

# CONTRACT

*between*



**Renton Technical College**

*and*



*A Union of Professionals*

**AFT**

**Renton Technical College Classified**

July 1, 2016 – June 30, 2019

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	Food and Maintenance Workers, July 1, 2016 – June 30, 2017	

## PREAMBLE

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

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

## ARTICLE 1 DEFINITIONS

- 1.1 **Anniversary Date** means the first day of employment with the College as a continuous or annual employee regardless of any new "hire date" assigned as a result of promotion or transfer; PROVIDED there has been no break in service.
- 1.2 **Annual Employee** means a person employed for a specific number of hours per day for twelve (12) months.
- 1.3 **Board** means the Board of Trustees of Renton Technical College.
- 1.4 **College** means Renton Technical College, community and technical college District 27 of the State of Washington.
- 1.5 **College President** means the president of Renton Technical College or his/her designee.
- 1.6 **Daily Employee** means a person employed for a specific number of hours for less than twelve (12) months.
- 1.7 **Day** means workday unless otherwise indicated.
- 1.8 **Employee** means all annual, daily, and temporary custodians, food service, facilities, and grounds maintenance personnel.
- 1.9 **Full-time Employee** means employees who are scheduled to work forty (40) hours per workweek.
- 1.10 **Hire Date** means the first day that an employee is employed at the College.



ARTICLE 1 (continued)

- 1.11 **Labor Representative** means any representative of the certified bargaining agent, who is not employed by the College, designated by the Union to act on behalf of the employees in labor matters.
- 1.12 **New Employee** means an employee who has yet to satisfactorily complete the probationary period as cited in Section 25.3
- 1.13 **Part-time Employee** means employees who are scheduled to work less than forty (40) hours per workweek.
- 1.14 **Seniority Date** means the first day that an annual or daily employee assumes a new position within the bargaining unit. Each time an annual or daily employee changes work unit a new seniority date will result.
- 1.15 **Temporary Employees** are hired as on call employees, seasonal workers or temporary replacements to cover special situations or employees absences. In accordance with 16.5.4 substitutes may be used for special or unforeseen situations but not in lieu of overtime. Temporary employees include all catering positions, substitute custodians, substitute employees in foods and seasonal grounds workers.
- 1.16 **Union** means the AFT Renton Technical College Classified.
- 1.17 **Union Representative** means an employee of the college and a member of the bargaining unit designated by the Union to act on its behalf.
- 1.18 **Work Unit** means any of the four (4) different occupational categories, in this bargaining unit: food services, maintenance, custodial and grounds.

**ARTICLE 2  
RECOGNITION**

**2.1 Bargaining Unit Membership**

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

**2.2 Exclusions**

Nothing contained herein shall be construed to include in the bargaining unit any person whose duties necessarily imply a confidential relationship to the Board of

ARTICLE 2 (continued)

Trustees and President of the College pursuant to RCW 41.56.030(2).

**2.3 Temporary Employees**

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

**2.4 Bargaining Unit Work**

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

**ARTICLE 3  
RECOGNITION AS A TRAINING INSTITUTION**

**3.1 Recognition as a Training Institution**

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

**ARTICLE 4  
MANAGEMENT RIGHTS**

**4.1 Rights Vested in Management**

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

ARTICLE 4 (continued)

4.1.1 The Union recognizes the right of the College to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting time and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.

4.2 **Rights of Employees Not Modified**

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

4.3 **Contracting**

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

**ARTICLE 5  
EMPLOYEE RIGHTS**

5.1 **Right to Join the Union**

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

5.2 **Right to Voice Concerns**

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

ARTICLE 5 (continued)

**5.3 Right to Representation**

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

**5.4 Right to Representation in Employment Relations**

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

**5.5 Right of Citizenship**

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

**5.6 Exercise of Rights**

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

**ARTICLE 6  
UNION RIGHTS**

**6.1 Union's Role and Responsibility**

The Union has the right and responsibility to represent the interest of all employees in the unit; to present its views to the College on matters of concern, either orally or in writing; to consult or be consulted with respect to industrial relations matters and practices which are within the authority of the College; and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**6.2 Grievance Representation**

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

ARTICLE 6 (continued)

view concerning the case.

**6.3 Limits to Grievance Representation**

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

**6.4 Distribution of the Agreement**

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. All new employees shall be given a copy of this Agreement by the College at the time they are employed by the College.

B. Four (4) copies of the contract will be printed with one copy sent to each of the following within the timeframe as set forth in 6.4.A

- AFT Labor Representative
- AFT Local President
- RTC Library
- RTC Human Resources

**6.5 Delegation of Responsibility**

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

**6.6 Union Business Leave**

6.6.1 In order to accomplish the purposes of RCW 41.56, up to a maximum of ten (10) days of leave of absence with pay shall be provided annually to employees elected or appointed to office in the RTC Chapter. Employees shall be released from regular assigned duties under the following provisions:

6.6.2 That such release time, for not less than one-half day, is requested in writing to the President by the employee and the Union, with a copy to the employee's immediate supervisor.

ARTICLE 6 (continued)

6.6.3 That the Union reimburses the College for the normal cost of a substitute for the absent employee within thirty (30) days after billing.

6.6.4 That the written request will be made by the employee and the Union at least three (3) days prior to the requested leave to give maximum advance notification to the College when release time is needed.

6.7 **Access to Employees**

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

6.8 **Access to College Administration**

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

6.9 **Access to Facilities**

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

6.10 **Bulletin Boards**

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

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

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

**6.11 College Mail**

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

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

**6.12 Pertinent Data**

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

6.12.2 At the time of hire, the College will inform the new hire of the terms and conditions of Article 8.

**6.13 Negotiating Committee**

6.13.1 A Negotiating Committee will be selected by the Union.

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

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

**6.14 Labor/Management Committee**

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

**ARTICLE 7  
UNION REPRESENTATIVE**

**7.1 Notice to College**

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

**7.2 Non-Interference**

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

**7.3 Permission to Leave Duty Station**

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

**7.4 Ability to Meet and Confer**

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

**7.5 Duties of the Union Representative**

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

**7.6 Release During Work Time**

Time during work hours will be allowed the union representative for attendance at meetings pursuant to Section 6.14 with the College. Time will be allowed for the union representative to discuss with the employees grievances and appropriate matters directly related to work situations in their area or craft. The union



ARTICLE 7 (continued)

representative will minimize the use of work time in the handling of such matters and will endeavor to not interfere with employees carrying out their regular work assignments.

