

COLLECTIVE BARGAINING AGREEMENT

between

The Renton Professional Technical Association



and

Renton Technical College



July 1, 2017 to June 30, 2020

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**AGREEMENT BETWEEN
RENTON TECHINCIALL COLLEGE
and the
RENTON PROFESSIONAL TECHNICAL ASSOCIATION**

THIS AGREEMENT by and between Renton Technical College (College), and the Renton Professional Technical Association (Association), for the purpose of governing their labor relations by establishing the following conditions of employment, schedule of hours, and scales of wages and benefits.

ARTICLE 1

RECOGNITION AND AGREEMENTS

1.1 Sole Bargaining Agent

The College agrees to recognize the Association as sole bargaining agent for the employees holding the positions listed in Appendix A of this Agreement, and to deal with the representatives of the Association with respect to wages, benefits, hours and working conditions, and adjustments of grievances arising under this Agreement.

1.2 Committees

- A. The parties agree that at no time will their respective table negotiations committees exceed six (6) persons.
- B. Association representatives that are called to meetings by the office of the President shall be released from College duties, and shall suffer no loss in pay, when such meetings are held during work hours.
- C. Section 1.2.B above shall not be interpreted so as to apply to negotiations sessions. Negotiations may be scheduled during off duty hours.

1.3 Union Membership and Dues

- A. As a condition of employment, all employees who are represented by Renton Professional Technical Association (Association) shall, as a condition of continued employment, become a dues paying member of the Association or pay an equivalent non-association fee after their probationary period.
- B. Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teaching of a church or religious body of which such employee is a member. Such employee shall pay an amount equal to normal dues to a nonreligious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made.

Disagreement as to a religious objection and/or a charitable organization will be referred to the Public Employment Relations Commission (PERC).

ARTICLE 1 (continued)

- C. The College shall promptly provide the Association any change to membership, including new or terminated employees and changes of classification. The College shall provide the Association the agenda of the Renton Technical College's Board of Trustees, which includes the Human Resources Report of new and terminated employees.

1.4 Position Descriptions

- A. There will be a current position description on file in the personnel office for each position covered by this Agreement. Any significant modification to the duties associated with the position shall cause the writing of a new position description, with a copy to be given to the employee, the employee's supervisor, and the Association.
- B. Each position will have an established salary classification. Significant modification to the duties reflected in the position description will cause a review and possible modification of the salary classification as necessary.

1.5 Salary Placement

The President of the Association will be notified prior to the posting of any new position that would come under the Association Agreement, as indicated in Section 1.1.

The proposed salary as recommended by the College will be reviewed by the Association for comparative analysis with any similar positions already established in the unit.

Final determination of salary placement rests with the office of the President, and will be in accordance with Section 1.5.2.

1.6 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 and sent to the president of the Association and one (1) copy will be sent to the Library within the timeframe as set forth in 1.6.A.

ARTICLE 2

CONDITIONS OF EMPLOYMENT

2.1 Definitions

- A. Annual (Full-Time) Employee: A person scheduled for forty (40) hours in a work week, twelve (12) months per year or variations established when the employee is hired.
- B. Less than Annual (Part-Time) Employee: A person who does not qualify as an annual employee as defined in 2.1.A.
- C. Association: The Renton Professional Technical Association.
- D. College: The Renton Technical College.
- E. Office of the President: means the President of Renton Technical College, District 27, or their designee.
- F. Day: means the employee's work day unless otherwise specified.
- G. Domestic Partner: As defined by the Washington State Health Care Authority Public Employees Benefits Board.

2.2 Probation

- A. A probationary period for all new full-time and part-time scheduled employees of one hundred eighty (180) calendar days will be required. If an employee's performance is judged to be satisfactory by the evaluating supervisor during the probationary period, the employee will be given permanent status. The termination provision of Article 2.5 Discipline and Dismissal does not apply to probationary employees. The probationer may be discharged during the probationary period in the event of their inability to perform the assigned duties as identified in his/her job description, or for being unproductive, or for misconduct.
- B. The College may extend the initial probationary period as long as the extension does not cause the total period to exceed twelve (12) consecutive months. Employees and the Association will be provided with an explanation and the timeframe for the extension.
- 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.

2.3 Work Week

For annual employees, the work week shall consist of forty (40) hours per week, excluding a lunch period.

ARTICLE 2 (continued)

2.3.A Schedule Changes

1. Temporary Schedule Changes

Employee's workweeks and/or work schedules may be temporarily changed with prior notice from the College. A temporary schedule change is defined as a change lasting thirty (30) days or less. Employees will be given not less than five (5) calendar days' notice of any temporary schedule change.

2. Permanent Schedule Changes

Employees' workweeks and work schedules may be permanently change with prior notice from the College. Employees will receive no less than thirty (30) calendar days' written notice of a permanent schedule change.

3. Emergency Schedule Changes

While appropriate consideration will be given to an employee's availability constraints whenever possible, the College may adjust an employee's workweek and work schedule without prior notice in emergencies or unforeseen operational needs.

4. Employee Requested Schedule Changes/Flexible Schedules

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.

2.4 **Overtime and Compensatory Time**

A. Any approved* time for eligible employees worked 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. Annual and less-than-annual employees may or may not qualify for overtime pay under the provisions of the Fair Labor Standards Act.

B. Approved work* performed on the seventh (7th) consecutive work day will be paid at the rate of two (2) times the regular rate for eligible employees.

C. Approved work* performed on a holiday will be paid at the rate of two (2) times the regular rate, in addition to the holiday rate. [See Article 8.1.D]

*Approved work is work authorized by immediate supervisor or administrator.

D. Call-back Time

Emergency call-back time for eligible employees will be paid for a minimum of two (2) hours.

