#### BOARD OF TRUSTEES SPECIAL AND REGULAR MEETINGS | June 18, 2025 | 1:00 PM & 3:00 PM

Hybrid Special Meeting: Building I Boardroom Join by Zoom link or phone: <u>https://rtcedu.zoom.us/j/85955125679</u> / +1 253 215 8782 US (Tacoma) 859 5512 5679 Hybrid Regular Meeting: Culinaire Room (I-108) Join by Zoom link or phone: <u>https://rtcedu.zoom.us/j/86866830371</u> / +1 253 215 8782 US (Tacoma) 868 6683 0371

## Agenda Items

#### Information/Action/Presenter

1:00 P.M.

Action

Information

Chair Jessica Norouzi

- I. STUDY SESSION 1. Call to Order
  - 2. Public Comments

Public comments are limited to three (3) minutes. Public comments sent to <u>president@rtc.edu</u> will be forwarded to the Board. Please e-mail <u>president@rtc.edu</u> before 1:00 P.M. on Wednesday, June 18 to sign up for virtual public comments.

3. King County Promise Deysi Martinez
4. Meetings

A. Regular Board Meeting – June 18, 2025 at 3:00 P.M.
i. Election of Board Officers
ii. Appointment of Board Liaisons

5. Adjournment Action
1. Call to Order

A. Notation of Quorum

2. Adoption of Minutes

- A. May 21, 2025 Special Session and Regular Meeting
- 3. Communications
  - A. General Information/Introductions
  - B. Correspondence
  - C. Public Comments from the Audience *Public comments are limited to three (3) minutes. Public comments sent to* <u>president@rtc.edu</u> will be forwarded to the Board. Please e-mail <u>president@rtc.edu</u> before 3:00 P.M. on Wednesday, June 18 to sign up for virtual public comments.
  - D. Student Leadership
    - i. Commencement Update
  - E. Renton Federation of Teachers
  - F. Written (and video) Communication Reports



4.	<ul><li>Action Items</li><li>A. WSFE Contract</li><li>B. AFT-Classified Contract</li><li>C. FY26 College Budget Approval</li><li>D. FY26 Student Leadership Budget Approval</li></ul>	Action Vice President Lesley Hogan VP Hogan Vice President Jacob Jackson Associate Dean Wade Parrott III
5.	Discussion/Reports A. President's Report B. Financial/Budget Status	Information President Harden VP Jackson
6.	<ul> <li>Board of Trustees</li> <li>A. Foundation Liaison Report</li> <li>B. Legislative Action Liaison Report Tru</li> <li>C. Community Advisory Committee Liaison Rep</li> <li>D. FY26 Election of Officers</li> <li>E. FY26 Appointment of RTC Liaisons</li> </ul>	Trustee Frieda Takamura Istee Bob Zappone/Debra Entenman ort Chair Norouzi Action Action
7.	Meetings A. Special and Regular Board Meeting – Septem	ıber 17, 2025
8.	Adjournment	Action



Renton Technical College Board of Trustees Meeting June 18, 2025

AGENDA ITEM: 1. CALL TO ORDER

SUBJECT:

**BOARD CONSIDERATION** 

**X** Information

Action

#### **BACKGROUND:**

Board Chair Norouzi will carry out the Notation of Quorum and call the meeting to order.

#### **RECOMMENDATION:**

None.

Renton Technical College Board of Trustees Meeting June 18, 2025

AGENDA ITEM: 2. ADOPTION OF MINUTES

SUBJECT:

**BOARD CONSIDERATION** 

Information

X Action

#### BACKGROUND:

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

A. May 21, 2025 Special and Regular Meetings

#### **RECOMMENDATION:**

Approval as presented.

#### BOARD OF TRUSTEES SPECIAL AND REGULAR MEETINGS | May 21, 2025 | 1:00 PM & 3:00 PM

Hybrid Special Meeting: Building I Boardroom

Join by Zoom link or phone: <u>https://rtcedu.zoom.us/j/85955125679</u> / +1 253 215 8782 US (Tacoma) 859 5512 5679 Hybrid Regular Meeting: Culinaire Room (I-108)

Join by Zoom link or phone: <u>https://rtcedu.zoom.us/j/86866830371</u> / +1 253 215 8782 US (Tacoma) 868 6683 0371

#### I. STUDY SESSION

- <u>Call to Order</u>
   Chair Jessica Norouzi called the meeting to order at 1:10 P.M. and noted a quorum.
- 2. Public Comments

There were no public comments.

3. Strategic Equity Plan Implementation Update

Executive Director Doris Martinez provided an update on the implementation of the Strategic Equity Plan (SEP). Director Lia Homeister and ED Martinez have been leading the implementation task force. Thank you to Communications and Marketing for updating the SEP materials on the website. The Vision, the Mission, and the DEI Statement were all updated last year after being passed by the Board. The Campus Climate Listening Sessions and Surveys helped create the language of the SEP. Student Success (Goal 1), Equity (Goal 2), Workforce of the Future (Goal 3), and Organizational Effectiveness (Goal 4) are all goals of the SEP. The Strategic Indicators, which measure the success of the mission, have been added to each goal. Each indicator is managed by a Shared Governance Council, with annual assessments and new annual targets.

Goal 1 indicators include completion rate, employment rate, and student learning outcomes. Trustee Frieda Takamura asked whether peer institutions disaggregate racial data and noted that she is proud that RTC disaggregates data. Goal 2 indicators are campus climate, racial representations of students, and racial representations of faculty. Goal 3 indicators include advisory committee health and partnership strength. Goal 4 indicators include FTE targets, unit outcomes, and budget alignment. President Harden stated that the indicators focus on alignment because of accreditation feedback. ED Martinez thanked the Accreditation Team for narrowing indicators.

The SEP Implementation Taskforce began meeting in November. Service on this taskforce is by presidential appointment and is comprised of ASG student leaders and members across campus. This group works to bring the SEP to life. The communications team is responsible for highlighting successes and developing a communications plan. The process team is working on a questionnaire that will help Cabinet members meet with direct reports on Unit Plans. The progress tracking team is developing a tracking framework for outlining the SEP priorities as they progress. Trustee Takamura noted that institutional sustainability is key to ensuring enthusiasm for the life of the SEP.



ED Martinez briefed the group on the campus climate listening sessions. The Campus Climate and Data Equity Committee is part of the Diversity, Equity and Inclusion Council. RTC collaborated with Be Culture on the annual listening sessions. These focused on identifying perspectives on findings from the survey, identifying underlying issues related to negative experiences at RTC, identifying actions that can improve experience, ensuring that people feel safe and heard, ensuring that people feel safe enough to share their perspectives, and mitigating barriers to participation. Listening session participation is voluntary and students were eligible to receive a gift card for their participation. Listening session groups included BIPOC employees, BIPOC students, LBGTQ, faculty, students, and all-college virtual sessions. Findings included audit of spaces, faculty professional development, processes for conduct/complaints/compliance that are easy to follow, review of policies, relaunch of the intranet, and workshops and events around collaboration. ED Martinez noted that there has been movement on all the goals, including increased professional development, an emphasis on infrastructure, and more.

Trustee Takamura requested a student trustee on the Board. The group discussed challenges around appointment timing. Chair Norouzi asked about the DEI restructure. ED Martinez stated that the DEI Office and Student Leadership have been merged to facilitate student retention and place a streamlined focus on student professional development. President Yoshiko Harden noted that this was a response to students seeking out DEI. She also stated that the listening session Trustee Takamura said that she is so proud of what RTC is doing and that this is award-winning planning.

#### 4. Student Conduct Code

Dean Anthony Covington briefed the group on changes to Title IX to include federally mandated changes. Definitions have been narrowed, the jurisdiction is narrowed to RTC, discrimination based on pregnancy and gender orientation have been removed, initial sanctions go to a committee, and the parties' advisor is the only party who can cross-examine between parties. Committee members are still required to take Title IX training. Decisions to dismiss a case are appealable and sexual exploitation also falls under Title IX.

#### 5. Trustee Recruitment Discussion

President Harden noted that both Trustees Debra Entenman and Takamura will be sunsetting off the Board next year. This will be a topic at the June Board Retreat. President Harden and Chair Norouzi have also been working on the Community Advisory Committee.



#### 6. <u>Meetings</u>

A. <u>Regular Board Meeting – May 21, 2025 at 3:00 P.M.</u> The next regular Board meeting is scheduled for May 21, 2025 at 3:00 P.M.

#### 7. <u>Adjournment</u>

There being no further business, Trustee Norouzi motioned to adjourn the Board of Trustees meeting 2:38 P.M. Trustee Frieda Takamura seconded, and the motion carried.

#### II. REGULAR BOARD MEETING

#### 1. Call to Order

A. Notation of Quorum

Chair Norouzi called the meeting to order at 3:02 P.M. and noted a quorum.

#### 2. Adoption of Minutes

A. April 16, 2025 – Special Session and Regular Meeting

Trustee Takamura introduced a motion to approve the minutes for the special and regular meeting held on April 16, 2025. Trustee Zappone seconded, and the motion carried.

#### 3. Communications

A. <u>Resolution No. 25-05-29</u>

President Harden noted that in honor of Ms. Michele Lesmeister. Chair Norouzi read the resolution aloud. Michele thanked the Board and made remarks. She has enjoyed working at RTC, enjoys the camaraderie, and looks forward to continuing the legacy of continuing her mother's endowment which continues women's education. Chair Norouzi thanked Michele for continuing her mother's legacy and creating access and opportunity for students.

*After considering the information presented to the Board, Trustee Takamura moved to approve Board Resolution number 25-05-29. Trustee Bob Zappone seconded. The motion carried.* 

## B. General Information/Introductions

Executive Director John Henry Whatley welcomed David Sooter. David spent the last four years in the private sector and enjoys being back in the public sector. He enjoys meeting everyone and assisting everyone in their technology needs. Max Reiter recently moved here from Arizona where he worked in higher education. He looks forward to continuing his work here.

#### C. <u>Correspondence</u>

Trustee Takamura thanked the student group for the AAPI Luau.



#### D. Public Comments from the Audience

There was a public comment from Andre Betitia regarding the impacts of the Student Financial Responsibility Agreement. Andre asked the Board what they plan to do in relation to the 1% financing charge for unpaid, past due charges; the gaps for non-English speakers; the additional workload for staff; negative feedback received by staff; and the additional barriers to education. President Harden stated that this is a federal and state mandate that relates to public disclosure. She thanked Andre for raising this issue and noted that this is a law that RTC must follow. The State Board has pledged to support colleges in rollout. RTC has an internal group that is working on process. Externally, the deans are working on processes together.

#### E. <u>Student Leadership</u>

The AAPI Luau featured dancers. There was a good turnout. Mental Health Awareness month has included community movie night showings of Inside Out 1 and 2, a Recovery movie screening, and a sound bath to support student wellness. The Grand Fair is upcoming and will include cap and gown decorations as well as candy leis.

#### F. <u>Renton Federation of Teachers</u>

Donna Maher, President of RFT, gave an update. The Governor signed the state budget. RFT has some concerns about summer. Summer classes were cut and RFT is looking at gathering resources for faculty. Spring quarter is coming to a rapid end. Faculty are talking about Fall enrollment and would like to carry forward a conversation from All-College Day about how to increase enrollment. Skills-based training is becoming more important.

G. <u>Written (and video) Communication Reports</u> Thank you for all the work that went into the communication reports.

#### 4. Action Items

A. <u>Student Conduct Code</u>

Vice Chair Tim Cooper thanked the Student Services team and AAG for all the work that has gone into updating the Student Conduct Code.

Vice Chair Cooper moved that the RTC Board of Trustees approve the changes, as presented in the Board materials, to the Student Conduct Code and Hearing Procedures in Chapter 495E-110 WAC, and that these rules shall become effective on May 21, 2025, because these rule changes are necessary to comply with federal Title IX law and related federal regulations. Trustee Takamura seconded. The motion carried.



There is a formal notification process and a public hearing to disseminate this information across campus.

#### 5. Discussion/Reports

#### A. President's Report

President Harden greeted the group and expressed gratitude to faculty, staff, and administrators across the college. The college has seen success due to collective effort. Thank you for Trustees Takamura and Zappone for attending the All-College Meeting, which focused on the SEP and Foundation Partnership Dashboard. President Harden was a guest speaker at Health and Human Services at Seattle Central College and attended the AANHPI event at the City of Renton.

The RTC Foundation received a \$250,000 grant to expand Mechatronics from PACCAR. Thank you to Executive Director Carrie Shaw and Dean Shannon Matson. This is the largest PACCAR grant that RTC has received.

The All-Washington Academic team and the Washington College Coalition for the Public Good all held events or met this week. Scholar and Donor event was also this week. Campus Clean-Up Day was a big success. Outreach has been busy coordinating a wonderful high school breakfast. The State Board held five forums for a new Executive Director, and a decision is forthcoming.

The Career Fair was so large that it was split between two days this year. Students and community members attended this event, which is publicized around the community. Student Services follows up with a post-survey to ask attendees about their experiences at the fair. President Harden spoke at the opening of Good Vibes Only Barbershop in Renton. RTC was invited to this because Good Vibes Only is seeking to be an active part of the community and help advocate for a strong Renton workforce.

Thank you to Trustee Takamura for attending the Campus Celebration Day, which started with the Foundation's Exceptional Employee Awards, continued with the VPI Best Practices Showcase, and ended with the Retirement Celebration.

Facilities held a listening session about the bookstore and workspaces. President Harden attended a federal policy webinar about risk sharing and other proposed changes to federal financial aid. HB 1587 was signed in Olympia and was cosponsored by Representative Steve Bergquist. This bill will help public education partner with community. Thank you to Vice President Jessica Gilmore English, Director Rahel Weldu, and Specialist Lidiya Gebre.



The Governor passed the budget, and some earmarks were removed. The Allied Health Building Remodel is now third on the list of major works and is on the 27-29 biennium list.

#### B. <u>Financial/Budget Status</u>

Vice President Jacob Jackson walked the group through the budget. Revenues are looking strong and RTC will likely spend out 99% of the allocations. \$3.6M was budgeted and \$7.7M was collected in tuition. Running Start numbers will increase moving forward. Enterprise is lagging while food services is still lower than prior to covid. Costs are going up. Travel is coming in. Chances are high that all student aid expenditures will be handed out. Cash and investments will continue to decrease. June and May pay periods always come out of local dollars.

The Building I elevator is scheduled to be completed by the end of this week. The Building J stairwells are being repaired. The Building G chiller is still not functioning and will need to be put on a list of state projects. The chiller is about 60 years old.

The Governor signed the operating and capital budgets. RTC will receive less in capital budgets, so there will be less money for minor capital repairs. Three major projects were funded. If the capital is fully funded next biennium, it's likely that the Allied Health Building will be able to start construction.

The operating budget saw about 1% cuts overall. This amounts to about 2% for RTC, which draws more from certain allocations than other schools. There will be an additional \$350,000 cut that RTC will need to address. RTC will need to pick up 21% of the mandated COLA, which is more generous than numbers for 4-year institutions.

Vice Chair Cooper asked about emergency funds for the chiller. VP Jackson noted that RTC can ask the State Board for emergency funds or could borrow emergency Board reserves. The rough estimate for replacing the chiller is a little over \$1M. The other chiller on campus is about 10 years old, and the Building I chiller was rebuilt in 2018. There are several HVAC units on campus that are 20-30 years old and will need to be replaced.

#### 6. Board of Trustees

## A. Foundation Liaison Report

Trustee Takamura stated that she is proud of all the scholarships being awarded. Teresa Woods was one of the employees who won an Exceptional Employee Awards! Congratulations to Teresa.



Tomorrow is the Connell Family Luncheon. Please encourage students to attend. President Harden attended the Dochnahl Memorial event.

#### B. Legislative Action Liaison Report

Trustee Zappone mentioned that much of the legislative action has been covered previously in the meeting and centered around the Governor's budget.

#### C. Community Advisory Committee Liaison Report

Chair Norouzi and President Harden met with ED Shaw and learned about the Partnership Dashboard. This is an impressive tool that can drive the mission of RTC forward. Chair Norouzi stated that it's exciting to think about other partnerships and how they can help students. Please forward recommendations for strong pillars of the Renton community who are interested in serving RTC is various manners to Dr. Yoshiko Harden.

Wade Parrott gave an update on Commencement which will occur Tuesday, June 24, 2025 at ShoWare. Student check-in needs volunteers. There will be a DJ this year, a keynote speaker, a student speaker, and the Presidents

#### 7. <u>Meetings</u>

- A. <u>Special Board Meeting June 11, 2025</u>
  - i. A Special Board meeting is scheduled for June 11, 2025 at 8:30 A.M.
- B. <u>Special and Regular Board Meeting June 18, 2025</u>
  - i. The next regular Board meeting is scheduled for June 18, 2025 at 3:00 P.M.

#### 8. <u>Adjournment</u>

There being no further business, Trustee Takamura motioned to adjourn the Board of Trustees meeting 4:13 P.M. Vice Chair Cooper seconded, and the motion carried.





#### Washington Community College District 27

## **Board of Trustees**

#### Resolution No. 25-05-29

#### **RESOLUTION IN RECOGNITION OF MS. MICHELE LESMEISTER**

NO. 29

WHEREAS, Michele Lesmeister served as one of Renton Technical College's illustrious College and Career Pathways Instructors from March 1990 through this academic year of 2025; and,

WHEREAS, Michele has served Renton Technical College with exceptional dedication, exemplifying a steadfast commitment to academic excellence, integrity, and high standards of instruction; and

WHEREAS, Michele's leadership in shared governance, her precision in practice, and her ingenuity in curriculum/course design have challenged deficit-based structures, purposefully blurring the lines between "basic skills" and "college-level" students—advancing more integrated, equitable models of student learning; and,

WHEREAS, Michele's nationally-recognized work in adult literacy through the Reading Apprenticeship trainings brought added recognition to the college through her leadership in establishing the Reading Apprenticeship Training conferences; and,

WHEREAS, Michele's legacy of leadership extends beyond the classroom and includes serving as a Renton Technical College Foundation Board member from 1997 until 2002 and as the Foundation Board president in 2000; and,

WHEREAS, Michele's impact as a major donor to the Renton Technical College Foundation through the establishment of a scholarship and an endowment in memory of her late mother Thresa Smart-Benjamin, continues to reduce financial barriers for students and affirms the college's commitment to access and opportunity; and,

NOW, THEREFORE, BE IT RESOLVED, that the members of the Renton Technical College Board of Trustees, in their regular session meeting on this 21 of May 2025, express their individual and collective gratitude and respect for Michele Lesmeister. The Board recognizes and commends Michele for her lasting contributions to Renton Technical College, her pursuit of institutional excellence, and the enduring impact of her work on students, faculty, and the broader mission of equitable education.

AND, be it further resolved that this statement of appreciation be appropriately inscribed and conveyed to Michele Lesmeister with a copy to be included in the official minutes of the May 21, 2025 meeting of the Board of Trustees.

ADOPTED by the Board of Trustees at the May 21, 2025 regular board meeting.

#### BOARD OF TRUSTEES, Regiton Tychnical College

Tim Cooper, Board Vice Chair

Debra Entenmann, Trustee

Dr. Yoshiko Harden, President

Renton Technical College Board of Trustees Meeting June 18, 2025

#### AGENDA ITEM: 3. COMMUNICATIONS

SUBJECT:

**BOARD CONSIDERATION** 

**X** Information

Action

#### **BACKGROUND:**

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

#### **RECOMMENDATION:**

None.



#### Administration and Finance Report Renton Technical College Board of Trustees June 18, 2025

## **Financial Report**

For month ending May, we are about 92 percent through the year. Revenue collection is about 111 percent. This is mainly due to the timing of tuition collection and the drawdown of our state allocation. This percentage will drop when accruals are completed. Revenues are up this year. This is due to state allocation, tuition and fees, and scholarships. Tuition and fees are up by \$4.5M from May 2024. It should be noted that tuition and fee collection is still well below our enrollment/tuition/fees prior to the pandemic 19-20 and enrollment is still well below our District Enrollment Allocation Base. Scholarship and Student Loan Received is up \$5.1M from last year. We have drawn down \$33.9M this year compared to \$26.6M in state allocation last year. Another bright spot is that our revenue from the bookstore is 146K this year compared to only \$15K last year at this time.

