. Upon completion of a satisfactory probation period, the employee's status will become permanent.

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**ARTICLE 26
SALARY ADMINISTRATION**

26.1 Pay for All Hours Worked

Employees shall be compensated in accordance with the provisions of this Agreement for all hours worked.

26.2 Salary Schedules Identified

Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedules A and B attached hereto and by this reference incorporated herein.

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26.3 Conditions for Modifying Salary Schedules

Salaries contained in Schedules A and B shall be for the entire term of this Agreement, subject to the terms and conditions of [Article 26](#).

- 26.3.1 Should the state authorize and fund an amount for classified salaries higher than the amounts shown on Schedules A and B, the College will improve the salary schedule in cooperation with the union to cause the total salary increase (increments plus percentage allocated to Schedule improvement) to reach the percentage allocated in the State Appropriations Act.
- 26.3.2 It must be clearly understood that the College must meet all requirements set by the state in the budget allocation for each school year. When the amount is known, the College will prepare Schedules A and B with the salary improvement authorized by the legislature and allocated and approved by the State Board for Community and Technical Colleges.
- 26.3.3 If the state legislature revises the law on allowing additional salary increases to be bargained locally over and above the state allocation, the Union and the College agree to reopen [Section 35.3](#) and [Schedules A](#) and [B](#).

26.4 Retroactive Pay

Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. 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, or as otherwise agreed or required by law.

26.5 Calculation of Daily Hours

For purposes of calculating daily hours, time worked shall be rounded to the nearest quarter (1/4th) hour.

26.6 Salary Improvement

When determining salary adjustment, the following facts are among those to be considered:

- 26.6.1 Salary monies from the state legislature.
- 26.6.2 Requirements of the state budget allocations for each school year.
- 26.6.3 Other funds available for salary purposes.

26.7 Incremental Movement

To be eligible for an increment, an employee must work a minimum of one hundred thirty-five (135) days in a contract year.

- 26.7.1 When advancing from one job classification to a higher job classification on the salary schedule, the employee will not be harmed.

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26.8 Salary Schedule Placement

Placement on the salary schedule for new employees shall be as follows:

26.8.1 New employees who meet the minimum qualifications will be placed at Step 1.

26.8.2 Progression on the salary schedule will be based on additional years of experience, and may be on a year for year basis.

A. This section does not apply to substitute custodians or seasonal grounds workers.

26.9 Salary on Promotion or Position Change

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 that would have been paid on the previous range. An employee's salary may be above the maximum if they are assigned to a position with a lower salary grade. This is considered a "red circled" salary. An employee whose salary is red circled is not eligible for a salary increase, including a general wage increase, until their salary falls below the maximum of the salary range. However, salary reductions may be imposed upon demotion and are based on the employee's current pay level and the appropriate pay level in the new salary range.

26.10 Salary for Working Out-Of-Class

If an employee is requested to assume the majority of work responsibilities in a position regularly filled by an employee in a higher level position and the employee will be filling the position for three (3) or more consecutive days, on the third day, the employee shall receive compensation equal to that which they would normally receive in the higher classification. Said pay will be retroactive to the first day. Food service employees will receive the higher rate of pay starting on the first day. Whenever an employee is requested to perform duties of two (2) or more positions, such employee shall be compensated at the higher rate of pay.

26.10.1 Administrative Channels-Traditional administrative channels may be used by employees who consider specifically assigned continuing tasks or duties to be outside their job description.

26.11 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 \$200 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.

26.12 Positive Time Reporting

Employees will accurately report time worked in accordance with a positive time reporting process determined by the college.

26.13 Salary Overpayment Recovery

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Deleted: <#>Salary Schedule Placement for Custodial¶

Placement on the salary schedule for new custodial employees shall be as follows:¶
<#>If a new custodial employee meets the minimum qualifications and has less than five (5) years' experience they will be placed at Step B.¶

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<#>If a new custodial employee meets the minimum qualifications and has five (5) years' experience in the field, they will be placed at Step C.¶

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<#>If a new custodial employee meets the minimum qualifications and has ten (10) years' experience in the field, they will be placed at Step D.¶

¶

<#>If a new custodial employee has five (5) or more years' experience in the field at a school district or college they will be placed up one additional level not to exceed Step E.¶

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- 26.13.1 When the College has determined that an employee has been overpaid wages, the College will provide written notice, hand delivered or via certified mail, to the employee which will include the following items:
 - 26.13.1.1 The amount of the overpayment,
 - 26.13.1.2 The basis for the claim, and
 - 26.13.1.3 The rights of the employee under the terms of this Agreement.
- 26.13.2 Method of Payback:
 - 26.13.2.1 The employee must choose one of the following options for paying back the overpayment:
 - 26.13.2.1.1 Voluntary wage deduction
 - 26.13.2.1.2 Cash
 - 26.13.2.1.3 Check
- 26.13.3 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%).
- 26.13.4 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.
- 26.13.5 Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- 26.13.6 Appeal Rights:
 - 26.14.6.1 Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in [Article 33](#).

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**ARTICLE 27
TRAVEL EXPENSES**

27.1 Mileage

Any employee required to travel from one site to another in a private vehicle during work hours shall be reimbursed for such travel on a per-mile basis at the OFM rate.

27.2 Room and Board

Employees required to remain overnight on College business shall be reimbursed for room and board expenditures at the state approved rate.

**ARTICLE 28
COMPENSATION FOR REQUIRED LICENSES**

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28.1 Reimbursement

The reimbursement or payment of any fees, except driver's license fees, that are required by the College to hold a position, such as medical examinations, chest x-rays, and health cards, shall be borne by the College.

**ARTICLE 29
TEMPORARY EMPLOYEES**

29.1 Coverage Upon Hire

Temporary employees, as defined in Section 1.15, shall be covered by this Agreement upon hire.

29.2 Exclusion from Coverage

All sections of this Agreement shall apply to temporary except the following:

- 29.2.1 [Article 12](#), Seniority Rights
- 29.2.2 [Article 13](#), Special Provisions for Food Service Workers
- 29.2.3 [Article 14](#), Special Provisions for Maintenance Workers
- 29.2.4 [Article 15](#), Special Provisions for Custodial and Grounds Workers
- 29.2.5 [Articles 17](#), Holidays through [Article 22](#), Personal Convenience Leave
- 29.2.6 [Article 31](#), Reduction in Force/Layoff.
The use of temporary employees shall be based on the needs of the College.
- 29.2.7 [Article 32](#), Discipline and Dismissal
The use of temporary employees shall be based on the needs of the College. Any action by the College to not use a temporary employee shall not be considered disciplinary action and is not grievable.
- 29.2.8 [Article 33](#), Grievance Procedures, beyond the step which goes to the College President.

29.3 Prohibitive Use

Temporary employees may not be hired in lieu of or to avoid the hiring of full-time employees.

29.4 Evaluation

Temporary employees shall be evaluated at least once annually provided they have worked at least ninety (90) calendar days within the fiscal year.

29.5 Pay Schedules Identified

Pay rates shall be established on the attached Salary Schedules A and B.

29.6 Movement

All custodian substitutes who have worked one hundred and thirty-five (135) days in a contract year will move up to custodian step 1 rate on the salary schedule effective July 1.

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**ARTICLE 30
TRAINING**

30.1 Training Budget

In the mutual interest of the College and the employees, the College shall budget funds which may be used by employees subject to this Agreement for vocational improvement. The amount budgeted for each year of the contract is \$2,000.

30.2 Use of Funds

Such funds may be utilized for the following purposes as authorized by the President.

- 30.2.1 Salary and reimbursement for employees subject to this Agreement to attend recognized vocational courses.
- 30.2.2 Expenses and materials to establish courses of study within the confines of the College which would be of mutual benefit to the employee and the College.
- 30.2.3 Purchase of recognized vocational courses from local, state, or national educational institutes which would improve the potential of employees subject to this Agreement.

30.3 Tuition Waivers

- 30.3.1 part-time and full-time 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 determined by the Vice President of Administration and Finance.
- 30.3.2 New maintenance and custodial employees do not need to wait until completion of their probationary period when enrolling in a Renton Technical College Boiler Operator class.

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30.3.3 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.

30.4 Safety Training

Since it is mutually recognized that safety of the employees is of paramount concern; the College shall provide safety, first aid, fire prevention training, and required licensing (asbestos) courses to employees as necessary. Such determination shall be made by the College and any employee required to attend shall be properly compensated.

30.5 In-Service Activities

All employees are encouraged to attend In-Service activities. An effort will be made with the supervisor to accommodate schedule or shift changes for graveyard and swing employees if requested. 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.

ARTICLE 31 REDUCTION IN FORCE/LAYOFF

31.1 Process

This Article establishes the procedure covering reduction in force/layoff of employees. The College will consult with the Union prior to implementation of this Article.

31.1.1 Notification to the Union If the College contemplates reductions (layoffs or reduced hours), it shall inform the Union in writing, as to the necessity for, and the methods by which, such reductions shall be made before any such reductions are implemented.

31.1.2 Positions to be Reduced or Laid Off The number and type of positions to be eliminated shall be determined by the College. This information will be provided to the Union.

~~31.1.3 Layoff List The College will establish a list of employees within each of the work units, by seniority, noted in [Article 2.1](#).~~

31.1.4 Layoff Options Employees will be laid off in accordance with seniority, as defined in Article 1.14, Seniority Date. Provided the employee has more seniority, one employee will be allowed to bump another employee with less seniority within their assigned classification and within the work unit.

31.1.5 Bumping Rights Employees within each work unit shall be allowed to "bump" the least senior employee in their current classification within the work unit if they have proper qualifications for the work performed. When determining the proper qualifications the College will look at only College employment.

No employee will be able to bump into a different classification. Full-time positions can bump part-time positions within their assigned classification. However, part-time positions can only bump other part-time positions at the

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same percent of full time or less within their assigned classification. For example, a full time Maintenance Mechanic 3 can bump a Maintenance Mechanic 2 or 1 with less seniority. However a part time Maintenance Mechanic 3 could not bump a full time Maintenance Mechanic 2 or 1.

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 employee notice in Article ,31.1.6

Employees who choose not exercise their bumping rights will be paid their accumulated vacation leave balance at their current rate of pay and be placed on the reemployment list.

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- 31.1.6 **Notification to the Employee** The College will notify affected employees at least thirty (30) days in advance of impending layoffs or reduction in hours. In the event of an unforeseen emergency situation (including, but not limited to acts of nature, catastrophic systems failure and destruction due to fire), the College may give less than 30 (thirty) days' notice of layoff.

31.2 Reemployment List

In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the College according to work unit and seniority. Such employees will be recalled, by seniority, for any opening in the position held immediately prior to layoff. Names shall remain on the reemployment list for two (2) years.

31.3 Employee's Change of Address

Employees on layoff status shall file their addresses in writing with Human Resources and shall thereafter promptly advise the College in writing of any change in address.

31.4 Non-Responsiveness

An employee shall forfeit rights to reemployment as provided in Section 31.2 if the employee does not comply with the requirements of Section 31.5, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

31.5 Rejection of Reemployment Offers

An employee on layoff status who rejects an offer of reemployment forfeits seniority and all other accrued benefits; provided, that such employee is offered a position substantially equal to that held prior to layoff.

31.6 Temporary Layoffs

Due to a cut in state funding, Renton Technical College may designate a specific number of days that employees will be placed on temporary layoff. Employees will normally receive thirty (30) calendar days' notice of a temporary layoff. The notification will specify the nature, number of days and duration of the temporary layoff. Employees may request alternative temporary layoff days from their manager or supervisor and any request will be considered and approved or denied in writing. The College may schedule up to 12 days annually and will meet and confer with the Union prior to implementation. Temporary layoff is leave without pay. An employee may not use any leave for a temporary layoff day(s)

ARTICLE 32

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DISCIPLINE AND DISMISSAL

32.1 General Principles of Discipline

The College shall give consideration to due process and progressive discipline in its discipline of employees. Although each situation merits individual investigation of the facts and circumstances, the College will make reasonable effort to maintain consistency in discipline of employees.

32.2 Cause for Discipline

The College shall have the right to discipline an employee, up to and including dismissal, for justifiable cause, provided that knowledge of the alleged misconduct is obtained within fifty-one (51) calendar days of the alleged misconduct.

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- 32.2.1 An employee shall be subject to termination as the appropriate culmination of a course of progressive discipline. The principles of progressive discipline shall be used except when the nature of the problem requires more serious or immediate action. Progressive discipline includes the following steps: verbal warning/reprimand (clearly defined as such when issued), written warning/reprimand (clearly defined as such when issued), suspension without pay, and dismissal.
- 32.2.2 No prior discipline shall be required, and an employee shall be subject to immediate termination, for any of the following that occur during work time or on college property: (a) assault, (b) being under the influence of alcohol or illegal drugs, (c) child abuse, (d) destruction or gross negligent use of College vehicles, property or equipment, (e) sleeping on the job, or (f) theft.
- 32.2.3 In addition, an employee who has received any three (3) disciplinary actions within a one (1)-year period may have their employment terminated upon the occurrence of any fourth disciplinary action.
- 32.2.4 An employee may petition to have warning notices removed from their personnel file fifteen (15) months from the date of the last notice, provided there have been no further notices for a six (6) month period.

32.3 Process for Discipline

- 32.3.1 A disciplinary meeting shall be held whenever a verbal warning or a written warning is contemplated. The College shall clearly inform the employee that a meeting may lead to disciplinary action and that the employee has the option to have third party representation (typically a Union representative or other College employee) in attendance.
- 32.3.2 A disciplinary meeting shall be held whenever suspension without pay or dismissal is contemplated. The College shall inform the employee that a meeting may lead to advanced disciplinary action and that the employee has the option to have third party or Union representation in attendance. Any such meeting may be reasonably delayed until third party or Union representation is in attendance but in no case for more than five (5) work days.
- 32.3.3 The College shall give an employee a written statement of the reason(s) for any suspension without pay or termination. Before a suspension without pay or termination, the College shall offer the employee a

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reasonable opportunity to explain and defend their conduct. The College shall notify the Union of any such disciplinary action within five (5) work days of action.

- 32.3.4 The College shall make every reasonable effort to handle discipline of an employee as confidentially and discreetly as the situation warrants and is possible under the circumstances.

32.4 Traffic Safety Violations

If an employee receives a traffic citation in the course of performing assigned duties, they must inform the College of said citation. The College will inform the employee, in writing, of possible disciplinary action to be taken. If the employee can provide the College with evidence that the aforementioned citation has been dismissed and will not appear on their drivers abstract, the College, upon receipt of the evidence, will remove the written notification from the employee's personnel file. Nothing in this section shall prohibit the College from disciplining employees for continued demonstrated inability to perform assigned driving duties in an acceptable manner.

