

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BELLINGHAM TECHNICAL COLLEGE
AND
BELLINGHAM EDUCATIONAL SUPPORT TEAM

JULY 1, 2023 – JUNE 30, 2026

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**BELLINGHAM TECHNICAL
COLLEGE AND
BELLINGHAM EDUCATIONAL SUPPORT
TEAM**

ARTICLE I

PREAMBLE

This Agreement is made and entered into between Bellingham Technical College, District # 25, hereinafter referred to as the College, and the Bellingham Educational Support Team (BEST), an affiliate of the Washington Education Association.

It is the intent and purpose of the College and BEST to promote and improve the effective and efficient administration of the College and the well-being of employees within the spirit of the Public Employees Collective Bargaining Act, to establish a basic understanding relative to personnel policies, practices and procedures, and to provide means for amicable discussion and adjustment of matters of mutual interest.

In accordance with the provisions of the Washington State Public Employees' Collective Bargaining Act, relevant law, and terms set forth within this agreement, the parties agree as follows.

RECOGNITION AND COVERAGE OF AGREEMENT

Section 1.1 – The College hereby recognizes the Association as the exclusive representative of all employees in the bargaining unit described in Section 1.4, and the Association recognizes the responsibility of representing the interests of all such employees. The College further agrees to consult and negotiate with the Association with respect to matters relating to or affecting hours, wages, and working conditions of employees in the bargaining unit.

Section 1.2 – Nothing contained herein shall be construed to include in the bargaining unit any person whose duties imply a confidential relationship to the Board of Trustees or President of the College.

Section 1.3 – The College agrees to provide a compensation plan that would include classifications for all positions covered by this Agreement to the BEST Association President.

If the College elects to change or delete a classification level, the BEST Association President will be advised and their response considered prior to implementing the change or deletion. The BEST Association President will have at

least five (5), but no more than ten (10) working days, to provide a response to the changed or deleted classification/level before any action is taken by the College.

Section 1.3.1 – When new positions covered by this agreement are developed, a description for that position shall be provided to the BEST Association President and shall be available in the Human Resources Office at the time of the posting.

Section 1.3.2 – When new job classifications or levels are developed which are not covered under the current job classifications, the College will notify the Association and within ten (10) days the Association will arrange for a meeting with the Human Resources Executive Director to review the information and discuss the applicability of the new classification or levels to representation in the bargaining unit.

Section 1.3.3 – When there are permanent and substantive changes in the functions of an existing position involving the addition, reduction, or modification of duties and responsibilities, the Human Resources Executive Director shall reallocate the position to the appropriate classification, subject to the BTC Position Allocation-Reallocation Procedure for Classified Staff included in this Agreement as Appendix A. These changes may be immediate or over a period of more than six (6) months and must constitute more than twenty-five percent (25%) of the duties of the position.

Cases involving only pay rates of specific classifications or classification groups (i.e., Clerical Assistant I, ITRC Assistant II, or Fiscal Clerk IV) and not duties and responsibilities, will be handled by the Conference Committee according to Article VI and Article I, Section 1.3.2. Any salary reallocation resulting from such reviews will be applicable to all employees in the specific classification.

Section 1.3.4 – The College will seek the agreement of BEST prior to posting variable schedule positions for all new and existing job descriptions and positions, with a ten (10) day notice in accordance with Section 1.3.

Section 1.4 – The bargaining unit to which this agreement is applicable shall consist of all full-time and part-time classified employees working in the general job classifications of the bargaining unit as listed in Schedule B of this Agreement. The following positions shall be exempted:

1. Administrators
2. Teamsters Bargaining Unit Positions
3. Faculty Members
4. Students participating in specific work-study programs
5. Professional Technical Personnel
6. Executive Assistant to the President

7. Managerial and Supervisory Positions
8. Human Resources Coordinator
9. Confidential Administrative Assistant to the Vice President of Instruction
10. Confidential Administrative Assistant to the Vice President of Administrative Services
11. Confidential Administrative Assistant to the Vice President of Student Services

Section 1.4.1 – Definitions

1. Trustees – shall mean the Board of Trustees of Bellingham Technical College.
2. College – shall mean Bellingham Technical College, District #25.
3. Employee – shall mean any employee of the College covered by this agreement.
4. College President – shall mean the President of Bellingham Technical College.
5. Association – shall mean Bellingham Educational Support Team (BEST).
6. Regular Full-Time Employee – shall mean an individual employed in a budgeted 1.0 FTE position. This includes cyclic year employees who work on the instructional calendar schedule. Said employees shall receive full benefits, and are assigned a specific work year.
7. Regular Part-time Employee – shall mean an individual employed in a budgeted position working a minimum average of four (4) hours/day, for more than six (6) months; this includes cyclic year employees who work on the instructional calendar schedule. Said employees receive prorated benefits and are assigned a specific work calendar.
8. Replacement Employee (Extended Leave) – shall mean an individual employed to a) fill a vacancy on a short-term basis while the process of filling the vacancy occurs or, b) substitute in a regular position as a result of an extended leave of absence. Replacement employees are not subject to the 1050 hours, i.e., a person may work more than 1050 hours as a replacement employee provided the intent of the parties is not to construe this provision as allowing the employer to staff vacancies (unfilled positions) on an ongoing basis with replacement employees.

9. Temporary Position – A position staffed with temporary employees. The cumulative total number of hours allowable for a given temporary position will not exceed 1050 in one fiscal year. Whenever the number of temporary positions created by the employer will exceed the prior year's number of temporary positions, the parties will mutually agree on the duration of the newly created positions. Hours worked by an employee in a temporary position will count towards the 1,050-hour limit for temporary employees. Temporary positions may or may not have regularly assigned hours.
10. Temporary Employee – shall mean an individual employed for extra help, on an "on-call" basis, usually to "fill in" for an employee who is absent randomly or for a short term, to fill a specific project or temporary position as described in number nine. Such employees shall not exceed 1050 hours in a fiscal year. Benefits for temporary employees are based upon eligibility criteria dictated by the state of Washington, Health Care Authority, and Department of Retirement Systems. The supervisor determines the number of hours per day and workdays.
11. Administrative Employee – shall mean an individual having administrative authority in the College.
12. Professional Technical Employee – shall mean an individual working in a job that requires a level of autonomy and responsibility in order to advise and provide technical and professional support to the College such as computer programming, dentistry, dental hygiene, or accounting.
13. Supervisor or Managerial Employee – shall mean an individual whose main duty is to supervise and evaluate employees who may or may not be covered by this agreement, or to manage a function of the College.
14. Trial Service – shall mean a period of time not to exceed ninety (90) days when a regular employee who has already completed a probationary period with the College, changes job classifications or transfers within a job classification as noted in Section 12.3.

Section 1.4.2 – The College will not replace a temporary employee who has worked 1050 hours in a temporary position with another temporary employee to continue performing the same duties in a fiscal year.

Section 1.5 – The following provisions of this agreement shall NOT be applicable to temporary employees:

- Article III

- Section 3.3
- Article IV
- Article XV
- Article XIX

ARTICLE II

RIGHTS OF THE EMPLOYER

Section 2.1 – It is agreed that the customary and usual rights, powers, functions, and authority of management are vested in management officials of the College. Included in these rights in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement, is the right to direct the workforce; the right to hire, promote, retain, transfer, and assign employees in positions; the right to suspend, discharge, demote, or take other disciplinary action against employees; and the right to release employees from duties because of lack of work or for other legitimate reasons. The College shall retain the right to maintain efficiency of the College operation by determining the methods, the means, and the personnel by which operations undertaken by the employees in the unit are to be conducted. All matters not specifically and expressly covered by the language of this agreement may be administered for its duration by the College in accordance with such policies and procedures as it from time to time may determine.