**ARTICLE 8  
DUES DEDUCTION**

**8.1 Membership**

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

**8.2 Authorization for Dues Deduction**

It is recognized that proper negotiations and administration of negotiated agreements entail expenses which are appropriately shared by all members of the bargaining unit. To this end, each employee within the bargaining unit will be required, as a condition of employment, to join the Union and execute an authorization for continuous deduction or direct payment of regular monthly dues uniformly required of members. If the employee does not join he/she shall pay equivalent amounts to the Union as agency fees. The obligation to join the Union or pay an agency fee shall commence thirty (30) calendar days following the employee's date of hire or thirty (30) calendar days following the effective date of this Agreement, whichever is later.

**8.3 Non-Participation**

Employees with a bona fide religious objection to the foregoing, which is based on religious tenets or teachings of a church or religious body of which said employee is a member, may satisfy this obligation by paying equivalent amounts to a mutually agreeable non-religious charity as specified in RCW 41.56. If the employee and the Union cannot agree to a charity, the assistance of the Public Employees Relations Commission shall be sought to resolve the matter. In the event an employee does not give written authorization for the deduction of dues or equivalent amounts to be paid to a non-religious charity as noted above from his/her salary, the services of said employee shall be discontinued.

**8.4 Termination for Refusal to Join**

Any employee who refuses to become a member of the Union in good standing or pay the agency fee in accordance with the previous sections, shall, after proper

ARTICLE 8 (continued)

notification from the Union to the employer, be immediately discharged from employment by the College.

**8.5 Check-off**

The College shall deduct Union dues or agency fees from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The College shall transmit all such funds deducted to the Treasurer of the United Classified Workers Union of Washington on a monthly basis.

**8.6 Indemnification**

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

**ARTICLE 9  
MAINTENANCE OF STANDARDS AND BENEFITS**

**9.1 Maintaining Standards**

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

**9.2 Exclusions**

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

**ARTICLE 10  
EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

**10.1 Equal Opportunity**

The College and the Union are committed to providing equal access to employment opportunities, and to maintaining a workplace that is free from discrimination. This policy shall apply to all employees and applicants for employment without

ARTICLE 10 (continued)

regard to race or ethnicity; creed; color; national origin; gender; marital status; sexual orientation; age; religion; the presence of any sensory, mental or physical disability; genetic information or status as a Vietnam-era or disabled veteran.

**10.2 Protected Employment Actions**

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

**10.3 Affirmative Action**

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

**ARTICLE 11  
HEALTH AND SAFETY**

**11.1 Safety Committee**

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

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

**11.2 Reporting Unsafe Conditions**

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

ARTICLE 11 (continued)

**11.3 Uniforms**

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

**11.4 Raingear**

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

**11.5 Tools**

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

**11.6 Special Equipment**

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

**11.7 Safe Use of Equipment**

All employees shall use equipment and supplies in a safe manner.

**ARTICLE 12  
SENIORITY RIGHTS**

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

ARTICLE 12 (continued)

- 12.2 The seniority rights of an employee shall be lost for the following reasons:
  - 12.2.1 Resignation;
  - 12.2.2 Discharge for justifiable cause; or
  - 12.2.3 Retirement.
  
- 12.3 Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work:
  - 12.3.1 Military Leave (up to two (2) years);
  - 12.3.2 Layoff (up to two (2) years);
  - 12.3.3 Industrial injury (the second year; first year covered in Section 12.4);
  - 12.3.4 All authorized leaves (the second year; first year covered in Section 12.4).
  - 12.3.5 Change in work unit up to two years.
  
- 12.4 Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:
  - 12.4.1 Industrial injury (up to one (1) year);
  - 12.4.2 All authorized leaves, paid or unpaid (up to one (1) year);
  - 12.4.3 Holidays and vacations.
  
- 12.5 Seniority rights shall be effective within the work unit.
  
- 12.6 Except as otherwise provided in this Agreement, the employee with the earliest seniority date shall have seniority regarding shift selection, vacation periods and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees or new hires.

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

**ARTICLE 13  
SPECIAL PROVISIONS FOR FOOD SERVICE WORKERS**

**13.1 Assignment**

- 13.1.1 Except for on-call catering employees, each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee EXCEPT in emergencies.
- 13.1.2 All Daily Food Service employees will be employed on an hourly basis for time actually spent on their assignment. Pay for vacation will be made according to other provisions of this contract.
- 13.1.3 All Food Service employees who express an interest, whose work shifts are decreased by the modified instructional calendar and/or summer schedule, will be offered extra hours in catering operations to compensate for lost hours due to a decrease in work schedule.
- 13.1.4 Food service programs present special situations as they exist to provide learning stations for students in the various food preparation programs. Funding for programs is fee-supported and students are expected to perform duties as assigned. Students work for the duration of the program and may be paid under federal work study grants. Such work is required by the program, is authorized by the College and is not covered under the provisions of this contract. Students will not be used by the College to replace Annual or Daily Food Service employees nor to reduce their regularly scheduled hours.
- 13.1.5 Under the direction of the custodian, and with the coordination of the lead catering cook, catering helpers will assist in the set-up of rooms for catering events. If the custodian is not available, catering helpers may rearrange rooms.

**ARTICLE 14  
SPECIAL PROVISIONS FOR MAINTENANCE WORKERS**

**14.1 Assignment**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee EXCEPT in emergencies.

ARTICLE 14 (continued)

**14.2 Call Back Service**

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

**14.3 Seniority Rights**

14.3.1 Seniority shall govern in all lateral transfers of employees covered by this Agreement except Maintenance Lead.

14.3.2 Seniority shall govern in promotion and transfer to Maintenance Lead when merit and leadership capability are determined to be comparable.

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

**15.1 Call Back Service**

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

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

ARTICLE 15 (continued)

**15.2 Seniority Rights**

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

**15.3 Boiler Operator License**

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



**ARTICLE 16  
WORK WEEK AND WORK SCHEDULING**

**16.1 Work Week**

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

**16.2 Work Shifts**

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

ARTICLE 16 (continued)

16.2.4.1 Any person on the four ten-hour (4/10) shift will receive overtime after ten (10) hours in a day or forty (40) hours in a week, otherwise overtime will be in accordance with the provisions contained in section 16.5. All sick leave, vacation, and other paid time will be based in the ten (10) hour day.