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ARTICLE 33 GRIEVANCE PROCEDURES

33.1 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:

- 33.1.1 The interpretation and application of this Agreement.
- 33.1.2 The interpretation and application of specific written College policy, rules and regulations.
- 33.1.3 Grievance Defined 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.
- 33.1.4 Resolutions Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.
- 33.1.5 Informal Discussions Both parties encourage the informal resolution of issues before they become grievances, which are semi- legal proceedings which hinge upon facts being developed, with rules of evidence, and strict time lines. The employee's concerns need to be presented by the employee to the appropriate supervisor. Every effort will be made by all concerned to develop an understanding of the facts and issues in order to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the information discussion(s) relative to the matter in question, they may proceed to the formal grievance procedure.
- 33.1.6 Freedom From Retaliation Individuals involved in the grievance process whether as a grievant, a witness, or otherwise, shall not suffer any restraint, interference, discrimination, harassment, coercion or reprisal on account of their participation in the grievance process.

33.2 Formal Grievance Steps

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- 33.2.1 **Step One** An employee or the Union shall commence the grievance by filing a written grievance with ~~their~~ immediate supervisor. A written grievance must be submitted within fifteen (15) work days of the date that the employee or the Union first had actual knowledge of the grievable act, and must contain, at a minimum, the following
- 33.2.1.1 The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred or did not occur; a description of the events, actions or inactions which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
 - 33.2.1.2 The sections of this Agreement or College rule/policy allegedly violated;
 - 33.2.1.3 The specific remedy sought.
 - 33.2.1.4 Grievances must be signed and dated by the grievant. Within fifteen (15) workday's receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.
- 33.2.2 **Step Two** If the grievance is not resolved, to the employee's satisfaction at Step One, the grievant may, within fifteen (15) work days after the last day the immediate supervisor has to respond in Step One, submit ~~their~~ grievance to the President or their designee. Within fifteen (15) work days receipt of the written grievance, the President or their 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 fifteen (15) work days. The investigative hearing cannot be extended beyond thirty (30) work days unless mutually agreed to by both parties. 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 fifteen (15) work days after the hearing, the President or their designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.
- 33.2.3 **Step Three A** If the grievant is not satisfied with the resolution at Step Two, the Union may, within fifteen (15) work days after receipt of the written response from Step Two, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:
- 33.2.3.1 The arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement.
 - 33.2.3.2 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.
 - 33.2.3.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible

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for the expenses of witnesses called by the other.

33.2.3.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in subsection 37.2.3.1 above.

33.2.4 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 specific written College policy, rule or regulation, they may, within fifteen (15) 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:

33.2.4.1 The Board may employ a Hearing Officer to hear the case in its stead.

33.2.4.2 The Board may hear the case itself.

33.2.4.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

33.2.4.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.

33.2.4.5 The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Union.

33.3 Time for Hearings

The grievance or arbitration discussion shall take place whenever possible on school time. The employer shall not discriminate against any individual employee or the Union for taking action under this Article.

33.4 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.

ARTICLE 34 NO WORK STOPPAGE

34.1 No Work Stoppage

The employer and the Union agree that disputes which arise between them shall be settled without resort to strike or lockout. The employer agrees it will not lockout any or all of its employees during the term of this Agreement, and the Union agrees on behalf of itself and its membership that there shall be no strike, no slowdowns, and no sickouts during the term of this Agreement.

**ARTICLE 35
SALARY AUTHORIZATION & OTHER OPENERS**

35.1 All Provisions Applicable

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.

35.2 Mutual Agreement to Open

The Agreement may be reopened and modified at any time during its term upon mutual consent of the College and the Union.

35.3 Opening of Salary Schedules

If during the duration of this contract, the state legislature and the State Board for Community and Technical Colleges fund and/or authorize increments, the College agrees to reopen [Salary Schedules A](#) and [B](#).

35.4 Legislative Action

This Agreement shall be reopened as necessary to consider the impact of legislation enacted following the execution of this Agreement which may affect the terms and conditions herein. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, contract language to bring the College into compliance with the law.

**ARTICLE 36
SAVINGS CLAUSE**

36.1 Savings

In the event that any provision of this Agreement shall, at any time, be declared invalid by a final court decision, administrative order, or opinion of the Attorney General, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

36.2 Bargaining of Replacement Language

If any provision of this Agreement is found by a court or agency with jurisdiction to be invalid, the parties will bargain to modify this Agreement as necessary to bring this Agreement into compliance with the law.

**ARTICLE 37
SCOPE OF AGREEMENT**

37.1 Scope

This Agreement constitutes the negotiated agreements between the College and 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.

37.2 Separate Agreements

The employer agrees not to enter into any written agreement or contract with employees covered by this bargaining agreement, individually or collectively, which is inconsistent with the terms of this agreement.

**ARTICLE 38
ENTIRE AGREEMENT**

38.1 Entire Agreement

The agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

**Article 39
UNION MANAGEMENT COMMUNICATION COMMITTEE**

- 39.1** The College and AFT support the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union Management Communication Committee will be established. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations. Agenda items may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change. The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.
- 39.2** 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.
- 39.3** 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.
- 39.4** All committee meetings will be regularly scheduled on mutually acceptable dates and times. The meetings will be held quarterly unless mutually agreed to. Agenda items will be exchanged five (5) work days prior to the meeting date. Summary minutes will be taken of the meeting and consist of the topics discussed and disposition of each. Copies of the minutes shall be exchanged electronically and corrections made within seven (7) working days after the meeting. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.
- 39.5** 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 AFT-Management Communications 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 to Article 33.

**ARTICLE 40
TERM OF AGREEMENT**

39.1 Term

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

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Signed this 18th day of September, 2019.

For Renton Technical College

For the AFT Renton Technical College Classified

Frieda Takamura

FRIEDA TAKAMURA
BOARD OF TRUSTEES, CHAIR

Nonna May
=E ENTATIVE

Kevin McCarthy
KEVIN MCCARTHY
PRESIDENT

Nonna May
NONA MAY
AFT REPRESENTATIVE

Vincent Garcia
VINCENT GARCIA
AFT REPRESENTATIVE

SCHEDULE A
AFT Renton Technical College Classified Salary Schedule
July 1, 2022 – June, 2025

Deleted: July 1, 2020 - June 30, 2021

Work Unit Custodial		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Substitute Custodian	Hourly	\$15.90							
Custodian I	Annual Rate	\$35,963	\$37,230	\$38,532	\$39,851	\$41,252	\$43,935	\$49,707	
	Monthly	\$2,996.93	\$3,102.53	\$3,210.97	\$3,320.89	\$3,437.68	\$3,661.25	\$41,242.23	
	Hourly	\$17.29	\$17.90	\$18.52	\$19.16	\$19.83	\$21.12	\$23.90	
Custodian II (with Boiler Operator License)	Annual Rate	\$36,893	\$37,576	\$39,545	\$40,915	\$42,335	\$45,031	\$50,946	
	Monthly	\$3,074.43	\$3,131.30	\$3,295.44	\$3,409.59	\$3,527.95	\$3,752.60	\$4,245.50	
	Hourly	\$17.74	\$18.07	\$19.01	\$19.67	\$20.35	\$21.65	\$24.49	
Custodian III	Annual Rate	\$39,140	\$40,475	\$41,878	\$43,331	\$44,835	\$47,654	\$53,913.16	
	Monthly	\$3,261.65	\$3,372.95	\$3,489.84	\$3,610.95	\$3,736.29	\$3,971.15	\$4,492.76	
	Hourly	\$18.82	\$19.46	\$20.13	\$20.83	\$21.56	\$22.91	\$25.92	
Custodian V Lead	Annual Rate	\$43,551	\$45,038	\$46,611	\$48,216	\$49,872	\$53,057	\$60,026	
	Monthly	\$3,629.22	\$3,753.19	\$3,884.22	\$4,018.01	\$4,156.02	\$4,421.43	\$5,002.18	\$5,304.45
	Hourly	\$20.94	\$21.65	\$22.41	\$23.18	\$23.98	\$25.51	\$28.86	\$30.60
Custodian Supervisor	Annual Rate	\$44,729	\$46,217	\$47,789	\$49,395	\$51,051	\$54,236	\$61,356	\$65,181
	Monthly	\$3,727.45	\$3,851.41	\$3,982.45	\$4,116.24	\$4,254.25	\$4,519.66	\$5,113.03	\$5,431.78
	Hourly	\$21.50	\$22.22	\$22.98	\$23.75	\$24.54	\$26.07	\$29.50	\$31.34

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Note: Additional premium pay of \$1.00 per hour will be paid for the full eight (8) hour shift for custodians who work the graveyard shift. An additional \$1.25 per hour for Sunday hours will be paid to custodians who work the Wednesday through Sunday shift and the Saturday through Wednesday shift.

Work Unit Grounds		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Seasonal Grounds Worker	Hourly	\$15.90							
Grounds Worker	Annual Rate	\$39,969	\$41,371	\$42,839	\$44,329	\$45,866	\$48,835	\$55,249	
	Monthly	\$3,330.71	\$3,447.60	\$3,569.89	\$3,694.05	\$3,822.14	\$4,069.58	\$4,604.12	
	Hourly	\$19.22	\$19.89	\$20.60	\$21.31	\$22.05	\$23.48	\$26.56	
Grounds Worker Lead	Annual Rate	\$47,641	\$49,348	\$51,072	\$52,863	\$54,739	\$58,215	\$65,862	
	Monthly	\$3,970.07	\$4,112.31	\$4,256.01	\$4,405.22	\$4,561.60	\$4,851.28	\$5,488.49	
	Hourly	\$22.90	\$23.72	\$24.55	\$25.41	\$26.32	\$27.99	\$31.66	

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All benefit eligible employees who have been college employees and have been a member of AFT RTC Classified for ten (10) years will receive a longevity stipend of \$500 on July 1. One year of service equals a minimum of 135 days worked in a contract year.

SCHEDULE B

AFT Renton Technical College Classified Salary Schedule July 1, 2022- June 30, 2025.

Work Unit Maintenance		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
		\$						\$59,544	\$64,544
								\$4,962.01	\$5,246.54
								\$28.63	\$29.36
Maintenance Generalist I/II	Annual Rate	\$55,246	\$57,180	\$59,202	\$62,996	\$65,201	\$67,483	\$76,421	\$88,509
	Monthly	\$4,603.84	\$4,764.96	\$4,933.48	\$5,249.67	\$5,433.45	\$5,623.57	\$6,368.42	\$7,375.75
	Hourly	\$26.56	\$27.49	\$28.46	\$30.29	\$31.35	\$32.44	\$36.74	\$42.57
								\$76.421	\$88.509
								\$6,368.42	\$7,375.75
								\$36.74	\$42.57
Maintenance Specialist III	Annual Rate	\$58,977	\$61,041	\$63,199	\$65,419	\$67,709	\$70,079	\$79,361	\$91,715
	Monthly	\$4,914.75	\$5,086.72	\$5,266.57	\$5,451.60	\$5,642.39	\$5,839.90	\$6,613.40	\$7,642.92
	Hourly	\$28.35	\$29.35	\$30.38	\$31.45	\$32.55	\$33.69	\$38.15	\$44.63
Maintenance Specialist IV Lead/Journey	Annual Rate	\$64,844	\$67,113	\$69,486	\$71,927	\$74,444	\$77,050	\$84,519.31	\$99,000
	Monthly	\$5,403.67	\$5,592.75	\$5,790.49	\$5,993.92	\$6,203.69	\$6,420.85	\$7,043.28	\$8,250.00
	Hourly	\$31.18	\$32.27	\$33.41	\$34.58	\$35.79	\$37.04	\$40.63	\$47.50

Note: Food Service workers who demonstrate will receive an additional \$1.00 per hour for demonstration hours. One year of service equals a minimum of 135 days worked in a contract year.
 All benefit eligible employees who have been college employees and have been a member of AFT RTC Classified for ten (10) service will receive a longevity stipend of \$500 on July 1.

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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 increases. Furthermore, if future allocations from the state does not fund the KCPP, the college will reduce the salary table accordingly and with appropriate notice to the union.

Work Unit Foods		Step 1	Step 2	Step 2	Step 4	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Cashier/Greeter	Hourly					\$16.36	\$16.94	\$17.53	\$18.14	\$18.78	\$19.43	\$20.11
Dining Room/Cashier Supv	Hourly					\$24.61	\$25.48	\$26.37	\$27.29	\$28.25	\$29.23	\$30.26
Dishwasher	Hourly					\$16.36	\$16.94	\$17.53	\$18.14	\$18.78	\$19.43	\$20.11
Food Server	Hourly					\$16.36	\$16.94	\$17.53	\$18.14	\$18.78	\$19.43	\$20.11
Baker Helper	Hourly					\$18.95	\$19.61	\$20.30	\$21.01	\$21.74	\$22.50	\$23.29
Catering Helper	Hourly					\$18.95	\$19.61	\$20.30	\$21.01	\$21.74	\$22.50	\$23.29
Cook Helper	Hourly					\$18.95	\$19.61	\$20.30	\$21.01	\$21.74	\$22.50	\$23.29
Storeroom Clerk	Hourly					\$20.75	\$21.47	\$22.22	\$23.00	\$23.81	\$24.64	\$25.51
Cook	Hourly					\$21.70	\$22.46	\$23.25	\$24.06	\$24.90	\$25.77	\$26.68
Lead Cook, Catering	Hourly					\$22.64	\$23.43	\$24.25	\$25.10	\$25.98	\$26.89	\$27.84

Note: Food Service workers who demonstrate will receive an additional \$1.00 per hour for demonstration hours.

One year of service equals a minimum of 135 days worked in a contract year.