E. Standby Stipend for Campus Security

1. Any campus security officer required to remain on standby shall be compensated in accordance with the following:

ARTICLE 2 (continued)

2. During hours not otherwise covered, one (1) campus security officer will be scheduled to be on standby to respond to alarms. The current standby schedule is as follows: from 12:00 a.m. Saturday to 11:59 p.m. Sunday. The standby schedule for College holidays is from 12:00 a.m. to 11:59 p.m. of the holiday.
3. The College shall pay a stipend to the assigned campus security officer for this standby schedule. The campus security officer will be paid \$40 for each weekend and \$25 for each College holiday spent on standby.
4. The College will have an early morning standby schedule from 12:00 a.m. to 6:00 a.m. Monday through Friday. The campus security officer will be paid \$10 for each morning spent on standby.
5. Campus security officers will be scheduled for this duty and if called back to the College must be able to return within 1 hour in full uniform.
6. The Security Officer on standby will respond to the campus if notified of an incident of, but not limited to, a confirmed burglary, confirmed water-flow alarm, fire alarm, flooding on campus, confirmed power outage with no restoral of power, and the day of a potential severe weather forecast to check the campus for operational ability.
7. The Security Officer will notify Administrators in a timely manner of any potential incident which may affect operational ability for the campus, according to the college closure procedures.
8. Authorization for payment of the standby stipend will be submitted to the payroll department by the Director of Campus Safety and Security on a semi-monthly basis.

F. 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 of 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 9, Vacation. 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.

ARTICLE 2 (continued)

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 his or her schedule. The employee's compensatory time balance will be cashed out every June 30th or when the employee separates from the Employer.
- b. As an exception to Subsection 2.4.F.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.

2.5 **Discipline and Dismissal**

A. General Principles of Discipline

The College will not discipline any permanent employee without just cause. 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. Employees will be given adequate forewarning, verbally or in writing, about behaviors that may lead to disciplinary action, except for instances of misconduct that are so severe that the employee is reasonably expected to know that it would be grounds for discipline.

B. Investigation

The College has the authority to conduct investigations and will make effort to maintain employee privacy in all investigations, to the extent that the investigative process allows and as appropriate to applicable statute. Within ten working days receipt of an allegation of potential misconduct that could lead to disciplinary action, up to and including termination, the College will notify the employee and the Association of the allegation and need for investigation. Upon request, an employee who believes that discipline may occur in the course of an investigation may request representation by a member of the Association. If the requested representative is not reasonably available, the employee will select another representative who is available. The role of the accompanying Association representative is to provide assistance and counsel to the employee and not interfere with the College's right to conduct the investigation.

Both parties agree that timely resolution of investigations of alleged employee misconduct is critical to maintaining a positive and productive work environment. The College will notify and advise the employee with updates of the status of the investigation every thirty (30) calendar days until the investigation is complete. Upon notice that the employee has requested representation, the College will provide simultaneous notification to the Association representative. An employee may be placed on an alternative assignment during an investigation. Unless a conflict of interest exists relevant to the investigation, the employee will not be prohibited from contacting their Association representative. If a conflict exists, the employee may select an alternate Association representative.

ARTICLE 2 (continued)

C. Cause for Discipline.

The College shall have the right to discipline an employee, up to and including dismissal, with just cause, provided that knowledge of the misconduct is obtained within ninety (90) calendar days of the alleged misconduct.

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, as described in 2.5.D below. Progressive discipline includes the following steps: verbal warning (which is clearly identified as a warning when given), written warning (clearly defined as such when issued), suspensions (without pay, subject to severity of actions), reduction in pay and dismissal. All disciplinary actions subsequent to the verbal warning shall, at the option of the employee, be given with an Association witness present.
2. 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 cause for discipline.
3. Upon written request by the employee, a warning notice shall be removed from the official personnel file one (1) year from the date of notice if there have been no further notices for a six (6) month period.

D. Causes for Immediate Termination

The College may terminate an employee, without previous discipline, for "cause". "Cause" shall include, but not be limited to, gross misconduct; willful, frequent, and intransigent violation of College rules, policies, procedures or directives; incompetence in the performance of professional duties; insubordination; neglect of duty; sexual harassment; or acts of moral turpitude.

E. Process for Discipline

The College shall give an employee a written statement of the reason(s) for any suspension without pay, reduction in pay or termination. Prior to a decision of suspension without pay or termination, the College shall inform concurrently the employee and the Association, in writing, of the charges against the employee, any evidence and documentation to support the charge and the action contemplated. The College will provide an opportunity to the employee to respond in writing or in person to the evidence and explain and defend their conduct. The College shall handle discipline of an employee as confidentially and discretely as the situation warrants and is possible under the circumstances.

1. The College will provide fifteen (15) calendar days' written notice prior to the effective date of any suspension or reduction in pay.

ARTICLE 2 (continued)

2. The College will provide seven (7) calendar days' written notice prior to the effective date of termination. The College may terminate an employee immediately without seven (7) calendar days' notice if, in the College's determination, the continued employment of the employee during the notice period would jeopardize the good of the College. The College will provide the reasons for an immediate termination in the written notice.
- F. The College has the authority to impose discipline, which is subject to the grievance procedure as set forth in Article 12. Verbal warnings, however, may be processed only through Article 12.3.B.2

2.6 **Layoff**

A. Reduction in Force

This section establishes the process by which a reduction-in-force (RIF) and any resultant layoff of "hard money" employees may occur. Any such reduction-in-force may be due to actions such as a lack of funds, a College reorganization, or a curtailment of work.

B. RIF Determination

The College will determine that a RIF is necessary and establish that one or more positions within the Association that need to be eliminated. The College will determine which positions will be retained and which positions will be eliminated.

C. Association Notice of RIF

The College will notify the Association of any position to be eliminated, unless the position is vacant. Except in emergency situations (i.e., cessation of funding), at least thirty (30) calendar days prior to the first effective date of layoff, the College shall notify the Association of positions to be eliminated and further, shall furnish the Association updated seniority lists for each of the effected classifications.