Section 2.2 – The right to make reasonable rules and regulations shall be considered acknowledged functions of the College. In making rules and regulations relating to personnel policies, procedures and practices, and matters of working conditions, the College shall give due regard and consideration to the rights of the Association and the employees, and to the obligations imposed by this Agreement.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 3.1 – It is agreed that all employees subject to this Agreement shall have and shall be protected in the lawful exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of such employees to assist the Association shall be recognized as extending to participation in the management of the Association, including presentation of the views of the Association to the Board of Trustees of the College or any other governmental body, group, or individual. The College shall take whatever action is required or refrain from such action in order to assure employees that no interference, restraint, coercion, or discrimination is allowed within the College to encourage or discourage membership in any employee organization.

Section 3.2 – The College commits to providing employees a workplace that fosters mutual respect and professionalism. Inappropriate, unprofessional behavior does not promote the College’s business, employee well-being, or productivity, and will not be tolerated. Each employee shall have the right to bring matters of personal concern to the attention of College officials.

When brought to its attention, the College commits to promptly initiate a process to investigate allegations and take appropriate action as necessary. The employee will be notified upon conclusion of the investigation. The College prohibits retaliation against any employee filing a complaint or others in the investigation.

Legal Compliance – Employees will not be asked, expected, or required to perform work that is out of compliance with the law. Employees who believe they have been asked, expected, or required to perform work that is out of compliance with the law have the right to go to their supervisor, dean, human resources or other administrator as necessary to seek clarification from the employer as to whether the work in question is in compliance with the law. Employees who seek such clarification from supervisors to establish whether work they have been assigned is in compliance with the law will suffer no reprisals for seeking this clarification.

Section 3.3 – Employees of the unit subject to this Agreement have the right to have Association representatives or other persons present at discussions between themselves and supervisors or other representatives of the College as hereinafter provided. Further, when disciplinary action is to be taken pursuant to Article XV of this agreement, the employee shall be advised of their right to representation in writing prior to any action being taken.

Section 3.4 – Neither the College nor the Association shall discriminate against any employee subject to this Agreement on the basis of race or ethnicity, creed, color, sex, gender, citizenship status, national origin, religious preference, age or marital status, the presence of any sensory, mental, or physical disability, reliance on public assistance, sexual orientation, including gender identity, status as a disabled or Vietnam Era veteran, or political opinions or affiliations, genetic information, the duties of which may be performed efficiently by an individual without danger to the health or safety of the physically challenged person or others, or in their exercise of their rights under Chapter 41.56 RCW, Public Employees' Collective Bargaining Act; provided, however, that nothing in this Agreement shall be in conflict with the College affirmative action plan.

Section 3.5 – The Association agrees with and supports the concept of affirmative action. Therefore, the parties mutually agree to use their best efforts to ensure that this Agreement will not be in conflict with or inconsistent with the College's affirmative action plan. Should issues arise which are inconsistent between this Agreement and the College's affirmative action plan, such issues shall be resolved consistent with RCW 49.60.

Section 3.6 – *Personnel Files*. Employees, upon request, shall have the right to inspect the contents of their College personnel file and the immediate supervisor's

working file. No duplicate, alternate, or other personnel file shall be kept anywhere in the College except that immediate supervisors may keep working files in their respective offices.

Only the personnel file kept in the Human Resources Office will be considered the official personnel file of the employee.

Any derogatory material documenting disciplinary action not shown to an employee within five (5) days after its receipt or composition shall not be included in any personnel or working file at the College and shall not be allowed as evidence in any grievance or any disciplinary action taken against the employee. No evaluation or correspondence making derogatory reference to an employee's character, or manner shall be kept in any personnel or working file without the employee's signed acknowledgment and opportunity to attach their own written comments.

The employee's signature on such documents does not necessarily indicate the employee's agreement with the contents of the document; it merely indicates receipt of the document. Nothing in this article is to be construed to undermine the day-to-day working relationship between the supervisor and an employee.

An appointment shall be made with the immediate supervisor or with the Human Resource Executive Director or their designee to arrange for a time to inspect personnel and working files. Copies, at cost, of any documents contained in the files shall be provided upon reasonable request.

Supervisors' working files are to contain only information pertinent to the supervisor/employee relationship. All materials in the working file not necessary for record-keeping shall be purged annually at the request of the employee.

ARTICLE IV

RIGHTS OF THE ASSOCIATION

Section 4.1 – The Association has the right and responsibility to represent the interests 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 to be consulted with respect to the formulation, development, and implementation of human resource 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.

Section 4.2 – The Association is entitled to have an observer at hearings conducted by any College official or body arising out of a grievance and to make known the Association's views concerning the case.

Section 4.3 – The College, as part of the general orientation of each new employee subject to this Agreement, shall inform such employee that a copy of this Agreement can be reviewed and printed from the BTC intranet.

Section 4.3.1 – Each new employee subject to this Agreement shall be granted up to 30 minutes during a work day for an orientation with a BEST representative. This will occur within the first two weeks of the hire date.

Section 4.4 – The Association reserves and retains the right to delegate any right or duty contained herein to appropriate officials of the Washington Education Association.

Section 4.5 – If the parties mutually agree it is necessary to schedule negotiations during normal work hours, members of the Association's negotiations team shall be released from work and not suffer any loss of pay. Association leave will be used by members of the BEST bargaining team to provide pay during negotiations.

Section 4.6 – On or before the first day of November of each year during the term of this Agreement, the College shall provide the Washington Education Association with the names, addresses, and starting dates of each employee in the bargaining unit. Information regarding new employees shall be provided to the Association as changes occur.

Section 4.7 – Representatives of the Association upon making their presence known to the Human Resources Office, shall have access to College premises during working hours to contact BEST unit employees, provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work. The Association may schedule with the Human Resources Office to use College facilities for Association meetings.

Section 4.8 – Members of BEST shall be permitted to:

1. Transact official Association business on College property at reasonable times provided that this shall not interfere with or interrupt normal College operations.
2. Use College facilities and equipment, such as audio-visual equipment, computers, and telephones, at reasonable times when such equipment is not otherwise in use at no charge, provided there is no cost to the College.
3. Utilize designated bulletin boards in a place of reasonable access to members.
4. Use College communication services except for political purposes; an account may be established to use College mail services for Federal Mail.
5. Set up an account and use College printing services and campus copy equipment for Association business and communication purposes.

Section 4.8.1 – 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.

Section 4.9 – *Association Leave*. Up to twenty-five (25) days, or two hundred (200) hours of leave shall be available each fiscal year to the Association for use by bargaining unit employees designated by the Association to conduct Association business, attend Association related meetings, conferences, etc. Up to an additional twenty-five (25) days or two hundred (200) hours shall be available each fiscal year to the BEST President and/or designee. Additional days may be approved by the College President.

The Association shall reimburse the College for a substitute or at the employee's hourly rate of pay, whichever is applicable to the circumstance, when Association leave does not involve meetings with College administrators concerning matters related to this collective bargaining agreement. When Association representatives participate in negotiations, grievance hearings, or other labor-management meetings or activities with the College administration during working hours, these representatives shall suffer no loss in pay.

The BEST President or designee shall notify the Human Resources Executive Director or designee of the use of such time as soon as is reasonably possible but at a minimum at least 24-hours in advance.