All benefit eligible employees who have been college employees and have been a member of AFT RTC

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**Renton Technical College and Washington Federation of State Employees
2022 – 2025 Collective Bargaining Agreement
Renton Technical College Board of Trustees
June 15, 2022**

Summary of Contract Changes

- **General Housekeeping** – inclusive Pronouns, MOU Incorporation
- **Cover and Article 27 - Length of Contract (page 66)** - new 3-year term (2022-2025)
- **Article 7 - Hours of Work and Work Rules (page 15)** – removed ‘daily’ designation and added ‘project’ employees
- **Article 9 - Holidays (page 21)** – Juneteenth and Native American Heritage Day
- **Article 12 – Family and Medical Leave (page 30)** - incorporates MOU reflecting current participation in the state’s paid family leave program
- **Article 22 Health and Welfare (page 49)** - incorporates MOU reflecting changes to include pending participation in the state’s long-term care program
- **Article 24 Union Membership and Dues/Fees Deduction (page 52)** – incorporates MOU reflecting language agreed upon after Janus decision
- **Article 26 Salaries and Employee Compensation (page 59)** – streamlined increases as determined by legislature and **NEW** – Multilanguage Stipend
- **Appendix A (page 66)** - New Salary Schedule
- **Appendix B (page 67)** - Updated Classification Table

COLLECTIVE BARGAINING AGREEMENT

between



and



Washington Federation of State Employees

JULY 1, 2022 - JUNE 30, 2025

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Renton Technical College & Washington Federation of State Employees

TABLE OF CONTENTS

<u>TABLE OF CONTENTS</u>	1-5
<u>ARTICLE 1</u>	<u>RECOGNITIONS AND AGREEMENTS</u>
1.1	Parties to the Contract
1.2	Recognition
1.3	Position Descriptions
1.4	Status of the Agreement
<u>ARTICLE 2</u>	<u>MANAGEMENT RIGHTS</u>
<u>ARTICLE 3</u>	<u>RIGHTS OF EMPLOYEES</u>
3.1	Non-Interference
3.2	Grievance
3.3	Representation
3.4	Employee/Student Problems
3.5	Non-Discrimination
3.6	Citizenship Rights
3.7	Political Rights and Responsibilities
3.8	Safety Committee
<u>ARTICLE 4</u>	<u>RIGHTS OF THE UNION</u>
4.1	Non-Interference
4.2	Representation of Employees
4.3	Grievance Representation
4.4	Union Leaves
4.5	Exchange of Information
4.6	Building Access
4.7	Bulletin Boards
4.8	Mailings
4.9	Distribution of Contract
4.10	Meetings
4.11	New Employee Orientation
4.12	Mandatory Subjects
<u>ARTICLE 5</u>	<u>WORKPLACE BEHAVIOR</u>
<u>ARTICLE 6</u>	<u>UNION-MANAGEMENT COMMUNICATION COMMITTEE</u>
6.1	Purpose
6.2	Committee
6.3	Contract Training
<u>ARTICLE 7</u>	<u>HOURS OF WORK AND WORK RULES</u>
7.1	Definition of Employees
7.2	Probation
7.3	Work Assignment Forms
7.4	Workday/Workweek

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Renton Technical College & Washington Federation of State Employees

Table of Contents (Continued)

7.5	Selection and Assignment	17
7.6	Voluntary Transfers	18
7.7	Involuntary Transfer	18
7.8	Assignment of Additional Hours	19
7.9	Positive Time Reporting	19
ARTICLE 8	<u>COLLEGE CLOSURE</u>	
8.1	Closure Determination	19
8.2	Reporting of Absence	20
8.3	Unsafe Work Site	20
ARTICLE 9	<u>HOLIDAYS</u>	
9.1	Holidays	21
9.2	Eligibility/Pro rata	21
9.3	Pay for Work on a Holiday	21
9.4	Holidays for a Reason of Faith or Conscience	21
ARTICLE 10	<u>VACATIONS</u>	
10.1	Accrual Rate	22
10.2	Eligibility	23
10.3	Scheduling	23
10.4	Carry-Over	24
10.5	Payment upon Termination	24
10.6	Vacation Denial	24
10.7	Vacation Cancellation	24
ARTICLE 11	<u>SICK LEAVE</u>	
11.1	Full Time Employees	24
11.2	Sick Leave Balance	24
11.3	Part Time Employees	24
11.4	Sick Leave for Full Time Employees	25
11.5	Leave without pay	25
11.6	Unused Sick Leave	25
11.7	Used for Sick Leave	25
11.8	Requirement for Sick Leave	26
11.9	Employees who qualify for State's Sick Leave	26
11.10	Sick while on Vacation	26
11.11	Leave without Pay	26
11.12	Employee who has used all Sick Leave	26
11.13	Sick Leave Reporting and Verification	27
ARTICLE 12	<u>FAMILY & MEDICAL LEAVE</u>	
12.1	Reasons	27
12.2	Military Caregiver Leave	28
12.3	Newborn Child	28
12.4	Eligibility Requirement	28
12.5	Entitlement Period	28
12.6	Health Insurance during period of Leave	28
12.7	Criteria	29
12.8	Parental and Pregnancy Disability Leave	29
12.9	Qualifying for Family Medical Leave	29

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Table of Contents (Continued)

12.10	Personal medical Leave	30
12.11	Returning to Work	30
12.12	Thirty days' notice Before Leave	30
12.13	FMLA and WFLA	30
12.14	Complaint	30
12.15	FMLA regulations and/or interpretations.....	30
<u>12.16</u>	<u>Paid Family Medical Leave Program.....</u>	<u>30</u>
ARTICLE 13	<u>OTHER LEAVES</u>	
13.1	Leave Sharing	31
13.2	Bereavement Leave	31
13.3	Emergency Hardship Leave (Non-Accumulative).....	32
13.4	General Leaves of Absence.....	33
13.5	Jury Duty and Subpoena Leave	33
13.6	Military Leave.....	34
13.7	Uniformed Service Shared Leave Pool	34
13.8	Domestic Violence Leave	34
13.9	Attendance at the Legislature.....	35
13.10	Temporary Leaves of Absence	35
ARTICLE 14	<u>PERSONAL CONVENIENCE LEAVE.....</u>	<u>36</u>
ARTICLE 15	<u>ON -THE- JOB INJURY</u>	
15.1	Accidental Injuries	36
15.2	Report all Accidental Injuries.....	36
ARTICLE 16	<u>SENIORITY</u>	
16.1	Seniority Date	36
16.2	Seniority Rights	36
16.3	Seniority List.....	37
ARTICLE 17	<u>CLASSIFICATIONS AND RECLASSIFICATION</u>	37
ARTICLE 18	<u>LAYOFF AND RECALL</u>	
18.1	Definition and Authorization.....	38
18.2	Layoff Position Determination.....	38
18.3	Seniority List.....	38
18.4	Union Notice.....	38
18.5	Employee Notice.....	38
18.6	Layoff Options	39
18.7	Salary	39
18.8	Transition Review	40
18.9	Recall	40
18.10	Voluntary Layoff, Leave of Absence or Reduction in Hours.....	42
18.11	Temporary Layoffs	42
ARTICLE 19	<u>DISCIPLINE</u>	
19.1	Just Cause	43
19.2	Progressive Discipline.....	43
19.3	Privacy.....	43
19.4	Authority to Conduct Investigations	43
19.5	During Investigation.....	43

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Table of Contents (Continued)

19.6	Alternative Assignment.....	43
19.7	Pre-Disciplinary Notice.....	43
19.8	Written Notice.....	44
19.9	Warning Notice.....	44
19.10	Notice Prior to Discharge.....	44
19.11	Disciplinary Letters.....	44
19.12	Authority to Impose Discipline.....	44
ARTICLE 20	PERSONNEL RECORDS.....	44
ARTICLE 21	PERFORMANCE EVALUATIONS	
21.1	Purpose.....	45
21.2	Evaluation Process.....	46
ARTICLE 22	HEALTH AND WELFARE	
22.1	Health and Welfare Benefits.....	47
22.2	Supplemental Retirement Plans.....	48
22.3	Liability and Indemnification.....	48
22.4	Dependent Care.....	48
22.5	Flexible Spending Account.....	48
22.6	Voluntary Employee Benefits Association (VEBA).....	48
<u>22.7</u>	<u>Long Term Care.....</u>	<u>49</u>
ARTICLE 23	PROFESSIONAL DEVELOPMENT	
23.1	Training Fund.....	49
23.2	Training Guidelines.....	50
23.3	Required Training.....	50
23.4	Fee Waivers.....	50
23.5	In-Service Activities.....	51
23.6	First Aid.....	51
23.7	Career Ladder Promotions.....	51
ARTICLE 24	UNION MEMBERSHIP AND DUES/FEEES DEDUCTION	
24.1	<u>Notification to Employees.....</u>	<u>52</u>
24.2	<u>Deduction Authorization.....</u>	<u>52</u>
24.3	<u>Union Dues.....</u>	<u>52</u>
24.4	<u>Payroll Deduction.....</u>	<u>52</u>
24.5	<u>Employee Status Reports.....</u>	<u>53</u>
24.6	<u>Revocation.....</u>	<u>53</u>
24.7	<u>Indemnification.....</u>	<u>54</u>
ARTICLE 25	GRIEVANCE PROCEDURE	
25.1	Scope.....	54
25.2	Grievance Steps.....	54
25.3	Non-Discrimination.....	56
25.4	Timelines.....	56
25.5	Grievance Files.....	56
ARTICLE 26	SALARIES AND EMPLOYEE COMPENSATON	
26.1	Salary Basis.....	57

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Table of Contents (Continued)

26.2	Part-Time Salary Computation	57	
26.3	Salary Provisions.....	57	
26.4	Monthly Salary Installments.....	58	
26.5	Salary Placement.....	58	
26.6	Overtime and Compensatory Time.....	60	
26.7	Compensation for Certificates	62	
26.8	Compensation for Degree Stipends	62	
26.9	Multilanguage Stipend	63	
26.10	Other Compensation	63	
26.11	Salary Overpayment Recovery.....	63	
ARTICLE 27			
TERM AND SEPARABILITY OF PROVISIONS			
27.1	Length of Agreement.....	64	
27.2	Exclusions	64	
27.3	Re-Opening Agreement	64	
27.4	Re-Opening Agreement – Legislative Impact.....	64	
27.5	Separability.....	64	
27.6	Scope of Agreement.....	64	
27.7	Inclusion	65	
ARTICLE 28			
NO STRIKE PLEDGE			65
APPENDIX A			
SALARY SCHEDULE			66
APPENDIX B			
CLASSIFICATION AND SALARY RANGE TABLE			67

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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.

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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.

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**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 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.

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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 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.

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Article 3 (Continued)

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.

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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.

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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

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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.

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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.

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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.

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

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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

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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.

Article 7(Continued)

- 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, 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.

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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)

Article 7 (Continued)

evaluations.

7.7 Involuntary Transfer

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- 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 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.

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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 his or her 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.

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Article 8 (Continued)

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.

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.

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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.~~

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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

Article 9 (Continued)

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defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety

- 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

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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.

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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.

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- 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 (Article 12).

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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.

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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.

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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.

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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

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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.

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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,

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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.

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ARTICLE 13

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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.

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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.

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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.

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13.4 General Leaves of Absence

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- 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.
- C. 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.
- D. Except for military service, there shall be no other employment while on leave without prior approval of the President.
- E. 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.
- F. 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.
- G. 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.

13.6 Military Leave

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- 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.

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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

12 Article 13 (Continued)

the employee requesting leave.

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.

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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.

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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.

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Article 14 (Continued)

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

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**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.
- Article 16 (Continued)*
- D.** Temporary employees do not accrue seniority rights except when hired into a permanent position without a break in service.
- 16.3 Seniority List**
The College will provide an updated seniority list to employees or the Union upon request.

ARTICLE 17

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Renton Technical College & Washington Federation of State Employees
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.

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**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.

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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,

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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:

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Article 18 (Continued)

A. Current Salary Level

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

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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.

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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

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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.

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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.

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- 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).

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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.

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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

2022-202543

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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.

2022-202544

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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.

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**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 his or her 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.

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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.

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- 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.

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- 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.

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**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.

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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.

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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

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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.

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**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

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Article 23 (Continued)

members are owed less than the amount calculated (equal amount per person), they will only be reimbursed up to the amount submitted. 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.

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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

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2022-202550

Article 23 (Continued)

classes offered by the College are eligible for fee waiver. To receive approval, the employee requests the training through their supervisor. Final approval is 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.

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**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

Article 24 (Continued)

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
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<#>Each employee subject to the Agreement who, on the effective date of this Agreement, is a member of the Union in good standing, shall, as a condition of employment, maintain membership in the Union in good standing during the period of the Agreement.¶<#>¶

<#>Union Security¶
<#>All employees subject to this Agreement who are not members of the Union on the effective date of the provisions of this section and all employees subject to this Agreement who are hired at a time subsequent to the effective date of this section, shall as a condition of employment become members in good standing of the Union within thirty (30) days of the effective date of this Agreement or within thirty¶<#>(30) days of the hire date, whichever is applicable. Such employee shall then maintain membership in the Union in good standing during the period of this Agreement.¶<#>¶

<#>Representation Fee¶
<#>The parties recognize that an employee should have the option of declining to participate as a member in the Union, yet contribute financially to the activities of the Union in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Union shall pay to the Union each month a representation fee, as calculated by the Union on an annual basis, as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This representation fee shall be collected by the College in the same manner as monthly dues, upon written request from the Union.¶<#>¶

<#>Failure to Satisfy Obligations¶
<#>No employee will be terminated by the College for non-payment of the regular monthly required dues or fees unless the Union first has notified the employee by letter explaining that the employee is delinquent in formally authorizing the College to make continuous semi-monthly payroll deduction for either dues or a representation fee, and warning him/her that unless such authorization is tendered within thirty (30) calendar days he/she will be reported to the President for termination. The Union will furnish the President with a copy of the letter sent to the employee and notice that the employee has not complied with the request for authorization. Such notices shall be sent to the employee and the employer at the same time.¶

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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.

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

Article 24 (Continued)

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

2022-202553

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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.

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.

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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.

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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 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.

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Article 25 (Continued)

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 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.

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Article 25 (Continued)

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:

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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.

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**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.

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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.

26.4 Monthly Salary Installments

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- 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

Article 26 (Continued)

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.

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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.

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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.

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2. One Position

Article 26 (Continued)

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.

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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.

Article 26 (Continued)

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.

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- 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.

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2. Compensatory Time Cash Out

A. All compensatory time must be used by June 30th 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 30th or when the employee separates from the Employer.

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Article 26 (Continued)

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 30th 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 10th.

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- 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 30th 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

Article 26 (Continued)

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.

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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.

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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.

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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

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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%).

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1. 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.
 2. Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- B. 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.

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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.

Article 27 (Continued)

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.

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27.6 Scope of Agreement

This agreement constitutes the negotiated agreements between the Employer and 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.