16.2.4.2 All employees interested in the four ten-hour (4/10) days will inform the manager by July 10<sup>th</sup> of the current year. Once all have so stated, selecting either the Friday off or the Monday off will be determined by seniority. The manager has the right to ensure that satisfactory coverage is met.

16.2.4.3 Special provisions for swing and graveyard shift Custodians: To ensure satisfactory coverage during this summer shift change the manager may offer the four ten-hour (4/10) days or an early start to the employee's normal swing or graveyard shift.

**16.3 Work During Lunch**

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

**16.4 Shift Change**

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

**16.5 Overtime**

16.5.1 Notice Every effort will be made to give as much advance notice as possible of overtime requirements.

16.5.2 Compensation Rates All employees shall be compensated for overtime in accordance with this section.

perform overtime work shall notify their immediate supervisor.

ARTICLE 16 (continued)

- 16.5.2.1 Any time worked in excess of eight (8) hours per day shall be compensated at one and one-half (½) times the employee's base hourly rate.
- 16.5.2.2 Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours shall be compensated at one and one-half (½) times the employee's base hourly rate.
- 16.5.2.3 All hours in excess of forty-eight (48) hours per week shall be compensated at two (2) times the employee's base hourly rate.
- 16.5.2.4 Except for on call catering employees, all hours worked on Saturday shall be compensated at no less than one and one-half (½) times the employee's base hourly rate, unless Saturday is a regularly scheduled work day.
- 16.5.2.5 Except for on call catering, the Wednesday through Sunday custodial shift and the Saturday through Wednesday custodial shift, all hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

16.5.3 Assignment Custodians who wish to have the opportunity to perform overtime work shall notify their immediate supervisor. Custodians wishing to work overtime will be placed on a list which will activate by rotation, with the first senior custodian being asked first then to the next in succession until it reaches back to the most senior again and then repeats itself. If an employee wishes to be taken off the list, they must so inform their supervisor. If an employee wishes to be added to the list they will be placed on the bottom of the list for the next rotation.

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

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

**16.6 Compensatory Time Off**

At the option of the employee, compensatory time may be taken in lieu of authorized overtime payment, in accordance with the provisions of applicable state and federal law. Compensatory time must be granted at the rate in accordance with Article 16.5

ARTICLE 16 (continued)

above.

16.6.1 Compensatory Time Use

An employee must use compensatory time prior to using vacation leave, unless this would result in the loss of his or her vacation leave or the employee is using vacation leave for domestic violence leave. Compensatory time must be used and scheduled in the same manner as vacation leave, as in Article 18. Employees may use compensatory time for leave as required by the Domestic Violence Leave Act, RCW 49.76. Compensatory time must be used within 12 months of transfer to an overtime exempt position within the College.

16.6.2 Compensatory Time Cash Out

a. All compensatory time must be used by June 30<sup>th</sup> of each year. If compensatory time balances are not scheduled to be used by the employee by May of each year, the supervisor will contact the employee to review his or her schedule. The employee's compensatory time balance will be cashed out every June 30<sup>th</sup> or when the employee separates from the Employer.

b. As an exception to Subsection 16.6.2.a above, a Vice President or Director will allow an employee to carry forward up to thirty-two (32) hours of compensatory time past June 30<sup>th</sup> when an employee's workload requires overtime during the months of April, May and June. Payroll and Human Resources must be notified no later than June 10<sup>th</sup>.

16.7 **College Closures**

16.7.1 The College President or designee 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.

16.7.2 In the event of College closure emergency staff is required to work as regularly scheduled. Emergency staff include: all maintenance, grounds and full-time custodians (excluding substitute custodians unless otherwise requested).

16.7.3 If the College is closed, the buildings will be closed and non-emergency staff cannot report to work. The only people allowed on campus will be the emergency staff and under certain circumstances the catering staff.

ARTICLE 16 (continued)

- 16.7.4 If the employee reports to work for his/her regular shift and the College is subsequently closed after their shift begins 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. All annual and daily employees will be paid for their entire shift. Temporary employees will be paid for their entire assigned shift or a minimum of two hours, whichever is greater.
- 16.7.5 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 closed during the shift, the employee must take leave for the entire shift.
- 16.7.6 The following options will be made available for time lost for non emergency annual and daily employees:
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.
- 16.7.7 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.
- 16.7.8 The College will send out the emergency instructions annually

**ARTICLE 17  
HOLIDAYS**

**17.1 Annual Employees – Holidays**

All twelve (12) month employees (annual employees who are scheduled to work for 260 days per year) shall receive the following paid holidays:

- 17.1.1 Labor Day
- 17.1.2 Veterans Day
- 17.1.3 Thanksgiving Day
- 17.1.4 The day after Thanksgiving Day
- 17.1.5 Christmas Day
- 17.1.6 New Year's Day
- 17.1.7 The legally designated day for Martin Luther King Jr.'s birthday
- 17.1.8 Presidents' Day
- 17.1.9 Memorial Day
- 17.1.10 Independence Day
- 17.1.11 Personal Holiday (One (1) day)  
An employee planning to use a personal holiday will notify his/her supervisor at least two (2) days in advance.

**17.2 Holidays on Weekends**

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

**17.3 Daily Employees – Holidays**

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

- 17.3.1 Labor Day
- 17.3.2 Veterans Day
- 17.3.3 Thanksgiving Day
- 17.3.4 Day after Thanksgiving
- 17.3.5 Christmas Day
- 17.3.6 New Year's Day
- 17.3.7 The legally designated day for Martin Luther King Jr.'s birthday
- 17.3.8 Presidents' Day
- 17.3.9 Memorial Day
- 17.3.10 Independence Day

ARTICLE 17 (continued)

17.4 **Un-Worked Holidays**

Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs. Employees who are on the active payroll on the holiday and have worked their last scheduled shift preceding the holiday and their first scheduled shift succeeding the holiday, and are not on leave of absence, shall be eligible for pay for such un-worked holiday. An exception to this requirement will occur if employees can furnish proof satisfactory to the College that because of illness they were unable to work on either of such shifts, and the absence previous to such holiday, by reason of such illness, has not been longer than thirty (30) regular workdays.

17.5 **Worked Holidays**

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

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

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

- A. Leave for holidays for a reason of faith or conscience may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or the employee is necessary to maintain public safety.
- B. The Employer will allow an employee to use available compensatory time, personal convenience leave, a personal holiday or vacation leave in lieu of leave without pay. All requests to use the aforementioned types of leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- C. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
- D. An employee must give at least fourteen (14) calendar days' written notice to their Supervisor. However, the employee and supervisor may agree upon a shorter timeframe.
- E. Employees will only be required to identify that the request for leave without pay is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization.