D. Employee Notification of Layoff

The Association and the employee to be laid off shall be notified in writing a minimum of thirty (30) calendar days prior to the effective date of the layoff unless an emergency situation occurs as described under 2.6.C above. A layoff notice should include: the effective date of the layoff, the reason for layoff, a list of other employees in the same classification by seniority date, notice of placement on the re-employment list, the beginning and ending date of any placement on the re-employment list, and the requirement to notify the College of any change of address.

E. Classification

Classification means those specific job titles, such as, "Buyer/Salesperson," "Campus Security Officer," and "Payroll Officer" listed on the salary schedule. (Appendix A)

ARTICLE 2 (continued)

F. Bumping Rights

In the event the incumbent in an eliminated position holds more seniority than another employee in a position in the same classification which is not eliminated, the more senior employee shall notify the human resources department of their intent to exercise the right to bump the less senior employee. Such notice shall include sufficient identification of the specific position the employee is bumping into so as to allow for the transfer from one position to another.

1. *Bumping Order*

Provided the employee has more seniority, one employee shall be allowed to bump another employee with less seniority in the same classification.

2. *Bar on Movement*

No employee shall be able to bump into a higher classification.

3. *Non-Exercise of Bumping Rights*

Employees who chose not to exercise available bumping rights shall be paid their accumulated vacation leave balance at their current rate of pay.

G. Re-Employment Pool

Those employees not initially retained shall be placed in a re-employment pool and shall be called back in order of seniority.

1. Employees placed in the re-employment pool shall be listed by order of seniority in the classification, excluding any temporary or other time spent in a substitute position.
2. In cases where seniority is equal, employees will be chosen by lot.
3. The most senior employee will be offered the first open position which is substantially equal to the position held at the time of layoff.
4. If the most senior employee in the pool does not take the position, the next most senior employee in the classification will be offered the position.
5. An employee may turn down two (2) position offerings for which they qualify before being removed from the re-employment pool, PROVIDED that the employee is offered a position substantially equal to that held prior to being laid off.
6. *Removal from the Re-employment Pool*

An employee will remain in the re-employment pool for a period of two (2) years from date of layoff, UNLESS the employee has declined two offered positions as stated above.

ARTICLE 2 (continued)

7. A laid-off employee shall, upon application and at the employee's option, be placed on the substitute list.

8. *Salary Placement and Benefits Upon Recall From Layoff*

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, unless accumulated vacation leave balances were cashed-out at the time of layoff. 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 layoff; PROVIDED that no employee shall be placed above the top step of the appropriate range. Seniority will be restored to the accumulation at the time of layoff.

9. *Requirements for Recall Notices*

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the College's records. It shall be the employee's responsibility to keep the College notified as to his/her current mailing address.

H. Employment Under a Special Contract

The scheduled hours and days per week of any employee hired under a "special contract" may be modified by the College in the event that such modifications are necessary to maintain contracted instructional programs, classes, or services without being subject to the layoff section of this contract. The term "special contract" shall mean those situations in which the funding and obligations to provide instruction or services are the result of special funding provided by the state, a gift, a grant, or a contract with a business, organization or agency outside the College.

Employees hired under a "special contract," who are subsequently laid off, are not eligible to bump "hard money" funded employees.

I. Re-Training

The College will work with the employee in the re-employment pool to retrain them for other occupational opportunities.

2.7 **Temporary Layoff**

The employer may temporarily reduce the hours of an employee up to twelve (12) days per fiscal year or as directed by the state legislature, due to revenue short-fall or unanticipated loss of funding. The employee shall receive a thirty (30) day notice of a temporary reduction of hours. Temporary layoff is leave without pay. An employee may not use any leave for a temporary layoff day(s).

2.8 **Voluntary Reduction in Hours**

An employee may request to reduce their working hours for a period not to exceed one (1) year, to help reduce permanent layoffs. The employee and their supervisor will determine if a reduction in hours is

ARTICLE 2 (continued)

feasible, based on department staffing needs. The President or designee will have final approval for the reduction in hours. At the end of the one (1)-year period, the employee may choose to reinstate their original working hours or request to continue working the reduced hours. The employee shall be paid their current salary and benefits based on their new percentage of fulltime. The employee, supervisor and President or designee will sign a form agreeing to the reduced hours and new work schedule. The form will be kept in the employees personnel file. The College may terminate this agreement with two (2) weeks' notice.

2.9 Separation from Employment

Employees are encouraged to give two (2) weeks' notice of intent to terminate.

2.10 Vacancies

- A. The president of the Association will be notified of all openings of positions covered by this Agreement and will be informed in advance of the selection process to be used in such positions. Such notice will state that the position is funded by "special contract" funds, if applicable.
- B. The College will fill job openings covered by this Agreement by selecting the best qualified applicant, PROVIDED such selection is made in compliance with the College's Affirmative Action Program.
- C. The College will give preferential consideration to senior employees in this unit for any job openings covered by the Agreement when qualifications and ability are substantially equal to those of other candidates.
- D. In the event the person with the most seniority is not chosen, the office of the President will give an explanation in writing, upon request, to such senior employee and the Association, stating the reason for the non-selection. Nothing contained in this section is intended to preclude the College from hiring outside applicants.

2.11 Affirmative Action

- A. The Association and the Board of Trustees recognize the requirements of the Civil Rights Act of 1964 and mutually agree to support the provisions of the College's Affirmative Action Plan. 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.
- B. 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.
- C. The College and the Association 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; 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.

ARTICLE 2 (continued)

2.12 Involuntary Transfer

- A. If an employee is involuntarily transferred to another classification of work, their job classification and base rate of pay will be changed to conform to the new work to which they are assigned.
- B. 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.