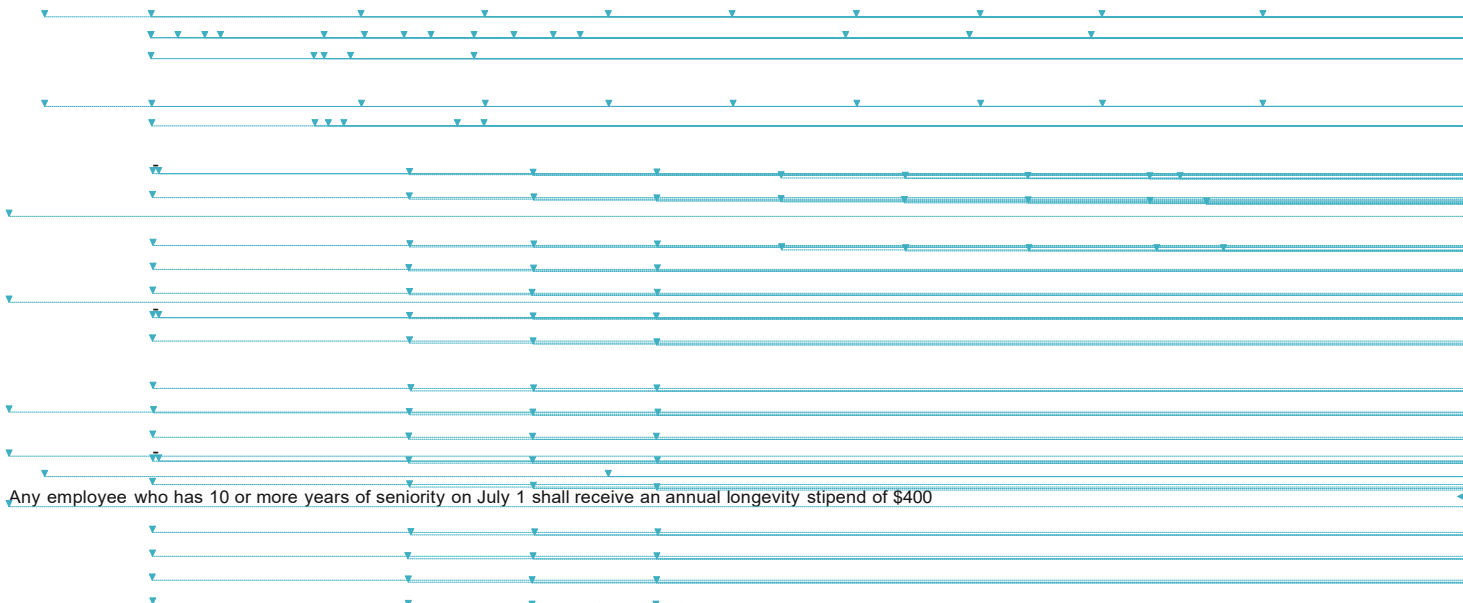
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Any employee who has 10 or more years of seniority on July 1 shall receive an annual longevity stipend of \$400

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

Salary Range	Pay Interval	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
2	<u>Index</u>	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	<u>Index</u>	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	<u>Index</u>	1.156	1.191	1.227	1.263	1.301	1.380	1.407	1.436

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- Deleted: \$1,264.17
- Deleted: \$1,302.07
- Deleted: \$1,341.31
- Deleted: \$1,422.05
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<u>Annual</u>	<u>\$35,485.55</u>	<u>\$36,559.29</u>	<u>\$37,656.24</u>	<u>\$38,781.53</u>	<u>\$39,956.03</u>	<u>\$42,361.34</u>	<u>\$43,208.56</u>	<u>\$44,072.74</u>
<u>Monthly</u>	<u>\$2,957.13</u>	<u>\$3,046.61</u>	<u>\$3,138.02</u>	<u>\$3,231.79</u>	<u>\$3,329.67</u>	<u>\$3,530.11</u>	<u>\$3,600.71</u>	<u>\$3,672.73</u>
<u>Semi-monthly</u>	<u>\$1,478.56</u>	<u>\$1,523.30</u>	<u>\$1,569.01</u>	<u>\$1,615.90</u>	<u>\$1,664.83</u>	<u>\$1,765.06</u>	<u>\$1,800.36</u>	<u>\$1,836.36</u>
<u>Hourly</u>	<u>\$17.06</u>	<u>\$17.58</u>	<u>\$18.10</u>	<u>\$18.64</u>	<u>\$19.21</u>	<u>\$20.37</u>	<u>\$20.77</u>	<u>\$21.19</u>

5	<u>Index</u>	<u>1.210</u>	<u>1.246</u>	<u>1.284</u>	<u>1.322</u>	<u>1.362</u>	<u>1.444</u>	<u>1.473</u>	<u>1.502</u>
	<u>Annual</u>	<u>\$37,153.95</u>	<u>\$38,259.87</u>	<u>\$39,414.97</u>	<u>\$40,596.90</u>	<u>\$41,822.09</u>	<u>\$44,327.45</u>	<u>\$45,213.99</u>	<u>\$46,118.27</u>
	<u>Monthly</u>	<u>\$3,096.16</u>	<u>\$3,188.32</u>	<u>\$3,284.58</u>	<u>\$3,383.08</u>	<u>\$3,485.17</u>	<u>\$3,693.95</u>	<u>\$3,767.83</u>	<u>\$3,843.19</u>
	<u>Semi-monthly</u>	<u>\$1,548.08</u>	<u>\$1,594.16</u>	<u>\$1,642.29</u>	<u>\$1,691.54</u>	<u>\$1,742.59</u>	<u>\$1,846.98</u>	<u>\$1,883.92</u>	<u>\$1,921.59</u>
	<u>Hourly</u>	<u>\$17.86</u>	<u>\$18.39</u>	<u>\$18.95</u>	<u>\$19.52</u>	<u>\$20.11</u>	<u>\$21.31</u>	<u>\$21.74</u>	<u>\$22.17</u>

6	<u>Index</u>	<u>1.331</u>	<u>1.371</u>	<u>1.412</u>	<u>1.454</u>	<u>1.498</u>	<u>1.588</u>	<u>1.620</u>	<u>1.653</u>
	<u>Annual</u>	<u>\$40,860.71</u>	<u>\$42,087.95</u>	<u>\$43,340.83</u>	<u>\$44,638.99</u>	<u>\$45,984.89</u>	<u>\$48,766.16</u>	<u>\$49,741.48</u>	<u>\$50,736.31</u>
	<u>Monthly</u>	<u>\$3,405.06</u>	<u>\$3,507.33</u>	<u>\$3,611.74</u>	<u>\$3,719.92</u>	<u>\$3,832.07</u>	<u>\$4,063.85</u>	<u>\$4,145.12</u>	<u>\$4,228.03</u>
	<u>Semi-monthly</u>	<u>\$1,702.53</u>	<u>\$1,753.66</u>	<u>\$1,805.87</u>	<u>\$1,859.96</u>	<u>\$1,916.04</u>	<u>\$2,031.92</u>	<u>\$2,072.56</u>	<u>\$2,114.01</u>
	<u>Hourly</u>	<u>\$19.64</u>	<u>\$20.23</u>	<u>\$20.84</u>	<u>\$21.46</u>	<u>\$22.11</u>	<u>\$23.45</u>	<u>\$23.91</u>	<u>\$24.39</u>

7	<u>Index</u>	<u>1.464</u>	<u>1.508</u>	<u>1.553</u>	<u>1.599</u>	<u>1.648</u>	<u>1.747</u>	<u>1.782</u>	<u>1.817</u>
	<u>Annual</u>	<u>\$44,946.33</u>	<u>\$46,297.88</u>	<u>\$47,675.04</u>	<u>\$49,102.89</u>	<u>\$50,584.41</u>	<u>\$53,621.90</u>	<u>\$54,694.34</u>	<u>\$55,788.22</u>
	<u>Monthly</u>	<u>\$3,745.53</u>	<u>\$3,858.16</u>	<u>\$3,972.92</u>	<u>\$4,091.91</u>	<u>\$4,215.37</u>	<u>\$4,468.49</u>	<u>\$4,557.86</u>	<u>\$4,649.02</u>
	<u>Semi-monthly</u>	<u>\$1,872.76</u>	<u>\$1,929.08</u>	<u>\$1,986.46</u>	<u>\$2,045.95</u>	<u>\$2,107.68</u>	<u>\$2,234.25</u>	<u>\$2,278.93</u>	<u>\$2,324.51</u>
	<u>Hourly</u>	<u>\$21.61</u>	<u>\$22.26</u>	<u>\$22.92</u>	<u>\$23.61</u>	<u>\$24.32</u>	<u>\$25.78</u>	<u>\$26.30</u>	<u>\$26.82</u>

8	<u>Index</u>	<u>1.575</u>	<u>1.638</u>	<u>1.704</u>	<u>1.772</u>	<u>1.843</u>	<u>1.916</u>	<u>1.993</u>	<u>2.073</u>
	<u>Annual</u>	<u>\$48,354.07</u>	<u>\$50,288.23</u>	<u>\$52,299.76</u>	<u>\$54,391.75</u>	<u>\$56,567.42</u>	<u>\$58,830.11</u>	<u>\$61,183.32</u>	<u>\$63,630.65</u>
	<u>Monthly</u>	<u>\$4,029.51</u>	<u>\$4,190.69</u>	<u>\$4,358.31</u>	<u>\$4,532.65</u>	<u>\$4,713.95</u>	<u>\$4,902.51</u>	<u>\$5,098.61</u>	<u>\$5,302.55</u>
	<u>Semi-monthly</u>	<u>\$2,014.75</u>	<u>\$2,095.34</u>	<u>\$2,179.16</u>	<u>\$2,266.32</u>	<u>\$2,356.98</u>	<u>\$2,451.25</u>	<u>\$2,549.30</u>	<u>\$2,651.28</u>
	<u>Hourly</u>	<u>\$23.25</u>	<u>\$24.18</u>	<u>\$25.14</u>	<u>\$26.15</u>	<u>\$27.20</u>	<u>\$28.28</u>	<u>\$29.42</u>	<u>\$30.59</u>

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APPENDIX B CLASSIFICATION AND SALARY RANGE TABLE

CLASSIFICATION		WORK UNIT	SALARY RANGE
Enrollment Services Generalist	ES	Enrollment Services	7
Enrollment Services Specialist	ES	Enrollment Services	7
Testing Services Specialist	SS	Student Services	7
Student Entry Specialist	SS	Student Services	7
Worksource Specialist	SS	Student Services	7
Tool Room Attendant	AS	Automotive Support	3
Automotive Customer Service/Motor Pool Specialist	AS	Automotive Support	6
Basic Studies Specialist	IS	Instructional Support	7
Data Clerk	IS	Instructional Support	6
<u>Print Shop & Mailroom Operator</u>	BO	Business Office	6
Fiscal Specialist	BO	Business Office	7
Cashier	BO	Business Office	6
Cashier II	BO	Business Office	7
Accounts Payable Clerk	BO	Business Office	6
Accounts Receivable Specialist	BO	Business Office	7
Financial Aid Fiscal Specialist	BO	Business Office	7
Financial Aid Clerk	FA	Financial Aid	5
Financial Aid Specialist	FA	Financial Aid	7
Library <u>Paraprofessional</u>	L	Library	4
Library Specialist	L	Library	6
Administrative Assistant I	AA	Administrative	4
Administrative Assistant III	AA	Administrative	6
CCE Marketing Assistant III	AA	Administrative	6
Administrative Assistant IV	AA	Administrative	7
Administrative Assistant V	AA	Administrative	8
Foundation Associate	F	Foundation	8
<u>Workfirst Services Specialist</u>	WE	Workforce ED	7

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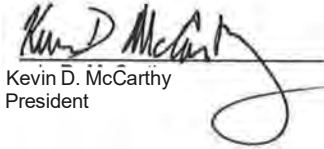
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Signed this 24th day of July, 2018.

FOR THE RENTON TECHNICAL COLLEGE

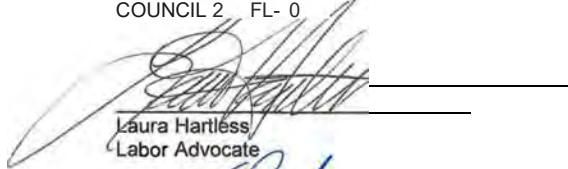


Debra Entenman, Chair
Board of Trustees

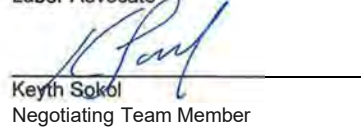


Kevin D. McCarthy
President

FOR WASHINGTON FEDERATION
OF STATE EMPLOYEES, AFSCME
COUNCIL 2 FL- 0



Laura Hartless
Labor Advocate



Keyth Sokol
Negotiating Team Member



Roy Zarroll
Negotiating Team Member

Colleen Arndt
Negotiating Team Member



Stacy Hamilton
Negotiating Team Member

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The parties agree to modify Article 24, Union Membership Dues/Fees Deductions of the 2018- 2021 Collective Bargaining Agreement between Renton Technical College and the Washington Federation of State Employees as follows:

UNION MEMBERSHIP AND DUES 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.

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.

Union Dues 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.

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

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BPR, SECTION 4, EL-2: POLICY TITLE: FINANCIAL CONDITION AND ACTIVITIES
DRAFT REVISIONS, April 2022

With respect to the actual, ongoing financial condition and activities, the President will promote fiscal integrity and avoid material deviation from Board-approved priorities

Accordingly, the President will:

1. Expend only those funds that have been approved by the Board in the fiscal year, unless the Board's approval to do otherwise has been obtained.
2. ~~Ensure that any debt incurred is kept at a level an amount greater than that which~~ can be repaid by certain and otherwise unencumbered revenues within the current year, or can be repaid from accounts specifically established for such purpose.
3. ~~Not make any single purchase or otherwise commit the College to any expenditure greater than one-half (1/2) of one percent (1%) of the College's current approved operating budget that deviates from the Board-adopted budget, without notifying the Board within 45 days of such expenditure. Notify the Board within 45 days of any expenditure greater than one-half (1/2) of one percent (1%) of the College's current approved operating budget that deviates from the Board-adopted budget. Splitting orders or obligations to avoid this limit is not acceptable.~~ Splitting orders or obligations to avoid this limit is not acceptable.
4. Maintain a cashflow reserve of at least one payroll cycle, plus one financial aid disbursement amount, plus one average month worth of non-payroll expenses.
5. Maintain an operating reserve of \$6,000,000 for approximately two months of expenditures based on general operating budget funds.
6. Maintain an emergency reserve of at least \$1,500,000 to support business continuity and operations during and after natural or manmade disasters, system failures, infrastructure failures, insufficient major capital-project funding, or unexpected revenue shortfalls.
7. Maintain an initiative reserve of at least \$1,500,000 for future institutional growth opportunities and investments which help advance the college's mission, objectives, and goals.
8. Maintain a variance reserve of surplus funds above those set aside for the cashflow, operating, emergency, and initiative reserves outlined above; variance funds can be expended at the President's discretion and shall be reported to the Board.
9. Promote fiscal integrity by expending College funds in a manner that will result in a zero or positive fund balance at the close of the fiscal year, unless Board approval for deficit spending from variance account in development of the fiscal-year budgets.
10. Promote comprehensive facilities planning and execute the resulting plans for the use of the College's physical plant in order to:
 - a. contribute to student learning,
 - b. assist in the attraction of new students and retention of existing students,
 - c. optimize the use of taxpayer-provided capital assets,
 - d. extend the useful life of existing structures to the greatest practical degree, and
 - e. promote a safe and healthy environment for students and staff.
11. Provide to the Board, monthly and annual reports of the College's current financial condition that will continually enhance the Board's ability to meet its fiduciary responsibility.