**ARTICLE 18  
VACATION LEAVE**

**18.1 Vacation Leave - Accrual Rate**

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

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



ARTICLE 18 (continued)

**18.2 Daily Employees - Payout Option**

Daily employees may use vacation throughout the year or receive a payout of up to one year's unused/accrued vacation on September 10<sup>th</sup>. Requests for the September 10<sup>th</sup> vacation payout must be made to Human Resources by August 15<sup>th</sup>.

**18.3 Vacation Scheduling**

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

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

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

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

**18.4 Payment Upon Separation**

Any employee leaving the employ of the College, who has completed the probation period, will be paid for accrued vacation not to exceed 30 days. The employee will be allowed to use any vacation in excess of 30 days by extending his/her date of termination.

**18.5 Payment Upon Death of the Employee**

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

ARTICLE 18 (continued)

**18.6 Resignation Notice Required**

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

**18.7 Payment Upon Separation Prohibited**

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

**18.8 Authority to Use Vacation in Lieu of Sick Leave**

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

**18.9 Maximum Accrual**

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

**18.10 Change in Accrual Rate**

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

**18.11 Accrual and use Begins**

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

**ARTICLE 19  
SICK LEAVE**

**19.1 Accrual Rates**

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

ARTICLE 19 (continued)

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

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

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

**19.2 Use of Sick Leave**

19.2.1 Sick leave may be used for absence due to personal illness, for doctor appointments, or to care for a seriously ill member of the immediate family.

19.2.2 Days used for emergency leave will be deducted from the employee's accumulated sick leave days.

**19.3 Sick Leave Buy-Back**

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

**19.4 Payment Upon Separation**

At the time of separation from the College employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full day's accrued leave for illness or injury.

**19.5 Legislative Revocation of Benefits**

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

**19.6 Certification of Illness or Injury**

19.6.1 A doctor's certificate is needed for sick leave absences lasting more than five (5) consecutive days.

19.6.2 Employees who are absent two (2) consecutive days because of an injury either on or off the job may be required to have the attending doctor certify their fitness before they return to work.

ARTICLE 19 (continued)

**19.7 Unpaid Sick Leave**

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

**19.8 Transfer of Sick Leave**

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

**ARTICLE 20  
FAMILY & MEDICAL LEAVE**

**20.1** 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

ARTICLE 20 (continued)

the leave.

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

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

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

- 20.3** Entitlement to family medical leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.

- 20.4** The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.

- 20.5** The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.

- 20.6** The College will continue the employee's existing College-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay 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.

- 20.7** 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 20.1 may request that family medical leave run concurrently with absences due to work-

## ARTICLE 20 (continued)

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.

### **20.8 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 21.4 - General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 33.
- 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 20.10 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.

**20.9** 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.

**20.10** 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.

**20.11** 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.

**20.12** 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.

ARTICLE 20 (continued)

- 20.13** An employee returning from family medical leave will have return rights in accordance with FMLA and WFLA.
- 20.14** 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.
- 20.15** 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 21  
OTHER LEAVES**

**21.1 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.

**21.2 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, brother.

## ARTICLE 21 (continued)

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.

### **21.3 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.
- 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, 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.
- H. Employees with special hardship situations may be granted additional emergency days by the President.



#### **21.4 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; (f) military leave; and (g) civic responsibility. The terms of the leave of absence will be confirmed in writing by the College.
- B.** The leave of absence of an employee on leave for reasons other than military service will terminate at the end of one (1) full year in which no service has been rendered. No more than one (1) year will be granted to any family unit for maternity/paternity leave for any one (1) child.
- C.** Except for military service, there shall be no other employment while on leave without prior approval of the President.
- D.** The returning employee will be assigned to the position occupied before the leave of absence. If that position is unavailable/eliminated, the employee may choose a vacant position substantially equal in duties and compensation or any opening for which the employee is qualified.
- E.** Employees filling positions of employees on leave of absence will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this Agreement. It shall be the responsibility of the College to inform replacement employees of these provisions. This provision does not apply to leaves of short duration for which the College presently hires temporary employees.
- F.** The employee will retain accrued sick leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, sick leave, and seniority shall not accrue while the employee is on leave of absence; provided, however, that if such leave is approved for extended illness or injury, seniority shall accrue.
- G.** All staff reduction policies and reassignment provisions applied for the period of the leave will be equally applicable to the employee while on leave.
- H.** The employee will contact Human Resources, in writing, not later than two (2) weeks prior to the time they propose to return to work and indicate his/her ability to return to work.

#### **21.5 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 his/her supervisor when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.

## ARTICLE 21 (continued)

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

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

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

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

### **21.6 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 his or her 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.

### **21.7 Uniformed Service Shared Leave Pool**

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

## ARTICLE 21 (continued)

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.

### **21.8 Domestic Violence Leave**

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

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

## **ARTICLE 22 PERSONAL CONVENIENCE LEAVE**

### **22.1 Annual Employee**

All twelve (12) month employees (annual employees who are scheduled to work for 260 days per year) shall receive the following personal convenience leave.

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

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

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

ARTICLE 22 (continued)

- 22.1.3 Personal convenience leave days may be used at the discretion of the employee with the prior approval of the College. Employees who want to extend vacation or holiday periods will request use of personal convenience leave in accordance with Section 18.4.
- 22.1.4 An employee planning to use a personal convenience leave day or days will notify his/her supervisor at least two (2) days in advance.

**22.2 Daily Employee**

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

- 22.2.1 On July 1 of each year, each employee will be credited with two (2) days personal convenience leave.
- 22.2.2 Employees may accumulate up to a maximum of four (4) days of personal convenience leave. Should an employee have an accumulated balance of four (4) days, the employee will not receive additional person convenience leave.
- 22.2.3 Employees whose initial hire date is between August 1<sup>st</sup> and December 31<sup>st</sup> shall receive a prorated amount of personal convenience leave. Employees hired on or after January 1<sup>st</sup> will be credited with their personal convenience leave the following July 1<sup>st</sup>.
- 22.2.4 The personal convenience leave day may be used at the discretion of the employee, except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year, or be on the first or last day of the College's students' instructional year. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program.
- 22.2.5 An employee planning to use a personal convenience leave day or days will notify his/her supervisor at least two (2) days in advance.