Expenses are about 92 percent. Expenses are about \$64.5M through May compared to this time last year of \$50.4M last year. Salary and benefits are about \$6.3M higher than last year at this time. Goods and Other Services is also about \$3.3M higher for month ending April compared to last year. Financial Aid is also about 4.3M higher this year compared to last year at this time.

Our ending cash and investment balances are about \$21.9M.

## **Business Office**

• Starting end of they year closing as well as getting ready to open FY26.

## **Food Services & Rentals**

- Total Revenue: \$116,191
   († \$31,909 / +37.85% from May 2024)
- Net Income (Preliminary): \$56,439
- Year-to-Date Revenue (FY25): \$695,003 (↑ \$41,609 / +6.37% over FY24 YTD)

## **Highlights by Area**

Program	Revenue	Expenses	Net Income
Bakery	\$8,211	\$3,891	\$4,320
Culinaire Room	\$5,920	\$6,077	-\$157
Food Services	\$14,095	\$2,226	\$11,869
Catering	\$87,965	\$47,558	\$40,407

**Note:** Catering revenue includes adjustments for AR and reflects finalized actuals. Expenses reported may not yet capture full May activity due to a 30-day lag.

## Summary & Outlook

May was a strong month thanks largely to Catering's performance, which helped us recover from slower sales in March and April. Food Services remains a consistent driver of margin, while Culinaire Room revenue held steady despite a small net loss.

With two months left in the fiscal year, we're currently 6.4% ahead of last year's pace.

## **Facilities & Grounds**

- Open positions
  - There are three Custodian 1 positions hopefully making offers soon
  - One maintenance mechanic position waiting to see if candidate accepts offer
- Building G chiller is still on-line.
- Building C boiler is on-line.

# Capital

Minor Capital projects for Current Biennium (2023-2025):

- 2025-240 Building J Second and Third Floor Remodel Study (SWL Architects)
  - Selection meeting architectural firm upcoming.
- o 2024-980 Elevator upgrade for Bldg. I
  - Contractor damaged some wiring during installation. New substantial completion date is June 2, 2025.

## o 2024-551 - Transformer Replacement Project

 We had a 90% construction document meeting on 05/08. The cost of the project has increased significantly due to equipment prices and is now estimated at \$450-\$500k. Other Projects



College Technology Services Renton Technical College Board of Trustees June 18, 2025

# **College Technology Services**

## **Spring Quarter**

RTC has experienced an increase in fraudulent enrollment activity as well as bad actors attempting to gain access to accounts. CTS and Student Services are actively collaborating on ways to standardize account and identity verification. Additional perspective of a 3<sup>rd</sup> party tool is being investigated by our VP of Admin and Finance.

## **Technology News & Updates**

CTS has put forth two policies, Generative Artificial Intelligence and Data Classification Standard.

Internet browser homepages now are defaulted to the RTC log in screen (student PCs) or RTC.edu (employees PCs).

I would like to recognize Michelle O'Connor as she finishes out her Interim Director of IT duties (6/30). Michelle supported CTS with additional cyber security projects during this time and will return to the Enterprise Systems Engineer position July 1. Thank you Michelle!

#### **Technology Improvements**

The Technology Council has deployed translation tablets to service areas to test. This will assist staff and students when there may be a language barrier.

CTS has rolled out content pages for students (RTC website) and employees (SharePoint) to learn more about Microsoft Copilot and using AI responsibly.

## Upcoming

H Building PC replacements (120)

SharePoint Relaunch



Communications and Marketing Report Renton Technical College Board of Trustees June 18, 2025

# **ENROLLMENT MARKETING**

The 2024-25 Marketing Summary demonstrates that RTC's multi-platform, data-informed marketing strategy continues to drive awareness, engagement, and enrollment. The campaigns reached diverse audiences and converted interest into applications, supporting institutional enrollment goals. Our approach ensures campaign messages are delivered to the right audiences, leading to strong website traffic and form submissions, resulting in applications.

Read the report: 2024-2025 Marketing Summary

# **COMMUNICATIONS and PROJECTS**

Staff collaborated with Outreach and Student Government to create tablecloths, table runners, and banners for Outreach and ASG events. C&M will work with the ASG and Student Life administrators to launch the new mascot. Staff are promoting Commencement and preparing photos, videos, programs, and other materials for the event.

# **SOCIAL MEDIA**

Overall impressions dropped compared to May 2024 due to fewer boosted posts and algorithm changes, but engagement more than doubled (+162%), with the engagement rate rising from 0.76% to 2.85%. This shows that our viewers connect and engage with our content. LinkedIn stands out for high engagement, especially with career-focused posts.

#### **Top-performing posts**:

"Unforgettable Dining Experience" (Facebook): High interaction driven by vivid event promotion.

"RTC Class of 2025 Ready to Cross the Stage" (Facebook & LinkedIn): Celebratory content boosted school pride and link clicks.



Diversity, Equity and Inclusion Renton Technical College Board of Trustees June 18, 2025

# **Diversity, Equity & Inclusion Council (DEIC)**

The Diversity, Equity & Inclusion Council (DEIC) concluded general monthly meetings for the 2024-25 academic year on May 5<sup>th</sup>. DEIC meetings will resume October 2025.

May-June 2025 DEIC Highlights:

## **Empowering Indigenous Voices**

On June 2<sup>nd</sup>, Teresa Woods and Jean Munro (co-leads of the DEIC Empowering Indigenous Voices Committee) represented RTC at the Annual Government to Government Natural Resource Summit. Held at the Spokane Tribe Resort and Casino, the Summit held numerous sessions centered in building intentional relationships between Washington State Tribes, advance indigenous knowledge and enhance access to post-secondary education. Co-leads are scheduled to debrief their Summit experience with Exec Director of DEI and pre-plan Committe priorities for the 2025-26 academic year.

# Diversity, Equity & Inclusion (DEI) – Unit Updates

## Commencement

Preparation for RTC Commencement is in its final stages. Commencement is scheduled for June 24<sup>th</sup> starting at 6pm at ShoWare Center. Over 1000 students have registered to participate in the ceremony. Commencement 2025 will feature a student speaker, keynote presenter and DJ to set a festive tone as we celebrate the achievements of this year's graduating class.

Caps and gowns for the Board of Trustees, faculty, staff and students have arrived and are now available for pickup at the RTC Bookstore. A few remaining regalia orders are expected to arrive during the week of June 16.

Additionally, a correspondence regarding commencement volunteering opportunities has been sent to all faculty and staff.

## National Conference on Race & Ethnicity in Higher Education (NCORE)

Sponsored by the Office of Diversity, Equity & Inclusion and the Perkins Grant, nine RTC faculty and staff attended the 37th Annual <u>National Conference on Race &</u> <u>Ethnicity in Higher Education (NCORE)</u>, held from Tuesday, May 27 to Saturday, May 31, 2025, in New York City.

NCORE offers hundreds of workshops, seminars, and keynote presentations focused on anti-racist, equity-minded, and social justice-centered practices in higher education. Each RTC attendee was nominated and selected by their respective Vice President, reflecting a strategic investment in professional development that aligns with our institutional commitment to equity and inclusion.

## **Unity Center**

Amaury Avalos began her role as the inaugural Unity Center Manager on June 2<sup>nd</sup>. Avalos comes to RTC from St. Mary's College and has extensive experience with culturally responsive programming and training. An equity driven practitioner, Avalos is dedicated to cultivating a sense of belonging for all students.

The Unity Center Manager will launch and manage of the new Unity Center- a vibrant space designed to honor and celebrate all identities and backgrounds. Guided by the Unity Center's mission, the Manager will deliver culturally responsive educational programming and initiatives that center equity, social consciousness, and holistic student support. The Unity Center will officially open in Fall 2025.



Renton Technical College Board of Trustees May 21, 2025

# **Scholarships and Events**

## Fall 2025 Scholarship Cycle

Applications closed June 2<sup>nd</sup> with 212 completed applications. The Foundation is now working with Financial Aid to confirm applicant eligibility before the Scholarship Committee begins their scoring of the applications. There is usually a 15-18% drop-off of the number of applicants due to eligibility issues.

## Tuition Scholarship totals for 2024-2025

\$1,051,400 million awarded for McCarthy Bridge Grant and the Foundation's quarterly scholarships representing a 4% increase from previous year and highest amount in Foundation history.

\$1,007,960 million awarded (FY23-24)

## Quarterly Foundation Scholarship totals for 2024-2025

\$789,400 funds for quarterly scholarships awarded representing a 16% increase from previous year and an 84% award rate for applicants, up slightly from 82% the previous year.

\$677,960 scholarships awarded (FY23-24)

## McCarthy Bridge Grant totals for 2024-2025

63 grants awarded – highest number since grant created in 2022 and an 8% increase from previous year.

\$262,000 funds awarded at \$4,000 per students representing a 24% decrease from previous year due to the change in the grant amount per student.

\$330,000 funds awarded to 55 students at \$6,000 per student (FY23-24). However, \$54,000 was returned to the Foundation unused.

## Book & Equipment Grant

This was the first-year disbursing double (100 up from 50) of the larger \$1,000 Book & Equipment Support (BES) grant to students in high-cost and targeted programs. Students who received the larger BES grant had a 100% persistence rate.

- 1. Two-thirds were first and second-quarter students. Research shows that students who stay in school past their second quarter increase their completion rates.
- The greatest increase by program area from the previous year (PY) came from Advanced Manufacturing at 19% of the total grants, up 12% over PY, and Information Technology at 43% of the total grants, up 23% over PY. The expansion of RTC's robotics

and automation program and increased enrollment in the cybersecurity program is what drove these increases.

3. 100% of grants were disbursed and supported over 70% students of color.

#### Total BES funds Awarded 2024-2025:

\$155,000 representing a 61% increase over previous year.(110 grants at \$500, 100 at \$1,000 level)\$96,500 BES grants awarded (FY23-24, 83 grants at \$500, 55 at \$1000 level)

## May 22<sup>nd</sup> Connell Family Scholar meet & greet

There were 27 student scholars at the second Connell meet and greet for the 2024-2025 academic year. There was a 33% "no-show" of students who had said they would attend. The Foundation has created a survey to solicit student feedback on how to increase scholar attendance. This year marks \$1 Million in donations from the Connell family in scholarship funds to the RTC Foundation since 2023.

## Development & Community Engagement:

- Andy Rottler, president of Rottler Manufacturing will be joining the Foundation Board starting in September 2025. Andy is an alumnus of RTC machining program, and his family was recognized as the 2025 Partnership Generosity Awardee. For the past 10 years, Rottler has sponsored a scholarship for machining, welding, and mechatronic students and hires RTC graduates.
- Foundation staff represented the college's DEI Committee at the G2G Summit June 2<sup>nd</sup>. A student panel covered native student experiences in higher education and the need for transition support from two-year to four-year institutions. Other topics included sample MOUs between tribes and college leadership, and overview of U.S. history of tribal oppression and stories of resiliency of native peoples.
- **Concrete Technologies** has launched a new grant for welding students to cover the cost of certifications known as WABO. These tests and certifications are beneficial to students, but costs can be a barrier. Concrete Technologies plans to fund 25 certifications starting in the 2025-2026 academic year.
- Campus tour with Scott Manchester, VP of Cloud Networking for **Microsoft** and RTC alumnus. Scott plans to engage with classroom visits and career exploration. Scott is a graduate of RTC's computer technician program.
- Kent Valley Air & Space Roundtable hosted a legislative forum May 22<sup>nd</sup> to discuss workforce and economic development issues is south King County. Key issues for future focused on

need for reform how CTE programs are funded to support hands-on learning; state supported marketing and outreach to inspire K-12 interest in aerospace careers. Other takeaways: Manufacturing growth in Kent Valley is driven by space tech startups and declines in manufacturing employment points to need for urgent action.

• Alumni Relations – currently 170 alumni registered through the LinkedIn page. Foundation staff attended the first annual Graduation Fair and are preparing the first alumni newsletter. The new Alumni Page is being linked via the Graduate Exit Survey, the Graduation and the RTC Commencement webpages.

#### Finance Committee Budget Review

The committee met to review and make recommendations of the FY25-26 Foundation budget. Changes include an upcoming RFP around added bookkeeping functions, closing and shifting funds from a sub-fund due to the purpose of the fund no longer existing. The full Board will approve the budget at the June 20<sup>th</sup> retreat.



Human Resources Renton Technical College Board of Trustees June 2025 Report

The following personnel actions occurred during May 2025 and are presented for the Board of Trustees' information

AFT	Effective Date	Position	Department
WFSE	Effective Date	Position	Department
Prof Tech	Effective Date	Position	Department
-Hires			
Sarah Pasillas	5/1/2025	Student Benefits Navigator (position change)	Workforce Education & Grants
Max Reiter	5/15/2025	Technical Support Analyst	College Technology Services
Exempt	Effective Date	Position	Department
-Hires			
Irada Dadashova	5/1/2025	Dean of Nursing	Nursing
Veronica Escalante	5/1/2025	Student Resource Case Manager	Workforce Education &
			Grants
-Separations			
Maritza Ogarro	5/23/2025	Executive Assistant – Executive	Diversity, Equity, &
		Director of DEI	Inclusion
RFT	Effective Date	Position	Department
-Separations			
Virginia Fullwood	5/1/2025	Adjunct Faculty	Advanced
			Manufacturing
Rajwinder Kaur	5/16/2025	Adjunct Faculty	Nursing

	Monthly Total Hires	% of Diverse Hires YTD
Full-Time	4	59%
Part-Time	0	48%



Instruction Renton Technical College Board of Trustees June 18, 2025

## **Instruction June Report**

Overview of Spring Quarter from the Instructional Deans This month, all of our Instructional Deans give you an overview of highlights from the quarter. This 23 minute report includes a last report from Nursing Dean Teri Trillo and a first report from incoming Nursing Dean Irada Dadashova.

Instruction Spring Update - https://youtu.be/KllJnuc4Mtc

Additionally, this month I have, in consultation with my AI friend ChatGPT, pulled together some themes from my VPI updates for the year. This should give you a sense of some of the instruction trends from the 2024-25 academic year.

# Key Themes from the 2024-25 VPI Updates

## **1. AI Integration in Education**

- The VPI participated in multiple AI-related professional development experiences.
- The college is piloting and encouraging AI-powered teaching tools and emergency planning strategies (e.g., CoPs, prompt engineering, Canvas emergency plans).
- Ethical concerns and faculty development around AI are ongoing, with a commitment to equity and integrity.

## 2. Program Viability and Budget Crisis

- Several programs were reduced due to budget shortfalls.
- Despite increased enrollments, financial sustainability remains elusive.
- Conversations are ongoing about aligning offerings with the Strategic Equity Plan (SEP) and workforce demands.
- "Pruning for growth" is a central metaphor—cutting to strengthen core programs.

## 3. Equity and Guided Pathways

- Guided Pathways 2.0 emphasizes student support, course accessibility, and equity-focused instruction.
- New navigators were hired and assigned to different academic areas.
- Ongoing Guided Pathways work is being refined through workshops, collaborative planning, and a focus on first-quarter student experience.

## 4. Faculty Development & Support

- Multiple Communities of Practice (CoPs) supported faculty professional development in areas such as AI, equity, early-career faculty support, and I-BEST.
- Faculty were encouraged to engage with outcomes assessment and align professional goals with SEP.
- Administrator evaluations highlighted a need for greater faculty-VPI connection.

#### **5. Emergency Preparedness**

- Emphasis on instructional continuity through emergency plans in Canvas.
- Successful pivots during outages were praised.
- Faculty are encouraged to use AI tools to plan for future disruptions.

#### 6. Transparency and Vulnerability in Leadership

- The VPI shares personal hardships, including her husband's sudden illness and its impact on her schedule.
- She models transparency, empathy, and grace, encouraging a culture of honest communication and mutual support.

#### 7. Coping with Stress and Change

- The community is encouraged to use the Employee Assistance Program and to extend kindness.
- Recognition of the emotional toll of budget cuts and institutional changes.
- Finding small joys (like Christmas music and reading) as acts of resilience.

#### 8. Reading and Critical Thinking

- Concerns about the decline in deep reading skills.
- Advocacy for initiatives like Reading Apprenticeship to cultivate analytical thinking across disciplines.

## 9. Institutional Effectiveness and Accreditation

- Participation in NWCCU conferences and assessment activities is used to maintain accreditation and improve educational effectiveness.
- Outcomes assessment is emphasized as both an accreditation requirement and a way to regain control amid uncertainty.



#### Student Services Renton Technical College Board of Trustees June 18, 2025

#### **Overview**

#### **4** 2023–2024 Academic Year:

The program was successfully established and completed, utilizing the \$200,000 proviso allocation.

#### **4** 2024–2025 Academic Year:

The year is concluding successfully, with effective use of the \$300,000 proviso allocation.

#### **4** 2025–2026 Academic Year:

Launching in July 2025 under the new legislation (<u>HB 1587 Washington State</u> <u>Legislature</u>).

RTC will work on expanding Renton Promise funding through partnerships with the City of Renton and the Washington State Opportunity Scholarship (WSOS).

25-26 AY Outreach efforts have been successfully completed with each of the four high schools within the Renton School District (RSD)

## **Key Data Summary**

RP Student Count		
24-25 AY 23-24 AY		
RP Identified	169	118
<b>RP</b> Recipients	57%	54%
Other funding	43%	46%

High School Participations		
	24-25 AY	23-24 AY
Hazen	38.46%	29%
Lindbergh	30.18%	27%
Renton	27.22%	28%
Talley	4.14%	2%

RP Student Count		
	24-25 AY	23-24 AY
Female	45%	43%
Male	50%	50%
Other	5%	7%

RP Student Count			
	24-25 AY	23-24 AY	
Summer	\$ 23,785.16	\$ 2756.30	
Fall	\$ 106,879.23	\$ 58393.89	
Winter	\$ 91,254.38	\$ 73363.19	
spring	\$ 78,081.23	\$ 65486.08	
<b>Grand Total</b>	\$ 300,000.00	\$ 199,999.46	

# **Additional Information:**

Program of Studies: While over 20 professional/technical programs maintain steady enrollment, Direct Transfer Degrees continue to lead in popularity, showing consistent top rankings across academic years.

- **Racial Demographic**: Multiracial and students of color continue to represent the largest racial demographic across both academic years.
- Program Completion Progress: Of the 2023–2024 academic year, 19 students completed their program at RTC and 3 transferred; of the 2024–2025 academic year, 4 students completed the program and 3 transferred.
- RP Website Enhancement: Our newly revamped Renton Promise website is in use offering user-friendly features and comprehensive guidance to help navigate the eligibility and process with ease!

Renton Technical College Board of Trustees Meeting June 18, 2025

AGENDA ITEM: 4. ACTION

SUBJECT:

**BOARD CONSIDERATION** 

Information

X Action

#### **BACKGROUND:**

- A. 2025-2028 WFSE Contract
   VP Hogan will present the executive summary of the 2025-2028 contract with the Washington Federation of State Employees.
- B. 2025-2028 AFT-Classified Contract
   VP Hogan will present the executive summary of the 2025-2028 contract with the American Federation of Teachers.
- C. FY26 College Budget Approval
   VP Jackson will present the proposed recommendation on the College Budget for fiscal year 2026.
- FY26 Student Leadership Budget Approval
   Associate Dean Parrott will present the Board with a recommendation on the Student Leadership Budget for fiscal year 2026.

#### **RECOMMENDATION:**

Approve as requested.



Human Resources Renton Technical College and Washington Federation of Employees 2025-2028 Collective Bargaining Agreement Summary of Changes June 18, 2025

General Housekeeping – grammar changes, etc.

Article 1.3 Position Descriptions (page 6-7) — updated processes/notification requirements to WFSE

Article 3 Equal Opportunity and Nondiscrimination (Page 8) — mirror language in policy and updated to include the SEP

Article 7.4 Workday/Week (page 17) – updated process for schedule change notification/documentation

Article 10 Vacation (page 25) - incorporated previous MOU with updated vacation limits

Article 21.2 Evaluation Process (page 47) – Updated language and added training requirement

Article 22.2 Insurance Eligibility (pages 48) – Clarified language

Article 22.7 VEBA (pages 50) - Clarified language

Article 23 Professional Development (page 51-52) – increased budget for professional development and included additional methods of PD requirements for reimbursement. Clarified employee participation in inservice day planning.