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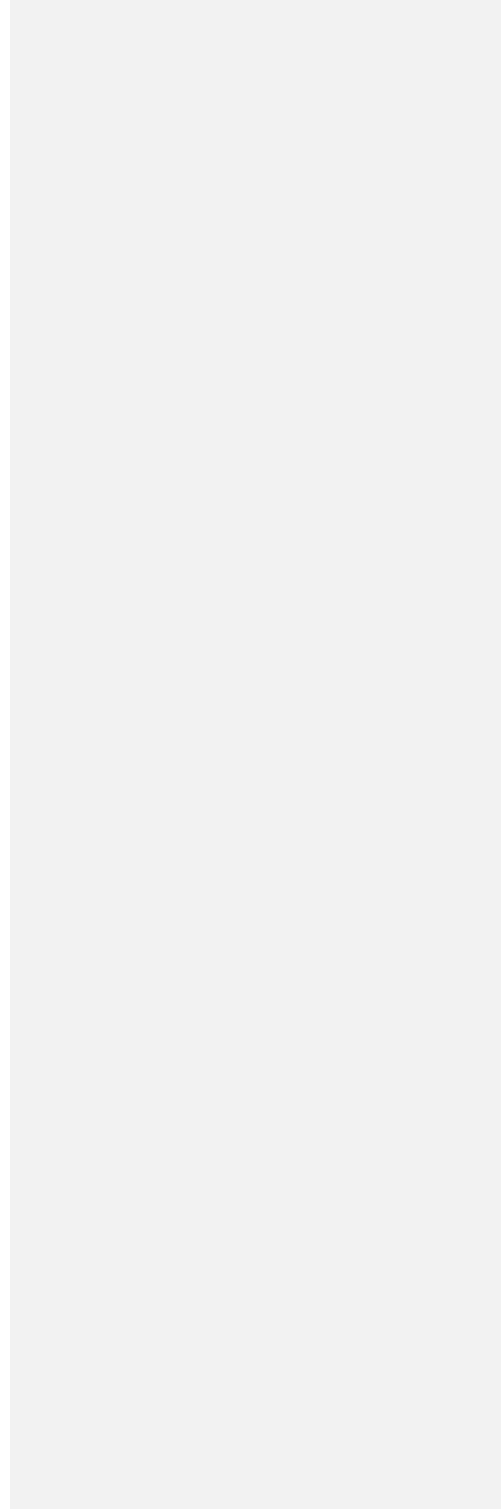
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Accept only gifts or grants that are in the best interest of the College, and not obligate the College to make future expenditures using

BPR, SECTION 4, EL-2: POLICY TITLE: FINANCIAL CONDITION AND ACTIVITIES
DRAFT REVISIONS, April 2022

funds other than those created by the gift or grant without Board approval.



POLICY TYPE: EXECUTIVE LIMITATIONS
POLICY TITLE: FINANCIAL CONDITION AND ACTIVITIES
POLICY NUMBER: EL-4

With respect to the actual, ongoing financial condition and activities, the President will promote fiscal integrity and avoid material deviation from Board-approved priorities

Accordingly, the President will:

1. Expend only those funds that have been approved by the Board in the fiscal year, unless the Board's approval to do otherwise has been obtained.
2. Ensure that any debt incurred is kept at a level that can be repaid by certain and otherwise unencumbered revenues within the current year, or can be repaid from accounts specifically established for such purpose.
3. Notify the Board within 45 days of any expenditure greater than one-half (1/2) of one percent (1%) of the College's current approved operating budget that deviates from the Board-adopted budget. Splitting orders or obligations to avoid this limit is not acceptable. Splitting orders or obligations to avoid this limit is not acceptable.
4. Maintain a cashflow reserve of at least one payroll cycle, plus one financial aid disbursement amount, plus one average month worth of non-payroll expenses.
5. Maintain an operating reserve of \$6,000,000 for approximately two months of expenditures based on general operating budget funds.
6. Maintain an emergency reserve of at least \$1,500,000 to support business continuity and operations during and after natural or man-made disasters, system failures, infrastructure failures, insufficient major capital-project funding, or unexpected revenue shortfalls.
7. Maintain an initiative reserve of at least \$1,500,000 for future institutional growth opportunities and investments which help advance the college's mission, objectives, and goals.
8. Maintain a variance reserve of surplus funds above those set aside for the cashflow, operating, emergency, and initiative reserves outlined above; variance funds can be expended at the President's discretion and shall be reported to the Board.
9. Promote fiscal integrity by expending College funds in a manner that will result in a zero or positive fund balance at the close of the fiscal year, unless Board approval for deficit spending from variance account in development of the fiscal-year budgets.

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10. Promote comprehensive facilities planning and execute the resulting plans for the use of the College's physical plant in order to:
 - a. contribute to student learning,
 - b. assist in the attraction of new students and retention of existing students,
 - c. optimize the use of taxpayer-provided capital assets,
 - d. extend the useful life of existing structures to the greatest practical degree, and
 - e. promote a safe and healthy environment for students and staff.
 11. Provide to the Board, monthly and annual reports of the College's current financial condition that will continually enhance the Board's ability to meet its fiduciary responsibility.

Accept only gifts or grants that are in the best interest of the College, and not obligate the College to make future expenditures using funds other than those created by the gift or grant without Board approval.

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Renton Technical College Board of Trustees Policy Manual

SECTION 4: BOARD-PRESIDENT RELATIONSHIP

TABLE OF CONTENTS

- BPR-1: GLOBAL BOARD PRESIDENT DELEGATION**
- BPR-2: UNITY OF CONTROL**
- BPR-3: ACCOUNTABILITY OF THE PRESIDENT**
- BPR-4: DELEGATION TO THE PRESIDENT**
- BPR-5: MONITORING PRESIDENTIAL PERFORMANCE**
- BPR-6: ACTING PRESIDENT**
- BPR-7: BOARD TRAVEL**



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP
POLICY TITLE: GLOBAL BOARD PRESIDENT DELEGATION
POLICY NUMBER: BPR-1

The Board's sole official connection to Renton Technical College, its operational achievements and conduct, will be through the President of Renton Technical College.



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP
POLICY TITLE: UNITY OF CONTROL
POLICY NUMBER: BPR-2

Only official motions passed by the Board of Trustees are binding on the President of Renton Technical College.

Accordingly:

1. Decisions or instructions by individual Board members, officers, or committees are not binding on the President of the college, except in rare instances when the Board has specifically authorized such exercise of authority.
2. In the event Board members or committees request information or assistance with Board authorization, the President may refuse such requests that require, in the President's opinion, a material amount of staff time or funds, or are disruptive.



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP
POLICY TITLE: ACCOUNTABILITY OF THE PRESIDENT
POLICY NUMBER: BPR-3

The President is the chief executive officer of the College. The Board will instruct the President through written policies, delegating to the President the authority to implement them, within the boundaries of prudence, ethics, laws and regulations. The President is accountable to the Board as a body. The President is the Board's single official link with operational achievements and conduct. Therefore, all authority and accountability of staff, as far as the Board is concerned, is the authority and accountability of the President.

Accordingly, the Board will:

1. Annually set realistic and achievable goals for the President.
2. Annually communicate these goals to the campus.
3. Not give instructions to persons who report directly or indirectly to the President.
4. Not evaluate any staff, formally or informally, other than the President.
5. View the President's performance as identical to the college performance. Therefore, the college's accomplishment of the Board-stated Goals and in compliance with *Executive Limitations*, as defined in Section 2, will be viewed as successful Presidential performance.



Renton Technical College

Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP
POLICY TITLE: DELEGATION TO THE PRESIDENT
POLICY NUMBER: BPR-4

The Board will delegate its authority and accountability for College operations to the President of Renton Technical College. The Board considers all authority over and accountability of employees to be the responsibility of the President.

Accordingly:

1. As long as the President uses any reasonable interpretation of the Board's Goals and Executive Limitations policies, the President is authorized to establish all administrative policies and procedures, make all decisions, take all actions, establish all practices, and develop all activities. The Board will never prescribe organizational means to the President.
2. The Board may change its Goals and Executive Limitations policies, thereby shifting the boundary between Board and President domains. By so doing, the Board changes the latitude of choice given to the President. As long as any particular delegation is in place, the Board and its members will respect and support the President's choices. The Board is not prevented from obtaining information in the delegated areas except where confidentiality prohibits.
3. Only those decisions of the Board acting as a body are binding upon the President.
4. If the President deems that a waiver of a Board policy is in the best interest of the College, the President shall apply to the Board for one.



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP
POLICY TITLE: MONITORING PRESIDENTIAL PERFORMANCE
POLICY NUMBER: BPR-5

Monitoring executive performance is synonymous with monitoring organizational performance with reference to Board policies regarding Goals and Executive Limitations. The Board will monitor performance to ensure policy compliance, including accomplishments of Goals. The Board may formally or informally evaluate the President's performance based on monitoring data.

Accordingly:

1. The purpose of monitoring is to determine the degree to which Board policies are being met. Information not dealing with the degree to which Board policies are being fulfilled will not be considered.
2. Monitoring will be done as routinely as possible.
3. Monitoring will be done in a way that permits the Board to use most of its time creating the future rather than reviewing the past.
4. The Board will acquire monitoring information for a given policy in one or more of three ways:
 - a. *Internal Reports*, in which the President discloses to the Board, interpretations and compliance information. Internal reports may include, but not be limited to:
 - Institutional data collection
 - Community surveys
 - Placement data
 - Assessment of student learning
 - Financial reports
 - Data on service to constituents
 - Goal achievement data
 - Additional relevant data to support compliance as requested by the Board
 - b. *External Reports*, in which disclosure of compliance information by an external auditor or other persons or entities external to the institution. External reports may include, but not be limited to:
 - Audit reports
 - Licensing examination results
 - Accreditation reports
 - Transfer data
 - Additional relevant data to support compliance as requested by the Board



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP

POLICY TITLE: MONITORING PRESIDENTIAL PERFORMANCE

POLICY NUMBER: BPR-5 (CONTINUED)

- c. *Direct Board Inspection*, where assessment of compliance is made by a designated Board member(s), a committee, or the Board as a whole. This discovery is a Board-directed inspection of documents, activities, or circumstances to test policy compliance.
5. The Board will judge in all cases, the reasonableness of the President's interpretation, and whether data demonstrate the accomplishment of the interpretation.
6. The standard for compliance for the Board policy being monitored will be *any reasonable* President interpretation. The Board is the final judge of "reasonableness". The Board will always judge with a "reasonable person" test and not with interpretations favored by individual board members.
7. Any policy can be monitored by any method at any time. For regular monitoring however, the Board will classify each Goals and each Executive Limitations policy according to frequency and method to be applied.



Renton Technical College Board of Trustees Policy Manual

POLICY TYPE: BOARD-PRESIDENT RELATIONSHIP

POLICY TITLE: ACTING PRESIDENT

POLICY NUMBER: BPR-6

The Board will not be left without a President.

Accordingly:

1. If the President is off campus for more than one day, he/she will, prior to the absence, delegate his/her authority to a Vice-President to serve as acting President for short periods of time, not to exceed 30 consecutive working days at a time.
2. If no Vice-President is available, the President will delegate his/her authority consistent with #1 to a dean or director the president considers to be capable of fulfilling such responsibilities of a President.
3. The Board will, upon the resignation, termination, incapacity or death of the current President, appoint an acting, interim or permanent President.

-
10. Promote comprehensive facilities planning and execute the resulting plans for the use of the College's physical plant in order to:
 - a. contribute to student learning,
 - b. assist in the attraction of new students and retention of existing students,
 - c. optimize the use of taxpayer-provided capital assets,
 - d. extend the useful life of existing structures to the greatest practical degree, and
 - e. promote a safe and healthy environment for students and staff.
 11. Provide to the Board, monthly and annual reports of the College's current financial condition that will continually enhance the Board's ability to meet its fiduciary responsibility.

Accept only gifts or grants that are in the best interest of the College, and not obligate the College to make future expenditures using funds other than those created by the gift or grant without Board approval.

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RENTON
TECHNICAL
COLLEGE®

3000 NE 4th St.
Renton, WA 98056-4123

(425) 235-2352
RTC.EDU

June 15, 2022

Board of Trustees
Renton Technical College

Renton Technical College's operating budget for the 2022-2023 fiscal year is \$42,205,257, including \$1,539,443 of enterprise account budgets, and \$2,454,124 of grants and contracts budgets. The College requests to balance the budget by drawing on funds from the variance account in the amount of 1,259,965 in addition to revenues from State allocation, tuition, fees, Running Start, enterprise services, and grants and contracts. This shall be in alignment with Board Policy Manual section 4, EL-2.9.

Beginning in FY20, RTC began to experience the adverse effects that the COVID-19 pandemic had on our enrollments, enterprise services, and the greater economy. The effects have continued through this fiscal year and have affected our revenue forecasts. Tuition and fee revenue projections, which are based on historical trends, current enrollment, current revenue trends, actuals, and changes in educational programs, were increased by a combined \$390,500 from the previous year's projection. This increase does not indicate increased enrollment, but rather the allowable increase in tuition of 2.4 percent. The Running Start and High School Plus revenue projection was increased by \$300,000 from the previous year to \$1,102,000.

Our current expenditure budget includes increases and decreases. It includes approximately \$4,631,804 in wage increases, such as step increases, and a 4.743% legislatively-approved increase for represented employees and local monies to match that for exempt employees. It also includes the retention of the majority of HEERF and ctLink backfill positions, as well as investing in new positions aimed at increasing enrollments and future revenue. The utility budget was increased to reflect students and staff returning back to campus.

The crafting of this budget was in the context of the board reserves policy that is currently being modified and some of those funds, especially in the discretionary variance account, will help both support operations in the coming year, specifically as we look ahead to the migration to ctLink, and to provide a buffer to uncertainties in the future.

Sincerely,

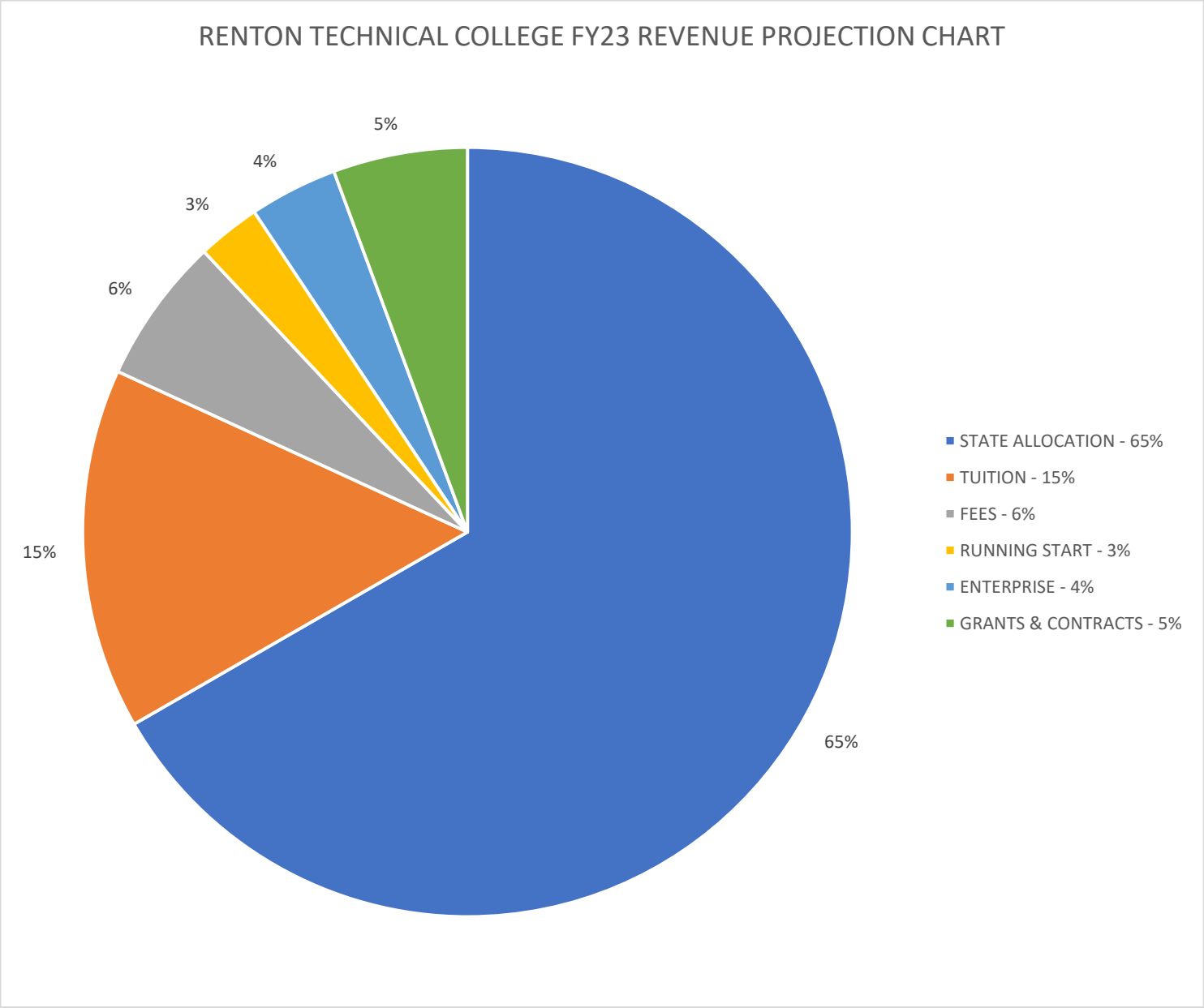
A handwritten signature in blue ink that reads "Kevin D. McCarthy".