**ARTICLE 23  
HEALTH AND WELFARE INSURANCE**

**23.1 Basic Benefits Enumerated**

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

**23.2 Eligibility**

For purposes of this Section 27.1, an eligible employee is defined in WAC 182-12-114.

**23.3 “Before Tax” Salary Reduction Plan – Dependent Care**

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

**23.4 Continuation of Benefits**

23.4.1 In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue the funded monthly medical/dental and insurance payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one (1) day per month as pay status for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health/dental plan beyond the six (6) months, he/she 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.

23.4.2 Any employee who is on authorized unpaid leave may continue his/her Term Life and Accidental Death Plan via direct monthly payments to the state Health Care Authority. Employees on such leave must make written arrangements with Human Resources.

23.4.3 Any employee who is on layoff status shall be allowed to continue his/her participation in College medical and/or dental programs via direct monthly payments to the state Health Care Authority, to the extent provided by law. Such employees must make written arrangements with Human Resources.

**23.5 On-the-Job Injury**

In the case of accidental injuries or work-related illness which occur to employees during the work hours and/or while they are carrying out their responsibilities, the College agrees to maintain maximum allowable coverage under the current provisions of worker's compensation rules. The College further agrees to review each such accident case on an individual basis when the loss of salary is involved. The College shall provide necessary information and forms to the employee who is filing a claim under the worker's compensation.

Employees are to promptly report all accidental injuries or work-related illnesses to immediate supervisors or designees. Supervisors must report any accidental injuries or work-related illnesses within twenty-four (24) hours of occurrence to Human Resources.

**23.6 Deferred Retirement Plans**

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

**23.7 Liability and Indemnification**

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

**23.8 Retirement**

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

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

23.9.1 The College shall make available to eligible employees a VEBA plan to allow employees, upon retirement, to convert sick leave into a medical reimbursement plan pursuant to RCW 28B.50.553 and College policy and procedures.

ARTICLE 23 (continued)

- 23.9.2 As a condition of participation each eligible employee must submit to the college a signed hold harmless agreement complying with RCW 28B.50.553. If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan. The eligible employee will not be permitted to participate in the Plan and remunerations for accrued sick leave at retirement shall be forfeited.
- 23.9.3 Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care expenses not covered by insurance (including co-payments and deductibles) until the account is exhausted.
- 23.9.4 Participation in VEBA will automatically renew each year. However, if one or more members are eligible to retire, the Union may conduct a vote in October to determine participation for the following year. The union will notify the Human Resource Development Director in writing, by December 31<sup>st</sup>, if they choose not to participate in the VEBA plan the following year.
- 23.9.5 Upon request, the College will provide the union with a list of members who will be eligible to retire in the following year.

**23.10 Flexible Spending Account**

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

**ARTICLE 24  
POSITION DESCRIPTIONS**

**24.1 Position Descriptions**

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

ARTICLE 24 (continued)

**24.2 New Positions Covered by the Union**

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

**24.3 Evaluation Forms**

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

**24.4 Administrative Channels**

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

**24.5 Requirement to Hold a Valid Drivers License**

If an employee operates a vehicle in performance of his/her duties, he/she must hold a valid Washington State Drivers License.

**ARTICLE 25  
SELECTION**

**25.1 Posting Announcements**

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

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

**25.2 Selection Criteria**

25.2.1 Candidates will be selected for an interview pursuant to a comparative analysis of the qualifications as noted on the job posting. Final selection for the vacant position will be made by the College with consideration being given to the degree to which the qualifications noted are met or exceeded, work history, evaluations, recommendations, and seniority. Special consideration will be given to employees covered by this agreement who are qualified for open positions covered by this agreement and who timely apply for such positions.



ARTICLE 25 (continued)

25.2.2 Employees may apply for a promotion during a trial period except as cited in 15.2.4.

**25.3 Probationary Period (New Employees)**

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

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

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

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

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

**25.4 Probationary Period (Promoted or Transferred Employees)**

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

25.4.2 Prior to expiration of ninety (90) calendar days, the promoted employee may return to his/her former or comparable position upon written request. The College may return the employee to his/her former or comparable position for justifiable cause. The employee shall receive the higher rate of pay during such a probationary trial period. Upon completion of a satisfactory probation period, the employee's status will become permanent.

**ARTICLE 26  
SALARY ADMINISTRATION**

**26.1 Pay for All Hours Worked**

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

ARTICLE 26 (continued)

**26.2 Salary Schedules Identified**

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

**26.3 Conditions for Modifying Salary Schedules**

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

26.3.1 For 2010-2011, 2011-2012 and 2012- 2013 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. In this event each employee who is eligible for an increment and who has remaining incremental movement available will be granted one (1) increment effective with the date approved by the State Board for Community and Technical Colleges.

26.3.2 Should the state authorize and fund an amount for classified salaries higher than the amounts shown on Schedules A and B, the College will improve the salary schedule in cooperation with the union to cause the total salary increase (increments plus percentage allocated to Schedule improvement) to reach the percentage allocated in the State Appropriations Act.

26.3.3 It must be clearly understood that the College must meet all requirements set by the state in the budget allocation for each school year. When the amount is known, the College will prepare Schedules A and B with the salary improvement authorized by the legislature and allocated and approved by the State Board for Community and Technical Colleges.

26.3.4 If the state legislature revises the law on allowing additional salary increases to be bargained locally over and above the state allocation, the Union and the College agree to reopen Section 30.3 and Schedules A and B.

**26.4 Retroactive Pay**

Should the date of execution of this Agreement be subsequent to the effective date, salaries, including overtime, shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular pay day following execution of this Agreement, if possible, and in any case not later than the second regular pay day. In the case of retroactive pay resulting from negotiations pursuant to Article 26, such

ARTICLE 26 (continued)

retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, or as otherwise agreed or required by law.

**26.5 Calculation of Daily Hours**

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

**26.6 Salary Improvement**

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

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

**26.7 Incremental Movement**

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

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

**26.8 Salary Schedule Placement**

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

- 26.8.1 If a new food service, maintenance, or grounds employee meets the minimum qualifications and has less than five (5) years experience, they will be placed at Step A.
- 26.8.2 If a new food service, maintenance or grounds employee meets the minimum qualifications and has five (5) years experience in the field, they will be placed at Step B.
- 26.8.3 If a new food service, maintenance or grounds employee meets the minimum qualifications and has ten (10) years experience in the field, they will be placed at Step C.