2.13 Seniority

- A. For the purpose of promotion and layoff within the unit, an employee's seniority will be determined by the following factors in the order listed:
 - 1. Employees transferred from the Renton School District No. 403 on September 1, 1991 will continue their seniority from that organization.
 - 2. The total College seniority will be applied to persons within their specified classification.
 - 3. The total amount of time in the bargaining unit will include time with the Renton School District in this unit.
- B. All seniority rights will be lost and an employee's relationship with the College deemed severed under the following circumstances:

If the employee:

 - a. resigns;
 - b. is discharged for just cause;
 - c. does not return to work as required when recalled after layoff;
 - d. is absent due to work elsewhere.
- C. Employees do not accumulate seniority when on unpaid leave of absence or layoff.
- D. Employees returning from unpaid leave of absence or from a layoff may recover their previous seniority.
- E. For purposes other than those described in 2.11.A, seniority shall be length of continuous employment in the College.

ARTICLE 3

PROFESIONAL DEVELOPMENT

- 3.1 The College and the Association recognize the quality of the College's educational program and services can be enhanced by employee training. In the mutual interest of the College and employees of this bargaining unit, the College shall budget funds for the purposes of training as noted herein. The amount budgeted for each year of this Agreement is \$4,000. These funds will be available to members after completing their probationary period. All state employees are eligible for tuition fee waivers at any state of Washington college after meeting their probationary period in accordance with the provisions of RCW 28B.15.558. Fee waivers should be used when possible to maximize the use of this funding for all members.
- 3.2 The College shall establish a Staff Development Committee with at least two Association appointed members. The Staff Development Committee will determine the content and structure of the staff in-service.
- 3.3 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 training is scheduled during the employee's regularly scheduled work hours, in which case the employee will receive t regular pay rate.
- 3.4 The College will provide training on state and federal regulatory requirements to all staff. It is the responsibility of all staff to stay current with all regulatory requirements related to their duties.
- 3.5 The College and the Association will develop procedures and criteria which will increase the Association's involvement in both the planning for and authorization of education and in-service opportunities. Such increased involvement and authority could affect up to fifty percent (50%) of the training funds allocated in Subsection 3.1 of the Agreement.

3.6 Educational Increments (Certificates)

Three (3) college credits or thirty (30) hours earned in a College approved training program qualify for one (1) payment of five hundred dollars (\$500). Educational increments 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 such documentation with the College educational increment application form when each thirty (30) hours has been completed. Notification of intent to earn educational increments must be made in writing to the Human Resources department for budget purposes by March 15. Actual documentation and verification must be received by the human resources department no later than June 10 of one (1) contract year for payment in July of the following contract year. Employees may submit documentation by June 30 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 notify the Human Resources Assistant Director in writing 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 individual personal growth, unless special circumstances result in College authorization for such repeat training. NOTE: Hours of training received during regularly scheduled work hours or for which the employee is paid are specifically excluded from the certificate program.

ARTICLE 3 (continued)

3.7 Degree Stipend

One (1) Renton Technical College degree stipend will be paid in July to each qualifying employee who has earned and submits transcripts verification of their degree. A degree stipend of one hundred fifty dollars (\$150) will be paid annually if the employee's highest degree is an associate degree. A degree stipend of two hundred fifty dollars (\$250) will be paid annually if the employee's highest degree is a bachelor's degree. A degree stipend of three hundred fifty dollars (\$350) will be paid annually if the employee's highest degree is a master's degree. The degrees must be from an accredited college or university.

3.8 The College recognizes the value of participation in professional organizations. The College agrees to pay for or reimburse full-time employees up to two hundred fifty dollars, (\$250) annually, for each supervisor approved membership in professional organizations. A membership that exceeds \$250 will require approval of the Vice President of Administration and Finance or designee.

3.9 Professional Development Plans

Each employee has the option to develop a five (5) year professional 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. The human resources department shall maintain a file of all such plans and share summarized information with the staff development committee.

ARTICLE 4

SICK LEAVE

- 4.1 All annual employees will receive twelve (12) days sick leave each year. (NOTE: Article 6.3—six (6) days emergency leave inclusive.)
- 4.2 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.
- 4.3 Less than annual employees will receive a prorated portion of one (1) day for each month in pay status of ten (10) days or more.
- 4.4 Annual employees shall be credited with one (1) day sick leave per month for each month in pay status of ten (10) days or more.
- 4.5 Each employee's portion of unused sick leave allowance shall accumulate from year to year.
- 4.6 Sick leave may be used for:
- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.
 - B. Care of family members as required by the Family Care Act (WAC 296-130).
 - C. Illness or preventative health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.
 - D. Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 5.2.
 - E. Leave for Domestic Violence Leave as required by RCW 49.76.
 - F. Qualifying absences for Family and Medical Leave (Article 5).
- 4.7 A doctor's certificate is required for sick leave absences of the employee that last more than five (5) consecutive days.
- 4.8 For each day's absence beyond accumulated sick leave days a deduction of the full day's salary will be made.
- 4.9 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.

ARTICLE 4 (continued)

- 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.

4.10 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.

4.11 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 4.6 above.

4.12 **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 he or she is 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 Family Medical Leave Act (FMLA) purposes should also be reported to Human Resources.

ARTICLE 5

FAMILY AND MEDICAL LEAVE

- 5.1 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.
 - 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.

- 5.2 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.

- 5.3 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.

ARTICLE 5 (continued)

- 5.4 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.
- 5.5 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
- 5.6 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 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.
- 5.7 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 5.1, 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.
- 5.8 **Parental and Pregnancy Disability Leave**
- A. Parental leave will be granted to the employee for the purpose of bonding with his or her 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 6.4 - General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 12.
 - 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 5.10 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.

ARTICLE 5 (continued)

- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.
- 5.14 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.
- 5.15 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.

ARTICLE 6

OTHER LEAVE

6.1 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.
- 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 he or she is suffering from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature.

6.2 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, or the immediate family of his/her spouse or domestic partner, which includes spouse, domestic partner, children, mother, father, sister, or brother.

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.

- B. This bereavement leave is not deducted from sick leave and is not accumulative.
- C. In special cases, the office of the President may extend the definition of immediate family.

6.3 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; (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.
- B. 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.