Section 4.10 – Upon request, the College will furnish to the Association all available information concerning the financial resources of the College and such other information as will assist the Association to carry out its duty as exclusive representative. The above information shall be delivered to a person designated by the Association.

If extensive duplication is required, the Association agrees to reimburse the College for the cost of such duplication.

ARTICLE V

APPROPRIATE MATTERS FOR CONSULTATION AND

NEGOTIATION

Section 5.1 – It is agreed and understood that matters appropriate for consultation and negotiation between the College and the Association are changes or proposed changes to hours, wages, existing benefits, policies, grievance procedures, and general working conditions of employees in the bargaining unit.

Section 5.2 – The parties agree that during the term of this Agreement there shall be no strike or other economic action by the employees or the Association and there shall be no lockout or other economic action by the College except that both

parties reserve full rights of economic action including strike or lockout at the expiration of this Agreement. Further, it shall not be a violation of this Agreement nor shall any employee be disciplined or discriminated against for refusing to cross any lawful picket line in the course of performing their duties.

ARTICLE VI

CONFERENCE COMMITTEE

Section 6.1 – The Employer and the Association endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, the Association will designate a Conference Committee of up to five (5) members who will meet with the College on a mutually agreeable basis to discuss appropriate matters concerning administration of the contract. The purpose of the committee is to provide communication between the parties, to share information and concerns, and to promote constructive, respectful, meaningful, and cooperative labor management relations. Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, resolving workplace problems, reorganization, and quality of work life for employees. The committee will meet, discuss, exchange, and consider information of a group nature and general interests to both parties. The College will provide suitable accommodations to conduct such meetings.

Section 6.2 – When meetings are held between representatives of the Association and representatives of the College pursuant to Section 6.1, formal minutes shall be prepared upon the request of either party. The requesting party will arrange for the preparation of such minutes and a draft will be made available to the parties for review prior to final preparation. The parties will be furnished copies of the mutually approved minutes. Costs incurred in preparation of the minutes shall be equally borne by the parties.

Section 6.3 – If the College and the Association mutually agree it is necessary to schedule Conference Committee meetings during normal work hours, bargaining unit members serving on the Conference Committee shall be released from work and not suffer any loss of pay.

ARTICLE VII

HOURS OF WORK AND OVERTIME

Section 7.1 – The workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday; provided, however, the College may assign an employee to a workweek of any five (5) consecutive days which are followed by two (2) consecutive days of rest, except

as provided in Section 7.2.1.

Section 7.1.1 – For overtime purposes, the workweek is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

Section 7.2 – The regular shift shall consist of nine (9) hours including a sixty (60) minute uninterrupted lunch period. As prearranged with their supervisor, employees may work an alternative eight and one half (8 ½) hour shift including a thirty (30) minute uninterrupted lunch period. At such time that the needs of the college or the employee should change, the alternative shift may be discontinued or adjusted by either the supervisor or the employee with twenty (20) workdays notice to the other party. Lunch and rest periods shall be taken as follows:

- For a regular or alternative shift:
 - Lunch periods shall be taken as near to the middle of the shift as is practicable.
 - Employees shall receive one fifteen (15) minute first half and one fifteen(15) minute second-half rest period.
- For a shift that is less than the regular or alternative shift but at least four (4) hours a day:
 - A fifteen (15) minute rest period for each four (4) hours worked total, which will ordinarily be taken at any time after two (2) hours have been worked, but no later than the end of the third hour of the shift.
 - A thirty (30) minute uninterrupted lunch period, in addition to the fifteen (15) minute rest period, for employees working more than five (5) hours in a day, as near to the middle of the shift as is practicable.

It is the intent of the parties to afford employees professional discretion and flexibility in taking their lunch and rest periods to the greatest extent possible, however it is the intent of the parties that lunch or rest periods may not be combined, and may not be used at the beginning or end of the shift to arrive late or leave early. It is further the intent of the parties to ensure appropriate coverage of department needs such that time-sensitive work is not unduly disrupted.

Section 7.2.1 – *Emergency Schedule Changes*. The employer may adjust an employee's workweek and work schedule without prior notice in emergencies, where the College President or designee determines that the public health, property, or safety is jeopardized, which may include setting alternative schedules such as four (4) consecutive ten (10) hour days (Monday through Friday), and until such time as the emergency condition(s) have subsided. Employees affected by emergency schedule changes shall be allowed de minimis time to make necessary arrangements.

Section 7.3 – Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior written notice to the employee. When additional hours become available within a program area/worksites, the hours will be first made available to current regular part-time employees who have indicated an interest with the Human Resources Office, by seniority, within the general job classifications. Additional hours will only be offered to regular part-time employees, up to a maximum of full-time employment.

Section 7.3.1 – Upon mutual agreement between the employee and the immediate supervisor, the employees' daily shift and/or workweek may be adjusted on a temporary basis. In this section (7.3.1), a temporary change is defined as a change lasting sixty (60) calendar days or less. This agreement must be confirmed in writing by the supervisor to the employee and a copy submitted to the Human Resource Office. Employees may ask to flex their time for personal reasons. For example, an employee may request to work an extra hour on Wednesday and Thursday and leave two (2) hours early on Tuesday to go to a soccer game. Or alternately, for example, if an employee is working on a project, a supervisor may work with an employee to work extra during the early part of the week and leave early at the end of the week. This schedule flexibility must occur within the same workweek, in order to be in compliance with the Fair Labor Standards Act (FLSA), and is subject to supervisor approval. Short term requests of this nature should be confirmed in writing but do not need to have a copy submitted to the Human Resources Office. Employee initiated adjustments will be exempt from the overtime provisions contained in Section 7.8 and the shift differential provisions contained in Section 7.9 but must be in accordance with the Fair Labor Standards Act. Sections 7.8 and 7.9 will apply to daily shift and/or workweek adjustments made at the request of the supervisor. All such flextime adjustments must occur during the same workweek.

Section 7.3.2 – Due to the unusual nature of the duties in some areas of the College, a non-standard workday/workweek may be scheduled on a temporary basis; these positions will be clearly posted with a variable schedule clause. At least five (5) working days' notice must be given to the employee, in writing, by the supervisor, with a copy forwarded to the Human Resource Office, for any workday/schedule changes. Workday/workweek schedule changes with less than five (5) working days' notice must have been agreed upon by the employee, reduced to writing by the supervisor, with a copy forwarded to the Human Resource Office. Reasonable request to decline any such temporary schedule changes by the employee must be considered in good faith by the College and shall be in writing from the employee. If the adjustment causes the employee to work more than the equivalent number of hours in her/his regular shift or workweek, the provisions of Section 7.8 (overtime) shall apply.

Section 7.3.3 – *Permanent Schedule Changes*. In order to accommodate a normal work schedule comprised of workdays longer than eight (8) hours

worked, but not to exceed ten (10) hours worked, such as four (4) ten-hour (10) workdays per week, the employee and the immediate supervisor may, by mutual agreement, adjust the employees' normal daily shift and /or workweek provided the College's business and customer service needs are met and no overtime expense is incurred. Such adjustment will be subject to the overtime provisions contained in Section 7.8. If the employee leaves or either party provides thirty (30) days' notice, the position shall revert to the normal eight-hour (8) schedule.

Section 7.3.4 – Instructional Calendar. No member of the BEST bargaining unit employed December 31, 2008, will suffer a reduction in their contracted hours of employment or their classification as a result of the transition to a new instructional calendar. This provision will not apply to employees hired after December 31, 2008, and employees who terminate employment and are subsequently rehired. It is the intent of the parties that in the event a new instructional calendar is adopted, current employees will continue to work in their normal positions. However, in order to ensure an individual employee suffers no reduction in their contracted hours of employment the College may assign an employee other duties as necessary to fulfill that employee's contract if no alternative exists that allows the employee to work in their normal position.