**26.9 Salary Schedule Placement for Custodial**

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

ARTICLE 26 (continued)

- 26.9.1 If a new custodial employee meets the minimum qualifications and has less than five (5) years experience they will be placed at Step B.
- 26.9.2 If a new custodial employee meets the minimum qualifications and has five (5) years experience in the field, they will be placed at Step C.
- 26.9.3 If a new custodial employee meets the minimum qualifications and has ten (10) years experience in the field, they will be placed at Step D.
- 26.9.4 If a new custodial employee has five (5) or more years experience in the field at a school district or college they will be placed up one additional level not to exceed Step E.
- 26.9.5 This section does not apply to substitute custodians.

**26.10 Salary on Promotion**

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

**26.11 Salary for Working Out-Of-Class**

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

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

**26.12 Positive Time Reporting**

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

**ARTICLE 27  
TRAVEL EXPENSES**

**27.1 Mileage**

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

**27.2 Room and Board**

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

**ARTICLE 28  
COMPENSATION FOR REQUIRED LICENSES**

**28.1 Reimbursement**

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

**ARTICLE 29  
TEMPORARY EMPLOYEES**

**29.1 Coverage Upon Hire**

Temporary employees, as defined in Section 1.13, shall be covered by this Agreement upon hire.

**29.2 Exclusion from Coverage**

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

- 29.2.1 Article 12, Seniority Rights
- 29.2.2 Article 13, Special Provisions for Food Service Workers
- 29.2.3 Article 14, Special Provisions for Maintenance Workers
- 29.2.4 Article 15, Special Provisions for Custodial and Grounds Workers
- 29.2.5 Articles 17, Holidays through Article 22, Personal Convenience Leave

ARTICLE 29 (continued)

- 29.2.6 Article 31, Reduction in Force/Layoff  
The use of temporary employees shall be based on the needs of the College.
- 29.2.7 Article 32, Discipline and Dismissal  
The use of temporary employees shall be based on the needs of the College. Any action by the College to not use a temporary employee shall not be considered disciplinary action and is not grievable.
- 29.2.8 Article 33, Grievance Procedures, beyond the step which goes to the College President.

**29.3 Prohibitive Use**

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

**29.4 Evaluation**

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

**29.5 Pay Schedules Identified**

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

**29.6 Movement**

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

**ARTICLE 30  
TRAINING**

**30.1 Training Budget**

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

**30.2 Use of Funds**

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

## ARTICLE 30 (continued)

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

### **30.3 Tuition Waivers**

- 30.3.1 Annual and Daily employees employed at least halftime (20 hours per week), after completion of their probationary period, may enroll in a Renton Technical College class without paying tuition. The tuition waiver will be based on a space available basis. Not all classes offered by the College are eligible for fee waiver. To receive approval, the employee requests the training through their supervisor. Final approval is determined by the Vice President of Administration and Finance.
- 30.3.2 New maintenance and custodial employees do not need to wait until completion of their probationary period when enrolling in a Renton Technical College Boiler Operator class.
- 30.3.3 Employees may apply for tuition waivers at Washington State universities and community colleges per RCW 28B.15.558. To determine eligibility employees should contact the specific college.

### **30.4 Safety Training**

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

### **30.5 In-Service Activities**

All employees are encouraged to attend In-Service activities. An effort will be made with the supervisor to accommodate schedule or shift changes for graveyard and swing employees if requested. Any hours of in-service required by the College will be paid for by the College at the employee's regular rate, or at the employee's overtime rate if appropriate.

**ARTICLE 31**  
**REDUCTION IN FORCE/LAYOFF**

**31.1 Process**

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

- 31.1.1        Notification to the Union    If the College contemplates reductions (layoffs or reduced hours), it shall inform the Union in writing, as to the necessity for, and the methods by which, such reductions shall be made before any such reductions are implemented.
  
- 31.1.2        Positions to be Reduced or Laid Off    The number and type of positions to be eliminated shall be determined by the College. This information will be provided to the Union.
  
- 31.1.3        Layoff List    The College will establish a list of employees within each of the work units, by seniority, noted in Section 2.1
  
- 31.1.4        Bumping Rights    Employees within each work unit shall be allowed to “bump” the least senior employee in their current work unit if they have proper qualifications for the work performed. When determining the proper qualifications the College will look at only College employment.
  
- 31.1.5        Notification to the Employee    The College will notify affected employees at least thirty (30) days in advance of impending layoffs or reduction in hours. In the event of an unforeseen emergency situation (including, but not limited to acts of nature, catastrophic systems failure and destruction due to fire), the College may give less than 30 days notice of layoff.

**31.2 Reemployment List**

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

**31.3 Employee’s Change of Address**

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



ARTICLE 31 (continued)

**31.4 Non-Responsiveness**

An employee shall forfeit rights to reemployment as provided in Section 35.2 if the employee does not comply with the requirements of Section 35.5, or if the employee does not respond to the offer of reemployment within fifteen (15) days.

**31.5 Rejection of Reemployment Offers**

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

**31.6 Temporary Layoffs**

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

**ARTICLE 32  
DISCIPLINE AND DISMISSAL**

**32.1 General Principles of Discipline**

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

**32.2 Cause for Discipline**

The College shall have the right to discipline an employee, up to and including dismissal, for justifiable cause, but only if it does so within twenty-one (21) calendar days of demonstratively having knowledge of the alleged misconduct.

32.2.1 An employee shall be subject to termination as the appropriate culmination of a course of progressive discipline. The principles of progressive discipline shall be used except when the nature of the problem requires more serious or immediate action. Progressive discipline includes the following steps: verbal warning, written warning, suspension without pay, and dismissal.

ARTICLE 32 (continued)

- 32.2.2 No prior discipline shall be required, and an employee shall be subject to immediate termination, for any of the following that occur during work time or on college property: (a) assault, (b) being under the influence of alcohol or illegal drugs, (c) child abuse, (d) destruction or gross negligent use of College vehicles, property or equipment, (e) sleeping on the job, or (f) theft.
- 32.2.3 In addition, an employee who has received any three (3) disciplinary actions within a one (1)-year period may have his/her employment terminated upon the occurrence of any fourth disciplinary action.
- 32.2.4 An employee may petition to have warning notices removed from his or her personnel file fifteen (15) months from the date of the last notice, provided there have been no further notices for a six (6) month period.