ARTICLE 6 (continued)

- C. Emergency leave may not be taken the day before or the day after a holiday or in any combination for purposes of extending vacations.
- D. 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.1, funeral of friends or legal or personal affairs that cannot be scheduled outside the normal working day.
- E. 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 his/her assigned shift, unless on a pre- approved leave, during time of inclement weather.
- F. 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.
- G. 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 by the personnel department.
- H. Employees with special hardship situations may be granted additional emergency days by the President.

6.4 General Leaves of Absence

- A. Upon written request from the employee and upon approval of the College President, unpaid leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity/paternity; (d) adoption; (e) education; and (f) military leave. The terms of the leave of absence will be confirmed in writing by the College.
- B. The leave of absence of an employee on leave for reasons other than military service will terminate at the end of one (1) full year in which no service has been rendered. No more than one (1) year will be granted to any family unit for maternity/paternity leave for any one (1) child.
- C. Except for military service, there shall be no other employment while on leave without prior approval of the President.
- D. The College may agree to re-employ the employee upon written request or give first preference to any opening for which the employee is qualified.
- E. All employee benefits earned prior to a leave of absence will be maintained upon re-employment.

6.5 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 him or her 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.

ARTICLE 6 (continued)

- 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.

6.6 Military Leave

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

6.7 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.

6.8 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. 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 6 (continued)

6.9 Personal Convenience Leave

- A. During each contract year, all employees will be credited with three (3) days paid accumulative 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.
 - 1. Employees may accumulate up to a maximum of six (6) days personal convenience leave. Should an employee have an accumulated balance of six (6) days the employee will not receive additional personal convenience leave.
 - 2. Employees whose initial hire date is after July 1 shall receive a prorated amount of personal convenience leave.
- B. Personal convenience leave days may be used at the discretion of the employee with the approval of the College. Employees who want to use personal leave days to extend vacation or holiday periods will request use of the personal convenience leave days in accordance with Article 9.4. Employees who request use of personal convenience leave days on short notice 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.
- C. An employee planning to use a personal convenience day or days will normally notify their supervisor at least two (2) days in advance and will report the absence on the appropriate absentee form.
- D. Each year employees have the option to be compensated at their current salary, for their unused personal convenience balance. Employees must notify the payroll office in writing no later than June 10 indicating the amount 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 check whenever possible.

ARTICLE 7

ON-THE-JOB INJURY

- 7.1 In the case of accidental injuries or work-related illnesses 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 workers' 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 Workers' Compensation.
- 7.2 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 and Campus Safety.

ARTICLE 8

HOLIDAYS

8.1 Paid Holidays

- A. Employees are eligible to be paid for up to eleven (11) of the following holidays:
1. Labor Day
 2. Veterans Day
 3. Thanksgiving Day
 4. The day after Thanksgiving Day
 5. Christmas Day
 6. New Year's Day
 7. The legally designated day for Martin Luther King Jr's birthday
 8. Presidents' Day
 9. Memorial Day
 10. Independence Day
 11. Personal Holiday (1 day)
- B. If a paid holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding or Monday following said holiday. If the employee fails to work the assigned day before a holiday or the day after because of illness, they must show reasonable proof of such illness, or receive a full deduction for the day(s) missed and the holiday. If a holiday falls within an employee's vacation period, the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.
- C. Full-time employees that are scheduled for eight (8) hours per day and two hundred sixty (260) days per year will be paid for all eleven (11) holidays. All other employees will receive the holiday pay if they are in pay status on their last regularly scheduled work day before or after the holiday.
- D. Employees whose regular schedule does not fall on a school holiday, may elect to take the holiday within one (1) week of the scheduled holiday or receive their regular pay. Employees who elect to be paid for the holiday must notify payroll in writing the next working day after the holiday.

8.2 Faith or Conscience Holidays (Unpaid)

Pursuant to RCW 1.16.050, employees are entitled to up to two unpaid holidays per calendar year for reasons of faith or conscience, or an organized activity conducted under the auspices of a religious denomination, church or religious activity. Employees must follow practice as established under Article 9, Vacation. Requests will be granted provided the employee's absence will not impose an undue hardship on the College as defined by WAC 82-56-020.

ARTICLE 9

VACATION

9.1 Each annual employee will receive paid vacation as follows:

Vacation leave will accrue monthly based on an employee's hire date, or state seniority date if a direct transfer. For each month the employee is in pay status ten (10) or more days, the employee shall earn vacation leave.

Each employee is eligible for paid vacation based on the schedule below:

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) Years	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) through Nineteen (19) Years	22 Days	14.67 Hours
Twenty (20) through Twenty Four (24) Years	23 Days	15.33 Hours
Twenty Five (25) Years	24 Days	16.00 Hours

9.2 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.

9.3 Vacations must be earned before an employee is entitled to use his/her vacation accrual.

9.4 Vacations will be taken at times mutually agreed on between the employee and the immediate supervisor and reported on the appropriate absentee reporting form.

9.5 Vacation leave may be used for care of family members as required by the Family Care Act (WAC 296-130).

9.6 Vacation leave may be used as required by the Military Caregiver Act, RCW 49.77 and in accordance with Article 5.2.

9.7 Vacation leave may be used as required by the Domestic Violence Leave Act, RCW 49.76.

ARTICLE 9 (continued)

- 9.8 Vacation credit currently due but unused by the new accrual date each year may be carried over to a maximum of thirty (30) days as provided in RCW 43.01.040. No employee shall be denied accrued vacation benefits due to College employment needs.
- 9.9 Any employee who is discharged or terminates employment shall receive payment for accrued and unused vacation credit with their final paycheck, up to a maximum of 240 hours. Employees are encouraged to provide at least two (2) weeks' notice of intent to terminate.

ARTICLE 10

HEALTH AND WELFARE

10.1 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. 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.
- C. 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 must make arrangements with the benefits office to continue other benefits while on a leave of absence.

10.2 Retirement

All employees covered by this Agreement shall be members of the Washington State Public Employees Retirement System as required by law.