Section 7.4 – Telecommuting/Remote Work. The College and the Association recognize the value of compressed workweeks, flextime arrangements, and telecommuting/remote work. Requests for telecommuting/remote work will be considered in accordance with applicable state, college, and departmental policies and procedures, and with respect to satisfying the interests of both the department and employee. A mutually agreed upon alternate worksite agreement will be required that outlines the remote work arrangement. Proposed agreements will be provided to the BEST President in advance of implementation for review to ensure compliance with the Collective Bargaining Agreement.

Section 7.5 – Employees required to work through their regular lunch periods will be given time to eat at a time agreed upon by the employee and supervisor, in writing and filed in the Human Resource Office, according to WAC 296-126-092. In the event of an emergency, if the College requires an employee to forego a lunch period, and the employee works the entire shift, including the lunch period, the employee shall be compensated for the foregone lunch period at overtime rates.

Section 7.6 – Employees requested to work a position in a higher classification, shall receive compensation for the higher classification.

Section 7.7 – Suspended Operations.

Section 7.7.1 – In the event of an unusual College closure due to inclement weather, or if the College President or designee determines that the public health, property, or safety is jeopardized and it is advisable due to

emergency conditions to suspend the operations of all or any portion of the College, the College will notify employees through the College's emergency notification systems by 6:30 a.m. or as soon as feasible.

The following options shall be made available to affected employees not required to work for the balance of the closure to limit the loss of pay and accrued leave as a result of the closure:

1. The following may be used in no particular order:
 - a. Vacation leave, personal leave, emergency leave (see Section 9.1.1)
 - b. Leave without pay
 - c. Make up lost time through employee-requested flexible schedule changes in accordance with Section 7.4. All such flextime adjustments must occur during the same workweek.
 - d. Telecommuting/remote work per Section 7.4.
 - e. In the event an incident lasts more than three (3) consecutive work days, and no remote work is available; employees may work additional hours during the sixty-day (60) period immediately following the suspended operations at straight time up to a maximum of 40 hours per week in accordance with FLSA and then at time and one-half thereafter provided the total number of make-up hours worked at time and one-half shall not result in pay that exceeds the total pay lost during the closure. The scheduling of make-up hours will be subject to management approval. This provision allows for employee(s) to make up as much time as feasible, including the Saturday of the week of the incident in order to limit pay loss in that payroll period for situations where an employee has a) exhausted all paid leave, b) has an upcoming medical leave that is anticipated to exhaust all paid leave or c) department work-loads necessitate the make-up of lost work time. Requests to make up time shall not be unreasonably denied.
2. Employees who are determined to be essential personnel that are required to work on campus shall receive the overtime rate of pay for work performed during the period of suspended operations.

Section 7.7.2 – When the College suspends classes due to inclement weather, and the 6:30 a.m. report has directed all other employees to report

to work, employees will use reasonable judgment in determining whether it is safe to travel to work and shall be allowed to utilize the options noted in Sections 7.7.1 and 7.4.

Section 7.8 – Overtime. In the assignment of overtime, the College agrees to provide the employees with as much advance notice as practicable in the circumstances.

Section 7.8.1 – Overtime shall mean required work performed by an employee in excess of forty (40) hours in a workweek as defined in Sections 7.1 and 7.1.1, in accordance with the Fair Labor Standards Act (FLSA).

Section 7.8.2 – All hours worked on the sixth (6th) consecutive day shall be compensated at the rate of one and one-half (1-1/2) times the employee's base pay, regardless of whether forty (40) hours have been worked.

Section 7.8.3 – All hours worked on the seventh (7th) consecutive day shall be compensated at the rate of twice the employee's base pay, regardless of whether forty (40) hours have been worked.

Section 7.8.4 – Employees called back on a regular workday, and employees called on the sixth (6th) or seventh (7th) consecutive workday, shall receive no less than two (2) hours pay at the appropriate rate.

Section 7.9 – Shift Differential. All hours worked after 6:00 p.m. and before 6:00 a.m. on a normal work-day as per Sections 7.1 and 7.2 shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour in addition to the employee's normal base rate. Shift Differential may also be computed and paid at a monthly rate when the assignment is the regular shift for the employee.

Section 7.9.1 – When an employee is regularly assigned to a qualified shift, they shall receive the same shift differential for authorized periods of paid leave.

ARTICLE VIII

HOLIDAYS AND VACATIONS

Section 8.1 – Holidays. All employees shall receive the following paid holidays provided that they are in pay status the day preceding and following the holiday. Cyclic year employees scheduled to work less than full monthly schedules throughout their work year qualify for holiday compensation if they work or are in pay status on their last regularly scheduled working day preceding the holiday(s) in that month.

Section 8.1.1 – Legal holidays are designated by statute. The following holidays are identified per RCW 1.16.050:

- | | |
|-------------------------------|----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr. Day | 8. Veterans' Day |
| 3. Presidents' Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Native American Heritage Day |
| 5. Juneteenth Day | 11. Christmas Day |
| 6. Independence Day | |

Regular part-time employees shall be entitled to the number of paid hours on a holiday that their FTE Position bears to a full-time schedule.

Section 8.1.2 – Other Holidays. Christmas Eve Day will be designated by the College as a holiday.

Section 8.1.3 – Un-worked Holidays. Eligible employees shall receive pay equal to their normal work shift at their base rate in effect at the time the holiday occurs.

Section 8.1.4 – Worked Holidays. Employees who are required to work on the above- named holidays shall receive the pay due them for the holiday, plus twice their base rate for all hours worked on such holidays.

Section 8.1.5 – Holidays during Vacation. Should a holiday occur while an employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday. Such extra vacation days may be taken upon approval of the employee's immediate supervisor.

Section 8.2 – Vacations. All employees subject to this Agreement shall be credited with hours of vacation credit, based on years of service. Such vacation credit shall be earned, vested, and used as designated in this Article.

Section 8.2.1 – All employees shall receive vacation credit computed in accordance with the following rules:

<u>Completed Years Of Continuous Service</u>	<u>Credit</u>
1 – 3	Sixteen (16) days per year (10.67 hours, per month)
4 – 8	Twenty (20) days per year (13.33 hours per month)
9+	Twenty-four (24) days per year (16 hours per month)

Employees working less than full-time schedules shall accrue vacation leave credit on the same pro-rata basis that their appointment bears to a full-time appointment. Employment in regular part-time positions shall be credited as full service.

For cyclic year employees, each scheduled work year shall count as one full year for purposes of calculating years of service completed. Employees shall accrue vacation based on years of service completed.

Leave shall be charged on an hour for hour basis.

Section 8.2.2 – The effective date for computing leave accrual shall be:

1. The first of the month of hire for employees hired between the first and the fifteenth of a month; or
2. The first of the following month for employees hired between the sixteenth and the end of a month.
3. Employees terminating on or before the fifteenth of the month shall not receive accrued leave for the month; those terminating on or after the sixteenth shall receive the full monthly accrual credit, provided they have not been on leave of absence without pay during the month in excess of ten (10) working days.
4. Cyclic year employees shall accrue leave under this article in accordance with their schedule and work.