Article 26 Shift Differential (page 63) – Removed sunset language

Article 26.7 (23.8) Compensation for Certificates (page 65) – removed old certification style incentives based on improved PD budget and distribution.

Article 26.7 (NEW) Longevity Compensation, 26.8 Compensation for Degrees and 26.9 Multilanguage Compensation (pages 65-66) – revises administration of additional pay for FLSA compliance

Article 27 Term of Contract (page 67) - Term of contract through June 30, 2028.

**Appendix A & B** - Updated both Salary Schedule to reflect general wage increases (3.2 and 3.0) and Classification table.

MOUs for 1992 Certificated employee and for Appendix A reopener

# COLLECTIVE BARGAINING AGREEMENT

between



and



# Washington Federation of State Employees

JULY 1, 2022 2025 - JUNE 30, 2025 2028

#### Renton Technical College & Washington Federation of State Employees

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

#### PREAMBLE

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

#### ARTICLE 1 RECOGNITIONS AND AGREEMENTS

#### 1.1 Parties to the Contract

This Contract by and between Renton Technical College, hereinafter called the "College," and Washington Federation of State Employees (WFSE), American Federation of State, County, and Municipal Employees (AFSCME) Council 28, American Federation of Labor - Congress of Industrial Organizations (AFL-CIO), hereinafter called the "Union" representing the staff of Renton Technical College as listed in Article1.2 Recognition.

#### 1.2 Recognition

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

#### 1.3 **Position Descriptions**

A. There will be a current position description on file in <u>the</u>Human Resources <u>Development\_Department</u> for each position covered by the Contract. This description shall include <u>the primary duties and responsibilities</u>, specified skills and abilities, essential functions, and other position -related informationneeded <u>Renton Technical College & Washington Federation of State Employees</u> and training requirements for the position.

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

## 1.4 Status of the Agreement

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

## ARTICLE 2 MANAGEMENT RIGHTS

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

# ARTICLE 3 RIGHTS OF EMPLOYEES

# 3.1 Non-Interference

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

# 3.2 Grievance

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

# 3.3 Representation

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

# 3.4 Employee/Student Problems

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

### 3.5 Non-Discrimination

Neither the College, nor the Union, shall knowingly discriminate against any employee subject to this Agreement on the basis of race, color, national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, honorably discharged veterans or military status, or use of a trained guide dog or service animalereed, color, sex, sexual orientation, genetic information, Vietnam era veteran, religion, age, national origin, or marital status or because of a sensory, mental, or physical handicap with respect to a position, the duties of which may be performed efficiently by an individual without danger to the health or safety of the handicapped person or others. The Union and the College recognize the requirements Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington State Law Against Discrimination, Chapter 49.60 RCW of the Civil Rights Act of 1964 and mutually agree to support the provisions of the College's Affirmative ActionStrategic Equity Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equality equity in employment practices wherever it may be lacking 2022-2025

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in compliance with the letter and spirit of the law. The Affirmative Action Plan will be applied in modifying the composition of the future work forces in the College. Present employees will not be discharged to achieve employment goals. Hiring policies will be adapted to ensure equal employee opportunities. Only qualified personnel will be considered for any position.

## 3.6 Citizenship Rights

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

### 3.7 Political Rights and Responsibilities

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

#### 3.8 Safety Committee

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

# ARTICLE 4 RIGHTS OF THE UNION

#### 4.1 Non-Interference

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

# 4.2 Representation of Employees

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

### 4.3 Grievance Representation

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

Article 4 (Continued)

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

#### 4.4 Union Leaves

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

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

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

### 4.5 Exchange of Information

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

Article 4 (Continued)

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

### 4.6 Building Access

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

# 4.7 Bulletin Boards

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

# 4.8 Mailings

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

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

# 4.9 Distribution of Contract

- A. The College will post the Agreement electronically on the College website by the effective date of this Agreement, or within thirty (30) days of ratification, whichever date is later. The College will provide all current and new employees with a link to the Agreement. All employees will be authorized to print one (1) copy of the Agreement from the link on work time using state-purchased paper and state owned equipment.
- **B.** Five (5) copies of the contract will be printed with one copy sent to each of the following within the timeframe as set forth in 4.9.A.
  - WFSE Labor Advocate
  - WFSE Council Representative
  - WFSE Shop Steward
  - RTC Library
  - RTC Human Resources

Article 4 (Continued)

### 4.10 Meetings

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

### 4.11 New Employee Orientation

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

# 4.12 Mandatory Subjects

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

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

## ARTICLE 5 WORKPLACE BEHAVIOR

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

#### Article 5 (Continued)

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

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

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

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

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

### ARTICLE 6 UNION-MANAGEMENT COMMUNICATION COMMITTEE

### 6.1 Purpose

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

# 6.2 Committee

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

Article 6 (Continued)

# A. Composition

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

## **B.** Participation

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

#### C. Meetings

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

#### **D.** Minutes

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

# E. Scope of Authority

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

Article 6 (Continued)

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

# ARTICLE 7 HOURS OF WORK AND WORK RULES

### 7.1 Definition of Employees

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

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

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

## 7.2 Probation

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

Article 7 (Continued)

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

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

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

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

#### 7.3 Work Assignment Forms

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

# 7.4 Workday/Workweek

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

Article 7(Continued)

- **C.** All employees shall be allowed a rest period of not less than fifteen (15) minutes on the employer's time for each four (4) hours of working time, scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.
- D. All employees entitled to a meal period in accordance with applicable law will be provided a minimum <u>duty freeduty-free</u> lunch period of thirty (30) minutes.
- E. All employees required to work through their regular meal periods will be given time to eat at a time agreed upon by the employee and supervisor. In the event the College requires an employee to forego a meal period and the employee works the entire shift, including the meal period, the employee shall be compensated for the foregone meal period at overtime rates.
- F. Employees who voluntarily waive their meal period may do so with their supervisor's agreement. Each waived meal period must be documented in the time and leave system.
- **G.** The normal workweek shall consist of forty (40) hours per week, Monday through Saturday. Each full-time and part-time employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without reasonable notice to the employee, EXCEPT in emergencies. <u>Permanent Schedule changes require fifteen (15) business days' notice, in writing, to the employee and a copy to Human Resources.</u>
- H. Temporary schedule changes may occur with prior notice from the College. A temporary schedule change is one that lasts three weeks or less at any time. Employees will be provided ten (10) business days' notice, in writing with a copy to Human Resources.
- H.I. Flexible work schedules will allow classified employees the ability to perform their assigned duties at other than the conventional 7:30 am 4:30 pm work times. Flexible work schedules may be approved for employees by their supervisor and may be in consultation with Human Resources, provided the operational needs of the institution are met and there shall be no reduction in service to students, the public or other employees. Flexible schedules and any schedule changes should be documented in ctcLink by Human Resources. Refer to the College's Flextime Procedure for further information.

# 7.5 Selection and Assignment

- A. The College shall post openings for full and part-time permanent positions for a minimum of ten (10) working days. Such postings will be done in a timely manner and will list the relevant minimum requirements for the position. The College reserves the right to only post positions internally (for promotional purposes). A copy of the job posting will be forwarded to the Union Steward.
- B. The College may choose to appoint a temporary employee, as outlined in 2022-2025

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7.1.C, without posting for the position.

- **C.** Selection of candidates for open positions shall be determined with consideration being given to seniority, test scores, recommendations, experience, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions.
- D. If an employee at the College who is seeking a promotion is passed over,

#### Article 7(Continued)

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

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

# 7.6 Voluntary Transfers

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

### 7.7 Involuntary Transfer

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

#### Article 7 (Continued)

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

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

### 7.8 Assignment of Additional Hours

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

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

#### 7.9 Positive Time Reporting

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

## ARTICLE 8 COLLEGE CLOSURE

# 8.1 Closure Determination

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

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

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

#### Article 8 (Continued)

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

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

# 8.2 Reporting of Absence Reporting

Absences must be reported according to the positive time reporting process or and an absence slip must be submitted through ctcLinkupon the employee's return to

# work if necessary.

# 8.3 Unsafe Work Site

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

# ARTICLE 9 HOLIDAYS

- **9.1** Full-time and part-time scheduled employees are eligible to be paid for the following twelve (12) holidays:
  - Independence Day Labor Day Veterans Day Thanksgiving Day Native American Heritage Day Christmas Day New Year's Day Martin Luther King Jr's Birthday Presidents' Day Memorial Day Juneteenth Day and One personal holiday to be accrued and used annually

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

# 9.2 Eligibility/Pro rata

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

# 9.3 Pay for Work on a Holiday

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

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

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

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

Article 9 (Continued)

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

# ARTICLE 10 VACATIONS

#### 10.1 Accrual Rate

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

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

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

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

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

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

Article 10 (Continued)

computed at the rate of 10.67 hours per month.

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

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

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

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

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

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

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

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

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

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

# 10.2 Eligibility

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

### 10.3 Scheduling

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

Article 10 (Continued)

# 10.4 Carry-Over

Vacation credit currently due but unused by the new accrual date each year will be carried over to a maximum of <del>30-280 hours days</del> as provided in RCW 43.01.040. No employee shall be denied accrued vacation benefits due to College employment needs.

# 10.5 Payment upon Termination

Any employee who is discharged or who terminates employment shall receive payment for accrued and unused vacation credit with their final pay check, up to a maximum of <u>240-280</u> hours. Employees are encouraged to provide at least two (2) weeks' notice of intent to terminate.

# 10.6 Vacation Denial

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

#### 10.7 Vacation Cancellation

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

## ARTICLE 11 SICK LEAVE

- **11.1** All <u>full timefull-time</u> employees will receive twelve (12) days sick leave each year, and may use leave once accrued. (NOTE: Article13.3 six (6) days emergency leave inclusive.)
- **11.2** Former State of Washington and Washington School District employees who are re-employed within five (5) years of their separation from service will have their sick leave balance at the time of separation restored; employees must notify Human Resources within thirty days of hire of a previous sick leave balance.
- **11.3** Part time employees will receive a prorated portion of one (1) day for each month in pay status of ten (10) days or more, and may use leave once accrued.

Article 11 (Continued)

- **11.4** Full time employees shall be credited with one (1) day sick leave per month for each month in pay status of ten (10) days or more.
- **11.5** Employees, who have been on leave without pay which exceeds ten (10) working days in a calendar month and have worked during the month, will accrue sick leave at the rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month.
- **11.6** Each employee's portion of unused sick leave allowance shall accumulate from year to year.
- 11.7 Sick leave may be used for:
  - A. An absence resulting from an employee's mental or physical illness, injury or health condition to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
  - B. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; or for a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition; or for a family member who needs preventative medical care. "Family member" means any of the following (per RCW 49.46.210.2)

a. A Child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in local parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

b. A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in local parentis when the employee was a minor child;

- c. A spouse;
  d. A registered domestic partner
  e. A grandparent
  f. A grandchild
  g. A sibling
  h. A significant other.
- **C.** Leave for Military Family Leave as required by RCW 49.77 and in accordance with Article 12.2.
- **D.** Leave for Domestic Violence Leave as required by RCW 49.76.
- E. Qualifying absences for Family and Medical Leave (Article12).

Article 11 (Continued)

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

Article 11 (Continued)

# 11.13 Sick Leave Reporting and Verification

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

# ARTICLE 12 FAMILY & MEDICAL LEAVE

- 12.1 Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington state Family Leave Act of 2006 (WFLA) Washington State Paid Family and Medical Leave (PFML), 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\_PFML will not be counted towards the twelve (12) workweeks of FMLA.

Article 12 (Continued)

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

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

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

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

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

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

#### Article 12 (Continued)

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

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

#### 12.8 Parental and Pregnancy Disability Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the College due to operational necessity and per Article 13.4 General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 25.
- **B.** Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 12.10 below.
- **C.** Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state family leaveWashington State Paid Family and Medical Leave (PFML) laws.
- 12.9 The College may require certification from the employee's, family members,

Article 12 (Continued)

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

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

### 12.16 Paid Family Medical Leave Program

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

# ARTICLE 13 OTHER LEAVES

### 13.1 Leave Sharing

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

## 13.2 Bereavement Leave

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

Article 13 (Continued

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

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

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

Article 13 (Continued

#### 13.4 General Leaves of Absence

A. Upon written request from the employee and upon approval of the College President, unpaid leave of absence may be granted to any employee for such

things as: (a) illness; (b) family emergency; (c) maternity/paternity; (d) adoption; (e) education; and (f) military leave. The terms of the leave of absence will be confirmed in writing by the College.

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

## 13.5 Jury Duty and Subpoena Leave

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

Article 13 (Continued)

#### 13.6 Military Leave

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

## 13.7 Uniformed Service Shared Leave Pool

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

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

## 13.8 Domestic Violence Leave

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

Article 13 (Continued)

Requests for leave without pay will be submitted in writing to the Executive DirectorVice President

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

# 13.9 Attendance at the Legislature

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

# 13.10 Temporary Leaves of Absence

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

# ARTICLE 14 PERSONAL CONVENIENCE LEAVE

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

- A. Employees may accumulate up to a maximum of eight (8) days personal convenience leave. Should an employee have an accumulated balance of eight (8) days the employee will not receive additional personal convenience leave.
- **B.** Employees whose initial hire date is after July 1 shall receive a prorated amount of personal convenience leave.
  - 1. A personal convenience leave day may be used at the discretion of the employee except the day requested may not be used on the first or last day of the instructional year or on a student registration day, unless approved by their supervisor.
  - 2. An employee planning to use a personal convenience leave day or days will notify their supervisor at least two (2) days in advance.
- **C.** Each year employees have the option to be compensated at their current salary, for their unused personal convenience days. To be compensated for 2022-2025

#### Renton Technical College & Washington Federation of State Employees the days, employees must notify the payroll office in writing no later than June

#### Article 14 (Continued)

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

## ARTICLE 15 ON-THE-JOB INJURY

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

# ARTICLE 16 SENIORITY

#### 16.1 Seniority Date

The seniority of an employee shall be established as of the date on which the employee began employment in a position in this bargaining unit or in a position subsequently included in this bargaining unit.

## 16.2 Seniority Rights

- **A.** The seniority rights of an employee shall be lost for the following reasons: resignation, discharge for justifiable cause, and retirement.
- **B.** Seniority rights shall not be lost but shall not accrue for the following reasons: authorized unpaid leaves of absence, and involuntary layoff.
- **C.** Seniority rights shall continue to accrue for the following reasons: absence due to industrial injury (up to one year); paid, authorized absence covered by the leave provision of the bargaining agreement (authorized absence due to extended illness or medical disability); holidays and vacations.
- D. Temporary employees do not accrue seniority rights except when hired into a 2022-2025

Renton Technical College & Washington Federation of State Employees permanent position without a break in service.

Article 16 (Continued)

#### 16.3 Seniority List

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

# ARTICLE 17 CLASSIFICATION AND RECLASSIFICATION

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

# ARTICLE 18 LAYOFF AND RECALL

# 18.1 Definition and Authorization

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

# 18.2 Layoff Position Determination

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

# 18.3 Seniority List

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

# 18.4 Union Notice

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

# 18.5 Employee Notice

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

Any such layoff notice will include:

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

### Article 18 (Continued)

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

### 18.6 Layoff Options

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

#### 18.7 Salary

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

Article 18 (Continued)

#### A. Current Salary Level

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

# B. Lower Salary Level

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

# 18.8 Transition Review

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

# 18.9 Recall

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

#### Article 18 (Continued)

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

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

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

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

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

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

#### 18.11 Temporary Layoffs

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

# ARTICLE 19 DISCIPLINE

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

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

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

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

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

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

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

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

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

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

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

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

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

**B.** Upon email request by the employee to the <u>Executive DirectorVice President</u> of Human Resources, a written reprimand will be removed from the official personnel file twelve (12) months from date of issuance if there have been no further written reprimands for a six

(6) month period. The employee may also request that documentation of a verbal reprimand may also be removed from the supervisor's file after 12 months if there are no other like reprimands for a six (6) month period.

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

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

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

#### ARTICLE 20 PERSONNEL RECORDS

- **A.** A master or official file shall be maintained for each employee of the College in Human Resources or other officially designated place.
- **B.** Working files, as required and when properly noted in the employee's master file, may be kept by the employee's immediate supervisor.

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

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

#### ARTICLE 21 PERFORMANCE EVALUATION

#### 21.1 Purpose

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

# 21.2 Evaluation Process

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

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

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

# ARTICLE 22 HEALTH AND WELFARE

#### 22.1 Health and Welfare Benefits

**A.** The College agrees to make available to all eligible employees group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the State Health Care Authority and as funded by the Legislature.

#### 22.2 Health and Welfare Benefits

- **A.** The College agrees to make available to all eligible employees group medical, dental, life, and other appropriate insurance programs consistent with the rules and regulations of the State Health Care Authority and as funded by the Legislature.
- B. For purposes of Article 22.1, an eligible employee is defined as eligible for benefits if they are:
  - 1. Any employee who is scheduled to work at least half-time per month and expected to be employed for more than six (6) months. (WAC 182-12)<u>Hired</u> into a position in which they are expected to work at least 80 hours per month and
  - 2. For more than six consecutive months and
  - **1.3.** Work at least eight hours each month to maintain eligibility.
  - Employees who are scheduled to work at least half-time but for less than six (6) months will become "eligible" effective the first day of the seventh (7th) month of employment. (WAC 182-12)
- C. In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue the funded monthly medical, dental, and other insurance payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one (1) day per month as pay status for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health and dental plan beyond the six (6) months, they may do so by making the required payments to the Health Care Authority. In either event the employee must actually be incapacitated from work by such illness or non-occupational accident and shall, in fact, not be working elsewhere.
- D. Any employee who is on authorized unpaid leave may continue their term life and accidental death plan via direct monthly payments to the State Health Care Authority. Employees on such leave must make written arrangements with Human Resources.

- E. Any employee who is on layoff status shall be allowed to continue their participation in College medical and/or dental programs via direct monthly payments to the State Health Care Authority, to the extent provided by law. Such employees must make written arrangements with Human Resources.
- F. Refer to the "Health Benefits Agreement by and between the State of Washington and the Coalition of Unions" on additional health care benefits and health care amounts.

#### 22.3 Supplemental Retirement Plans

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

#### 22.4 Liability and Indemnification

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

## 22.5 Dependent Care

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

#### 22.6 Flexible Spending Account

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

#### 22.7 Voluntary Employee Benefits Association (VEBA)

- A. The College shall make available offer anto eligible employees a VEBA plan to allow qualifying employees. , Uupon meeting retirement eligibility criteria, employees may, to convert their accrued sick leave (four hours to one, or 4:1) into a medical reimbursement plan pursuant to RCW 28B.50.553 and College policy and procedures. The VEBA plan must meet the requirements of the Internal Revenue Service.
- **B.** As a condition of participation each eligible employee must submit to the College a signed hold harmless agreement complying with RCW 28B.50.553. If an eligible employee fails to sign and submit such agreement to the College, the College will not make sick leave cash-out contributions to the Plan. The eligible employee will not be permitted to participate in the Plan and remuneration for accrued sick leave at retirement shall be forfeited.
- C. Funds deposited in the plan will be used for payment of the retiree's documented medical insurance premiums and medical, dental, and vision care 2022-2025

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

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

#### 22.8 Long Term Care

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

#### ARTICLE 23 PROFESSIONAL DEVELOPMENT

## 23.1 Training Fund

The College and the Union are committed to provide development opportunities for the professional growth of employees of this bargaining unit. In the mutual interest of the College and the Union, the College shall budget funds for the purposes of staff development. The amount allocated for each fiscal year of this Agreement is \$610,000.