10.3 Supplemental Retirement Plans

The College shall offer Internal Revenue Service (IRS) 403(b) plan(s) and make the state's 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.

10.4 Dependent Care

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

10.5 Flexible Spending Account

The College will make available to employees, at their option, an Internal Revenue Service Code Section 125 Flexible Spending Account as offered by the State of Washington Health Care Authority. The account will be established, administered, and communicated to employees by the state without cost to the employees.

ARTICLE 10 (continued)

10.6 **Voluntary Employees' Benefits Account**

- A. The College shall make available to eligible employees a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the Employer agrees to contribute equivalent funds in a medical expense plan for eligible employees, as authorized by the state statute. The medical expense 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 at any time during the term of this agreement, and 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 expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.
- D. The Union must notify the Human Resources Executive Director by December 31st if they choose not to participate in the VEBA plan of the following calendar year.

ARTICLE 11

SALARIES AND COMPENSATION

11.1 Payment

- A. Annual employees will be paid in accordance with their placement on the salary schedule(s), Appendix A. Each employee who is eligible for an increment and who has remaining incremental movement available will be granted one (1) increment each year of this Agreement as authorized by Section 11.1.D below. Should the state authorize and fund an amount for classified salaries higher than the amounts shown on Appendix A, the College will improve the salary schedule to cause the total salary increase (increments plus percentage allocated to schedule improvement) to reach the percentage allocated in the State Appropriations Act. Salaries listed are based upon a 260-day, 8-hours-per-day work year.
- B. Less than full-time employees will be paid a pro-rated share based on the number of days and/or hours worked and in accordance with their placement on the salary schedule, Appendix A.
- C. Extra days: Less than full-time employees authorized to work any time in excess of their schedule as stated in the job description will be paid at their hourly rate plus benefits.
- D. Salary Improvement: It is the intention of Renton Technical College to provide employees with salary improvement from such monies as are authorized by the state legislature and allocated and approved by the State Board for Community and Technical Colleges. 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 revise the appropriate salary schedule with the improvement authorized by the legislature.

11.2 Promotions and Demotions

- A. Salary on Promotion: Employees covered by this Agreement who move to a higher classification 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 classification plus one step.
- B. Salary on Demotion: An employee who moves voluntarily or involuntarily to a position with a lower salary classification and whose salary exceeds the maximum rate of the new classification shall be held at their current salary until the salary range shall exceed the employee's rate of pay. An employee who moves voluntarily or involuntarily 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.

11.3 Longevity Stipend

One (1) Renton Technical College longevity stipend in the amount of six hundred dollars (\$600) will be paid annually in July to each qualifying employee who has ten (10) or more year's seniority on July 5th.

ARTICLE 11 (continued)

11.4 **Uniforms (Campus Security)**

The College will furnish and maintain the established uniform requirements for Campus Security employees in the bargaining unit. Employees shall wear uniforms that comply with general College guidelines. Each Security employee working four (4) hours daily shall receive a biennial boot/shoe allowance of one hundred dollars (\$100.00). Receipts must be submitted and approved by June 15th to be reimbursed by June 30th.

ARTICLE 12

GRIEVANCES

12.1 Purpose

- A. The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of grievances or complaints arising between the College and its employees within the Association with respect to matters dealing with the interpretation or application of the Terms and Conditions of this Agreement.
- B. Both parties will encourage employees and supervisors to discuss and resolve concerns on an informal basis. If this cannot resolve the issue(s) the employee may proceed with the grievance.
- C. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered maximum and every effort shall be made to expedite the process. Under unusual circumstances, time limits may be extended by mutual agreement.
- D. Failure of the College or aggrieved employee to comply with the stipulated number of days will result in the grievance proceeding to the next step, PROVIDED the grievance was submitted in a timely manner.

12.2 Grievance Defined

- A. A grievance is an alleged violation or misapplication of a specific article(s) of this Agreement. This does not preclude complaints regarding matters other than the contract provisions, including College policies and rules/regulations being pursued informally by employees through the regular administrative channels.
- B. "Grievant" means an employee having a grievance.

12.3 Procedure

An employee may institute a grievance on their own or may request the assistance of the Association or another of the employee's choosing. The proper procedure for pursuing adjudication of alleged grievance is as follows:

- A. Within fifteen (15) work days of the time the employee demonstrably knew or should have known of the alleged violation, the aggrieved will notify the immediate supervisor of a desire to discuss a grievance and also state the fact that this action possibly constitutes a grievance.
- B. Within five (5) work days of notification of the alleged grievance, the immediate supervisor will meet with the employee, either directly or accompanied by another person designated by the employee, and discuss the grievance. Within five (5) work days after the discussion of the grievance, the supervisor shall give their response to the aggrieved.

ARTICLE 12 (continued)

1. *Step One:*

- a. If the grievant is not satisfied with the resolution, he/she may, within fifteen (15) work days of receipt of the response, submit College's Classified Grievance Claim" form containing (1) the facts on which the grievance is based; (2) a reference to provisions of this Agreement allegedly violated; (3) the remedy sought. All allegations, and any facts, evidence, or materials supporting the allegations should be clearly stated.
- b. Within fifteen (15) work days of receipt of the form, the immediate supervisor shall submit his/her written response to the aggrieved through the College's "Supervisor's Classified Grievance Response" form.
- c. If the grievance is satisfactorily resolved, both parties will sign the College's Classified Grievance Settlement" form.

2. *Step Two:*

- a. If the grievant is not satisfied with the resolution at STEP ONE, he/she may, within fifteen (15) work days of receipt of the written response in STEP ONE, submit the grievance to the office of the President. If the President does not personally review the grievance case, they shall appoint a designee to serve in their place. This designee shall not have had prior involvement in the grievance.
- b. Within fifteen (15) work days of receipt of the grievance, the office of the President shall communicate a written response to the aggrieved.
- c. If the grievance is satisfactorily resolved, both parties will sign the College's "Classified Grievance Settlement" form.