Kevin D. McCarthy, Ph.D.
President

RENTON TECHNICAL COLLEGE FY23 REVENUE PROJECTION

FY23 FUND SOURCES	AMOUNT	PERCENT OF TOTAL	FY23 BUDGET TOTAL	SURPLUS/(DEFICIT)
STATE ALLOCATION				
BASE ALLOCATION	\$ 17,178,397	40%		
EARMARKS & PROVISOS	\$ 10,203,959	24%		
CAPITAL ALLOC FOR OPS	\$ 323,900	1%		
TUITION	\$ 6,305,850	15%		
FEEES	\$ 2,554,030	6%		
RUNNING START/HS+	\$ 1,102,000	3%		
ENTERPRISE	\$ 1,539,443	4%		
GRANTS & CONTRACTS	\$ 2,345,213	5%		
VARIANCE	\$ 1,259,965	3%		
	\$ 42,812,757	100%	\$ 42,812,757	\$ 0

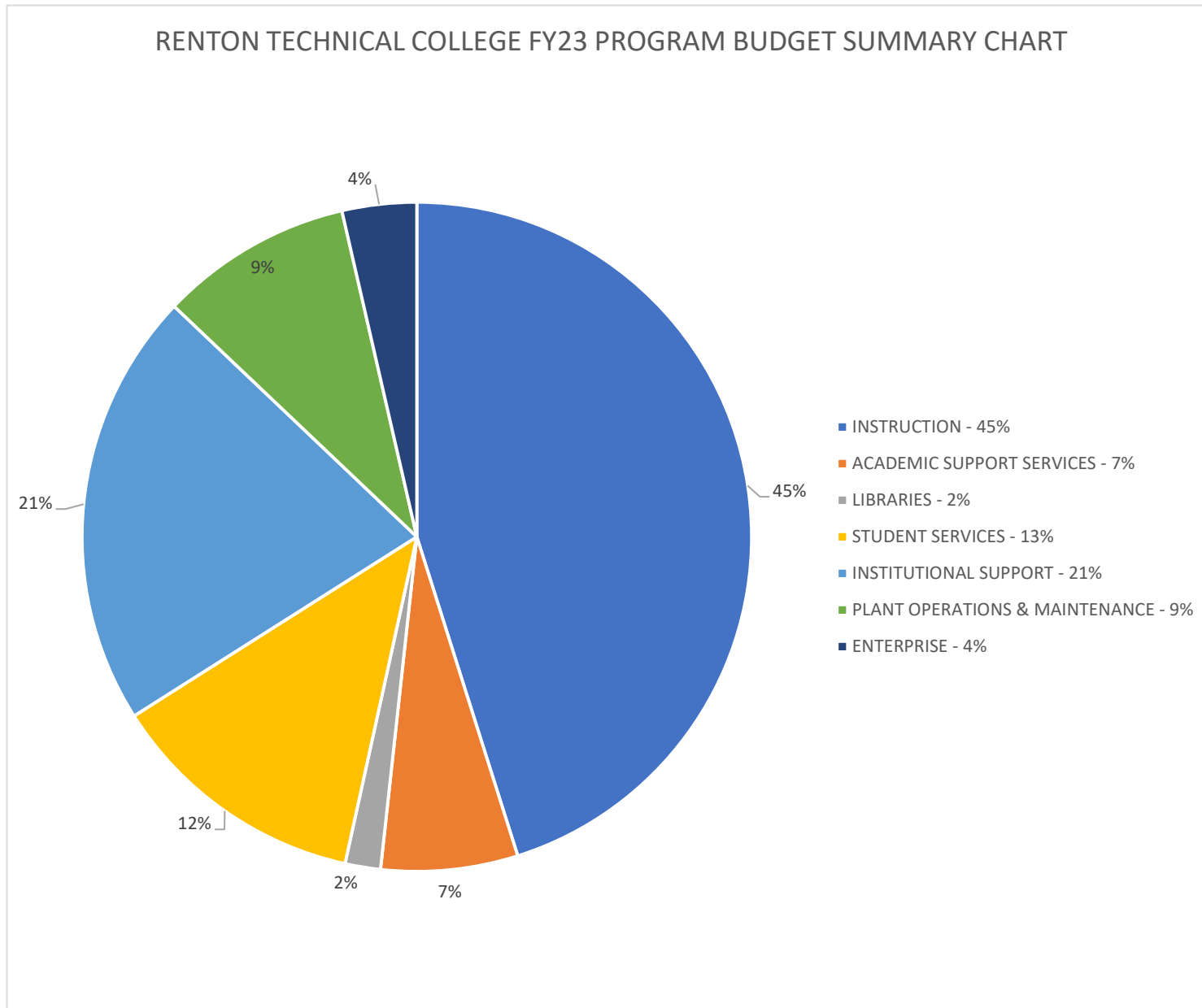
RENTON TECHNICAL COLLEGE FY23 REVENUE PROJECTION CHART



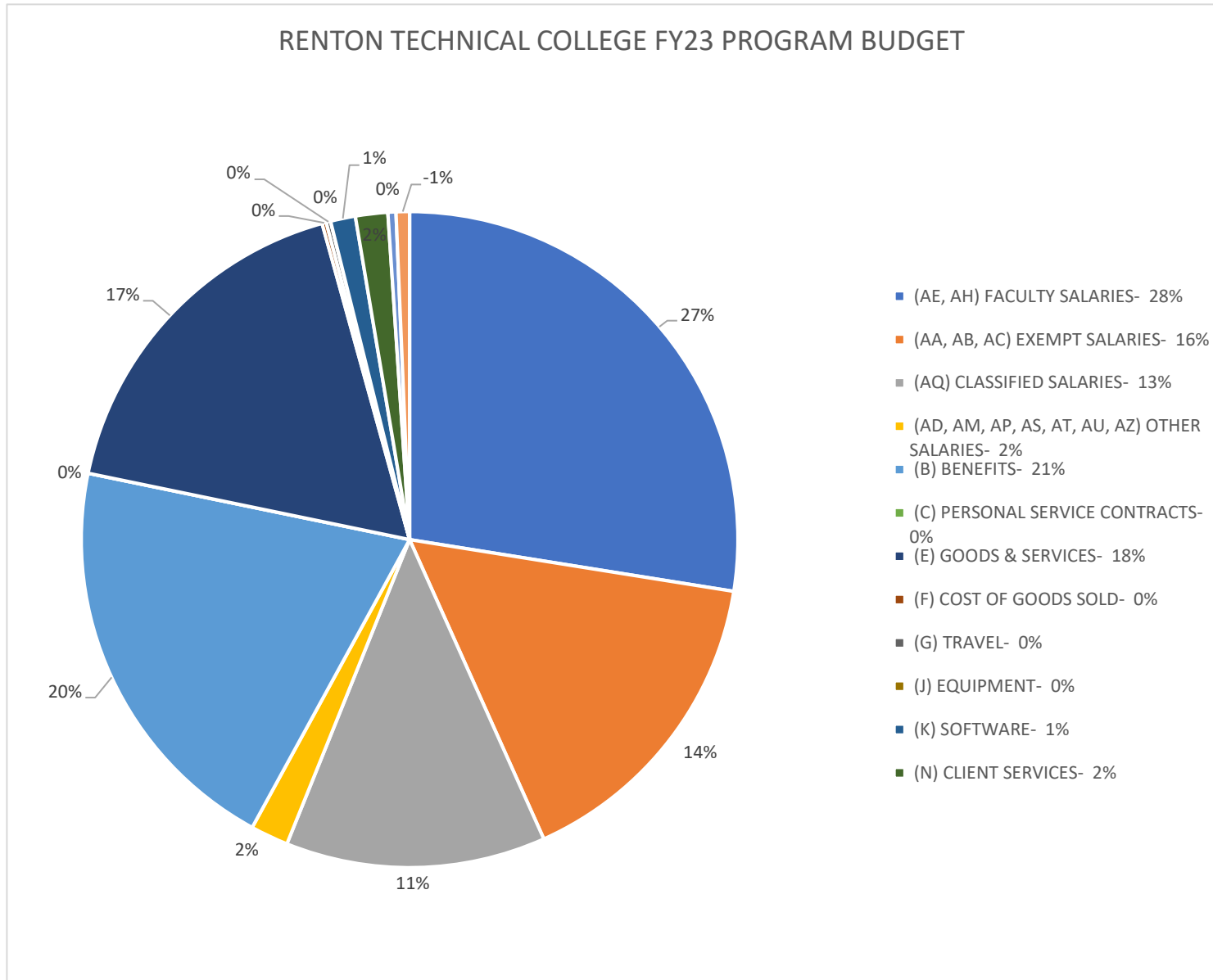
RENTON TECHNICAL COLLEGE FY23 PROGRAM BUDGET SUMMARY

PRG CODE	PROGRAM GROUP	ADOPTED		ADOPTED		ADOPTED		ADOPTED		PROPOSED	
		2018-19	PERCENT	2019-20	PERCENT	2020-21	PERCENT	2021-22	PERCENT	2022-23	PERCENT
01X	INSTRUCTION	\$ 16,998,731	48%	\$ 18,500,299	50%	\$ 18,332,645	48%	\$ 19,176,449	47%	\$ 19,319,619	45%
04X	ACADEMIC SUPPORT SERVICES	\$ 2,073,609	6%	\$ 2,166,037	6%	\$ 2,223,997	6%	\$ 2,632,746	7%	\$ 2,827,784	7%
05X	LIBRARIES	\$ 596,958		\$ 632,874	2%	\$ 649,269	2%	\$ 699,930	2%	\$ 732,555	2%
06X	STUDENT SERVICES	\$ 3,090,995	9%	\$ 3,837,186	10%	\$ 4,658,578	12%	\$ 5,238,748	13%	\$ 5,380,008	13%
08X	INSTITUTIONAL SUPPORT	\$ 6,067,216	17%	\$ 6,172,666	17%	\$ 6,308,582	17%	\$ 6,991,096	17%	\$ 9,028,008	21%
09X	PLANT OPERATIONS & MAINTENANCE	\$ 3,610,628	10%	\$ 3,751,047	10%	\$ 3,645,687	10%	\$ 3,859,712	10%	\$ 3,985,340	9%
2XX	ENTERPRISE	\$ 2,765,659	8%	\$ 2,062,240	6%	\$ 2,059,255	5%	\$ 1,852,138	5%	\$ 1,539,443	4%
		\$ 35,203,796		\$ 37,122,349		\$ 37,878,013		\$ 40,450,819		\$ 42,812,757	