Examples:

- 10-month cyclic (starting in mid-September, ending in mid-June) shall accrue leave for 10 months.
 - 11-month cyclic (starting in mid-September, ending in mid-August) shall accrue leave for 11 months.
5. Employees taking leave without pay exceeding ten (10) working days will not accrue leave during that month.

Section 8.2.3 – In computing the total vacation credit for any period of service, part of a shift worked will be disregarded if less than one-half (1/2) the employee's assigned shift was worked; otherwise, it will be counted as a full day worked.

Section 8.2.4 – All days worked in the month will be counted in the computation of vacation credit, and days worked at premium rates shall be counted as straight- time hours in such computation. For every regular workday from which an employee is absent due to a holiday, or compensated leave, the day shall be credited as if worked.

Section 8.2.5 – *Change of Employment.* Unused vacation leave credits of employees changing employment between higher education institutions, related boards, or other state agencies shall move with the employee in accordance with applicable state statutes and regulations.

Section 8.2.6 – *Use.* Vacation leave may not be taken until an employee has completed their probationary period pursuant to Article XII of this agreement. An employee bringing an accrued balance from another state

agency may use the previously accrued vacation leave during the College probationary period.

All requests for vacation leave must be approved by the immediate supervisor in advance of the effective date unless used for emergency reasons.

Vacation leave shall be scheduled with the approval of the immediate supervisor at a time most convenient to the work of the department, the determination of which shall rest with the immediate supervisor. As far as possible, leave will be scheduled in accordance with the wishes of the employee in any amount up to a total of their earned leave credits.

Paid vacation leave may not be used in advance of its accrual.

Section 8.2.7 – Accumulation. Excess vacation leave credits may be accumulated to a maximum of thirty (30) working days (240 hours) according to the following methods:

1. If an employee's request for vacation leave is denied by the immediate supervisor, then the maximum of thirty working days' accrual shall be extended for each month that the leave is deferred, provided that a statement of necessity justifying the denial is submitted to the Human Resources Executive Director by the immediate supervisor.
2. Employees may also accumulate vacation leave in excess of thirty (30) working days as follows:
 - a. Vacation leave may be accumulated between the time thirty days (30) is accrued and their anniversary date.
 - b. Such excess accumulated leave shall be used by the anniversary date and at a time convenient to the immediate supervisor. If such leave is not used prior to the employee's anniversary date, such excess accumulated leave will be deemed to have lapsed.

Section 8.2.8 – The College shall pay employees who have completed the probationary period and who have been discharged, or terminated, for unused accrued vacation, subject to the provisions of Article XV herein. Payment shall be made not later than the month following termination of employment. Vacation leave payable under Section 8.2 and this section shall be computed and paid according to applicable rules and regulations of the State Office of Financial Management.

ARTICLE IX

LEAVES

Section 9.1 – Illness, Injury, and Emergency Leave.

Section 9.1.1 – Employees covered under this Agreement shall be allowed twelve (12) days per year Illness, Injury, and Emergency Leave. Illness, Injury and Emergency Leave shall be vested when earned, and may be accumulated up to the legal maximum. The College shall project the number of annual days of Illness, Injury, and Emergency Leave at the beginning of the school year. Employees shall be entitled to the projected number of days of Illness, Injury, and Emergency Leave at the beginning of the school year. Employees hired after September 1 shall receive prorated Illness, Injury and Emergency Leave.

Effective September 1, 2021, and thereafter, current employees shall accrue one (1) day of sick leave per month. Employees working less than full-time schedules shall accrue leave on the same pro-rata basis that their appointment bears to a full-time appointment. New employees will have up to 12 days of sick leave front-loaded their first year, then shall accrue monthly starting their second year.

Illness, Injury, and Emergency Leave shall be used for:

- A. A personal illness, injury, or medical disability that prevents the employee from performing their job, or personal medical or dental appointments;
- B. Care of family members as required by the Family Care Act, WAC 296-130;
- C. Reasons allowed under the Minimum Wage Requirements and Labor Standards, RCW 49.46.210;
- D. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, domestic partner, child (biological, adopted, foster, stepchild, legal guardian), grandchild, son-in-law, daughter-in-law, grandparent, parent, sibling, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, and corresponding relatives of employee's spouse or significant other;
- E. Care of a child under the age of eighteen with a health condition that requires treatment or supervision, or to make arrangements for extended care;
- F. A family member's medical, dental, or optical

appointments when the presence of the employee is required if arranged in advance with the supervisor.

Employees leaving the employment of the College, and who have exceeded their allowed accumulated Illness, Injury and Emergency Leave, shall have any used Illness, Injury and Emergency Leave that was non-earned deducted from their final pay warrant. Illness, Injury, and Emergency Leave benefits shall be paid on the basis of the daily wage at the time of illness, injury, or emergency. Accumulated Illness, Injury, and Emergency Leave shall be posted on the payroll stub of each check for that period.

Emergency – Emergency leave shall be granted as defined in the following:

- A. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence;
- B. The problem must be one of major importance and not a mere convenience.

It is not the intent of this leave to provide extensions of the other enumerated leaves in this contract.

Section 9.1.2 – Employees who suffer a work-related injury or illness that is compensable under the state workers compensation law may select time loss compensation exclusively, accrued paid leave exclusively, or a combination of time loss and accrued paid leave.

Section 9.1.3 – Employees who have accrued Illness, Injury, and Emergency Leave while employed by another state agency in the State of Washington shall be given credit for such accrued Illness, Injury, and Emergency Leave upon employment by the College provided that the employee has not been out of state employment for a period exceeding three (3) years.

Section 9.1.4 – In January of the year following any year in which a minimum of sixty (60) days (480 hours) 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. 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. 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 for each four (4) full days accrued leave for illness or injury or as may otherwise be established under applicable state statutes and regulations.

Section 9.1.5 – A doctor's certificate, for personal illness, may be requested by the College for illness of five (5) days or more duration. Nothing in this section shall preclude the College from requiring doctor's certification at any time before allowing an employee to return to work from a medical leave when the College feels there is a risk to the employee or the College should the employee return to work without the certification.

Section 9.2 – *Illness in the Immediate Family*. Unlimited use of Illness, Injury, and Emergency Leave will be allowed annually for illness in the immediate family. The immediate family shall include spouse, children, parent, step-parent, brother, sister, or any person living in the immediate household as a member of the family.

Section 9.3 – *Death in the Immediate Family*. Immediate family shall include spouse, domestic partner, children, parent, step-parent, grandparent, grandchildren, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a member of the family. Bereavement leave shall be granted as follows: for death of spouse, parent, or child, five (5) days without loss of pay shall be allowed; for all other, two (2) days without loss of pay shall be allowed; and three (3) additional bereavement leave days without loss of pay may be granted at the discretion of the President/designee where extended travel is involved. Such bereavement leave shall not be deducted from Illness, Injury, and Emergency Leave and is non-cumulative.

In instances of death of a close friend, colleague, colleague's family member, or other close relatives, the employee may use accrued emergency leave so that they may attend local funeral services provided that it does not interfere with the effective running of College business.

Section 9.4 – *Parental Leave*. An employee requesting parental leave shall give written notice to the College as far in advance as possible. Written requests for parental leave shall include 1) anticipated date of birth, 2) estimated date leave is to begin, 3) estimated date of return from leave. The employee shall continue to work until in the judgment of the employee's physician, their work, or their health, is in any way impaired by their condition. Illness, Injury, and Emergency Leave shall be granted, if the employee is eligible for Illness, Injury, and Emergency Leave, for the period of disability as verified by their physician in accordance with the Section 9.8.2 Federal Family and Medical Leave Act.