3. *Step Three:*

- a. If the grievant is not satisfied with the resolution at STEP TWO and provided that the grievance has to do with an alleged violation or alleged misapplication of a specific article or section of this Agreement, they may, if the Association's membership agrees, in the case of an employee grievance, within fifteen (15) work days of receipt of written response to STEP TWO, submit the grievance to the American Arbitration Association for arbitration under their rules and within the following guidelines:
- b. The arbitrator shall, if convenient, hold a hearing within twenty (20) work days of this appointment. Five (5) work days' notice will be given to all parties of the time and place of the hearing. 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; and they shall be without power or authority to establish salary schedules.
- c. The arbitrator shall issue his/her written opinion within twenty (20) work days, if possible, from the date of the hearing. The opinion shall set forth the arbiter's award, opinions, and conclusion on the issues submitted.

ARTICLE 12 (continued)

- d. 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 Association, the employee(s) involved, and the College.
- e. The fees and expenses of the arbitrator shall be shared equally by the College and the Association. 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.
- f. 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 STEP 3.a. above.

ARTICLE 13

MANAGEMENT RIGHTS

13.1 Recognition

- A. The Association recognizes the College's inherent and traditional right to manage its respective business, as has been its practice in the past.
- B. The Association 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 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 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. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the employer in accordance with such policies and procedures as it from time to time may determine. If an issue arises that must be administered by management that issue will be allowed as an article that may be negotiated at the start of the following contract year. Such an issue will not affect 15.3.
- C. The exercise of the College's rights stated herein is an exclusive function of management.
- D. The exercise of the management rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in this Agreement when, in the opinion of the Association, such exercise violates the letter and intent of the Agreement.

ARTICLE 14

NO STRIKE PLEDGE

The Association and the College recognize and agree that strikes are not conducive to harmonious working relations and may be disruptive to the educational process and should not occur. The Association and the College subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the College operations. The Association, therefore, agrees that there shall be no strikes or other concerted refusal to work, nor any instigation thereof, by the employees for the duration of this contract.

The Association further agrees not to honor, or to encourage employees in the bargaining unit to honor any strikes, picket lines, or other concerted work stoppages that may be established by any other College employee organization. The College agrees that, for the duration of this contract, there shall be no employee lockout.

ARTICLE 15

TERM AND SEPARABILITY OF PROVISIONS

- 15.1 The term of this Agreement shall be July 1, 2017 to June 30, 2020.
- 15.2 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.
- 15.3 This Agreement may be reopened and modified at any time during its term upon mutual written consent of the College and the Association. The parties may each identify five (5) sections of this contract in each year of the agreement.
- 15.4 This Agreement shall be reopened as necessary to consider the impact of legislation enacted following the execution of this Agreement which affects the terms and conditions herein. All contract modifications will be in conformance with state legislative action and the attending Washington Administrative Codes and, if found not in conformance by government regulatory agencies or a court of law, the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the College into conformance. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, contract language to reflect the adjustments that have been necessary to bring the College into compliance with the law.
- 15.5 If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected. Such provision shall be subject to negotiation pursuant to a written request by either party.
- 15.6 This Agreement constitutes the negotiated agreements between the employer and the Association 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.
- 15.7 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.
- 15.8 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.

Therefore, the employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

ARTICLE 16

ASSOCIATION-MANAGEMENT COMMUNICATION COMMITTEE

- 16.1 The College and the Association support the goal of a constructive and cooperative relationship. To promote and foster such a relationship, an Association-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.
- 16.2 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.
- 16.3 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.
- 16.4 All committee meetings will be regularly scheduled on mutually acceptable dates and times. 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.
- 16.5 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 Association-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 12.

ARTICLE 17

EMPLOYEE RIGHTS AND RESPONSIBILITIES

17.1 Official Personnel File

- A. Only one (1) official personnel file for each employee shall be maintained by the College, and that file shall be located in the human resources department. The official personnel file shall contain all relevant information including but not limited to original employee application, transcripts, letters of recommendation, recognition, discipline, and all official evaluation reports. This shall not preclude the maintenance of other files such as working files necessary for the operation of the College.
- B. Employees shall have the right to review material in their official personnel file in the presence of a member of the human resources department during regular business hours, except for materials that were obtained upon initial employment through assurances of confidentiality to a third party.
- C. Upon request, copies of any document in the official personnel file shall be provided to the employee. The College may assess a reasonable charge for this service.
- D. Any written communication either critical or commendatory shall be shared with the employee prior to inclusion in the official personnel file. The employee shall be given the opportunity to sign or initial any document prior to inclusion in the official personnel file. The employee shall have the right to respond to any critical written communication which is to be included in the employee's official personnel file, and a copy supplied to the administrator shall be entered into the employee's official personnel file.

17.2 Grievance Files

A separate file for processed grievance(s) shall be kept apart from the employee's official personnel file. No reports on grievance(s) shall be added to the employee's official personnel file.

ARTICLE 18

SUSPENDED OPERATIONS

18.1 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.

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:

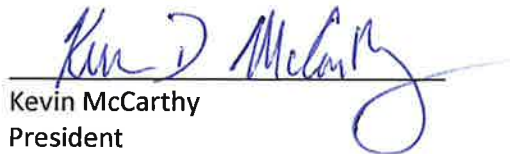
- 18.2.** Employees scheduled and not required to work during the disruption will have no loss in pay for the first full day.
- 18.3** The following options will be made available for time lost for the balance of the closure:
1. emergency leave (this is deducted from available sick leave balance),
 2. 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.
- 18.4** If the employee reports to work for his/her 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.
- 18.5** If the employee does not report to work for his/her regular shift and the College is subsequently closed during the shift, the employee must take leave for the entire shift.
- 18.6** If the employee does not report to work for his/her 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.
- 18.7** 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.

Signed this 14th day of June, 2017.