- A. Up to a maximum of two-five hundred-fifty dollars (\$250500), per person per fiscal year, will be available to bargaining unit members for professional development activities on a first-come, first- served basis until the allocation is exhausted. These activities include continuing education courses and professional memberships, and work-related subscriptions that will enhance employee's skills and/or performance, that enable them to stay updated with practices relevant to the individual employee's specific responsibilities or personal development plan.
- **B.** If there are funds remaining by June 15, the balance will be allocated to the members who have requested training reimbursement but did not receive full reimbursement. The allocation will be done as follows:
  - 1. The members will receive 100% reimbursement of their training costs if there are enough funds available to provide full reimbursement for all remaining reimbursement requests.

2. If there are not enough funds available to reimburse 100% of each members training costs, the amount of funds remaining will be divided by the number of remaining requests to come up with an "equal amount per person." If members are owed less than the amount calculated (equal amount per person), they will only be reimbursed up to the amount submitted.

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

- C. Employees who have separated prior to completion of their class will not receive reimbursement. Employees who separated prior to June 15 will not be eligible for the additional funds. However, employees who have been separated due to a layoff will be eligible for reimbursement and the additional funds during the fiscal year in which they separated.
- **C.D.** Employees must provide proof of completion, attendance or utilization of the professional development activity to receive reimbursement. Utilization may be demonstrated by providing a summary of how a membership or subscription was incorporated into their work or professional development. Professional development activities payment will not be given for duplicate activities or training not relevant to the individual employee's specific responsibilities or personal development plan, unless special circumstances result in College authorization for such repeat training. Professional development activities during regularly scheduled work hours for which the employee is paid are specifically excluded from this article.

### 23.2 Training Guidelines

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

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

# 23.3 Required Training

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

The College will provide training on state and federal regulatory requirements to 2022-2025

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all employees. It is the responsibility of all employees to stay current with all regulatory requirements related to their duties.

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

#### 23.4 Fee Waivers

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

#### Article 23 (Continued)

determined by the Vice President of Administration and Finance.

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

#### 23.5 In-service Activities

Both the College and the Union agree that all-campus professional development/training supports employee engagement. The College shall establish professional development committees and union members are encouraged and welcome to participate in the planning process of campus in-service events. The College shall establish a Staff Development Committee with at least two Union appointed members from and no less than the number of representatives from the other bargaining units. The Staff Development Committee will determine the content and structure of the staff in-service.

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

# 23.6 First Aid

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

# 23.7 Career Ladder Promotions

**A.** It shall be a goal of the College to provide members of this bargaining unit with  $\frac{2022-2025}{2022-2025}$ 

the opportunity to advance to more responsible positions.

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

# ARTICLE 24 UNION MEMBERSHIP AND DUES/FEES DEDUCTION

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

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

#### 24.3 Union Dues

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

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

# 24.4 Payroll Deduction

# Voluntary Deductions

A. PEOPLE

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

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

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

B. Trustmark Universal Life Insurance with Long Term Care

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

#### 24.5 Employee Status Reports

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

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

#### 24.6 Revocation

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

Article 24 (Continued)

#### 24.7 Indemnification

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

### ARTICLE 25 GRIEVANCE PROCEDURE

#### 25.1 Scope

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

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

# 25.2 Grievance Steps

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

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

### B. Step One

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

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

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

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

#### C. Step Two

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

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

# D. Step Three-A

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

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

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

#### E. Step Three-B

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

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

#### 25.3 Non-Discrimination

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

#### 25.4 Timelines

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

#### 25.5 Grievance Files

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

#### ARTICLE 26 SALARIES AND EMPLOYEE COMPENSATION

### 26.1 Salary Basis

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

#### 26.2 Part-Time Salary Computation

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

# 26.3 Salary Provisions

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

Article 26 (Continued)

#### 26.4 Monthly Salary Installments

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

#### 26.5 Salary Placement

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

# A. Placement on the Salary Schedule

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

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

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

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# C. Salary on Promotion

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

# D. Salary on Demotion

#### 1. Voluntary Movement

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

#### 2. Involuntary Movement

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

#### E. Salary on Lateral Transfer

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

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

# 1. Two Concurrent Positions

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

#### 2. One Position

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

#### G. Salary for Additional Assignments

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

#### H. Shift Differential

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

Shift differential for employees assigned to a shift  $\frac{-1}{-1}$  in which a majority of time worked daily or weekly is between 5:00 PM and 7:00 AM will be fifty cents (\$.50) per hour.

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

#### 26.6 Overtime and Compensatory Time

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

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

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

#### 1. Compensatory Time Use

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

#### 2. Compensatory Time Cash Out

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

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

#### 23.8 Compensation for Certificates

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

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

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

#### 26.7 Longevity

Employees who have achieved ten (10) or more years of seniority within the college on July 1 will receive an annual pay enhancement of \$400 added to their salary for the following year. Unless the move is temporary or project based, If there is a break in service, the 10-year mark will be adjusted based on the time away from the college.

#### 26.726.8 Compensation for Degrees Stipends

Employees who have earned a degree from an accredited college or university

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and has submitted a transcript to Human Resources upon hire or by July 1, will receive an annual pay enhancement (prorated upon hire or move to a WFSE represented position), based on the degree enhancement procedure. One Renton Technical College degree stipend will be paid annually to each qualifying employee who has earned and submits transcript verification of their degree. A degree stipendpay enhancement of \$150.00 will be paid annually if the employee's highest degree is an associate degree. A <u>degree stipendpay</u> <u>enhancement</u> of \$250.00 will be paid annually if the employee's highest degree is a bachelor's degree. A <u>degree stipendpay enhancement</u> of \$350.00 will be paid annually if the employee's highest degree is a master's degree.

Article 26 (Continued)

# 26.9 Multilanguage Stipend Compensation

Employee(s) who are substantially bilingual or multilingual and are requested by management to use their skills in a language other than English in addition to the performance of their work duties will be paid a<u>n annual pay enhancement of \$1000-(prorated based on hire date or move to a WFSE represented position) and in compliance with the pay enhancement procedure. bilingual stipend of \$250 per quarter. The employee may request payment from the Vice President of Human Resources or designee. Such employeeEmployees(s) may be required to demonstrate their bilingual ability, butability but are not required to be certified by the State of Washington as a translator/interpreter.</u>

#### 26.10 Other Compensation

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

#### 26.11 Salary Overpayment Recovery

- A. When the College has determined that an employee has been overpaid wages, the college will provide written notice, via hand delivery or certified, to the employee which will include the following items:
  - 1. The amount of the overpayment,
  - 2. The basis for the claim, and
  - 3. The rights of the employee under the terms of this Agreement.

#### B. Method of Payback

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

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- a. Voluntary wage deduction
- b. Cash
- c. Check
- 2. The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period, unless the College and employee agree to an amount that is more than the five percent (5%).

#### Article 26 (Continued)

- **3.** If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.
- **4.** Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.
- C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in <u>Article 25</u>.

# ARTICLE 27 TERM AND SEPARABILITY OF PROVISIONS

#### 27.1 Length of Agreement

The term of this Agreement shall be July 1, 2022-2025 to June 30, 20252028.

#### 27.2 Exclusions

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

#### 27.3 Re-Opening Agreement

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

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

This Agreement shall be reopened at the request of either party to consider the impact of legislation enacted following the execution of this Agreement which 2022-2025

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affects the terms and conditions herein including but not limited to state funded salary.

# 27.5 Separability

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

# 27.6 Scope of Agreement

This agreement constitutes the negotiated agreements between the Employer and

#### Article 27 (Continued)

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

#### 27.7 Inclusion

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



Employees may be allowed to work remotely up to two (2) days per week. Remote workdays and scheduling shall be made in arrangement with the appropriate supervisor and shall be subject to the legitimate business needs of the College. Remote work does not change conditions of employment, expectations of the position, or required compliance with college policies, procedures or this collective bargaining agreement. Remote work is a benefit and is not a permanent obligation of the College and may be terminated by either the employee or the college within ten working days' notice in writing.

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#### ARTICLE 2829 NO STRIKE PLEDGE

Per RCW 41.56.120, nothing in this agreement permits or grants any employee **Formatted:** Indent: Left: 0.6", Right: 0.09" the right to strike or refuse to perform their official duties.

# APPENDIX B CLASSIFICATION AND SALARY RANGE TABLE

CLASSIFICATION		WORK UNIT	SALARY RANGE
Enrollment Services Generalist	ES	Enrollment Services	7
Enrollment Services Specialist	ES	Enrollment Services	7
Testing Services Specialist	SS	Student Services	7
Student Entry Specialist	SS	Student Services	7
Worksource Specialist	SS	Student Services	7
Tool Room Attendant	AS	Automotive Support	2
Automotive Customer Service/Motor Pool Specialist	AS	Automotive Support	6
Basic StudiesCCP Specialist	IS	Instructional Support	7
Data Clerk	IS	Instructional Support	6
Print Shop & Mailroom Operator	BO	Business Office	6
Fiscal Specialist	BO	Business Office	7
Cashier	BO	Business Office	6
Cashier IIStudent Financials Specialist	BO	Business Office	7
Accounts Payable Clerk	BO	Business Office	8
Accounts Receivable Specialist	BO	Business Office	7
Financial Aid Fiscal Specialist	BO	Business Office	6
Financial Aid Clerk	FA	Financial Aid	4
Financial Aid Specialist	FA	Financial Aid	<u>67</u>
Library Paraprofessional	L	Library	4
Library Specialist	L	Library	6
Administrative Assistant I	AA	Administrative	3
Administrative Assistant III	AA	Administrative	6
CCE Marketing Assistant III	AA	Administrative	5
Administrative Assistant IV	AA	Administrative	7
Administrative Assistant V	AA	Administrative	8
Office Administrative Specialist	AA	Administrative	<u>7</u>
Foundation AssociateOperations & Events Manager	F <u>O</u>	Foundation	8
Vorkfirst Services Specialist	WE	Workforce Ed	7

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2025-2028

67 Technical College & Washington Federation of State Employees

Renton

Appendix A				
WASHINGTON FEDERATION OF STATE EMPLOYEES				
JULY 1, 2025 - JUNE 30, 2026				

Salary Range	Pay Interval	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
2	Index	1.000	1.030	1.060	1.092	1.125	1.193	1.216	1.241
	Annual	<del>\$36,201.19</del>	<del>\$37,279.62</del>	<del>\$38,386.84</del>	<del>\$39,535.57</del>	<del>\$40,728.55</del>	<del>\$43,172.09</del>	\$44,035.53	\$44,916.24
	Monthly	\$ <del>3,016.77</del>	<del>\$3,106.64</del>	<del>\$3,198.90</del>	<del>\$3,294.63</del>	\$ <del>3,394.05</del>	<del>\$3,597.67</del>	\$3,669.63	\$3,743.02
	Semi-monthly	<del>\$1,508.38</del>	<del>\$1,553.32</del>	<del>\$1,599.45</del>	<del>\$1,647.32</del>	<del>\$1,697.02</del>	<del>\$1,798.84</del>	\$1,834.81	\$1,871.51
	Hourly	<del>\$17.40</del>	<del>\$17.92</del>	<del>\$18.46</del>	<del>\$19.01</del>	<del>\$19.58</del>	<del>\$20.76</del>	\$21.17	\$21.59
3	Index	<del>1.100</del>	<del>1.133</del>	<del>1.166</del>	1.201	1.237	1.312	1.338	1.365
	Annual	<del>\$39,805.16</del>	<del>\$41,000.38</del>	<del>\$42,219.96</del>	\$43,485.77	\$44,796.15	\$47,492.70	\$48,442.56	\$49,411.41
	Monthly	<del>\$3,317.10</del>	<del>\$3,416.70</del>	<del>\$3,518.33</del>	\$3,623.81	\$3,733.01	\$3,957.73	\$4,036.88	\$4,117.62
	Semi-monthly	<del>\$1,658.55</del>	<del>\$1,708.35</del>	<del>\$1,759.17</del>	\$1,811.91	\$1,866.51	\$1,978.86	\$2,018.44	\$2,058.81
	Hourly	<del>\$19.14</del>	<del>\$19.71</del>	<del>\$20.30</del>	\$20.91	\$21.54	\$22.83	\$23.29	\$23.76
4	Index	<del>1.156</del>	<del>1.191</del>	1.227	1.263	1.301	1.380	1.407	1.436
	Annual	<del>\$41,843.87</del>	<del>\$43,110.01</del>	\$44,403.51	\$45,730.43	\$47,115.38	\$49,951.67	\$50,950.70	\$51,969.72
	Monthly	<del>\$3,486.99</del>	<del>\$3,592.50</del>	\$3,700.29	\$3,810.87	\$3,926.28	\$4,162.64	\$4,245.89	\$4,330.81
	Semi-monthly	<del>\$1,743.49</del>	<del>\$1,796.25</del>	\$1,850.15	\$1,905.43	\$1,963.14	\$2,081.32	\$2,122.95	\$2,165.40
	Hourly	<del>\$20.12</del>	<del>\$20.73</del>	\$21.35	\$21.99	\$22.65	\$24.02	\$24.50	\$24.99
5	Index	1.210	1.246	1.284	1.322	1.362	1.444	1.473	1.502
	Annual	\$43,811.22	\$45,115.30	\$46,477.37	\$47,871.08	\$49,315.79	\$52,270.07	\$53,315.47	\$54,381.78
	Monthly	\$3,650.94	\$3,759.61	\$3,873.11	\$3,989.26	\$4,109.65	\$4,355.84	\$4,442.96	\$4,531.81
	Semi-monthly	\$1,825.47	\$1,879.80	\$1,936.56	\$1,994.63	\$2,054.82	\$2,177.92	\$2,221.48	\$2,265.91
	Hourly	\$21.06	\$21.69	\$22.34	\$23.01	\$23.71	\$25.13	\$25.63	\$26.15
6	Index	1.331	1.371	1.412	1.454	1.498	1.588	1.620	1.653
	Annual	\$48,182.15	\$49,629.30	\$51,106.67	\$52,637.43	\$54,224.50	\$57,504.11	\$58,654.19	\$59,827.27
	Monthly	\$4,015.18	\$4,135.77	\$4,258.89	\$4,386.45	\$4,518.71	\$4,792.01	\$4,887.85	\$4,985.61
	Semi-monthly	\$2,007.59	\$2,067.89	\$2,129.44	\$2,193.23	\$2,259.35	\$2,396.00	\$2,443.92	\$2,492.80
	Hourly	\$23.16	\$23.86	\$24.57	\$25.31	\$26.07	\$27.65	\$28.20	\$28.76
7	Index	1.464	1.508	1.553	1.599	1.648	1.747	1.782	1.817
	Annual	\$52,999.85	\$54,593.57	\$56,217.48	\$57,901.17	\$59,648.16	\$63,229.90	\$64,494.50	\$65,784.39
	Monthly	\$4,416.65	\$4,549.46	\$4,684.79	\$4,825.10	\$4,970.68	\$5,269.16	\$5,374.54	\$5,482.03
	Semi-monthly	\$2,208.33	\$2,274.73	\$2,342.39	\$2,412.55	\$2,485.34	\$2,634.58	\$2,687.27	\$2,741.02
	Hourly	\$25.48	\$26.25	\$27.03	\$27.84	\$28.68	\$30.40	\$31.01	\$31.63
8	Index	1.575	1.638	1.704	1.772	1.843	1.916	1.993	2.073
	Annual	\$57,018.18	\$59,298.90	\$61,670.86	\$64,137.69	\$66,703.20	\$69,371.33	\$72,146.18	\$75,032.03
	Monthly	\$4,751.51	\$4,941.58	\$5,139.24	\$5,344.81	\$5,558.60	\$5,780.94	\$6,012.18	\$6,252.67
	Semi-monthly	\$2,375.76	\$2,470.79	\$2,569.62	\$2,672.40	\$2,779.30	\$2,890.47	\$3,006.09	\$3,126.33
	Hourly	\$27.41	\$28.51	\$29.65	\$30.84	\$32.07	\$33.35	\$34.69	\$36.07

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

Revised 4/10/2021



Human Resources Renton Technical College and AFT Classified 2025-2028 Collective Bargaining Agreement Summary of Changes June 18, 2025

General Housekeeping – grammar changes, etc.

Article 6.13 (page 7) - Labor Management - included in Article 39

Article 10 (Page 9) – Equal Opportunity and Nondiscrimination – mirror language in policy and updated to include the SEP

Article 11.3 and 11.6 Uniforms and Special Equipment (page 10) – updated allowance and include necessary gear

Article 12 Seniority (page 11) – clarified seniority rights to not only include work unit but job class/title

Article 13.3 Optional ServSafe Certification (page 12) – provides opportunities for food services staff for professional development

Article 14.4 Licensure – Maintenance Workers (page 13) – ensures that licensures that benefit the college are maintained

Article 15.4 Licensure – Grounds Workers (page 14) – ensures that licensures that benefit the college are maintained

Article 17.1 Holidays (page 19) - additional personal holiday

**Article 18 Vacation (page 21-23)** – revised the accrual table, payout option for food services, increased cap to 280 hours, specified language in the event of death. and to allow leave to cover employee portion of health benefits during their summer break

Article 21.2 Bereavement (page 29) - updated language

Article 23.2 Insurance Eligibility (pages 34) – Clarified language

Article 23.9 VEBA (pages 35) – Clarified language

Article 26.7 Increment Movement (page 39) – aligns increment movement with other union contracts

Article 26.11 Multilanguage Compensation and 26.12 Longevity Compensation (page 39-40) – revises administration of additional pay for FLSA compliance

Article 30 Professional Development (page 43) – increased budget for professional development and included reimbursement process

Article 40 Term of Contract (page 55) - Term of contract through June 30, 2028.

Schedules A & B - Updated both Salary Schedules to reflect new salary structure.

# CONTRACT

between



and



Renton Technical College Classified

July 1, <del>2022</del> <u>2025</u> – June 30, <del>2025</del> <u>2028</u>

RENTON TECHNICAL COLLEGE AND AFT RENTON TECHNICAL COLLEGE CLASSIFIED

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## PREAMBLE

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

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

#### ARTICLE 1 DEFINITIONS

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

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

# ARTICLE 2 RECOGNITION

# 2.1 Bargaining Unit Membership

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

## 2.2 Exclusions

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

# 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 <u>Article 29</u> of this Agreement.

# 2.4 Bargaining Unit Work

Work customarily performed by employees identified in <u>Section 2.1</u>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:

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 <u>RCW 41.56</u>.

#### 5.2 Right to Voice Concerns

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

#### 5.3 Right to Representation

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

#### 5.4 Right to Representation in Employment Relations

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

#### 5.5 Right of Citizenship

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

# 5.6 Exercise of Rights

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

### ARTICLE 6 UNION RIGHTS

#### 6.1 Union's Role and Responsibility

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

### 6.2 Grievance Representation

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

#### 6.3 Limits to Grievance Representation

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

#### 6.4 Distribution of the Agreement

- 6.4.1 The College will post the Agreement electronically on the College website by the effective date of this Agreement, or within thirty (30) days of ratification, whichever date is later. The College will provide all current and new employees with a link to the Agreement. All employees will be authorized to print one (1) copy of the Agreement from the link on work time using state-purchased paper and <u>state-ownedstate-owned</u> equipment. All new employees shall be given a copy of this Agreement by the College at the time they are employed by the College.
- 6.4.2 Four (4) copies of the contract will be printed with one copy sent to each of the following within the timeframe as set forth in 6.4.1
  - AFT Labor Representative
  - AFT Local President
  - RTC Library
  - RTC Human Resources

#### 6.5 Delegation of Responsibility

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

## 6.6 Union Business Leave

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

# 6.7 Access to Employees

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

#### 6.8 Access to College Administration

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

#### 6.9 Access to Facilities

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

## 6.10 Bulletin Boards

- 6.10.1 The College shall designate a bulletin board space on campus for the use of the Union. The bulletins posted by the Union are the responsibility of the officials of the Union. Each bulletin shall be signed by the Union official responsible for its posting. Unsigned notices or bulletins may not be posted. There shall be no other distribution or posting by employees or the Union of pamphlets, advertising, political matters, notices of any kind, or literature on College property, other than herein provided.
- 6.10.2 The responsibility for the prompt removal of notices from the bulletin boards after they have served their purpose shall rest with the individual who posted such notices.
- 6.10.3 Copies of all Union postings shall be sent to the College President.