Section 9.5 – *Birth/Adoption Leave*. An employee, upon request, may be granted up to five (5) days leave, on or about the date of (a) the birth of their child or (b) initial placement for adoption of their child. These days shall not be deducted from leave accumulated pursuant to Section 9.1.1. Birth/Adoption leave shall be subject to Section 9.8.2 Federal Family and Medical Leave Act.

Section 9.6 – *Judicial Leave*. In the event an employee is summoned to serve as a juror or appear as a witness in court or is named as a co-defendant with the College, such employee shall receive a normal day's pay for each day of required

presence in court. In the event that an employee is a party in a court action, such employee may request a leave of absence without pay. Employees will be allowed to retain any compensation paid to them for their jury duty service. Employees whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. The College will not be responsible for per diem, travel expenses or overtime under this section.

Section 9.7 – Military Leave. In accordance with RCW 38.40.060, employees will be entitled to military leave with pay not to exceed twenty-one (21) working days during each year, beginning October 1st and ending the following September 30th, in order to report for required military duty, training or drills including those in the National Guard or state active status. 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. An employee will only be charged military leave for days that they are scheduled to work.

Section 9.8 – Leave of Absence.

Section 9.8.1 – Upon recommendation of the immediate supervisor through administrative channels to the President, an employee may be granted a leave of absence for a period not to exceed one (1) year; provided, however, if such leave is granted due to extended illness, one (1) additional year may be granted.

Section 9.8.2 – Federal Family and Medical Leave Act (FMLA). An employee who has worked for the state for at least 12 months and for at least one thousand two hundred and fifty (1,250) hours during the twelve (12) months prior to the requested leave shall be granted a total of twelve (12) workweeks of unpaid family leave (FMLA) during any twelve (12) month period to:

- a) provide for the birth of a child,
- b) provide for the placement of a child for adoption or foster care,
- c) care for a spouse, child, or parent with a serious health condition.
- d) provide for the serious health condition of the employee, or
- e) 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. The employer and employee may agree that other events which arise out of the covered military member's active duty or call to active duty qualifying as an exigency, provided both agree to the timing and duration of the leave. The FMLA also allows eligible employees to take up to 26 workweeks of unpaid, job-

protected leave in a “single 12-month period” to care for a covered servicemember with a serious injury or illness.

The employee will provide the employer with not less than a thirty (30) day notice before FMLA is to begin. If the leave is unforeseeable thirty days in advance, then the employee will provide such notice as is reasonable and practicable.

Family leave to care for a newborn child or newly adopted/foster child must be completed within twelve (12) months after the birth or placement for adoption/foster care, as applicable.

An employee planning to take family leave must follow the procedures set forth in the Family Medical Leave policy and procedures published in the employee handbook.

When both parents of a child are employed by the College, they shall each be entitled to a total of twelve (12) workweeks of family leave during any twelve (12) month period to provide care for qualifying events:

- The birth of a child and bonding with the newborn child;
- The placement of a child with the employee for adoption of foster care and bonding with the newly-placed child; and
- The care of a parent with a serious health condition.

Eligible spouses who work for the same employer are limited to a combined total of twenty-six (26) workweeks of leave in a single twelve (12) month period to care for a covered servicemember with a serious injury (“military caregiver leave”) if each spouse is a parent, spouse, child or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same year, each spouse is subject to the combined limitations for the reasons for leave listed above.

Eligible spouses who work for the same employer are each entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period, without regard to the amount of leave their spouses use, for the following FMLA-qualified leave reasons:

- The care of a spouse or child with a serious health condition;
- A serious health condition that makes the employee unable to perform the essential functions of their job; and
- Any qualifying exigency arising out of the fact that the employee’s spouse, child, or parent is a military member on “covered active duty”.

The one thousand two hundred fifty (1,250) hour eligibility requirement noted above is actual hours worked and does not include unpaid leave, paid time off such as time used as vacation leave, sick leave, personal days, or shared leave, or FMLA leave taken.

Section 9.8.3 – The returning employee shall be assigned to the same or comparable position occupied before the leave of absence, subject to the provisions of Article X.

Section 9.8.4 – The employee will retain accrued Illness, Injury, and Emergency Leave, vested vacation rights, and seniority rights while on leave of absence. However, vacation credits, Illness, Injury, and Emergency 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.

Section 9.8.5 – *Washington State Paid Family and Medical Leave (PFML)*. An employee may be eligible to receive leave for purposes as described under the program and in accordance with RCW 50A. In the event the legislature amends all or part of RCW 50A, those amendments are considered by the parties to be incorporated herein. In the event the legislature repeals all or part of RCW 50A, 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.

This benefit offers partially paid leave to care for yourself or an eligible family member with a serious illness or injury, to bond with a new child, and for certain military-connected events if you have a family member in active duty service.

- a. The employee will provide the employer with not less than a thirty (30) day notice before PFML is to begin. If the leave is unforeseeable thirty days in advance, then the employee will provide such notice as is reasonable and practicable.
- b. The employee may, but is not required to, use their accrued and earned sick leave, personal days, and/or vacation leave as “supplemental” benefits while receiving a partial wage replacement under the PFML. Supplemental benefits are not reported on weekly claims filed. Use of this leave as a supplemental benefit draws down an employee’s available balance. Employees who designate sick, personal, and/or vacation leave as supplemental will receive the full value of that leave in addition to any PFML wage replacement benefit received.
- c. The employer may require verification that the employee has been approved to receive benefits for PFML under RCW 50A before approving leave as a supplemental benefit.

Section 9.8.6 – *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.

Section 9.8.7 – Unpaid Holidays for Reason of Faith or Conscience.

- A. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the employer as defined by WAC 82-56 or the employee is necessary to maintain public safety. Workday is defined as leave hours used in whole day increments (i.e., three hours used is considered one of two workdays granted in the calendar year).
- B. The employer will allow an employee to use personal leave or vacation leave in lieu of leave without pay. All requests to use personal leave or vacation leave requests 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. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

Section 9.8.8 – Military Family Leave. In accordance with the Military Family Leave Act, RCW 49.77, leave without pay will be granted to an employee whose spouse or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 is on leave from deployment or before and up to deployment, during a period of military conflict. Use of leave without pay, vacation leave, sick leave, and personal leave is limited to a combined maximum of fifteen (15) working days per deployment. Employees must provide the Employer with five (5) business days' notice after receipt of official notice that the employee's spouse or state registered domestic partner as defined by RCWs 26.60.020 and 26.60.030 will be on leave or of an impending call to active duty.

Section 9.9 – Personal Leave.

Effective January 1st of each year each employee shall be entitled to three (3) personal leave days without loss of pay. Personal leave shall be granted provided the employee's Probationary period has been completed and it does not interfere

with the effective running of College business, as determined by the employee's supervisor. Personal leave is non-cumulative; however, one (1) personal leave day may be carried forward into the next calendar year, with no more than four (4) personal leave days in any given calendar year.

Effective January 1, 2022, personal leave is non-cumulative; there will no longer be a carry-over of one (1) day. All personal leave must be taken by December 31, 2022, and by the end of each December thereafter.

Employees are encouraged to notify the College no fewer than three (3) days in advance of the date that the leave is to be taken. An employee shall not be required to state the reason for taking personal leave, other than that he/she is taking it under this section.

Section 9.10 – Leave Sharing. Employees may donate annual (vacation), sick, or personal leave to a fellow employee who has been called to service in the uniformed services, or to an employee 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 which has caused or is likely to cause the employee to take leave without pay or terminate their employment. Any such donation of leave shall be subject to the terms and limitations of applicable state law.