RENTON TECHNICAL COLLEGE FY23 PROGRAM BUDGET SUMMARY CHART



RENTON TECHNICAL COLLEGE FY23 PROGRAM BUDGET CHART



RENTON TECHNICAL COLLEGE FY23 PROGRAM BUDGET

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
INSTRUCTION													
011	22020	Medical Asst WR	\$ 101,496	\$ 35,524	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23001	Accounting	\$ 114,873	\$ 40,206	\$ -	\$ 2,475	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -
011	23002	Admin Office Mgmt	\$ 121,067	\$ 42,373	\$ -	\$ 855	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23003	Legal Asst Evening	\$ 140,377	\$ 49,132	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23004	Medical Office Prog	\$ 228,702	\$ 80,046	\$ -	\$ 7,505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23012	Inst Travel Wakefield	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
011	23006	Early Childhood Eve	\$ 198,659	\$ 69,531	\$ -	\$ 3,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22001	Dental Asst	\$ 351,915	\$ 123,170	\$ -	\$ 64,028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22002	Pharmacy Tech	\$ 107,098	\$ 37,484	\$ -	\$ 10,307	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22003	Surgical Tech	\$ 228,928	\$ 80,125	\$ -	\$ 18,339	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22004	Medical Asst Prep	\$ 238,562	\$ 83,497	\$ -	\$ 16,245	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22005	Anesthesia Tech	\$ 88,926	\$ 31,124	\$ -	\$ 45,782	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22006	Registered Nurse	\$ -	\$ -	\$ -	\$ 34,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	22007	Massage Therapy	\$ 134,869	\$ 47,204	\$ -	\$ 9,310	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	24010	Instructional Travel IT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23007	Math	\$ 350,590	\$ 122,707	\$ -	\$ 6,145	\$ -	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -
011	23008	Communication	\$ 396,596	\$ 138,809	\$ -	\$ 2,882	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23009	Soc Science	\$ 252,960	\$ 88,536	\$ -	\$ 2,565	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
011	23010	Nat Science	\$ 400,659	\$ 140,231	\$ -	\$ 15,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21001	Aerospace 1000FTE	\$ 233,246	\$ 81,636	\$ -	\$ 19,033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24020	Computer Science WR	\$ 56,898	\$ 19,914	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24021	Network Tech WR	\$ 173,058	\$ 60,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21002	Bldg Engineering	\$ 121,643	\$ 42,575	\$ -	\$ 36,025	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
012	23022	Auto Tech WR	\$ 112,144	\$ 39,251	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	26001	Professional Baking	\$ 101,704	\$ 35,597	\$ -	\$ 9,500	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	26002	Culinary Arts	\$ 270,243	\$ 94,585	\$ -	\$ 27,450	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21003	Regional Justice Center	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	26003	Inst Travel Medbury	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,640	\$ -	\$ -	\$ -	\$ -	\$ -
012	21017	Instructional Travel - Matson	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22008	Central Service Tech	\$ 50,178	\$ 17,562	\$ -	\$ 8,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22009	Certified Nursing Asst	\$ -	\$ -	\$ -	\$ 4,750	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -
012	22010	Phlebotomy	\$ 136,635	\$ 47,822	\$ -	\$ 9,309	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22016	Health Clinical Engin	\$ 35,000	\$ 12,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22012	Vet Assst	\$ 45,160	\$ 15,806	\$ -	\$ 5,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22014	Health Program Mgmt	\$ 42,000	\$ 14,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22015	Instructional Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -
012	21004	Surveying Engineer	\$ 146,424	\$ 51,248	\$ -	\$ 9,512	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24001	Computer Science	\$ 421,932	\$ 147,676	\$ -	\$ 10,550	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -
012	24002	Engineering Des Tech	\$ 218,671	\$ 76,535	\$ -	\$ 8,169	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24003	Computer Network	\$ 274,438	\$ 96,053	\$ -	\$ 3,325	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24004	BAS-Appl Dev	\$ 143,173	\$ 50,111	\$ -	\$ 11,125	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	24005	BAS-Comp Network Arch	\$ 209,742	\$ 73,410	\$ -	\$ 4,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21005	BIRT	\$ 97,698	\$ 34,194	\$ -	\$ 21,660	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21006	Ford Assset	\$ 201,395	\$ 70,488	\$ -	\$ 17,004	\$ -	\$ 1,960	\$ -	\$ -	\$ -	\$ -	\$ -
012	21007	Auto Body Repair	\$ 112,932	\$ 39,526	\$ -	\$ 30,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21008	Automotive Tech	\$ 197,263	\$ 69,042	\$ -	\$ 82,394	\$ -	\$ 4,320	\$ -	\$ 50,000	\$ -	\$ -	\$ -
012	21009	Constructions Trade Prep	\$ 87,053	\$ 30,469	\$ -	\$ 6,175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21010	Machine Tech/CNC	\$ 183,401	\$ 64,190	\$ -	\$ 43,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT	GOOD & SERVICES	COST OF GOODS	TRAVEL	EQUIP	SOFTWARE	CLIENT SVCS	DEBT SVC	FND TRANS
					C	E	F	G	J	K	N	P	T
012	21011	Major Appl/Refr Tech	\$ 11,555	\$ 4,044	\$ -	\$ 20,852	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21012	Mechatronics	\$ -	\$ -	\$ -	\$ 19,250	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -
012	21013	Welding	\$ 285,916	\$ 100,071	\$ -	\$ 149,722	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	19000	Construction Center of Exc	\$ 119,348	\$ 41,772	\$ -	\$ 4,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21019	AEROSPACE PROGRAM	\$ -	\$ -	\$ -	\$ 11,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21014	Construction Management	\$ 100,874	\$ 35,306	\$ -	\$ 7,135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21015	Workforce Dev	\$ 64,556	\$ 22,594	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	15010	Instruction Subs FT	\$ 160,241	\$ 56,084	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	23011	Supplemental - Hum Svcs	\$ 54,885	\$ 19,210	\$ -	\$ 475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	22013	First Aid	\$ 26,453	\$ 9,259	\$ -	\$ 8,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21030	Apprenticeship	\$ 20,884	\$ 7,310	\$ -	\$ 975,900	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
012	24006	Supplemental Tech	\$ 35,086	\$ 12,280	\$ -	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
012	21018	Supplemental T&I	\$ 172,767	\$ 60,468	\$ -	\$ 4,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
014	20210	Stu Funded-Elearning	\$ 109,769	\$ 38,419	\$ -	\$ 21,500	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
014	20220	Stu Funded-Bus Ed	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
014	20240	Stu Funded-Health	\$ 6,767	\$ 2,368	\$ -	\$ 475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
014	20250	Stu Funded-Tech	\$ 17,277	\$ 6,047	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
014	20260	Stu Funded-T&I	\$ 23,036	\$ 8,063	\$ -	\$ 9,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
014	20261	Stu Funded-Mechatronics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
016	37010	Tutoring Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
018	25002	IBest	\$ 383,379	\$ 134,183	\$ -	\$ 5,475	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
018	25001	Adult Ed	\$ 2,274,856	\$ 796,200	\$ -	\$ 44,000	\$ -	\$ 4,800	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 10,995,957	\$ 3,848,585	\$ -	\$ 1,918,132	\$ 90,000	\$ 35,780	\$ -	\$ 57,500	\$ -	\$ -	\$ -

SUB TOTAL: \$ 16,945,954

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
ACADEMIC SUPPORT SERVICES													
041	16002	Computer Lab	\$ -	\$ -	\$ -	\$ -	25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
041	16001	Instructional Computing	\$ 90,982	\$ 31,844	\$ -	\$ -	19,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	22040	Ancillary-Dental	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	22041	Ancillary-Massage	\$ -	\$ -	\$ -	\$ -	2,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21040	Ancillary-BIRT	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21042	Ancillary-Autobody	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21044	Ancillary-Automotive	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21048	Ancillary-Welding	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21045	Ancillary-Const Trade	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21047	Ancillary-MART	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	21046	Ancillary-Machine	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
042	18000	Library	\$ -	\$ -	\$ -	\$ -	5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
043	20001	Innovative Teaching	\$ 88,332	\$ 30,916	\$ -	\$ -	18,000	\$ -	4,000	\$ -	\$ -	\$ -	\$ -
043	20002	Instructional Admin	\$ 1,788,637	\$ 626,023	\$ -	\$ -	22,700	\$ -	13,550	\$ -	\$ -	\$ -	\$ -
045	20003	Student Achievment Init	\$ -	\$ -	\$ -	\$ -	60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 1,967,951	\$ 688,783	\$ -	\$ 153,500	\$ -	\$ 17,550	\$ -	\$ -	\$ -	\$ -	\$ -
													SUB TOTAL: \$ 2,827,784
LIBRARIES													
051	18000	Library	\$ 469,041	\$ 164,164	\$ -	\$ -	71,050	\$ -	300	\$ -	28,000	\$ -	\$ -
052	1X0X	ART & ART PRESERV.	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 469,041	\$ 164,164	\$ -	\$ 71,050	\$ -	\$ 300	\$ -	\$ 28,000	\$ -	\$ -	\$ -
													SUB TOTAL: \$ 732,555

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
STUDENT SERVICES													
061	20400	Guided Pathways	\$ 158,215	\$ 55,375	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	80040	Running Start	\$ -	\$ -	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	36000	Disability Resources	\$ 77,872	\$ 27,255	\$ -	\$ 2,575	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -
061	36001	Accomodations	\$ -	\$ -	\$ -	\$ 207,780	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ -
061	20810	Course Pass Thru Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	20802	Med Mal Ins	\$ -	\$ -	\$ -	\$ 1,676	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	20803	Gen Liability	\$ -	\$ -	\$ -	\$ 419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	36002	Veteran's Services	\$ 93,014	\$ 32,555	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
061	21016	Workforce Management	\$ 348,378	\$ 121,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 689,560	\$ -	\$ -
062	38100	Op Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
062	37000	Student Equity	\$ 58,677	\$ 20,537	\$ -	\$ 8,000	\$ -	\$ 1,024	\$ -	\$ -	\$ -	\$ -	\$ -
063	33010	Testing Rev	\$ 69,416	\$ 24,296	\$ -	\$ 9,000	\$ -	\$ 45	\$ -	\$ -	\$ -	\$ -	\$ -
063	20809	Clinical Placement	\$ 101,865	\$ 35,653	\$ -	\$ 24,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
063	20810	Course Pass Thru Fees	\$ -	\$ -	\$ -	\$ 13,585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
063	31000	Counseling/Advising	\$ 550,483	\$ 192,669	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
063	33000	Testing	\$ 96,848	\$ 33,897	\$ -	\$ 3,700	\$ -	\$ 73	\$ -	\$ -	\$ -	\$ -	\$ -
064	38000	Financial Aid	\$ 555,307	\$ 194,357	\$ -	\$ 31,570	\$ -	\$ 6,288	\$ -	\$ -	\$ -	\$ -	\$ -
065	32000	Enrollment Services	\$ 630,581	\$ 220,703	\$ -	\$ 14,800	\$ -	\$ 365	\$ -	\$ -	\$ -	\$ -	\$ -
065	31010	Outreach/Entry Services	\$ 389,013	\$ 136,154	\$ -	\$ 24,600	\$ -	\$ 307	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 3,129,668	\$ 1,095,384	\$ -	\$ 370,835	\$ -	\$ 10,102	\$ -	\$ 4,000	\$ 689,560	\$ -	\$ -
											SUB TOTAL:	\$ 5,299,549	\$ -

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
INSTITUTIONAL SUPPORT													
081	11100	Gen Admin & Support	\$ 1,062,643	\$ 371,925	\$ -	\$ 1,094,625	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -
081	12000	Board of Trustees	\$ -	\$ -	\$ -	\$ 6,302	\$ -	\$ 639	\$ -	\$ -	\$ -	\$ -	\$ -
081	20000	VP Support	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
082	70020	Use Tax	\$ -	\$ -	\$ -	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
082	41000	Business Office	\$ 644,257	\$ 225,490	\$ -	\$ 62,300	\$ -	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ -
082	15003	Commuter Services	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
083	15020	Unemployment Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
083	16003	Communications	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
083	21031	Motor Pool	\$ 486	\$ 170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
083	40040	ctcLink Support	\$ 396,374	\$ 138,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
083	41010	Print Shop/Mailroom	\$ 41,877	\$ 14,657	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
083	41020	Purchasing	\$ 75,936	\$ 26,578	\$ -	\$ 10,850	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
083	15000	Human Resources	\$ 688,274	\$ 240,896	\$ -	\$ 93,000	\$ -	\$ 1,097	\$ -	\$ -	\$ -	\$ -	\$ -
083	13000	Institutional Planning & Res	\$ 264,277	\$ 92,497	\$ -	\$ 19,200	\$ -	\$ 914	\$ -	\$ -	\$ -	\$ -	\$ -
085	14000	Comm/Marketing	\$ 254,704	\$ 89,146	\$ -	\$ 201,000	\$ -	\$ 790	\$ -	\$ -	\$ -	\$ -	\$ -
085	17000	Foundation	\$ 107,260	\$ 37,541	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
085	17001	Foundation Support	\$ 55,861	\$ 19,551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
086	16000	Information Technology	\$ 908,847	\$ 318,097	\$ -	\$ 504,075	\$ -	\$ 1,189	\$ -	\$ 383,350	\$ -	\$ -	\$ -
086	16010	ctcLink Fee	\$ -	\$ -	\$ -	\$ 79,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 4,500,798	\$ 1,575,279	\$ -	\$ 2,512,352	\$ -	\$ 21,229	\$ -	\$ 418,350	\$ -	\$ -	\$ -
SUB TOTAL:												\$ 9,028,008	
PLANT OPERATIONS & MAINTENANCE													
091	40205	Utilities	\$ -	\$ -	\$ -	\$ 1,050,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
092	42000	Facilities	\$ 538,762	\$ 188,567	\$ -	\$ 258,000	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
093	42010	Custodial	\$ 783,811	\$ 274,334	\$ -	\$ 118,000	\$ -	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -
094	42040	Insurance	\$ -	\$ -	\$ -	\$ 45,050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
095	42020	Grounds	\$ 113,869	\$ 39,854	\$ -	\$ 42,000	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -
096	40060	Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,400	\$ -
097	34000	Campus Security	\$ 358,389	\$ 125,436	\$ -	\$ 52,783	\$ -	\$ 274	\$ -	\$ 7,183	\$ -	\$ -	\$ (286,877)
098	40070	Freight/Receiving	\$ -	\$ -	\$ -	\$ 25,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
098	40050	Facility Rental/Lease	\$ -	\$ -	\$ -	\$ 78,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 1,794,831	\$ 628,191	\$ -	\$ 1,669,337	\$ -	\$ 1,274	\$ -	\$ 7,183	\$ -	\$ 171,400	\$ (286,877)
SUB TOTAL:												\$ 3,985,340	

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
ENTERPRISE SERVICES													
252	60010	Security Fees	\$ -	\$ -	\$ -	\$ -	\$ 62,950	\$ -	\$ -	\$ -	\$ 7,950	\$ -	\$ -
262	60000	Enterprise Services	\$ 595,655	\$ 208,479	\$ -	\$ 85,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35001	Stud Programs & Eng	\$ -	\$ -	\$ -	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35002	Assoc Student Govt	\$ -	\$ -	\$ -	\$ 12,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35003	Multi-Cultural Planning	\$ 59,788	\$ 20,926	\$ -	\$ 27,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35004	Textbook	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35005	Stud Org Resource	\$ 79,347	\$ 27,772	\$ -	\$ 35,500	\$ -	\$ 5,489	\$ -	\$ -	\$ -	\$ -	\$ -
264	35006	RTC Student Ambassador	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35007	LRCC	\$ 77,954	\$ 27,284	\$ -	\$ 13,500	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ -
264	35008	ASG New Student	\$ -	\$ -	\$ -	\$ 14,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35009	ASG-Women of Merit	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35010	ASG-Men of Merit	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35011	ASG-Diversity, Equity, Inclusion	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
264	35015	ASG-Fund Balance	\$ -	\$ -	\$ -	\$ 88,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 812,744	\$ 284,460	\$ -	\$ 426,300	\$ -	\$ 5,489	\$ -	\$ 10,450	\$ -	\$ -	\$ -
SUB TOTAL:												\$	1,539,443

CLASS CODE	DEPARTMENT CODE	PROGRAM TITLE	SALARIES	EMPLOY BEN	PERSONAL SERV CONT C	GOOD & SERVICES E	COST OF GOODS F	TRAVEL G	EQUIP J	SOFTWARE K	CLIENT SVCS N	DEBT SVC P	FND TRANS T
GRANTS & CONTRACTS													
018	80015	BEDA Master	\$ 329,967	\$ 115,489	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
018	80216	BEDA IEL Civics	\$ 80,676	\$ 28,237	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	40020	Indirect	\$ 70,787	\$ 24,775	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80003	Early Achiever Grant	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
111	80004	BFET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80022	App Connect NW NSF	\$ 4,095	\$ 1,433	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80023	WorkFirst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80030	Perkins	\$ 6,911	\$ 2,419	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80040	Running Start	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
111	80050	HS Re-engagement	\$ 41,927	\$ 14,675	\$ -	\$ 95,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80051	KENT SD OPEN DOORS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
111	80055	DFTC	\$ 262,248	\$ 91,787	\$ -	\$ 346,265	\$ -	\$ -	\$ -	\$ 5,500	\$ -	\$ -	\$ -
111	80202	Cont Fund-ISD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80006	ABAWD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80010	Amer Appr Initiative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80023	WorkFirst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80030	Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80203	Cont Funded-health	\$ 5,786	\$ 2,025	\$ -	\$ 1,282	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80204	Cont Funded-Tech	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	80205	Cont Funded-T&I	\$ 119,111	\$ 41,689	\$ -	\$ 3,420	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80013	BEDA - Professional Development	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80015	BEDA Master	\$ 38,094	\$ 13,333	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80030	Perkins	\$ 65,652	\$ 22,978	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80209	Cont Funded-ABE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80210	Cont Funded-LEP	\$ 88,407	\$ 30,942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
118	80211	Cont Funded-KC	\$ 17,857	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
143	80023	WorkFirst	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
143	80026	IREPO	\$ 73,504	\$ 25,726	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
143	80030	Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
144	80025	IND BASED PROF DEVEL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
144	80030	Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
145	80030	Perkins	\$ 1,152	\$ 403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
151	80030	Perkins	\$ 58,488	\$ 20,471	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
161	80019	Sparks GP	\$ 57,753	\$ 20,214	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
161	80030	Perkins	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
164	38112	WF Work Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
164	80023	WorkFirst	\$ 152,902	\$ 53,516	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
171	38400	Student Loan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -
171	80021	Corr Ed	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 1,475,316	\$ 516,361	\$ -	\$ 453,847	\$ -	\$ 3,100	\$ -	\$ 5,500	\$ -	\$ -	\$ -
SUB TOTAL:												\$ 2,454,124	
			\$ 25,146,306	\$ 8,801,207	\$ -	\$ 7,575,353	\$ 90,000	\$ 94,824	\$ -	\$ 530,983	\$ 689,560	\$ 171,400	\$ (286,877)
GRAND TOTAL:												\$ 42,812,757	

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: **6. DISCUSSION/REPORTS**

SUBJECT:

BOARD CONSIDERATION	
X	Information
	Action

BACKGROUND:

A. Administration/Finance

Vice President Jackson will provide an update on the monthly operating reports for April 2022.