## 6.11 College Mail

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

#### 6.12 Negotiating Committee

- 6.13.1 A Negotiating Committee will be selected by the Union.
- 6.13.2 The College will work with employees serving on the Negotiating Committee and other employees to adjust, if it can be mutually determined appropriate, a shift change to facilitate negotiation committee members' participation in bargaining sessions.
- 6.13.3 Negotiation sessions shall be held at a time and place mutually agreed to by the College and the Union, including time outside of normal work hours when necessary.

#### 6.13 Labor/Management Committee

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

## ARTICLE 7 UNION REPRESENTATIVE

# 7.1 Notice to College

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

## 7.2 Non-Interference

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

#### 7.3 Permission to Leave Duty Station

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

#### 7.4 Ability to Meet and Confer

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

### 7.5 Duties of the Union Representative

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

#### 7.6 Release During Work Time

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

## ARTICLE 8 MEMBERSHIP AND DUES DEDUCTION

#### 8.1 Membership and Dues Deduction

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

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

## 8.2 Check-off

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

## 8.3 Indemnification

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

#### 8.4 Pertinent Data

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

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

# ARTICLE 9 MAINTENANCE OF STANDARDS AND BENEFITS

## 9.1 Maintaining Standards

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

# 9.2 Exclusions

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

# ARTICLE 10

## EQUAL OPPORTUNITY AND AFFIRMATIVE ACTIONNONDISCRIMINATION

# 10.1 Equal Opportunity

The College and the Union are committed to providing equal access to employment opportunities, and to maintaining a workplace that is free from discrimination. This policy shall apply to all employees and applicants for employment without regard to race, color national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, honorably discharged veterans or military status, or use of a trained guide dog or service animal race or othnicity; creed; color; national origin; gender; marital status; sexual orientation; age; religion; of any sensory, mental or physical disability; genetic information or status as a Vietnam ora 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 <u>Title VI of the Civil Rights</u> Act of 1964, <u>Title VII of the Civil Rights Act of 1964</u>, <u>Title IX of the Educational</u> Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington State Law Against Discrimination, Chapter 49.60 RCW and their implementing regulations, 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 Vietnamera veterans. Both parties mutually agree to support the provisions of the College's Strategic Equity Plan insofar as such plan does not conflict with other provisions of this Agreement. The parties further agree that the purpose of the plan is for achieving equity in employment practices.

#### ARTICLE 11 HEALTH AND SAFETY

#### 11.1 Safety Committee

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

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

#### 11.2 Reporting Unsafe Conditions

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

### 11.3 Uniforms

The College will furnish and maintain the established <u>uniform-clothing</u> requirements for all employees in the bargaining unit. Employees shall wear <u>uniform-clothing</u> that comply with general College guidelines. Each Food Service, Maintenance, Custodial and Grounds employee working four (4) hours daily shall receive an annual <u>uniform-clothing</u> allowance of <u>one-three</u> hundred fifty dollars (\$<u>3</u>450.00). 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

I

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, <u>safety insoles, insulated socks</u> and knee boots for grounds workers; safety shoes for custodians when applying solvents to floors; and one (1) pair of knee boots for full-time custodians where they are required to clean drains on the roof; and appropriate raingear and/or coveralls when necessary for the work location. The College will assume responsibility for their maintenance and replacement.

## 11.7 Safe Use of Equipment

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

## ARTICLE 12 SENIORITY RIGHTS

- **12.1** The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous daily employment in an annual(full-time) or daily (part-time not temporary) position. Such date shall be referred to as "seniority date." Employees transferred from Renton School District No. 403 on September 1, 1991 will continue their seniority from that organization.
- **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 and job classification/series.
- **12.6** Except as otherwise provided in this Agreement, the employee with the earliest seniority date shall have seniority regarding shift selection, vacation periods and special services (including overtime), promotions, assignment to new or open jobs or positions, and layoffs when ability and performance are substantially equal with junior employees or new hires.

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

## ARTICLE 13 SPECIAL PROVISIONS FOR FOOD SERVICE WORKERS

## 13.1 Assignment

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

to reduce their regularly scheduled hours.

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

## 13.2 Permits

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

# 13.3 Optional ServSafe Manager Certification & Pay Enhancement,

- <u>13.3.1 Food Service employees may voluntarily obtain and maintain a valid ServSafe</u> <u>Manager Certification (as administered by the National Restaurant Association) to</u> <u>enhance their skills and career development.</u>
- <u>13.3.2 Any Food Service Worker who successfully completes and maintains a valid</u> <u>ServSafe Manager Certification shall receive a one-time salary adjustment to the</u> <u>next higher pay step within their classification. Employees who already hold a valid</u> <u>ServSafe Manager Certification at the time of hire shall be placed one step higher</u> <u>than placement upon verification of certification. Salary adjustments shall take</u> <u>effect on the first of the month following proof of certification submission to Human</u> <u>Resources.</u>
- <u>13.3.3 Employees at the top of the salary scale will be provided a 3% salary adjustment</u> <u>upon successful completion and maintenance of a valid ServSafe Manager</u> <u>Certification.</u>
- 13.3.4 The ServSafe Manager Certification is valid for five (5) years from the date of issuance. To maintain eligibility for the enhanced pay step, employees must renew their certification prior to expiration. If the certification expires and is not renewed, the employee's pay will revert to the next lower step effective the first of the month following expiration, unless a grace period of up to 60 days is approved by Human Resources for renewal purposes.
- 13.3.5 The College will reimburse the certification fee upon successful completion of the ServSafe Manager Exam. Employees failing the exam must cover the cost of retaking the test at their own expense.
  - 13.3.6
     The College will provide access to study materials and, if applicable, provide training opportunities to support employees in obtaining certification.

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## ARTICLE 14

# SPECIAL PROVISIONS FOR MAINTENANCE WORKERS

## 14.1 Assignment

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

# 14.2 Call Back Service

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

## 14.3 Seniority Rights

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

## 14.4 Licensure

14.3.2 <u>Maintenance Mechanics who have obtained licenses or certifications</u> that pertain to their job duties with prior approval from their supervisor will have the cost of maintaining that license or certification reimbursed to them annually.

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

## 15.1 Call Back Service

- 15.1.1 Authorized call back service for employees will be paid at the overtime rate for not less than two (2) hours for any assignment, EXCEPT scheduled events (not weather conditions call backs) will be paid at the overtime rate for not less than three (3) hours for any such assignment.
- 15.1.2 In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours at the rate of time and one-half. A break of less than one-half (½) hour will be considered consecutive time to be compensated at the overtime rate. In the event of a call back situation, employees shall be allowed to adjust their next regular shift to ensure an adequate rest period. Prior to the start of that shift, the employee will notify the supervisor of the employee's intention to adjust their next regular shift. The employee will be paid at the overtime rate for the call back provided the employee completes their next regular or adjusted shift.

## 15.2 Seniority Rights

15.2.1 Seniority shall govern in all layoffs and re-employment of employees covered by this Agreement.

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- 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.

#### 15.4 Other Licenses

Grounds workers who have obtained licenses or certifications that pertain to their job duties with prior approval from the supervisor will have the cost of maintaining that license or certification reimbursed to them annually. Formatted: Not Expandedby / Condensedby
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# 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 <u>Shifts Defined:</u> 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 <u>Break Periods for Full-time Employees</u>: 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 <u>Break Periods for Part-time Employees:</u> 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 <u>Summer Shifts</u>: If the employees in the maintenance, custodial and grounds work units and the College agree to do so, there may be a fourday (4) work week, ten (10) hours per day, or employees may be scheduled to work 6:00 a.m. to 2:30 p.m. shift five (5) days per week, during the summer break when school is not in session.
  - 16.2.4.1 Any person on the four ten-hour (4/10) shift will receive overtime after ten (10) hours in a day or forty (40) hours in a week, otherwise overtime will be in accordance with the provisions contained in <u>Section 16.5</u>. All sick leave, vacation, and other paid time will be based in the ten (10) hour day.

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

# 16.3 Work During Lunch

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

## 16.4 Shift Change

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

#### 16.5 Overtime

- 16.5.1 <u>Notice</u> Every effort will be made to give as much advance notice as possible of overtime requirements.
- 16.5.2 <u>Compensation Rates</u> All employees shall be compensated for overtime in accordance with this section.
  - 16.5.2.1 Hours worked in excess of forty (40) hours shall be compensated at one and one- half (½) times the employee's base hourly rate.
  - 16.5.2.2 Except for on call catering employees, all hours worked on Saturday, if above forty (40) hours a week, shall be compensated at no less than one and one- half (½) times the employee's base hourly rate, unless Saturday is a regularly scheduled workday.
  - 16.5.2.3 Except for on call catering, the Wednesday through Sunday custodial shift and the Saturday through Wednesday custodial shift, all hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

- 16.5.3 <u>Assignment</u> 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 <u>Rejecting Overtime</u> Employees shall have the option to reject offers to work overtime, without prejudice, except in emergency situations as **defined by their immediate supervisor or college policy.**

#### 16.6 Compensatory Time Off

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

#### 16.6.1 Compensatory Time Use

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

#### 16.6.2 Compensatory Time Cash Out

- 16.6.2.1 All compensatory time must be used by June 30 of each year. If compensatory time balances are not scheduled to be used by the employee by May of each year, the supervisor will contact the employee to review their schedule. The employee's compensatory time balance will be cashed out every June 30 or when the employee separates from the Employer.
- 16.6.2.2 As an exception to Subsection 16.6.2.1 above, a Vice President or Director will allow an employee to carry forward up to thirty-two (32) hours of compensatory time past June 30 when an employee's workload requires overtime during the months of April, May and June. Payroll and Human Resources must be notified no later than June 10.

## 16.7 College Closures/Suspended Operations

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

- 16.7.1 Employees scheduled and not required to work during a late start, an early closure or total suspended operations will have no loss in pay for all late starts, early closures and the first full day of total suspended operations. Employees on preapproved leave must use their leave as planned and will not have leave reversed upon notice of suspended operations.
- 16.7.2 The following options will be made available to the affected employees who are not required to work for the balance of the total suspended operations:
  - 16.7.2.1 Emergency leave (this is deducted from available sick leave);
  - 16.7.2.2 Vacation leave;
  - 16.7.2.3 Personal holiday;
  - 16.7.2.4 Personal convenience leave;
  - 16.7.2.5 Accrued compensatory time;
  - 16.7.2.6 Leave without pay; or
  - 16.7.2.7 Employee-requested schedule changes. Such change will not result in earning overtime.
- 16.7.3 The College will identify the services required during late starts, early closures and total suspended operations and notify employees required to work (designated Essential Personnel) in accordance with the College's suspended operation procedures. Designated Essential Personnel generally include maintenance, grounds, and identified custodial staff and are identified as such annually in September.

If the College is in suspended operations, all buildings will be closed and ONLY designated Essential Personnel will report to work. All other employees will not be allowed on campus, nor will they receive pay if they report without approval.

- 16.7.4 Only employee (designated Essential Personnel) who are required to work during late starts, early closures and total suspended operations will receive on and one-half (1 ½) times their regular pay for work performed during the suspended operations.
- 16.7.5 Any overtime worked during suspended operations will be compensated at the rate of double time after eight (8) hours worked.
- 16.7.6 During suspended operations when there are unsafe driving conditions or other hazards, the President or designee may allow off duty employees to remain at the college.
- 16.7.7 The options listed in section 16.7.2 above, will be made available to employees who report to work late, leave work early or are unable to report to work due to severe inclement weather. In addition, employees may use sick leave for childcare emergencies, if applicable.

- 16.7.8 If a work location is fully operational but an employee is unable to report to work or remain at work because of severe inclement weather, conditions caused by severe inclement weather or natural disaster, the employee's leave will be charged in the following order:
  - 16.7.2.1 Any earned compensatory time.
  - 16.7.2.2 Any accrued vacation leave.
  - 16.7.2.3 Any accrued sick leave, up to a maximum of three (3) days in any calendar year.
  - 16.7.2.4 Leave without pay.

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

16.7.9 The College will send out the emergency instructions annually.

# ARTICLE 17 HOLIDAYS

## 17.1 Full-time and Part-time Employees – Holidays

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

- 17.1.1 Independence Day
- 17.1.2 Labor Day
- 17.1.3 Veterans Day
- 17.1.4 Thanksgiving Day
- 17.1.5 Native American Heritage Day
- 17.1.6 Christmas Day
- 17.1.7 New Year's Day
- 17.1.8 Martin Luther King Jr.'s Birthday
- 17.1.9 Presidents' Day
- 17.1.10 Memorial Day
- 17.1.11 Juneteenth Day
- 17.1.12 Personal Holiday (<u>One-Two (42</u>) day<u>s</u>) An employee planning to use a personal holiday will notify their supervisor at least two (2) days in advance.

## 17.2 Holidays on Weekends

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

## 17.3 Holidays Eligibility

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

#### 17.4 Worked Holidays

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

# 17.5 Holidays for a Reason of Faith or Conscience

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

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

# ARTICLE 18 VACATION LEAVE

## 18.1 Vacation Leave - Accrual Rate

All employees other than temporary employees will accrue vacation leave according to the schedule below. Leave accrual for part-time 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 Por Month Based on Continuous- Service
<del>One (1) Year</del>	<del>13 Days</del>	8.67 Hours
Two(2) through Four (4)	<del>14 Days</del>	9.33 Hours
<del>Five (5) through Nine (9) Years</del>	<del>15 Days</del>	<del>10 Hours</del>
Ten (10) Years	<del>16 Days</del>	10.67 Hours
Eleven (11) Years	<del>17 Days</del>	11.33 Hours
Twelve (12) Years	<del>18 Days</del>	12 Hours
Thirteen (13) Years	<del>19 Days</del>	12.67 Hours
Fourteen (14) Years	<del>20 Days</del>	13.33 Hours
Fifteen (15) Years	<del>21 Days</del>	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

Years of Service	Number of Days of Annual Vacation	Rate of Hours Per Month Based on Continuous Service
One (1) Year through Five (5) Years	<u>15 Days</u>	<u>10 Hours</u>
Six (6) Years through Nine (9) Years	18 Days	<u>12 Hours</u>
Ten (10) Years through Fifteen (15) years	21 Days	<u>14 Hours</u>
Sixteen (16) Years and on	24 Days	16 Hours

# 18.2 Part-Time Employees – Payout Option

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

# 18.3 Vacation Scheduling

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

# 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 <u>240-280</u> hours.

## 18.5 Payment Upon Death of the Employee

Upon death of an employee in active service, earned vacation, not to exceed <u>240-280</u> hours, will be paid, upon request, to the estate of the deceased employee once the surviving spouse, domestic partner registered in the State of Washington, or estate has met certain legal requirements. The College will provide balance information and other remaining monies/benefits to the employee's listed beneficiary. It is the employee's responsibility to ensure that this is provided to Human Resources, and current.

# 18.6 Resignation Notice

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

# 18.7 Authority to Use Vacation in Lieu of Sick Leave

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

#### 18.8 Maximum Accrual

Vacation credit currently due but unused by the new accrual date each year may be carried over to a maximum of <u>240-280</u> hours as provided in <u>RCW 43.01.040</u>. No employee shall be denied accrued vacation benefits due to College employment needs.

## 18.9 Change in Accrual Rate

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

### 18.10 Accrual and use Begins

Employees shall accrue vacation leave beginning with their anniversary date, but

shall not be allowed to use such leave for their first six (6) months.

# 18.11 Food Services and Benefits

The College will allow food services employees to cover the employee portion of their benefits premiums, as need annually from July to September. There will be no leave accrual earned each month or holiday paid unless the employee works 10 days or more in the respective month.

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### ARTICLE 19 SICK LEAVE

#### 19.1 Accrual Rates

- 19.1.1 Each employee eligible for Health Care Authority benefits as defined in <u>Section 27.2</u> shall be credited with one (1) day sick leave per month as earned.
- 19.1.2 All employees hired for less than twelve (12) months will receive sick leave at the rate of one (1) day for each month (or portion of month) the employee is scheduled to work.
- 19.1.3 All employees scheduled for less than eight (8) hours per day will receive a prorated portion of sick leave.
- 19.1.4 Employees, who have been on leave without pay which exceeds ten (10) working days in a calendar month and have worked during the month, will accrue sick leave at a rate of one (1) hour of sick leave per forty (40) hours worked up to a maximum of eight (8) hours of sick leave in a month, in accordance with <u>RCW 49.46.210</u> and <u>WAC 296.128.600</u>.
- 19.1.5 Sick leave provided and not taken shall accumulate from year to year. Such accumulated time may be taken at any time during the work year.

## 19.2 Use of Sick Leave

Sick leave may be used for:

- 19.2.1 An absence due to a personal mental or physical illness, injury or health condition; for doctor appointments, and to accommodate the employee's need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care.
- 19.2.2 An illness or preventive health care appointments of family members listed below, when the presence of the employee is required:
  - 19.2.2.1 A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in local parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
  - 19.2.2.2 A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
  - 19.2.2.3 A spouse;
  - 19.2.2.4 A registered domestic partner;
  - 19.2.2.5 A grandparent;
  - 19.2.2.6 A grandchild;
  - 19.2.2.7 A sibling.

- 19.2.3 Leave for Military Family Leave as required by RCW 49.77;
- 19.2.4 Leave for Domestic Violence leave as required by RCW 49.76
- 19.2.5 Qualifying absences under Family and Medical Leave;
- 19.2.6 When the colleges has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 19.2.7 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 <u>RCW 41.04.340</u> as it now exists or is hereafter amended.

# 19.4 Payment Upon Separation

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

#### 19.5 Legislative Revocation of Benefits

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

# 19.6 Certification of Illness or Injury

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

# 19.7 Unpaid Sick Leave

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

# 19.8 Transfer of Sick Leave

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

#### 19.9 Leave Documentation

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

#### ARTICLE 20

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

20.1 Federal Family & Medical Leave

Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and any amendments thereto and the Washington <u>Setate Paid</u> Family Leave Act of 2006-(WFLAPFML), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of family medical leave in a twelve (12) month period for one (1) or more of the following reasons A through D:

- 20.1.1 Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child.
- 20.1.2 Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work.
- 20.1.3 Family medical leave to care for a spouse, son, daughter, parent or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 who suffers from a serious health condition that requires on-site care or supervision by the employee. Because the FMLA does not recognize state registered domestic partners, an absence to care for an employee's state registered domestic partner in accordance with the WFLAPFML will not be counted towards the twelve (12) workweeks of FMLA.
- 20.1.4 Family medical leave for a qualifying exigency when the employee's spouse, child of any age or parent is on active duty or on call to active duty status of the Armed Forces, Reserves or National Guard for deployment to a foreign country.

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

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

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

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

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

foster or adopted child.

- **20.4** The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays, compensatory time off, or shared leave.
- **20.5** The family medical leave entitlement period will be a twelve (12) month period measured forward from the date an employee begins family medical leave. Each time an employee takes family medical leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) workweeks of available leave.
- **20.6** The College will continue the employee's existing College-paid health insurance, life insurance and disability insurance benefits during the period of leave covered by family medical leave. The employee will be required to pay their share of health insurance, life insurance and disability insurance premiums. The College may require an employee to exhaust all paid leave prior to using any leave without pay, except that the employee will be allowed to use eight (8) hours a month of accrued leave during each month to provide for the continuation of benefits as provided for by the Public Employees Benefit Board, or as provided in Article 21.1, Leave Sharing.
- **20.7** The College has the authority to designate absences that meet the criteria of the family medical leave.
  - 20.7.1 The use of any paid or unpaid leave (excluding leave for compensable work-related illness or injury and compensatory time) for a family medical leave qualifying event will run concurrently with, not in addition to, the use of the family medical leave for that event. An employee, who meets the eligibility requirements listed in <u>Section 20.1</u>, may request that family medical leave run concurrently with absences due to work-related illness or injury covered by workers compensation at any time during the absence. Employees will not be required to exhaust all paid leave prior to using any leave without pay for a compensable work-related injury or illness.
  - 20.7.2 An employee using paid leave during a family medical leave qualifying event must follow the notice and certification requirements relating to family medical leave usage in addition to any notice requirements relating to the paid leave.