**32.3 Process for Discipline**

- 32.3.1 A disciplinary meeting shall be held whenever a verbal warning or a written warning is contemplated. The College shall clearly inform the employee that a meeting may lead to disciplinary action and that the employee has the option to have third party representation (typically a Union representative or other College employee) in attendance.
- 32.3.2 A disciplinary meeting shall be held whenever suspension without pay or dismissal is contemplated. The College shall inform the employee that a meeting may lead to advanced disciplinary action and that the employee has the option to have third party or Union representation in attendance. Any such meeting may be reasonably delayed until third party or Union representation is in attendance but in no case for more than five (5) work days.
- 32.3.3 The College shall give an employee a written statement of the reason(s) for any suspension without pay or termination. Before a suspension without pay or termination, the College shall offer the employee a reasonable opportunity to explain and defend his/her conduct. The College shall notify the Union of any such disciplinary action within five (5) work days of action.
- 32.3.4 The College shall make every reasonable effort to handle discipline of an employee as confidentially and discreetly as the situation warrants and is possible under the circumstances.

### **32.4 Traffic Safety Violations**

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

## **ARTICLE 33 GRIEVANCE PROCEDURES**

### **33.1 Scope**

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

- 33.1.1 The interpretation and application of this Agreement.
- 33.1.2 The interpretation and application of specific written College policy, rules and regulations.
- 33.1.3 Grievance Defined A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written College policy, rule or regulation.
- 33.1.4 Resolutions Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.
- 33.1.5 Informal Discussions Both parties encourage the informal resolution of issues before they become grievances, which are semi- legal proceedings which hinge upon facts being developed, with rules of evidence, and strict time lines. The employee's concerns need to be presented by the employee to the appropriate supervisor. Every effort will be made by all concerned to develop an understanding of the facts and issues in order to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the information discussion(s) relative to the matter in question, he/she may proceed to the formal grievance procedure.

ARTICLE 33 (continued)

- 33.1.6 Freedom From Reprisal Individuals involved in the grievance process whether as a grievant, a witness, or otherwise, shall not suffer any restraint, interference, discrimination, harassment, coercion or reprisal on account of their participation in the grievance process.

**33.2 Formal Grievance Steps**

- 33.2.1 Step One An employee or the Union shall commence the grievance by filing a written grievance with his/her immediate supervisor. A written grievance must be submitted within fifteen (15) work days of the date that the employee or the Union first had actual knowledge of the grievable act, and must contain, at a minimum, the following:
- 33.2.1.1 The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred or did not occur; a description of the events, actions or inactions which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
  - 33.2.1.2 The sections of this Agreement or College rule/policy allegedly violated;
  - 33.2.1.3 The specific remedy sought.
  - 33.2.1.4 Grievances must be signed and dated by the grievant. Within fifteen (15) work days receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.
- 33.2.2 Step Two If the grievance is not resolved, to the employee's satisfaction at Step One, the grievant may, within fifteen (15) work days after the last day the immediate supervisor has to respond in Step One, submit his/her grievance to the President or his/her designee. Within fifteen (15) work days receipt of the written grievance, the President or his/her designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the President may extend the timelines at this level up to fifteen (15) work days. The investigative hearing cannot be extended beyond thirty (30) work days unless mutually agreed to by both parties. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) work days after the hearing, the President or his/her designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

ARTICLE 33 (continued)

- 33.2.3        Step Three A        If the grievant is not satisfied with the resolution at Step Two, the Union may, within fifteen (15) work days after receipt of the written response from Step Two, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:
- 33.2.3.1      The arbitrator shall limit his/her decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement.
- 33.2.3.2      There shall be no appeal from the Arbitrator's decision if within the scope of his/her authority. It shall be final and binding on the Union, the employee(s) involved, and the College.
- 33.2.3.3      The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 33.2.3.4      The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in subsection 37.2.3.1 above.
- 33.2.4        Step Three B        If the grievant is not satisfied with the resolution at Step Two, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of specific written College policy, rule or regulation, he/she may, within fifteen (15) calendar days receipt of the written response from Step Two, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:
- 33.2.4.1      The Board may employ a Hearing Officer to hear the case in its stead.
- 33.2.4.2      The Board may hear the case itself.
- 33.2.4.3      The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.
- 33.2.4.4      The grievant shall be notified of said hearing at least five (5) days prior to the set date.
- 33.2.4.5      The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Union.

ARTICLE 33 (continued)

**33.3 Time for Hearings**

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

**33.4 Timelines**

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

**ARTICLE 34  
NO WORK STOPPAGE**

**34.1 No Work Stoppage**

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

**ARTICLE 35  
SALARY AUTHORIZATION & OTHER OPENERS**

**35.1 All Provisions Applicable**

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

ARTICLE 35 (continued)

**35.2 Mutual Agreement to Open**

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

**35.3 Opening of Salary Schedules**

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

**35.4 Legislative Action**

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

**ARTICLE 36  
SAVINGS CLAUSE**

**36.1 Savings**

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

**36.2 Bargaining of Replacement Language**

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

**ARTICLE 37  
SCOPE OF AGREEMENT**

**37.1 Scope**

This Agreement constitutes the negotiated agreements between the College and the Union and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules,

ARTICLE 37 (continued)

regulations, policies, resolutions, or practices of the employer which shall be contrary to or inconsistent with its terms.

**37.2 Separate Agreements**

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

**ARTICLE 38  
ENTIRE AGREEMENT**

**38.1 Entire Agreement**

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




**ARTICLE 39  
TERM OF AGREEMENT**


**39.1 Term**      The term of this Agreement shall be July 1, 2016 to June 30, 2019.

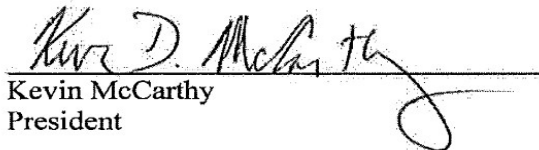
Signed this 19<sup>th</sup> day of October, 2016.