ARTICLE X

SENIORITY

Section 10.1 – The seniority of an employee within the bargaining unit shall be established as of the date on which the employee began continuous regular bargaining unit employment unless such seniority shall be lost as hereinafter provided in Section 10.2.

Section 10.1.1 – Seniority shall be expressed as a function of continuous regular bargaining unit employment, (excluding temporary employment) hereinafter expressed as "hire date."

Section 10.1.2 – In the event more than one employee in the general job classification set forth in Article I, Section 1.4, is awarded the same seniority date, the question of seniority among those employees shall be determined within thirty (30) working days of hire, by a draw of names. Determination of seniority in like cases during previous agreements shall be observed during this Agreement and future agreements.

Section 10.1.3 – The College shall provide the Association with an official dated seniority list ranking all employees in the general job classifications by October 1 of each school year. The Association shall provide the College with any corrections within thirty (30) working days after receipt of the list.

Section 10.2 – The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for just cause; or
- C. Retirement.

Section 10.3 – Seniority rights shall not be lost for the following reasons, without limitation:

- A. Time lost by reason of industrial accident, industrial illness, or judicial leave;
- B. Time on leave of absence granted for the purpose of serving in the Armed Forces of the United States;
- C. Time spent on other authorized leaves;
- D. Time spent on layoff status as hereinafter provided;
- E. Time spent during periods of leave without pay as a cyclic year employee; or
- F. Change in job classification within the bargaining unit, as hereinafter provided.

Section 10.4 – Seniority rights shall be effective within the general job classifications set forth in Article I, Section 1.4.

Section 10.5 – Employees who change job classifications within the bargaining unit pursuant to Article XI Promotion, Assignment, and Transfer shall retain their hire dates in the previous classification. In the instance of layoff, such employees shall retain their seniority from their previous classification.

For purposes of vacation, the employee's total years of service to the College will be considered even though an employee has changed job classifications.

ARTICLE XI

PROMOTION, ASSIGNMENT, TRANSFER

Section 11.1 – The parties recognize that the procedure contained in this section is designed to emphasize internal promotional and transfer opportunities for current employees.

Section 11.2 – The College commits to support and encourage employees in advancing their careers and achieving promotions within the College. Employees may communicate their career goals with their Supervisor, as well as their education, skills development, and training interests. Supervisors will review and discuss career goals with the employee and help develop a plan to achieve these

goals.

Section 11.3 – When filling a regular position, the College may consider, but is not obliged to consider promotion of a bargaining unit employee from within the department in which the vacancy exists before considering other candidates. If no such promotion occurs the College shall post BEST jobs within the bargaining unit for at least five (5) working days and follow the procedures in Section 11.3.1. A copy of each job posting shall be forwarded to the BEST President and each Association member. Cyclic year employees on leave may, if so requested in writing by June 1st of each year, have announcements sent to them.

Section 11.3.1 – Employees from within the College will be given major consideration regarding promotion and assignment to new or open positions. No external applicants will be placed before qualified internal applicants are tested and interviewed. If a current senior employee applicant is as qualified as a junior or external applicant, the employee with the greatest seniority shall be offered the position.

Any employee who was passed over in seniority shall be given written notice of such fact prior to the date the position is to be permanently filled. The written notice will inform the employee that they may request to meet with the Human Resources representative within five (5) working days. The Human Resources representative will state the College's reasons and if requested by the employee, provide written documentation demonstrating why the internal applicant was not offered the position.

ARTICLE XII

PROBATION

1. New Hires

Section 12.1 – Each new hire shall remain in a probationary status for a period of one hundred eighty calendar days (180) following the hire date, provided that no working days are missed. The probation period will be adjusted on a workday-for-a-workday basis, for missed workdays.

Cyclic employees shall remain in a probationary status for a period of one hundred twenty workdays (120) following the hire date, provided no working days are missed. The probationary period will be adjusted on a workday-for-a-day basis, for missed workdays.

The parties agree the College will:

- a. Provide all probationary employees with a clear description of the responsibilities of their position; and
- b. Provide an orientation and training to ensure all probationary employees understand the responsibilities, requirements, tasks,

etc. of their position.

An employee who transfers, promotes, or voluntarily demotes prior to completing their initial probationary period will serve a new probationary period in accordance with Section 12.1, unless adjusted by the employer for time already served in probationary status. Should the probationary period be extended past their initial probationary period (as outlined above), the employee will be granted the ability to start using their accrued vacation and personal leave starting the day after the original date their initial probationary period would have ended, as outlined in Sections 8.2.6 and 9.9.

If at any time during the probationary period the College feels that the employee is not meeting performance expectations, a conference will occur with the employee to discuss said deficiencies and if necessary, a plan of improvement will be developed to address these deficiencies.

During the probationary period, the College may discharge probationary employees at its discretion.

Section 12.2 – Upon successful completion of the probationary period, the employee specified in Section 12.1, herein, will be subject to all rights and duties contained in this Agreement retroactive to the hire date.

1. Employees Changing Job Classification or Making Lateral Moves Within Job Classification

Section 12.3 – Employees changing job classifications or making a lateral move within classification shall remain in a trial service status for a period of ninety (90) days, provided that no working days are missed. The probation period will be adjusted for missed workdays. This ninety (90) days is a trial service period, as defined in Section 1.4.1.14. If at any time during the trial service period the College feels that the employee is not meeting performance expectations, a conference will occur with the employee to discuss said deficiencies.

The parties agree the College will make every effort to support the employee as set forth in Article XI:

- a. Provide all employees in trial service status with a clear description of the responsibilities of their new position; and
- b. Provide an orientation and training to ensure all employees in trial service status understand the responsibilities, requirements, tasks, etc. of their position.

During the trial service period, the College, at its discretion, may require the employee to return to the previously held position, for reasons of qualification, ability, and/or performance. These reasons shall be set forth in writing to the employee.

Section 12.3.1 – Employees specified in Section 12.3 above shall suffer no change in rights and duties contained in this Agreement during the stated

trial service.

2. Nothing in the provisions above shall be construed to undermine the day-to-day working relationship between probationary/trial service employees and either the trial position supervisor or the previous supervisor.

ARTICLE XIII

LAYOFF AND RECALL

Section 13.1 – In the event of layoff, employees so affected are to be placed on a reemployment list maintained by the College according to layoff ranking within classifications. Such employees are to have priority in filling an opening for which they are qualified in the classification held immediately prior to layoff. Employees are to be recalled in reverse order of layoff; i.e., the last employee laid off (with the earliest hire date) shall be the first employee recalled for positions for which the employee is qualified. Names shall remain on the reemployment list for twenty-four (24) months. An employee on layoff status shall maintain the seniority rights accrued at the time of layoff. However, seniority shall not accrue during layoff status.

Section 13.2 – Employees on layoff status shall file their addresses in writing with the Human Resources Office of the College and shall thereafter promptly advise the College in writing of any change of address. Employees on layoff status requesting substitute assignments, in their general job classification, shall notify the College in writing.

Section 13.3 – An employee shall forfeit rights to reemployment as provided in Section 13.1 if the employee does not comply with the requirements of Section 13.2 or if the employee does not respond to the offer of reemployment within ten (10) working days of receipt by certified mail to the address pursuant to Section 13.2.

Section 13.4 – 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.

Section 13.5 – Layoff and recall will be administered in accordance with BTC Procedure 529.0. If in the future, both parties agree that the Layoff and Recall Procedure 529.0 does not meet their needs, an amended process shall be resolved through the Conference Committee.