## 20.8 Parental and Pregnancy Disability Leave

20.8.1 Parental leave will be granted to the employee for the purpose of bonding with their natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the family medical

leave, during the first year after the child's birth or placement. Leave beyond the period covered by family medical leave and pregnancy disability may only be denied by the College due to operational necessity and per <u>Article 21.4</u> - General Leaves of Absence. Such denial may be grieved beginning at the top internal step of the grievance procedure in <u>Article 33</u>.

20.8.2 Parental leave may be a combination of the employee's accrued vacation leave, sick leave, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule

basis in accordance with Subsection 20.10 below.

- 20.8.3 Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to any leave granted under family medical leave or Washington state-State Paid Efamily leave laws.
- 20.8.4 The College may require certification from the employee's, family members, or covered service member's health care provider for the purpose of qualifying for family medical leave.
- 20.8.5 Personal medical leave, serious health condition leave, or serious injury or illness leave covered by family medical leave may be taken intermittently or on a reduced schedule basis when certified as medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the College's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- 20.8.6 Upon returning to work after the employee's own family medical leave qualifying illness, the employee will be required to provide a fitness for duty certificate from a health care provider.
- 20.8.7 The employee will provide the College with not less than thirty (30) days' notice before family medical leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 20.8.8 An employee returning from family medical leave will have return rights in accordance with FMLA and WFLAPFML.
- 20.8.9 Both parties agree that nothing in this Agreement will prevent an employee from filing a complaint regarding FMLA with the Department of Labor or regarding the WFLAPFML with the Department of Labor and Industries.
- 20.8.10 Definitions used in this Article will be in accordance with the FMLA and WFLAPFML. The parties recognize that the Department of Labor is working on further defining the amendments to FMLA. The College and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

## 20.9 Washington Paid Family and Medical Leave Program

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

## ARTICLE 21 OTHER LEAVES

# 21.1 Leave Sharing

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

#### 21.2 Bereavement Leave

- 21.2.1 Up to and including five (5) days leave with pay, including travel time, shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate family, or the immediate family of their spouse or domestic partner, which includes spouse, domestic partner, children, mother, father, sister, brother, or an individual who is considered immediate family.
- 21.2.2 Two (2) days bereavement leave with pay will be allowed in the case of the death of grandparents and grandchildren, or anyone who is living with or considered part of the family.

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

#### 21.3 Emergency Hardship Leave (Non-Accumulative)

- 21.3.1 Six (6) days emergency leave per year, non-cumulative year to year, will be available upon request for each employee without loss of pay (deductible from annual sick leave). Upon written request to the office of the President, employees may be granted additional emergency leave days with pay. Additional days may be granted: if the situation is as defined in this section; (2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.
- 21.3.2 The problem must have been suddenly precipitated and must be of such an emergent nature that pre-planning is not possible and where preplanning could not relieve the necessity for the absence during the working hours.
- 21.3.3 Emergency leave may not be taken the day before or the day after a holiday or in any combination for purposes of extending vacations.
- 21.3.4 This leave may be used for any personal reasons of an emergency nature, including illness or injury in the family except as provided in Subsection 21.1.3, funeral of friends or legal or personal affairs that cannot be scheduled outside the normal working day.
- 21.3.5 Weather conditions for local travel to and from school shall be considered as a valid reason for an emergency leave, EXCEPT for "emergency staff" who must work their assigned shift, unless on a pre-approved leave, during time of inclement weather.
- 21.3.6 Emergency leave for purposes of illness in the immediate family (including domestic partners), legal affairs, business affairs, and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.
- 21.3.7 Emergency leave for other or unusual circumstances should be cleared through the department supervisor and then reported on the usual absentee report for final payroll approval.
- 21.3.8 Employees with special hardship situations may be granted additional emergency days by the President.

## 21.4 General Leaves of Absence

21.4.1 Upon written request from the employee and upon approval of the College President, unpaid leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity/paternity; (d) adoption; (e) education; (f) military leave; and (g) civic responsibility. The terms of the leave of absence will be confirmed in writing by the College.

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

## 21.5 Jury Duty and Subpoena Leave

21.5.1 Leave of absence with pay will be granted to employees for jury duty with appropriate documentation. An employee will be allowed to retain any compensation paid to them for jury duty service. An employee will inform their supervisor when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands.

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

21.5.2 Leave of absence with pay will be granted for employees responding to a subpoena, with appropriate documentation, when the employee has been subpoenaed on the employer's behalf or the subpoena is for legal proceeding which is unrelated to the personal or financial matters of the employee. Payment will not be made when the employee, the Union or a fellow employee is the plaintiff or defendant in such action and the

College is a party.

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

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

# 21.6 Military Leave

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

#### 21.7 Uniformed Service Shared Leave Pool

The <u>Uniformed Service Shared Leave Pool (USSLP)</u> was created so that state employees who are called to service in the uniformed services will be able to maintain a level of compensation and employee benefits consistent with the amount they would have received had they remained in active state service. The pool was also created to allow general government and higher education employees to voluntarily donate their leave to be used by any eligible employee who has been called to service in the uniformed services. Employee participation is voluntary at all times and will be consistent with state law ((<u>RCW 41.04.685</u>)) 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, <u>RCW 49.76</u>, 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 <u>RCWs 26.60.020</u> and <u>26.60.030</u>, parent, parent-in law, grandparent or a person the employee is dating. The Employer may require verification from the employee requesting leave.

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

#### ARTICLE 22 PERSONAL CONVENIENCE LEAVE

## 22.1 Full-Time Employee

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

- 22.1.1 On July 1 of each year, employees will be credited with three (3) days leave, which may be used for the employee's personal convenience.
  - 22.1.1.1 Employees may accumulate up to a maximum of six (6) day of personal convenience leave. Should an employee have an accumulated balance of six (6) days, the employee will not receive additional personal convenience leave.
- 22.1.2 Employees whose initial hire date is after July 1 shall receive a prorated amount of personal convenience leave.
- 22.1.3 Personal convenience leave days may be used at the discretion of the employee with the prior approval of the College. Employees who want to extend vacation or holiday periods will request use of personal convenience leave in accordance with <u>Section 18.3</u>.
- 22.1.4 An employee planning to use a personal convenience leave day or days will notify their supervisor at least two (2) days in advance.

# 22.2 Part-Time Employee

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

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

#### ARTICLE 23 HEALTH AND WELFARE INSURANCE

#### 23.1 Basic Benefits Enumerated

The College agrees to make available to all eligible employees group medical, dental, long termlong-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

1. For purposes of this Section 23.1, an eligible employee is defined as in WAC 182-12-114- any employee who is scheduled to work at least half-time per month and expected to be employed for more than six (6) months. (WAC 182-12.114)

#### 23.3 "Before Tax" Salary Reduction Plan – Dependent Care

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

#### 23.4 Continuation of Benefits

- 23.4.1 In the event of the inability of an eligible employee to work because of illness or a non-occupational accident, the College will continue the funded monthly medical/dental and insurance payments for eligible employees for a period of up to six (6) months for any month that the employee is in a pay status for at least eight (8) hours per month. The employee may use any available leave, one (1) day per month as pay status for the purpose of keeping insurance benefits intact for this period. If the employee desires to continue the benefit of this health/dental plan beyond the six (6) months, they may do so by making the required payments to the Health Care Authority. In either event, the employee must actually bebe 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 their Term Life and Accidental Death Plan via direct monthly payments to the state Health Care Authority. Employees on such leave must make written arrangements with Human Resources.
- 23.4.3 Any employee who is on layoff status shall be allowed to continue their participation in <u>Collegecollege</u> 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 their employment and is otherwise entitled to representation under Washington state law.

#### 23.8 Retirement

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

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

- 23.9.1 The College shall <u>offer an make available to</u> eligible <u>employees a</u>. VEBA plan to <u>allow-gualifying</u> employees, <u>upon-Upon meeting</u> retirement<u>eligibility criteria</u>, <u>employees</u>, <u>tomay</u> convert <u>their accrued</u> sick leave into a medical reimbursement plan pursuant to <u>RCW</u> <u>28B.50.553</u> and College policy and procedures.
- 23.9.2 As a condition of participation each eligible employee must submit to the college a signed hold harmless agreement complying with <u>RCW</u> <u>28B.50.553</u>. 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 DirectorVice <u>President of Human Resources</u> in writing, by December 31, if they choose not to participate in the VEBA plan the

following year.

23.9.5 Upon request, the College will provide the union with a list of members who will be eligible to retire in the following year.

#### 23.10 Flexible Spending Account

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

#### 23.11 Long Term Care

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

#### ARTICLE 24 POSITION DESCRIPTIONS

#### 24.1 Position Descriptions

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

#### 24.2 New Positions Covered by the Union

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

#### 24.3 Evaluation Forms

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

#### 24.4 Administrative Channels

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

#### 24.5 Requirement to Hold a Valid Driver's License

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

#### 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 appraised 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.

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

#### 25.3 Probationary Period (New Employees)

- 25.3.1 A probationary period for all new employees of one hundred eighty (180) calendar days will be required.
- 25.3.2 New employees during their probationary period may be terminated or may be demoted and/or involuntarily transferred in lieu of termination without right to review under the grievance provisions of this Agreement.
- 25.3.3 New employees shall be entitled to all other provisions of this Agreement.
- 25.3.4 Probationary employees may be discharged for failure to perform job responsibilities in a satisfactory manner or justifiable cause.
- 25.3.5 Upon completion of the probationary period, the new employee will be subject to all rights and duties contained in this Agreement, with seniority retroactive to the hire date.

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

- 25.4.1 A probationary period of ninety (90) calendar days will be required for all promoted or transferred employees.
- 25.4.2 Prior to expiration of ninety (90) calendar days, the promoted employee may return to their former or comparable position upon written request. The College may return the employee to their former or comparable position for justifiable cause, that may include poor work performance and their salary will return to the previous rate of pay. The employee shall 37

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.

#### 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 <u>Article 26</u>.

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

#### 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 <u>Article 26</u>, such retroactive pay shall be paid on the first regular pay day following agreement on such schedule, if possible, or as otherwise agreed or required by law.

#### 26.5 Calculation of Daily Hours

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

#### 26.6 Salary Improvement

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

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

#### 26.7 Incremental Movement

Bargaining unit employees will be paid in accordance with their placement on the salary schedule(s) Schedule A or B. Increments on the salary schedule to steps A through H shall be awarded July 1 of each year, if eligible.

To be eligible for an increment, an employee must work a minimum of one hundredthirty fivesixty (13560) 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 New employee who meet the minimum will be placed at Step 1.
- 26.8.2 Progression on the salary schedule will be based on additional years of experience, and may be on a year for year basis. This section does not apply to substitute custodians or seasonal grounds.

#### 26.9 Salary on Promotion or Position Change

Employees covered by this Agreement who move to a higher salary range shall be placed on the appropriate step which will result in a salary equal to or greater than that would have been paid on the previous range. An employee's salary may be above the maximum if they are assigned to a position with a lower salary grade. This is considered a "red circled" salary. An employee whose salary is red circled is not eligible for a salary increase, including a general wage increase, until their salary falls below the maximum of the salary range. However, salary reductions may be imposed upon demotion and are based on the employee's current pay level and the appropriate pay level in the new salary range.

#### 26.10 Salary for Working Out-Of-Class

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

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

#### 26.11 Multilanguage Stipend Compensation

Employee(s) who are substantially bilingual or multilingual and are requested by

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management to use their skills in a language other than English in addition to the performance of their work duties will be paid a bilingual stipend of \$200 per quarter. Theemployee may request payment from the Vice President of Human Resources or designee. Such an annual pay enhancement of \$800 (prorated based on hire date or move to and AFT Classified represented position and in compliance with the pay enhancement procedure. Eemployee(s) may be required to demonstrate their bilingual ability, but are not required to be certified by the State of Washington as a translator/interpreter.

#### 26.12 Longevity Compensation

Benefits eligible employees who have been a member of AFT RTC Classified for ten (10) years on July 1 will receive an annual pay enhancement of \$500 added to their salary for the following year. If there is a break in service (unless a move is temporary, or project based) the 10-year mark will be adjusted based on time away from the union. If an employee leaves AFT Classified union for another union, the years of service will stop under the original union and start over with the new union. If the employee returns to AFT Classified, the employee will resume seniority.

#### 26.1226.13 Positive Time Reporting

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

#### 26.1326.14 Salary Overpayment Recovery

26.13.126.14.1 When the College has determined that an employee has been overpaid wages, the College will provide written notice, hand delivered or via certified mail, to the employee which will include the following items:

<del>26.13.1.1</del> 26.14.1.1	The amount of the overpa	ayment,
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26.13.1.226.14.1.2 The basis for the claim, and

26.13.1.326.14.1.3 The rights of the employee under the terms of this Agreement.

#### 26.13.226.14.2 Method of Payback:

<u>26.13.2.126.14.2.1</u> The employee must choose one of the following options for paying back the overpayment:

26.13.2.1.1 26.14.2.1.1 Voluntary wage

deduction 26.13.2.1.2	Cash
-----------------------	------

26.13.2.1.3 Check

26.13.326.14.3 The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made, unless a longer period is agreed to by the employee and the agency. The payroll deduction to repay the overpayment shall not exceed five percent (5%) of the employee's disposable earnings in a pay period, unless the College and employee agree to an amount that is more than the five percent (5%).

26.13.426.14.4 If the employee fails to choose one of the three options described above, within the timeframe specified in the agency's written notice of 40

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overpayment, the agency will deduct the overpayment owed from the employee's wages. This overpayment recovery will take place over a period of time equal to the number of pay periods during which the overpayment was made.

<u>26.13.526.14.5</u> Any overpayment amount still outstanding at separation of employment will be deducted from their final pay.

#### 26.13.626.14.6 Appeal Rights:

26.13.6.126.14.6.1 Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in <u>Article 33</u>.

#### 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 1.15, shall be covered by this Agreement upon hire.

#### 29.2 Exclusion from Coverage

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

- 29.2.1 <u>Article 12</u>, Seniority Rights
- 29.2.2 Article 13, Special Provisions for Food Service Workers
- 29.2.3 <u>Article 14</u>, Special Provisions for Maintenance Workers
- 29.2.4 Article 15, Special Provisions for Custodial and Grounds Workers
- 29.2.5 Articles 17, Holidays through Article 22, Personal Convenience Leave
- 29.2.6 <u>Article 31</u>, Reduction in Force/Layoff. The use of temporary employees shall be based on the needs of the College.
- 29.2.7 <u>Article 32</u>, 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 <u>Article 33</u>, 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 1.



It shall be the goal of the College to provide members of this bargaining unit with the opportunity to advance to more responsible positions. Information both general and specific relative to training and skill requirements for college positions will be available in Human Resources for interested employees.

#### 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 improvementprofessional development. The amount budgeted for each year of the contract is \$2<u>10</u>,000.

- A. Up to a maximum of one thousand dollars (\$1000), per person per fiscal year, will be available to bargaining unit members for professional development activities on a first-come, first-served basis until the allocation is exhausted. These activities include continuing education courses and professional memberships, and work-related subscriptions that will enhance employee's skills and/or performance, that enable them to stay updated with practices relevant to the individual employee's specific responsibilities or personal development plan.
- B. If there are funds remaining by June 15, the balance will be allocated to the members who have requested training reimbursement but did not receive full reimbursement. The allocation will be done as follows:

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- 1. The members will receive 100% reimbursement of their training costs if there are enough funds available to provide full reimbursement for all remaining reimbursement requests.
- 2. If there are not enough funds available to reimburse 100% of each members training costs, the amount of funds remaining will be divided by the number of remaining requests to come up with an "equal amount per person." If members are owed less than the amount calculated (equal amount per person), they will only be reimbursed up to the amount submitted.

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

- C. Employees who have separated prior to completion of their class will not receive reimbursement. Employees who separated prior to June 15 will not be eligible for the additional funds. However, employees who have been separated due to a layoff will be eligible for reimbursement and the additional funds during the fiscal year in which they separated.
- D. Employees must provide proof of completion, attendance, or utilization of the professional development activity to receive reimbursement. Utilization may be demonstrated by providing a summary of how a membership or subscription was incorporated into their work or professional development. Professional development activities payment will not be given for duplicate activities or training not relevant to the individual employee's specific responsibilities or personal development plan, unless special circumstances result in College authorization for such repeat training. Professional development activities during regularly scheduled work hours for which the employee is paid are specifically excluded from this article.

#### 30.2 Use of Funds

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

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

#### 30.3 Tuition Waivers

30.3.1 Annual(full-time) and Daily(part-time) employees employed at least halftime (20 hours per week), after completion of their probationary

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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 <u>RCW 28B.15.558</u>. 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 <u>Notification to the Union</u> 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 <u>Positions to be Reduced or Laid Off</u> 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 <u>Layoff List</u> The College will establish a list of employees within each of the work units, by seniority, noted in <u>Article 2.1</u>
- 31.1.4 <u>Layoff Options Employees will be laid off in accordance with seniority,</u> as defined in Article 1.14, Seniority Date. Provided the employee has more seniority, one employee will be allowed to bump another employee with less seniority within their assigned classification and within the work unit.
- 31.1.5 <u>Bumping Rights</u> Employees within each work unit shall be allowed to "bump" the least senior employee in their current classification within the work unit if they have proper qualifications for the work performed. When determining the proper qualifications the College will look at only College employment.

No employee will be able to bump into a different classification. Full-time positions can bump part-time positions within their assigned classification.

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

Employees will be provided up to seven (7) calendar days to accept or decline, in writing, any layoff option(s) provided to them. This time period will run concurrent with the employee notice in Article 31.1.6

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

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

#### 31.2 Reemployment List

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

#### 31.3 Employee's Change of Address

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

#### 31.4 Non-Responsiveness

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

#### 31.5 Rejection of Reemployment Offers

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

#### 31.6 Temporary Layoffs

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

#### ARTICLE 32 DISCIPLINE AND DISMISSAL

#### 32.1 General Principles of Discipline

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

#### 32.2 Cause for Discipline

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

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

#### 32.3 Process for Discipline

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

- 32.3.3 The College shall give an employee a written statement of the reason(s) for any suspension without pay or termination. Before a suspension without pay or termination, the College shall offer the employee a reasonable opportunity to explain and defend their conduct. The College shall notify the Union of any such disciplinary action within five (5) work days of action.
- 32.3.4 The College shall make every reasonable effort to handle discipline of an employee as confidentially and discreetly as the situation warrants and is possible under the circumstances.

#### 32.4 Traffic Safety Violations

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

#### 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 <u>Grievance Defined</u> 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 <u>Resolutions</u> Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.
- 33.1.5 Informal Discussions Both parties encourage the informal resolution of issues before they become grievances, which are semi- legal proceedings which hinge upon facts being developed, with rules of evidence, and strict time lines. The employee's concerns need to be presented by the employee to the appropriate supervisor. Every effort will be made by all concerned to develop an understanding of the facts and issues in order to create a climate which will lead to resolution of the problem. If the employee is not satisfied with the information discussion(s) relative to the matter in question, they may proceed to the formal grievance procedure.
- 33.1.6 <u>Freedom From Reprisal</u> 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 <u>Step One</u> An employee or the Union shall commence the grievance by filing a written grievance with their immediate supervisor. A written grievance must be submitted within fifteen (15) work days of the date that the employee or the Union first had actual knowledge of the grievable act, and must contain, at a minimum, the following
  - 33.2.1.1 The nature of the grievance, including the specific date, time, and location that the alleged grievance occurred or did not occur; a description of the events, actions or inactions which led to the grievance (this description is intended to summarize the events and is not intended to argue the merits of the grievance); and the names of all witnesses, if known;
  - 33.2.1.2 The sections of this Agreement or College rule/policy allegedly violated;
  - 33.2.1.3 The specific remedy sought.
  - 33.2.1.4 Grievances must be signed and dated by the grievant. Within fifteen (15) workday's receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.
- 33.2.2 Step Two If the grievance is not resolved, to the employee's satisfaction at Step One, the grievant may, within fifteen (15) work days after the last day the immediate supervisor has to respond in Step One, submit their grievance to the President or their designee. Within fifteen (15) work days receipt of the written grievance, the President or their designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the President may extend the timelines at this level up to fifteen (15) work days. The investigative hearing cannot be extended beyond thirty (30) work days unless mutually agreed to by both parties. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) work days after the hearing, the President or their designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.
- 33.2.3 <u>Step Three A</u> If the grievant is not satisfied with the resolution at Step Two, the Union may, within fifteen (15) work days after receipt of the written response from Step Two, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:
  - 33.2.3.1 The arbitrator shall limit their decision strictly to disputes involving the application, interpretation or alleged violation of specific articles and/or sections of this Agreement.
  - 33.2.3.2 There shall be no appeal from the Arbitrator's decision if within the scope of their authority. It shall be final and binding on the Union, the employee(s) involved, and the College.