FOR RENTON TECHNICAL COLLEGE


  
\_\_\_\_\_  
Debra Entenman, Vice Chair  
Board of Trustees

FOR THE AFT RENTON TECHNICAL  
COLLEGE CLASSIFIED

  
\_\_\_\_\_  
Robert Coggin  
Representative

  
\_\_\_\_\_  
Kevin McCarthy  
President

Approved as to form:

  
\_\_\_\_\_  
John D. Clark  
Assistant Attorney General

**SCHEDULE A**  
**AFT Renton Technical College Classified Salary Schedule**  
**July 1, 2017 - June 30, 2018**

<b>Work Unit Custodial</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Substitute Custodian	Hourly	\$13.80					
Custodian I	Annual Rate	\$31,212	\$32,312	\$33,441	\$34,586	\$35,802	\$38,131
	Monthly	\$2,601.01	\$2,692.64	\$2,786.76	\$2,882.14	\$2,983.50	\$3,177.57
	Hourly	\$15.01	\$15.53	\$16.08	\$16.63	\$17.21	\$18.33
Custodian II (with Boiler Operator License)	Annual Rate	\$32,019	\$33,148	\$34,321	\$35,509	\$36,742	\$39,081
	Monthly	\$2,668.23	\$2,762.36	\$2,860.06	\$2,959.10	\$3,061.81	\$3,256.76
	Hourly	\$15.39	\$15.94	\$16.50	\$17.07	\$17.66	\$18.79
Custodian III	Annual Rate	\$33,969	\$35,127	\$36,345	\$37,606	\$38,912	\$41,357
	Monthly	\$2,830.74	\$2,927.28	\$3,028.73	\$3,133.86	\$3,242.64	\$3,446.45
	Hourly	\$16.33	\$16.89	\$17.47	\$18.08	\$18.71	\$19.88
Custodian V Lead	Annual Rate	\$37,797	\$39,088	\$40,452	\$41,845	\$43,283	\$46,047
	Monthly	\$3,149.77	\$3,257.30	\$3,371.00	\$3,487.12	\$3,606.90	\$3,837.25
	Hourly	\$18.17	\$18.79	\$19.45	\$20.12	\$20.81	\$22.14

**Note:** Additional premium pay of \$1.00 per hour will be paid for the full eight (8) hour shift for custodians who work the graveyard shift.

An additional \$1.25 per hour for Sunday hours will be paid to custodians who work the Wednesday through Sunday shift and the Saturday through Wednesday shift.

<b>Work Unit Grounds</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Seasonal Grounds Worker	Hourly	\$13.80					
Grounds Worker	Annual Rate	\$34,688	\$35,905	\$37,181	\$38,472	\$39,806	\$42,383
	Monthly	\$2,890.63	\$2,992.09	\$3,098.46	\$3,205.99	\$3,317.19	\$3,531.90
	Hourly	\$16.68	\$17.26	\$17.88	\$18.50	\$19.14	\$20.38
Grounds Worker Lead	Annual Rate	\$41,347	\$42,828	\$44,324	\$45,879	\$47,507	\$50,524
	Monthly	\$3,445.55	\$3,569.00	\$3,693.69	\$3,823.22	\$3,958.91	\$4,210.36
	Hourly	\$19.88	\$20.59	\$21.31	\$22.06	\$22.84	\$24.29

All benefit eligible employees who have been college employees and have been a member of AFT RTC Classified for ten (10) years will receive a longevity stipend of \$500 on July 1.

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

**SCHEDULE B**  
**AFT Renton Technical College Classified Salary Schedule**  
**July 1, 2017 - June 30, 2018**

<b>Work Unit Maintenance</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
General Maintenance	Annual Rate	\$37,361	\$38,668	\$40,041	\$42,598	\$44,089	\$45,633
	Monthly	\$3,113.38	\$3,222.35	\$3,336.77	\$3,549.87	\$3,674.11	\$3,802.72
	Hourly	\$17.96	\$18.59	\$19.25	\$20.48	\$21.20	\$21.94
Facilities Specialist	Annual Rate	\$47,947	\$49,625	\$51,380	\$54,673	\$56,587	\$58,567
	Monthly	\$3,995.60	\$4,135.45	\$4,281.69	\$4,556.11	\$4,715.61	\$4,880.59
	Hourly	\$23.05	\$23.86	\$24.70	\$26.29	\$27.21	\$28.16
Facilities Painter	Annual Rate	\$47,947	\$49,625	\$51,380	\$54,673	\$56,587	\$58,567
	Monthly	\$3,995.60	\$4,135.45	\$4,281.69	\$4,556.11	\$4,715.61	\$4,880.59
	Hourly	\$23.05	\$23.86	\$24.70	\$26.29	\$27.21	\$28.16
Maintenance Lead	Annual Rate	\$51,185	\$52,976	\$54,849	\$56,776	\$58,763	\$60,820
	Monthly	\$4,265.41	\$4,414.70	\$4,570.77	\$4,731.31	\$4,896.90	\$5,068.30
	Hourly	\$24.61	\$25.47	\$26.37	\$27.30	\$28.25	\$29.24

<b>Work Unit Foods</b>		<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Busser	Hourly	\$11.31	\$11.65	\$12.06	\$12.48	\$12.92	\$13.37
Cashier/Greeter	Hourly	\$11.31	\$11.65	\$12.06	\$12.48	\$12.92	\$13.37
Lead Cashier/Greeter	Hourly	\$11.76	\$12.12	\$12.55	\$12.99	\$13.44	\$13.91
Dishwasher	Hourly	\$11.31	\$11.65	\$12.06	\$12.48	\$12.92	\$13.37
Food Server	Hourly	\$11.31	\$11.65	\$12.06	\$12.48	\$12.92	\$13.37
Baker Helper	Hourly	\$13.04	\$13.49	\$13.96	\$14.44	\$14.95	\$15.47
Catering Helper	Hourly	\$13.04	\$13.49	\$13.96	\$14.44	\$14.95	\$15.47
Cook Helper	Hourly	\$13.04	\$13.49	\$13.96	\$14.44	\$14.95	\$15.47
Storeroom Clerk	Hourly	\$14.26	\$14.77	\$15.27	\$15.81	\$16.36	\$16.94
Baker, Cook	Hourly	\$14.92	\$15.45	\$16.42	\$17.00	\$17.59	\$18.21
Lead Cook	Hourly	\$15.59	\$16.12	\$17.15	\$17.75	\$18.37	\$19.02
Lead Cook, Catering	Hourly	\$15.59	\$16.12	\$17.15	\$17.75	\$18.37	\$19.02

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

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

All benefit eligible employees who have been college employees and have been a member of AFT RTC Classified for ten (10) years will receive a longevity stipend of \$500 on July 1.