RENTON TECHNICAL COLLEGE



Kirby Unti
Chair, Board of Trustees



Kevin McCarthy
President

RENTON PROFESSIONAL
TECHNICAL ASSOCIATION



Perry Culwell
President



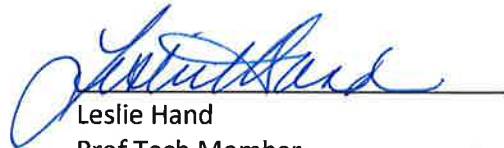
Lisa Ziemer
Vice President



Susie Rather
Secretary/Treasurer



Benjie Rae Henke
Prof Tech Member



Leslie Hand
Prof Tech Member



Dani Mudd
Prof Tech Member

**APPENDIX A
RENTON PROFESSIONAL TECHNICAL ASSOCIATION
CLASSIFICATION AND SALARY RANGE TABLE**

<u>Classification</u>	<u>Salary Range</u>
Bookstore Buyer	II
Campus Security Officer	II
Cashier Coordinator	III
Dental Clinic Coordinator	III
Digital Media Specialist	III
Events Coordinator	III
Financial Aid Program Coordinator	III
Grant and Contract Coordinator	III
Human Resources Representative/Assistant Recruiter	III
Library Coordinator	III
WISE Grant Project Coordinator	III
WorkFirst Reporting Coordinator	III
Worker Retraining Financial Aid Coordinator	III
Client Relationship Manager	IV
Content and Communication Specialist	IV
Enrollment Information Specialist	IV
Enrollment Technology Specialist	IV
Human Resources Representative	IV
Instructional Service & Support Specialist	IV
Institutional Research Analyst	IV
Payroll Officer	IV
Publications and Design Manager	IV
Purchasing Agent	IV
Technical Support Analyst	IV
Testing Center Manager	IV

APPENDIX A
RENTON PROFESSIONAL-TECHNICAL ASSOCIATION
JULY 1, 2017 TO JUNE 30, 2018
SALARY SCHEDULE

Salary Range	Pay Interval	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K
I	Index	1.000	1.035	1.071	1.108	1.148	1.188	1.230	1.273	1.317	1.363	1.411
	Annual	\$28,438	\$29,420	\$30,455	\$31,518	\$32,633	\$33,775	\$34,969	\$36,194	\$37,453	\$38,762	\$40,118
	Monthly	\$2,369.86	\$2,451.63	\$2,537.89	\$2,626.52	\$2,719.42	\$2,814.57	\$2,914.10	\$3,016.15	\$3,121.11	\$3,230.13	\$3,343.18
	Semi-Monthly	\$1,184.93	\$1,225.81	\$1,268.94	\$1,313.26	\$1,359.71	\$1,407.28	\$1,457.05	\$1,508.08	\$1,560.56	\$1,615.06	\$1,671.59
	Hourly	\$13.67	\$14.14	\$14.64	\$15.15	\$15.69	\$16.24	\$16.81	\$17.40	\$18.01	\$18.64	\$19.29
II	Index	1.155	1.190	1.232	1.275	1.320	1.366	1.414	1.463	1.514	1.567	1.622
	Annual	\$32,853	\$33,856	\$35,049	\$36,270	\$37,546	\$38,847	\$40,200	\$41,608	\$43,056	\$44,563	\$46,123
	Monthly	\$2,737.79	\$2,821.30	\$2,920.74	\$3,022.50	\$3,128.81	\$3,237.24	\$3,350.04	\$3,467.35	\$3,587.98	\$3,713.58	\$3,843.55
	Semi-Monthly	\$1,368.89	\$1,410.65	\$1,460.37	\$1,511.25	\$1,564.41	\$1,618.62	\$1,675.02	\$1,733.67	\$1,793.99	\$1,856.79	\$1,921.78
	Hourly	\$15.79	\$16.28	\$16.85	\$17.44	\$18.05	\$18.68	\$19.33	\$20.00	\$20.70	\$21.42	\$22.17
III	Index	1.236	1.279	1.324	1.371	1.418	1.468	1.519	1.572	1.627	1.684	1.743
	Annual	\$35,156	\$36,377	\$37,652	\$38,979	\$40,334	\$41,740	\$43,201	\$44,714	\$46,269	\$47,890	\$49,566
	Monthly	\$2,929.63	\$3,031.41	\$3,137.68	\$3,248.26	\$3,361.18	\$3,478.37	\$3,600.06	\$3,726.14	\$3,855.77	\$3,990.85	\$4,130.53
	Semi-Monthly	\$1,464.81	\$1,515.71	\$1,568.84	\$1,624.13	\$1,680.59	\$1,739.18	\$1,800.03	\$1,863.07	\$1,927.88	\$1,995.43	\$2,065.27
	Hourly	\$16.90	\$17.49	\$18.10	\$18.74	\$19.39	\$20.07	\$20.77	\$21.50	\$22.24	\$23.02	\$23.83
IV	Index	1.545	1.599	1.655	1.713	1.773	1.835	1.899	1.966	2.034	2.105	2.179
	Annual	\$43,944	\$45,484	\$47,077	\$48,723	\$50,424	\$52,176	\$54,007	\$55,898	\$57,844	\$59,863	\$61,958
	Monthly	\$3,662.03	\$3,790.36	\$3,923.07	\$4,060.29	\$4,202.01	\$4,347.99	\$4,500.61	\$4,658.16	\$4,820.30	\$4,988.57	\$5,163.17
	Semi-Monthly	\$1,831.02	\$1,895.18	\$1,961.54	\$2,030.14	\$2,101.00	\$2,174.00	\$2,250.31	\$2,329.08	\$2,410.15	\$2,494.28	\$2,581.58
	Hourly	\$21.13	\$21.87	\$22.63	\$23.42	\$24.24	\$25.08	\$25.97	\$26.87	\$27.81	\$28.78	\$29.79

Any employee who has ten (10) or more years of seniority on July 5th shall receive an annual longevity stipend of \$600

This schedule will only be implemented if funding and movement is authorized by the State Legislature and approved by the State Board for Community and Technical Colleges.