B. President

Dr. McCarthy will provide a report subsequent to the May 18, 2022 Board meeting.

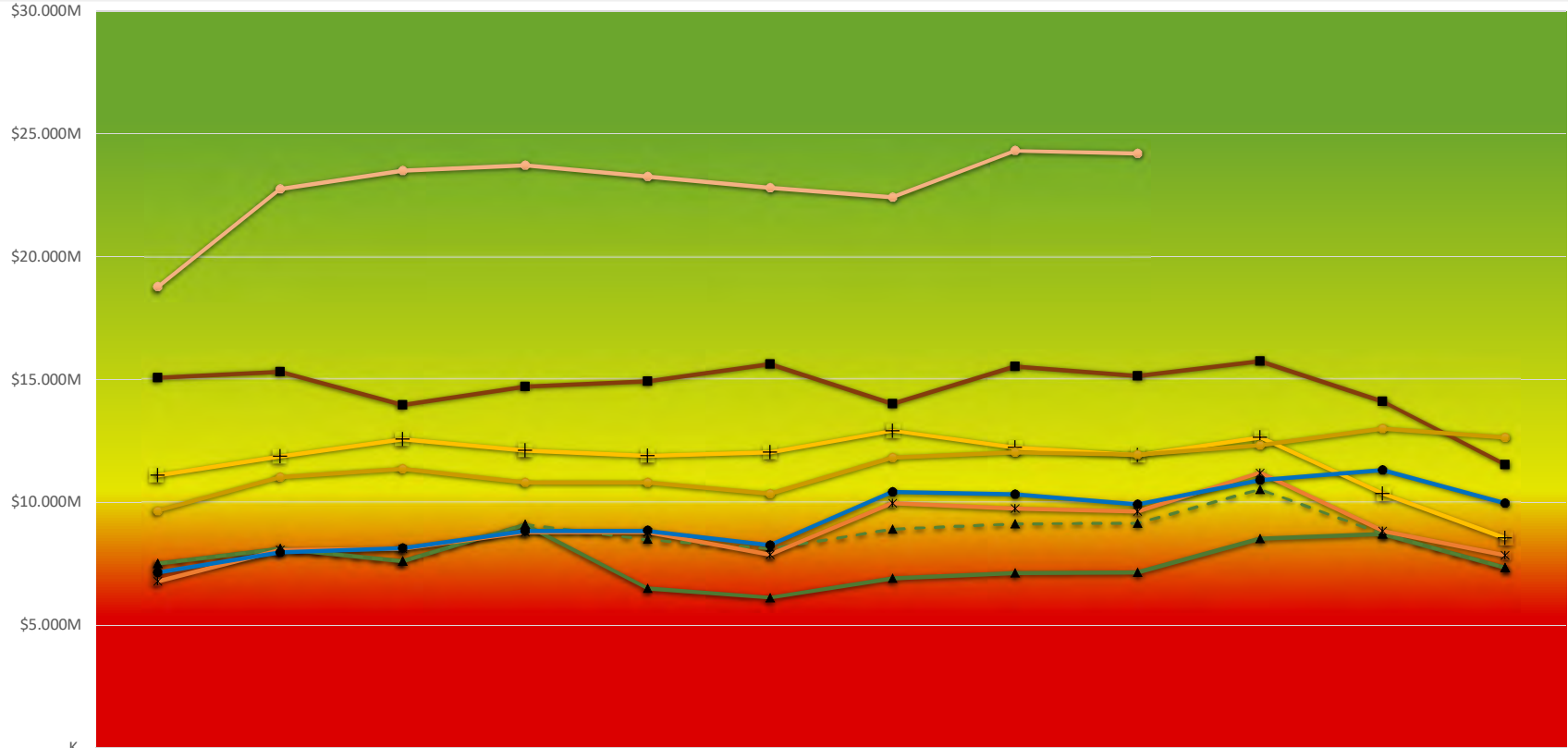
RECOMMENDATION:

None.

RENTON TECHNICAL COLLEGE
MONTHLY OPERATIONS REPORT
FISCAL 2021-22
For the Month of April 2022

	April 2022 - Actual	Year to Date - April 2022 - Actual	Prior Year to Date - April 2021 - Actual	Variance - Increase (Decrease)
Beginning Cash Balance	\$ 19,920,998	\$ 9,407,669	\$ 4,646,822	\$ 4,760,847
Add - Revenues:				
Tuition & Fees - Funds 060 148 149 561	\$ 234,950	\$ 9,228,547	\$ 8,442,680	\$ 785,868
Grants and Contracts	\$ 88,793	\$ 7,828,822	\$ 2,718,318	\$ 5,110,504
Donation Received	\$ -	\$ 5,000,000	\$ -	\$ 5,000,000
Student Government	\$ 6,234	\$ 691,070	\$ 614,052	\$ 77,018
Bookstore	\$ -	\$ 77,076	\$ 79,245	\$ (2,170)
Security/Parking	\$ -	\$ 147,256	\$ 199,149	\$ (51,892)
Culinary Arts - Food Services	\$ 39,164	\$ 309,750	\$ 968,967	\$ (659,217)
Housing	\$ -	\$ 39,184	\$ 32,835	\$ 6,349
Interest Income	\$ 431	\$ 18,115	\$ 69,422	\$ (51,307)
Rental Income - Excluding 569	\$ 13,818	\$ 151,815	\$ 149,619	\$ 2,196
Scholarship and Student Loan Funds Received	\$ 1,247,604	\$ 9,426,675	\$ 7,474,973	\$ 1,951,702
CRRSA	\$ -	\$ -	\$ -	\$ -
CARES Deferred FY20	\$ -	\$ -	\$ -	\$ -
Net Operating Revenues	\$ 1,630,994	\$ 32,918,310	\$ 20,749,259	\$ 12,169,051
Add - State Allocation	\$ 2,424,669	\$ 21,859,195	\$ 20,397,223	\$ 1,461,972
			\$ -	\$ -
Total State Funding	\$ 2,424,669	\$ 21,859,195	\$ 20,397,223	\$ 1,461,972
Total Revenues	\$ 4,055,663	\$ 54,777,504	\$ 41,146,482	\$ 13,631,022
Less - Expenses:				
Salaries - A	\$ 2,050,596	\$ 19,121,897	\$ 17,364,527	\$ 1,757,370
Benefits - B	\$ 625,761	\$ 5,892,981	\$ 5,793,071	\$ 99,910
Contracts - C	\$ -	\$ -	\$ -	\$ -
Goods and Other Services- E	\$ 467,334	\$ 4,397,052	\$ 4,160,274	\$ 236,778
Cost of Goods Sold - F	\$ 14,444	\$ 80,792	\$ 301,575	\$ (220,784)
Travel - G	\$ 1,895	\$ 26,796	\$ 118,018	\$ (91,222)
Equipment - J	\$ 24,195	\$ 917,641	\$ 444,775	\$ 472,867
Computer Equipment - K	\$ -	\$ -	\$ 83,887	\$ (83,887)
Financial Aid - N	\$ (1,043,280)	\$ 8,277,066	\$ 7,711,415	\$ 565,651
Debt Service - P	\$ -	\$ 46,415	\$ 42,500	\$ 3,915
Bad Debt - W	\$ -	\$ 3,076	\$ 6,643	\$ (3,567)
Total Expenses	\$ 2,140,946	\$ 38,763,716	\$ 36,026,685	\$ 2,737,031
Net Operating Surplus (Deficit)	\$ 1,914,717	\$ 16,013,789	\$ 5,119,797	\$ 10,893,992
Other Sources (Applications) of Cash:				
Changes in Petty Cash; Accts. Receivable & Accts. Payable; Inventory	\$ 20,879	\$ (1,524,600)	\$ (1,342,741)	\$ (181,858)
Decrease/ (Increase) in Investments & Bond Amortization	\$ (328)	\$ (1,377,146)	\$ (45,411)	\$ (1,331,735)
Payment of Bldg, Innovation Fee, and VPA Advance to State	\$ (278,574)	\$ (942,020)	\$ (692,865)	\$ (249,156)
Land Purchase	\$ -	\$ -	\$ -	\$ -
Total Other Sources (Applications) of Cash	\$ (258,024)	\$ (3,843,766)	\$ (2,081,017)	\$ (1,762,749)
Adjustments to Cash - Posting Errors	\$ -	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 21,577,692	\$ 21,577,692	\$ 7,685,602	\$ 13,892,090
Add College Reserves:				
Local Government Investment Pool (LGIP)	\$ 985,639	\$ 985,639	\$ 982,491	\$ 3,148
Investment Bonds held in trust by US Bank	\$ 1,638,158	\$ 1,638,158	\$ 2,226,878	\$ (588,721)
Total Reserves	\$ 2,623,797	\$ 2,623,797	\$ 3,209,370	\$ (585,573)
Total Cash and College Reserves	\$ 24,201,489	\$ 24,201,489	\$ 10,894,972	\$ 13,306,516
Total Current State Allocation	100% \$ 26,554,840	Year to Date \$ 21,859,195	Prior Year to Date \$ 19,966,873	Variance \$ 1,892,322
Allocation Used - Year to Date	82% \$ 21,859,195	\$ 21,859,195	\$ 19,966,873	\$ 1,892,322
Remaining State Allocation	18% \$ 4,695,645	\$ 4,695,645	\$ 2,767,519	\$ 1,928,126

RTC Month End Cash and Reserves Balances - FYR 1516 to 2122



K

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
2015-2016	\$15.056M	\$15.298M	\$13.954M	\$14.700M	\$14.910M	\$15.611M	\$14.003M	\$15.524M	\$15.126M	\$15.739M	\$14.102M	\$11.526M
2016-2017	\$11.082M	\$11.857M	\$12.569M	\$12.093M	\$11.886M	\$12.037M	\$12.906M	\$12.231M	\$11.897M	\$12.636M	\$10.343M	\$8.531M
2017-2018	\$7.490M	\$8.100M	\$7.599M	\$9.081M	\$6.473M	\$6.106M	\$6.887M	\$7.121M	\$7.129M	\$8.519M	\$8.708M	\$7.338M
2017-18 w COP	\$7.490M	\$8.100M	\$7.599M	\$9.081M	\$8.473M	\$8.106M	\$8.887M	\$9.121M	\$9.129M	\$10.519M	\$8.708M	\$7.338M
2018-2019	\$6.772M	\$8.059M	\$8.096M	\$8.783M	\$8.768M	\$7.853M	\$9.965M	\$9.740M	\$9.611M	\$11.186M	\$8.833M	\$7.823M
2019-2020	\$7.135M	\$7.958M	\$8.126M	\$8.817M	\$8.834M	\$8.245M	\$10.404M	\$10.311M	\$9.896M	\$10.895M	\$11.302M	\$9.961M
2020-2021	\$9.645M	\$11.017M	\$11.342M	\$10.791M	\$10.790M	\$10.343M	\$11.811M	\$12.022M	\$11.922M	\$12.327M	\$12.986M	\$12.624M
2021-2022	\$18.781M	\$22.747M	\$23.502M	\$23.724M	\$23.261M	\$22.798M	\$22.418M	\$24.309M	\$24.201M			

AGENDA ITEM: 7. BOARD OF TRUSTEES

SUBJECT:

BOARD CONSIDERATION

X Information

X **ACTION**

BACKGROUND

- A. Recognition of Service for Trustee Page
Trustees Unti and
- B. ACT Spring Conference Report
Board Chair Unti
- C. Trustee Tuesday, June 14, 2022
- D. Liaison Reports
 - 1) Trustee Page will report on Foundation events and happenings that have occurred since the May 18 board meeting.
 - 2) Trustee Wheeler-James will provide a report from the RTC Advisory Council which occurred on June 1, 2022.
- E. Trustee Recruitment/Succession
Trustees will discuss recruitment efforts for the RTC Board of Trustees.
- F. Elections of Officers 2022-2023
Trustees will elect a Board Chair and Vice Chair for the 2022-2-23 fiscal year.
- G. Appointment of RTC Liaisons
Trustees will appoint RTC Liaisons for the 2022-2-23 fiscal year for the following bodies:
 - 1) Legislative Action Committee
 - 2) The RTC Foundation
 - 3) The RTC Advisory Council
- H. Board Meeting Survey
Board Chair Unti will share the results of last month's Board survey.
- I. Retirement of Dr. Kevin McCarthy
Trustees will consider and approve the retirement of the college president, Dr. Kevin McCarthy, effective July 2, 2022.

RECOMMENDATION:

None.

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: 8. MEETINGS

SUBJECT:

BOARD CONSIDERATION	
X	Information
	Action

BACKGROUND:

- A. The board will consider a Special Meeting of the Board to be held in August 2022.
- B. The next regularly scheduled meeting of the Board of Trustees will be September 21, 2022.

RECOMMENDATION:

None.

Renton Technical College
Board of Trustees Meeting
June 15, 2022

AGENDA ITEM: 9. **ADJOURNMENT**

SUBJECT:

<p style="text-align: center;">BOARD CONSIDERATION</p> <p style="text-align: center;">Information</p> <p>X Action</p>
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BACKGROUND:

RECOMMENDATION:

Motion required.