33.2.3.3	The necessary fees and expenses of the Arbitrator shall be
	borne by the losing party. All other expenses shall be borne by
	the party incurring them, and neither party shall be responsible
	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 <u>Step Three B</u> If the grievant is not satisfied with the resolution at S t e p Two, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of specific written College policy, rule or regulation, they may, within fifteen (15) calendar days receipt of the written response from Step Two, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:
  - 33.2.4.1 The Board may employ a Hearing Officer to hear the case in its stead.
  - 33.2.4.2 The Board may hear the case itself.
  - 33.2.4.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.
  - 33.2.4.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.
  - 33.2.4.5 The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the Union.

#### 33.3 Time for Hearings

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

#### 33.4 Timelines

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

#### ARTICLE 34 NO WORK STOPAGE

#### 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.

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#### ARTICLE 35 SALARY AUTHORIZATION & OTHER OPENERS

#### 35.1 All Provisions Applicable

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

#### 35.2 Mutual Agreement to Open

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

#### 35.3 Opening of Salary Schedules

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

#### 35.4 Legislative Action

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

#### ARTICLE 36 SAVINGS CLAUSE

#### 36.1 Savings

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

#### 36.2 Bargaining of Replacement Language

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

#### ARTICLE 37 SCOPE OF AGREEMENT

#### 37.1 Scope

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

#### 37.2 Separate Agreements

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

#### ARTICLE 38 ENTIRE AGREEMENT

#### 38.1 Entire Agreement

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

#### Article 39 UNION MANAGEMENT COMMUNICATION COMMITTEE

- 39.1 The College and AFT support the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Union Management Communication Committee will be established. The purpose of the committee(s) is to provide communication between the parties, to share information, to address concerns and to promote constructive union-management relations. Agenda items may include, but are not limited to: administration of the Agreement, changes to applicable law, legislative updates, resolving workplace problems and/or organizational change. The committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.
- **39.2** Employees attending pre-meetings during their work time will have no loss in pay for up to sixty (60) minutes per committee meeting. Attendance at pre-meetings during the employee's non-work time will not be compensated for nor be considered as time worked.
- **39.3** Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for nor be considered as time worked.
- **39.4** All committee meetings will be regularly scheduled on mutually acceptable dates and times. The meetings will be held quarterly unless mutually agreed to. Agenda items will be exchanged five (5) work days prior to the meeting date. Summary minutes will be taken of the meeting and consist of the topics discussed and disposition of each. Copies of the minutes shall be exchanged electronically and corrections made within seven (7) working days after the meeting. If the topics discussed require follow-up by either party, it will be documented and communication will be provided by the responsible party.
- **39.5** Committee meetings will be used for communications between the parties, to share information and to address concerns. The committee will have no authority to conduct any negotiations or modify any provision of this Agreement. If any matter remains unresolved at the AFT-Management Communications Committee, the parties may agree to submit the dispute to an Alternative Dispute Resolution (ADR) process. If the parties do not mutually agree to ADR, or if the matter is not resolved through the ADR process, the issue may be pursued as a grievance in accordance to Article 33.

#### ARTICLE 40 TERM OF AGREEMENT

#### 40.1 Term

The term of this Agreement shall be July 1, 2022-2025 to June 30, 20252028.

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

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

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

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Note: Food Service workers who demonstrate will receive an additional \$1.00 perhour for demonstration hours. One year of service equals a mimimum of 135 days worked in a contract year.

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

NOTE: The Washington State Legislature has appropriated funds for a 5% King-County Premium Pay (KCPP) general wage increase on base salaries. Because the KCPP is separate funding contingent on appropriations from the Legislature and not part of the general wage increase, it will not be used in the calculation of future wage increases. Furthermore, if future allocations from the state does not fund the KCPP, the college will reduce the salary table accordingly and with appropriate notice to the union.

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## SCHEDULE A AFT Renton Technical College Classified Salary Schedule July 1, 2025 - June 30, 2026

Work Unit Custodial		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Substitute Custodian	Hourly	\$20.90							
Custodian I	Annual Rate	\$45,133	\$46,724	\$48,357	\$50,012	\$51,771	\$55,138	\$58,722	\$62,540
	Monthly	\$3,761	\$3,894	\$4,030	\$4,168	\$4,314	\$4,595	\$4,893	\$5,212
	Hourly	\$21.70	\$22.46	\$23.25	\$24.04	\$24.89	\$26.51	\$28.23	\$30.07
Custodian II	Annual Rate	\$46,301	\$47,315	\$49,629	\$51,348	\$53,130	\$56,514	\$60,187	\$64,099
(with Boiler Operator License)	Monthly	\$3,858	\$3,943	\$4,136	\$4,279	\$4,428	\$4,709	\$5,016	\$5,342
	Hourly	\$22.26	\$22.75	\$23.86	\$24.69	\$25.54	\$27.17	\$28.94	\$30.82
Custodian III	Annual Rate	\$49,120	\$50,796	\$52,556	\$54,380	\$56,268	\$59,805	\$63,692	\$67,832
	Monthly	\$4,093	\$4,233	\$4,380	\$4,532	\$4,689	\$4,984	\$5,308	\$5,653
	Hourly	\$23.62	\$24.42	\$25.27	\$26.14	\$27.05	\$28.75	\$30.62	\$32.61
Custodian V Lead	Annual Rate	\$54,656	\$56,522	\$58,496	\$60,511	\$62,589	\$66,586	\$70,914	\$75,248
	Monthly	\$4,555	\$4,710	\$4,875	\$5,043	\$5,216	\$5,549	\$5,910	\$6,271
	Hourly	\$26.28	\$27.17	\$28.12	\$29.09	\$30.09	\$32.01	\$34.09	\$36.18
Custodian Supervisor	Annual Rate	\$56,135	\$58,002	\$59,975	\$61,990	\$64,068	\$68,065	\$72,486	\$77,003
	Monthly	\$4,678	\$4,833	\$4,998	\$5,166	\$5,339	\$5,672	\$6,041	\$6,417
	Hourly	\$26.99	\$27.89	\$28.83	\$29.80	\$30.80	\$32.72	\$34.85	\$37.02

Work Unit Grounds		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	
Seasonal Grounds Worker	Hourly	\$20.90								
Grounds Worker	Annual Rate	\$51,238	\$53,036	\$54,917	\$56,827	\$58,798	\$62,604	\$66,673	\$71,007	
	Monthly	\$4,270	\$4,420	\$4,576	\$4,736	\$4,900	\$5,217	\$5,556	\$5,917	
	Hourly	\$24.63	\$25.50	\$26.40	\$27.32	\$28.27	\$30.10	\$32.05	\$34.14	
Grounds Worker	Annual Rate	\$61,073	\$63,262	\$65,472	\$67,768	\$70,173	\$74,629	\$79,480	\$84,646	
Lead	Monthly	\$5,089	\$5,272	\$5,456	\$5,647	\$5,848	\$6,219	\$6,623	\$7,054	
	Hourly	\$29.36	\$30.41	\$31.48	\$32.58	\$33.74	\$35.88	\$38.21	\$40.70	

NOTE: The Washington State Legislature has appropriated funds for a 5% King County Premium Pay (KCPP) general wage increase on base salaries. Because the KCPP is separate funding contingent on appropriations from the Legislature and not part of the general wage increase, it will not be used in the calculation of future wage increases. Furthermore, if future allocations from the state does not fund the KCPP, the college will reduce the salary table accordingly and with appropriate notice to the union.

### SCHEDULE B AFT Renton Technical College Classified Salary Schedule July 1, 2025 - June 30, 2026

Work Unit Maintenance		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Maintenance Specialist I/II	Annual Rate	\$69,333	\$71,760	\$74,297	\$79,059	\$81,827	\$84,690	\$90,269	\$98,267
	Monthly	\$5,778	\$5,980	\$6,191	\$6,588	\$6,819	\$7,058	\$7,522	\$8,189
	Hourly	\$33.33	\$34.50	\$35.72	\$38.01	\$39.34	\$40.72	\$43.40	\$47.24
Instructional Maintenance Specialist	Annual Rate	\$69,333	\$71,760	\$74,297	\$79,059	\$81,827	\$84,690	\$90,269	\$98,267
•	Monthly	\$5,778	\$5,980	\$6,191	\$6,588	\$6,819	\$7,058	\$7,522	\$8,189
	Hourly	\$33.33	\$34.50	\$35.72	\$38.01	\$39.34	\$40.72	\$43.40	\$47.24
Maintenance Specialist III	Annual Rate	\$74,015	\$76,605	\$79,314	\$82,100	\$84,974	\$87,948	\$93,742	\$102,048
-	Monthly	\$6,168	\$6,384	\$6,609	\$6,842	\$7,081	\$7,329	\$7,812	\$8,504
	Hourly	\$35.58	\$36.83	\$38.13	\$39.47	\$40.85	\$42.28	\$45.07	\$49.06
Maitenance Specialist IV	Annual Rate	\$76,606	\$79,287	\$82,090	\$84,974	\$87,948	\$91,026	\$97,023	\$105,620
Lead/Journey	Monthly	\$6,384	\$6,607	\$6,841	\$7,081	\$7,329	\$7,586	\$8,085	\$8,802
	Hourly	\$36.83	\$38.12	\$39.47	\$40.85	\$42.28	\$43.76	\$46.65	\$50.78

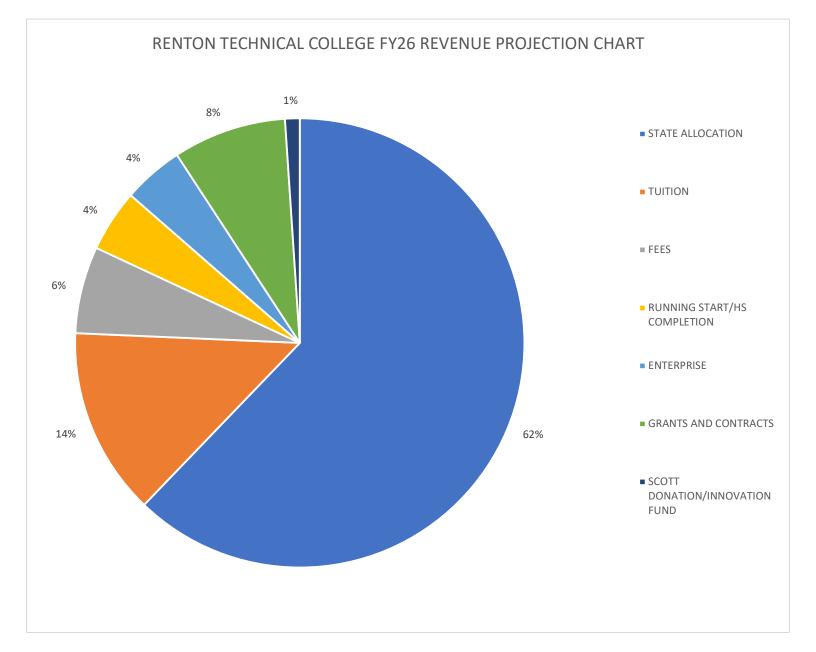
Work Unit Foods		Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Cashier/Greeter	Hourly	\$21.43	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26
Dining Room/Cashier Supv	Hourly	\$29.20	\$30.22	\$31.28	\$32.38	\$33.51	\$34.68	\$35.90	\$37.15
Dishwasher	Hourly	\$21.43	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26
Food Server	Hourly	\$21.43	\$22.18	\$22.96	\$23.76	\$24.59	\$25.45	\$26.34	\$27.26
Baker Helper	Hourly	\$22.38	\$23.17	\$23.98	\$24.82	\$25.69	\$26.59	\$27.52	\$28.48
Catering Helper	Hourly	\$22.38	\$23.17	\$23.98	\$24.82	\$25.69	\$26.59	\$27.52	\$28.48
Cook Helper	Hourly	\$22.38	\$23.17	\$23.98	\$24.82	\$25.69	\$26.59	\$27.52	\$28.48
Storeroom Clerk	Hourly	\$24.51	\$25.37	\$26.25	\$27.17	\$28.12	\$29.11	\$30.13	\$31.18
Cook	Hourly	\$25.64	\$26.53	\$27.46	\$28.42	\$29.42	\$30.45	\$31.51	\$32.62
Lead Cook, Catering	Hourly	\$26.75	\$27.69	\$28.65	\$29.66	\$30.70	\$31.77	\$32.88	\$34.03

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

NOTE: The Washington State Legislature has appropriated funds for a 5% King County Premium Pay (KCPP) general wage increase on base salaries. Because the KCPP is separate funding contingent on appropriations from the Legislature and not part of the general wage increase, it will not be used in the calculation of future wage increases. Furthermore, if future allocations from the state does not fund the KCPP, the college will reduce the salary table accordingly and

# **RENTON TECHNICAL COLLEGE FY26 REVENUE PROJECTION**

FY26 FUND SOURCES	AMOUI	Т	PERCENT OF TOTAL	FY25 BUDGET TOTAL	SURPLUS/(DEFICIT)
STATE ALLOCATION					
BASE ALLOCATION	\$ 22	2,811,040	44%		
EARMARKS & PROVISOS	\$ 9	,459,908	18%		
CAPITAL ALLOC FOR OPS	\$	323,900	1%		
TUITION	\$ 7	,080,796	14%		
FEES	\$ 3	8,277,559	6%		
RUNNING START/HS COMPLETION	\$ 2	2,346,000	4%		
ENTERPRISE	\$ 2	2,285,008	4%		
GRANTS AND CONTRACTS	\$ 4	<b>,273,80</b> 4	8%		
SCOTT DONATION/INNOVATION FUND	\$	553,820	1%		
VARIANCE	\$	-	0%		
	\$ 52	2,411,835	100%	\$ 52,410,392	\$ 1,443

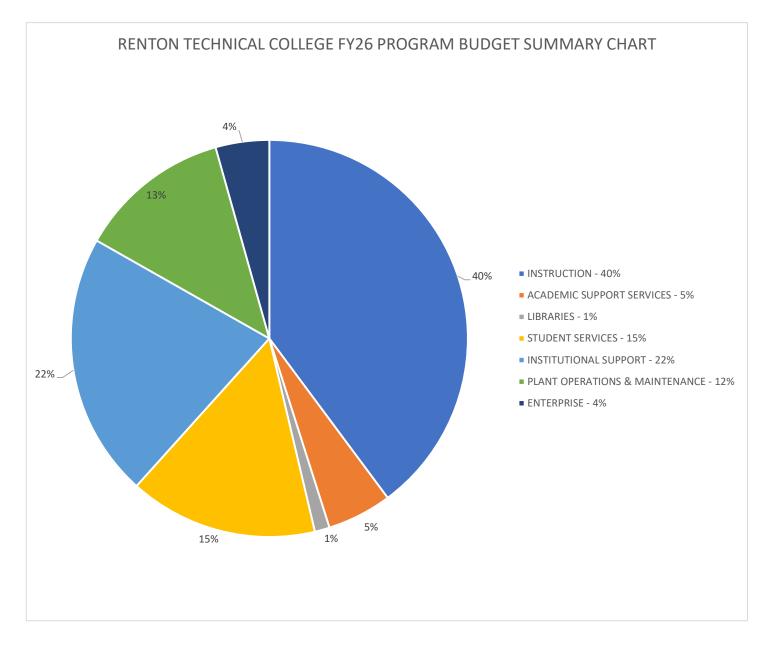


# **RENTON TECHNICAL COLLEGE FY26 REVENUE PROJECTION CHART**

# RENTON TECHNICAL COLLEGE FY26 PROGRAM BUDGET SUMMARY

PRG CODE	PROGRAM GROUP	ADOF	PTED	ADOP	TED	PROPOSED		
		2023-2024	PERCENT	2024-2025	PERCENT		2025-2026	PERCENT
01X	INSTRUCTION	\$ 19,274,389	43%	\$ 23,065,900	43%	\$	20,875,624	40%
04X	ACADEMIC SUPPORT SERVICES	\$ 2,942,659	7%	\$ 3,123,576	7%	\$	2,762,339	5%
05X	LIBRARIES	\$ 813,527	2%	\$ 770,508	2%	\$	636,623	1%
06X	STUDENT SERVICES	\$ 6,678,760	15%	\$ 8,403,203	15%	\$	8,045,589	15%
08X	INSTITUTIONAL SUPPORT	\$ 9,501,656	21%	\$ 10,066,047	21%	\$	11,290,593	22%
09X	PLANT OPERATIONS & MAINTENANCE	\$ 3,856,821	9%	\$ 5,118,603	9%	\$	6,514,616	12%
2XX	ENTERPRISE	\$ 1,930,965	4%	\$ 1,908,397	4%	\$	2,285,008	4%
		\$ 44,998,777		\$ 52,456,234		\$	52,410,392	

# **RENTON TECHNICAL COLLEGE FY26 PROGRAM BUDGET SUMMARY CHART**



#### RENTON TECHNICAL COLLEGE FY26 PROGRAM BUDGET

	PROGRAM TITLE	SAL FAC	ARY ULTY	SALARY EXEMPT		SALARY CLASS	SALARY OTHER	EMPLOY BEN	GOO SER\	D & /ICES	COST OF GOODS	ті	RAVEL	EQUIP		CLIENT SVCS	DEBT SVC	FND	TRANS
GENER	RAL OPERATING																		
011	INSTRUCTION/GEN ED	\$	4,289,509	\$	-	\$ 104,549	\$	\$ 1,537,9	20 \$	314,371	\$	- \$	1,500	\$	- 3	\$-	\$	- \$	-
012	VOC/TECH INSTRUCTION	\$	2,944,377	\$ 193	3,968	\$ 174,828	\$ 24,453	\$ 1,168,1	69 \$	1,668,580	\$	- \$	46,983	\$	70,000	\$-	\$	- \$	-
014	COMMUNITY ED	\$	67,507	\$	-	\$ 234,186	\$.	\$ 105,5	92 \$	91,500	\$	- \$	10,050	\$	- 3	\$-	\$	- \$	-
016	PREPARATORY INSTR	\$	-	\$	-	\$-	\$ ·	- \$	- \$	-	\$	- \$	-	\$	- 3	\$-	\$	- \$	-
018	ADULT BASIC ED/EL CIV	\$	2,212,671	\$ 240	),545	\$ 168,065	\$.	\$ 917,4	48 \$	10,250	\$	- \$	4,800	\$	- 3	\$-	\$	- \$	-
041	ACADEMIC SUPPORT IT	\$	-	\$	-	\$ 78,412	\$	\$ 27,4	44 \$	167,850	\$	- \$	-	\$	- 3	\$-	\$ 35,00	0\$	-
042	ANCILLIARY SUPPRT SVCS	\$	-	\$	-	\$-	\$ 48,405	\$ 16,9	42 \$	45,950	\$	- \$	-	\$	- 3	\$-	\$	- \$	-
043	ACADEMIC ADMIN	\$	-	\$ 1,241	1,869	\$ 450,047	\$ ·	• \$ 592, <sup>2</sup>	71 \$	40,700	\$	- \$	17,550	\$	- :	\$-	\$	- \$	-
045	COURSE/CURR DEV	\$	-	\$	-	\$-	\$.	\$	- \$	-	\$	- \$	-	\$	- :	\$-	\$	- \$	-
051	LIBRARY SERVICES	\$	292,674	\$	-	\$ 114,194	\$.	\$ 142,4	04 \$	77,050	\$	- \$	300	\$	10,000	\$-	\$	- \$	-
052	ART PRESERVATION	\$	-	\$	-	\$-	\$.	\$	- \$	-	\$	- \$	-	\$	- 3	\$-	\$	- \$	-
061	STUDENT SVCS	\$	343,715	\$ 220	0,356	\$ 489,702	\$ 16,668	\$ 374,6	55 \$	379,205	\$	- \$	2,500	\$	- :	\$ 67,679	\$	- \$	-
062	SOCIAL & CULTURAL DEV	\$	-	\$ 92	2,064	\$ -	\$	\$ 32,2	22 \$	21,235	\$	- \$	1,024	\$	- :	\$ 531,768	\$	- \$	-
063	COUNSELING & CAREER	\$	334,678	\$ 232	2,800	\$ 199,295	\$	\$ 268,3	70 \$	17,148	\$	- \$	1,624	\$	- :	\$ -	\$	- \$	-
064	FINANCIAL AID ADMIN	\$	-		1,373					122,591	\$	- \$		\$				- \$	-
065	STUDENT ADMISSIONS	\$	-			\$ 1,530,910		\$ 646,			\$	- \$	- /	\$			\$	- \$	-
081	INSTITUTIONAL MGMT	\$	-				\$ 31,111		02 \$		\$	- \$		\$			\$	- \$	-
082	FISCAL OPERATIONS	\$				\$ 685,516		· \$ 357,6		184,250	\$	- \$		\$		*	1	- \$	-
083	HR & GEN SUPPRT SVCS	ŝ				\$ 456,745				394,400	\$	- \$		\$			\$	- \$	-
085	MARKETING & FOUNDTN	ŝ				\$ 242,194			77 \$	178.000	\$	- \$	- /				\$	- \$	-
086	ADMINISTRATIVE IT	\$	-		),417	, , ,		• \$ 455,3		- 1	\$	- \$		\$	55.000	*	\$	- \$	-
091	UTILITIES/FIXED COSTS	\$	-	\$	-			· \$	- \$	1,250,000	\$	- \$	.,	\$	- 1	*	\$	- \$	_
092	BLDG/EQUIP MAINT	¢ \$	-			\$ 856,639		+	75 \$	258,000	\$	- \$		\$	30.000	*		-	_
093	CUSTODIAL SVCS	¢ ¢		\$		\$ 907.265		· \$ 317,5		118.000	φ \$	- \$ - \$		φ \$	15,000	*			
094	PHYS PLANT ADMIN	¢		\$		\$ 307,203		· \$ 517,	- \$	80,000	\$	- \$		\$		*	\$ 4,00	- \$	
095	LNDSCP & GRNDS MAINT	¢	-	\$	-				- \$ 11 \$	32.000	φ \$	- \$ - \$			10,000	Ŷ		-	-
095	MAJOR REPAIRS & RENOV	φ ¢	-	ş S				· \$ 00,0	- \$	500.000	\$ \$	- \$		\$ \$					-
090	SECURITY & SAFETY	φ ¢	-	+		\$ 156,989			- \$ 79 \$	,	\$ \$	- \$							-
	LOGISTICAL SVCS	ф ¢	-	\$ 100		\$ 150,969	\$ \$	· \$ 92,. · \$	- \$	78,004	ə Տ	- ə - \$		э \$			\$ 9,00 \$	- \$	-
000	LUGISTICAL SVCS		-	7		Ŧ	Ŷ				Ŧ			φ		J -			-
098		\$	10.485.131	\$ 7.460	).218	\$ 7.892.241	\$ 701.215	\$ 9.288.	82 \$	7.788.913	2	- \$	176.434	\$ 1	90.000	\$ 874.447			-
098		\$	10,485,131	\$ 7,460	0,218	\$ 7,892,241	\$ 701,215	\$ 9,288,	82 \$	7,788,913	\$	- \$	176,434	<b>\$</b> 1	190,000	\$ 874,447 SUB TOTAL:	\$ 994,40		- 45,851,580
	PRISE SERVICES			· · ·		<u> </u>	· ·				·				_	SUB TOTAL:	\$ 994,40 \$	0\$	
ENTER 252	SECURITY	\$		\$	-	\$ 90,523	\$	- \$ 31,6	83 \$	62,950	\$	- \$		\$		SUB TOTAL:	\$ 994,40 \$ \$	0 \$ - \$	
ENTER 252 261	SECURITY BOOKSTORE		-	\$	-	\$ 90,523 \$ -	\$	- \$ 31,6 - \$	83 \$ - \$	62,950	\$	- \$		\$ \$		SUB TOTAL: \$ - \$ -	\$ 994,40 \$ \$ \$ \$	0 \$ - \$ - \$	
ENTER 252 261 262	SECURITY BOOKSTORE CULINARY ARTS	\$	-	\$ \$ \$ 237	- - 7,470	\$ 90,523 \$ - \$ 313,161	\$ \$ \$ 319,726	- \$ 31,6 - \$ 5 \$ 304,6	83 \$ - \$ 25 \$	62,950 - 70,000	\$ \$ \$ 310	- \$ - \$ 0,000 \$	-	\$ \$ \$	- : - : - :	SUB TOTAL:           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ \$ \$ \$	0 \$ - \$ - \$ 0 \$	
ENTER 252 261 262	SECURITY BOOKSTORE	\$	-	\$ \$ \$ 237	-	\$ 90,523 \$ - \$ 313,161	\$ \$ \$ 319,726 \$	- \$ 31,6 - \$ 5 \$ 304,6 - \$ 90,5	83 \$ - \$	62,950 - 70,000 153,250	\$ \$ \$ 310 \$	- \$	- - - 33,000	\$ \$ \$ \$		SUB TOTAL:           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ \$ \$ \$ \$ \$ \$	0 \$ - \$ - \$	
ENTER 252 261 262	SECURITY BOOKSTORE CULINARY ARTS	\$ \$		\$ \$ \$ 237 \$ 192	- - 7,470	\$ 90,523 \$ - \$ 313,161 \$ 65,907	\$ \$ \$ 319,726 \$	- \$ 31,6 - \$ 5 \$ 304,6 - \$ 90,5	83 \$ - \$ 25 \$	62,950 - 70,000	\$ \$ \$ 310 \$	- \$ - \$ 0,000 \$	- - - 33,000	\$ \$ \$ \$	- : - : - :	SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ \$ 10,00 \$ \$ 10,00	0 \$ - \$ - \$ 0 \$ - \$	45,851,580 - - - - - -
ENTER 252 261 262 264	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT	\$ \$ \$		\$ \$ \$ 237 \$ 192	- - 7,470 2,329	\$ 90,523 \$ - \$ 313,161 \$ 65,907	\$ \$ \$ 319,726 \$	- \$ 31,6 - \$ 5 \$ 304,6 - \$ 90,5	83 \$ - \$ 25 \$ 83 \$	62,950 - 70,000 153,250	\$ \$ \$ 310 \$	- \$ - \$ 0,000 \$ - \$	- - - 33,000	\$ \$ \$ \$	- :	SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ \$ 10,00 \$ \$ 10,00	0 \$ - \$ - \$ 0 \$ - \$	
ENTER 252 261 262 264 GRANT	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT	\$ \$ \$ <b>\$</b>		\$ \$ 237 \$ 192 \$ 425	7,470 2,329 <b>3,799</b>	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b>	\$ \$ 319,726 \$ \$ 319,726	- \$ 31,6 - \$ 5 \$ 304,6 - \$ 90,7 5 <b>\$ 426,6</b>	83 \$ - \$ 25 \$ 83 \$ <b>91 \$</b>	62,950 - 70,000 153,250 <b>286,200</b>	\$ \$ 310 \$ <b>310</b>	- \$ - \$ 0,000 \$ <u>- \$</u> 0,000 \$	- - - - - - - - - - - - - - - - - - -	\$ \$ \$ \$ <b>\$</b>	- !	SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$UB TOTAL:         -	\$ 994,44 \$ \$ \$ \$ \$ 10,00 \$ \$ 10,00 \$	0 \$ - \$ - \$ 0 \$ - \$ 0 \$	45,851,580 - - - - - -
ENTER 252 261 262 264 GRANT 018	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT TS AND CONTRACTS ABE BASIC STUDIES/IEL CIVICS	\$ \$ \$ \$ \$		\$ \$ 233 \$ 192 \$ 429 \$	- 7,470 2,329 9,799	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b> \$ -	\$ 319,726 \$ 319,726 \$ 319,726	<ul> <li>\$ 31,</li> <li>\$ 304,</li> <li>\$ 90,</li> <li>\$ 426,0</li> </ul>	83 \$ - \$ 25 \$ 83 \$ <b>91 \$</b>	62,950 - 70,000 153,250 <b>286,200</b>	\$ \$ \$ \$ <b>3</b> 10 \$ <b>3</b> 10	- \$ - \$ 0,000 \$ - \$ 0,000 \$	33,000 33,000	\$ \$ \$ \$ \$ \$ \$		SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ 10,00 \$ \$ \$	0 \$ - \$ - \$ 0 \$ - \$ 0 \$ - \$ 0 \$ - \$	45,851,580 - - - - - -
ENTER 252 261 262 264 GRANT 018 163	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT TS AND CONTRACTS ABE BASIC STUDIES/IEL CIVICS COUNSELING & CAREER	\$ \$ \$ <b>\$</b>		\$ \$ 237 \$ 192 <b>\$ 425</b> \$ \$	- - - 2,329 2,329 3,799 - -	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b> \$ - \$ -	\$ 319,726 \$ 319,726 \$ 319,726	- \$ 31,6 \$ 5 \$ 304,6 5 90,7 5 <b>\$ 426,6</b>	83 \$ - \$ 25 \$ 83 \$ <b>91 \$</b> - \$ - \$	62,950 - 70,000 153,250 <b>286,200</b>	\$ \$ \$ 310 \$ <b>\$</b> 310 \$ \$ \$ \$	- \$ - \$ 0,000 \$ <u>- \$</u> 0,000 \$ - \$ - \$	- 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- : - : - : - : - : - : - :	SUB TOTAL:           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -           \$           -	\$ 994,40 \$ \$ \$ 10,00 \$ 10,00 \$ \$ \$ \$	0 \$ - \$ - \$ 0 \$ 0 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	45,851,580 - - - - - -
ENTER 252 261 262 264 GRANT 018 163 111	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT TS AND CONTRACTS ABE BASIC STUDIES/IEL CIVICS COUNSELING & CAREER INSTRUCTION	\$ \$ \$ \$ <b>\$</b>	- - - - - - - - - - - - - - - - - - -	\$ \$ 233 \$ 192 <b>\$ 425</b> \$ \$ \$ \$ \$	- - 7,470 2,329 <b>9,799</b> - - - - 5,598	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b> \$ - \$ - \$ - \$ 124,033	\$ \$ 319,726 \$ \$ 319,726 \$	- \$ 31,6 - \$ 304,6 - \$ 90,7 - \$ 426,6 - \$ - \$ - \$ - \$	83 \$ - \$ 25 \$ 83 \$ <b>91 \$</b> - \$ - \$ 21 \$	62,950 - 70,000 153,250 <b>286,200</b> -	\$ \$ \$ 310 \$ <b>310</b> \$ \$ \$ \$ \$ \$	- \$ - \$ 0,000 \$ <u>- \$</u> 0,000 \$ - \$ - \$ - \$	- - - - - - - - - - - - - - - - - - -	\$\$ \$\$ \$\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ \$ 10,00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 \$ - \$ - \$ 0 \$ 0 \$ - \$ 0 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	45,851,580 - - - - - -
ENTER 252 261 262 264 GRANT 018 163 111 112	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT TS AND CONTRACTS ABE BASIC STUDIES/IEL CIVICS COUNSELING & CAREER INSTRUCTION VOC/TECH INSTRUCTION	\$ \$ \$ \$ <b>\$</b>	- - - - - - - - - - - - - - - - - - -	\$ \$ \$ 237 \$ 192 \$ 425 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 7,470 2,329 <b>9,799</b> - - - - - - - - - - - - - - - - - -	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b> \$ - \$ - \$ - \$ 124,033 \$ -	\$ 319,726 \$ 319,726 \$ 319,726 \$ 319,726 \$ \$	- \$ 31,6 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	83 \$ - \$ 25 \$ 83 \$ <b>91 \$</b> - \$ - \$ 21 \$ 46 \$	62,950 - 70,000 153,250 <b>286,200</b> - 1,174,500	\$ \$ \$ \$ 310 \$ <b>310</b> \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- \$ - \$ 0,000 \$ <u>- \$</u> 0,000 \$ - \$ - \$ - \$ - \$	33,000 33,000 2,250	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           SUB TOTAL:         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,44 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 \$ - \$ - \$ 0 \$ 0 \$ - \$ 0 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	45,851,580 - - - - - -
ENTER 252 261 262 264 GRANT 018 163 111 112 118	SECURITY BOOKSTORE CULINARY ARTS STUDENT GOVERNMENT TS AND CONTRACTS ABE BASIC STUDIES/IEL CIVICS COUNSELING & CAREER INSTRUCTION VOC/TECH INSTRUCTION ADULT BASIC ED	\$\$\$\$\$\$	- - - - - - - - - - - - - - - - - - -	\$ \$237 \$192 \$425 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	7,470 2,329 <b>9,799</b> - - - - - - - - - - - - - - - - - -	\$ 90,523 \$ - \$ 313,161 \$ 65,907 <b>\$ 469,591</b> \$ - \$ - \$ 124,033 \$ - \$ - \$ 124,033	\$ 319,726 \$ 319,726 \$ 319,726 \$ 319,726 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5	- \$ 31,6 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	83 \$ - \$ 25 \$ 83 \$ 91 \$ - \$ 21 \$ 46 \$ 20 \$	62,950 - 70,000 153,250 <b>286,200</b> - 1,174,500 -	\$ \$ 310 \$ <b>\$</b> 310 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- \$ - \$ 0,000 \$ - \$ 0,000 \$ - \$ - \$ - \$ - \$ - \$ - \$	33,000 33,000 2,250	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		SUB TOTAL:           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -           \$         -	\$ 994,40 \$ \$ \$ 10,00 \$ 10,00 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	0 \$ - \$ - \$ 0 \$ 0 \$ - \$ 0 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	45,851,580 - - - - - -
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GRAND TOTAL: \$ 52,410,392

AGENDA ITEM: 5. DISCUSSION/REPORTS

SUBJECT:

BOARD CONSIDERATION

**X** Information

Action

### **BACKGROUND:**

- A. President's Report
   Dr. Harden will provide a report subsequent to the May 21, 2025 Board meeting.
- B. Financial/Budget StatusVice President Jackson will provide a report of the budget.

### **RECOMMENDATION:**

None.

#### RENTON TECHNICAL COLLEGE MONTHLY OPERATIONS REPORT FISCAL YEAR 2024-25 For the Month of May 2025

	Mary 2025 Astrophysic	,	Prior Year to Date -	Variance - Increase
Beginning Cash Balance	May 2025 - Actual 7,410,514	2025 - Actual 9,427,232	May 2024 - Actual 7,891,334	(Decrease) 1,535,899
Add - Revenues:	7,410,514	5,427,232	7,891,554	1,555,655
Tuition & Fees - Funds 060 148 149 561	3,004,601	13,739,298	11,161,533	2,577,764
Grants and Contracts	642,035	6,469,627	4,735,238	1,734,389
Donation Received	-	-	-	-
Student Government	241,873	1,119,947	833,604	286,343
Bookstore	26,326	146,353	233,738	(87,385)
Security/Parking	86,105	324,835	236,559	88,277
Culinary Arts - Food Services	89,514	820,537	768,799	51,738
Housing	-	-	-	-
Interest Income	59,275	592,983	503,659	89,324
Rental Income - Excluding 569	34,323	254,480	296,155	(41,676)
Scholarship and Student Loan Funds Received	522,548	12,148,322	8,963,604	3,184,718
CRRSA	-	-	-	-
CARES Deferred FY20	-	-	-	-
Net Operating Revenues	4,706,601	35,616,381	27,732,888	7,883,492
Add - State Allocation				
State Allocation - VPA Expenses	3,533,757	33,997,905	30,796,459	3,201,446
Capital Allocation Fund 057	(6,660)	1,109,302	925,559	183,742
Capital Allocation Fund 060	-	344,236	11,664	332,572
Capital Allocation Fund 26C	-	37,528	-	37,528
Total State Funding	3,527,097	35,488,971	31,733,682	3,755,288
Total Revenues	8,233,697	71,105,351	59,466,570	11,638,781
Less - Expenses:				
Salaries	2,779,459	29,073,179	25,882,550	3,190,629
Benefits	857,131	9,029,848	8,269,753	760,094
Contracts	-	-	-	-
Goods and Other Services	1,636,804	11,607,695	8,828,083	2,779,611
Cost of Goods Sold	20,758	266,069	287,924	(21,855)
Travel	41,517	174,043	138,455	35,588
Equipment	43,641	138,255	549,958	(411,703)
Computer Equipment	-	-	-	-
Financial Aid	274,750	14,166,184	10,551,467	3,614,717
Debt Service	-	129,806	178,467	(48,660)
Bad Debt	-	-	-	-
Total Expenses	5,654,060	64,585,079	54,686,658	9,898,421
Net Operating Surplus (Deficit)	2,579,637	6,520,273	4,779,913	1,740,360
Other Sources (Applications) of Cash:				
Changes in Petty Cash; Accts. Receivable & Accts. Payable; Inventory	(3,137,606.77)	(5,831,148)	(2,076,031)	(3,755,117)
Decrease/ (Increase) in Investments & Bond Amortization	(46,078)		(1,028,509)	
Payment of Bldg, Innovation Fee, and VPA Advance to State	(220,374)		(893,537)	
Land Purchase	-	-	-	-
Total Other Sources (Applications) of Cash	(3,404,059)	(9,361,412)	(3,998,078)	(5,363,335)
Adjustments to Cash - Posting Errors	-	-	-	
Ending Cash Balance	6,586,093	6,586,093	8,673,169	(2,087,076)
Add Callage Decension				
Add College Reserves:	12 451 100	12 451 100	0.041.017	2 500 202
Local Government Investment Pool (LGIP)	12,451,100	12,451,100	9,941,817	2,509,283
Investment Bonds held in trust by US Bank	2,703,123	2,703,123	2,670,259	32,864
Total Reserves	15,154,223	15,154,223	12,612,077	2,542,146
Total Cash and College Reserves	21,740,316	21,740,316	21,285,246	455,070
	Actual %	Year to Date	Prior Year to Date	Variance
Total Current State Allocation	100%		32,450,203	1,967,855
Allocation Used - Year to Date	99%		30,796,459	3,201,446
Remaining State Allocation	1%	420,153	1,653,744	(1,233,591)

AGENDA ITEM: 6. BOARD OF TRUSTEES

### SUBJECT: TRUSTEE REPORTS

BOARD CONSIDERATION

X Information

Action

### **BACKGROUND:**

- A. Foundation Liaison Report
   Foundation Liaison, Trustee Takamura, will provide an update from the Foundation Board.
- B. Legislative Action Liaison Report Legislative Action Liaisons, Trustees Entenman and Zappone, will provide an update on legislative action meetings and activity.
- C. Community Advisory Committee Community Advisory Committee Liaison, Chair Norouzi, will provide an update from the Community and Partnerships Council.
- D. FY25 Election of Board Officers
   Board Chair currently Trustee Jessica Norouzi
   Board Vice Chair currently Trustee Tim Cooper
- E. FY25 Appointment of RTC Board Liaisons

RTC Foundation Board – currently Trustee Frieda Takamura Legislative Action Committee – currently Trustee Debra Entenman, primary Legislative Action Committee – currently Trustee Bob Zappone, secondary Community Advisory Committee – currently Trustee Jessica Norouzi

### **RECOMMENDATION:**

None.

AGENDA ITEM: 7. MEETINGS

SUBJECT:

**BOARD CONSIDERATION** 

X Information

Action

### **BACKGROUND:**

 A. The next regularly scheduled meeting of the Board of Trustees will be September 17, 2025.

### **RECOMMENDATION:**

None.

AGENDA ITEM: 8. ADJOURNMENT

SUBJECT:

**BOARD CONSIDERATION** 

Information

X Action

**BACKGROUND:** 

### **RECOMMENDATION:**

Motion required.