ARTICLE XIV

INVOLUNTARY TRANSFER

Section 14.1 – Prior to making involuntary transfers, the College shall seek qualified volunteers from within the job classification. If two or more qualified employees volunteer, the determination of the employee being transferred will be subject to Article X Seniority.

Section 14.2 – Involuntary transfers shall be within job classifications subject to Article X Seniority.

Section 14.3 – Normally, an employee to be involuntarily transferred shall receive ten (10) working days' notice prior to such transfer.

ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES; RESIGNATION AND ABANDONMENT

Section 15.1 – The College shall have the right to discipline or discharge an employee for just cause. The issue of just cause shall be resolved in accordance with Article III, Section 3.3, and the grievance procedure hereinafter provided. The College agrees to follow a policy of progressive discipline that normally includes in this order: oral warning, written reprimand, suspension, and discharge. This process shall be utilized unless the severity of the employee's actions justifies a departure from said process. If the College has reason to reprimand an employee, care should be taken not to embarrass the employee before other employees or the public.

Section 15.2 – Except in extraordinary cases, and as otherwise provided in this Article, the College will give employees two (2) weeks' notice of intention to discharge.

Section 15.3 – *Voluntary Resignation.* Except in extraordinary cases, employees shall provide the College a minimum of two (2) weeks notification in the event of resignation or any other voluntary termination. Employees not providing a minimum of two (2) weeks' notice will, subject to the grievance procedure, forfeit all accrued benefits.

Section 15.4 – *Unauthorized Absence/Abandonment.* When an employee has been absent without authorized leave and has failed to contact the employer for a period of three (3) consecutive workdays, the employee is presumed to have abandoned their position. The employer will make at least two (2) attempts to

contact the employee to determine the cause of the absence. Each attempt to contact will include calling the employee at their contact phone number and their emergency contacts on file with the employer. The employer may also request a welfare check.

Section 15.5 – Notice of Separation. When an employee’s abandonment is presumed in accordance with Section 15.4 above, the employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee.

Section 15.6 – Petition for Reinstatement. An employee may petition the employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the employer or postmarked within ten (10) calendar days after the separation notice was deposited in the U.S. mail.

Section 15.7 – Grievability. Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the employer at the time of the petition for reinstatement.

ARTICLE XVI

INSURANCE AND RETIREMENT

Section 16.1 – Benefits. As a Washington State agency, Bellingham Technical College agrees to provide and pay premiums for all basic benefits authorized through the State Public Employees Benefits Board (PEBB) and the Health Care Authority (HCA) at the maximum provided by law and funded by the legislature. These include medical, dental, basic life, and long-term disability insurance coverage to eligible employees.

Section 16.2 – Eligibility. All employees are eligible for PEBB benefits through the HCA subject to PEBB regulations.

Section 16.3 – Termination/Retirement. Employees who leave BTC, or who are laid off, or retire are eligible to continue medical/dental benefits in accordance with the federal COBRA laws. Other conversions for life insurance may be available. Full information about PEBB benefits is available in the Human Resources Office.

Section 16.4 – Industrial Insurance. The College agrees to provide no-fault accident and disability coverage by buying into the Washington State Fund, under the state’s Industrial Insurance Act. The premium is paid by both BTC and the employee based on hours worked per month and at a rate set by the state.

The Certificate of Coverage will be posted on the Human Resource Office bulletin board. The complete coverage is explained in detail in the Worker’s Guide to Industrial Insurance Benefits available through the College’s Human Resources

Office and the Department of Labor and Industries, P.O. Box 4400, Olympia, WA 98504-4000.

Section 16.5 – Retirement. Eligible bargaining unit members will be under the Washington State Public Employees' Retirement System.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

The College recognizes the value of having its employees participate in education and skill development training to enhance an employee's ability to perform their job duties. The College encourages training and development opportunities for all classified staff. Consideration of professional development opportunities will be provided to employees in accordance with supervisor approval, college policies and procedures, and available resources.

Section 17.1 – Bargaining unit employees of the College may request a tuition waiver per BTC Procedure 520.0 to attend courses at Bellingham Technical College. Employees may also request a tuition waiver under the Washington State Employee Tuition Waiver Program (RCW 28B.15.558) to attend courses at other Washington State Higher Education Institutions. These programs are on a space-available basis and other restrictions may apply.

Section 17.2 – Professional development activities must be of mutual benefit to the College and the employee. All employees covered under this Agreement are eligible for professional development, provided that the supervisor can arrange the schedule, funding is available, and that the time spent for professional development does not result in overtime compensation as defined in Section 7.8 or a shift differential as defined in Section 7.9.

Section 17.3 – Bargaining unit employees attending professional development activities required by the College as a condition of continued employment will be paid at their appropriate rate for all time in attendance plus any fee. Funds for such activities will be paid from the individual budgets of the College. Attendance at employer-required training will be considered time worked and paid accordingly. Travel associated with training will be paid in accordance with applicable wage and hour laws.

If an employee has been asked to serve on a governing committee, committee time is considered work time and will be paid. The College reserves the right to adjust the employee's schedule to ensure that committee work does not require/create overtime pay.

Section 17.4 – It is the intent of both parties that every effort will be made to allow employees to attend College-sponsored workshops.

ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTIONS

Section 18.1 – The Association, as the legally recognized exclusive bargaining representative of the employees described in the Recognition and Coverage of Agreement clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association an amount equal to the dues and fee required for membership in the Association. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the Association and signed by the employee.

Section 18.2 – The College shall deduct Association dues from the pay of each employee who authorized such deduction in writing pursuant to RCW 41.53.110.

On or about September 1 of each academic year, the Association shall give written notice to the College of the dollar amount of Association dues (including but not limited to the National Education Association, the Washington Education Association, and BEST) to be deducted in the coming year under payroll deductions. The Association will provide a copy of the deduction form to the College's payroll office for each new employee or reenrolling employee before deductions can occur.

The deductions authorized by the employee shall be made in twenty-four (24) equal amounts beginning with the first pay period in September through the last payroll in August each year. Deductions will be made in twenty (20) equal payments for cyclic 10-11 month employees between September and June. Deductions for employees who commence employment or enroll in the Association after September 1 shall be spread equally over the remainder of the pay periods. The College shall transmit all such funds deducted to the Washington Education Association on a monthly basis accompanied by a list of employees for whom deductions have been made.

The College will notify the Association of all new hires within ten (10) working days of the hire date. New employees can review and print a copy of the current Agreement from the BTC intranet.

Section 18.3 – Upon BEST and WEA satisfying State Board for Community and Technical Colleges (SBCTC) requirements and providing documentation to BTC indicating SBCTC approval, the College shall allow authorized payroll deductions of dues for political action committees connected with NEA, WEA, or the Association. Authorizations and revocations shall be made in writing and in accordance with the internal rules governing such committees and legal requirements governing such authorized payroll deductions.

Section 18.4 – The Association hereby declares and provides that it shall indemnify and hold harmless the College, its officers, agents, or employees, against any claim made or any suit instituted against the College or said persons, individually

or severally, resulting from dues deductions or dismissal to this Article.

Section 18.5 – The College will notify the Association of all new hires within ten (10) working days of the hire date. At the time of hire, the College will inform the new hire of the terms and conditions of this Article.

Section 18.6 – Nothing contained in this Agreement shall require Association membership of employees who object to such membership based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount equivalent to normal dues to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association cannot agree on such matter, it shall be resolved by the Public Employment Relations Commission pursuant to RCW 42.56.122 and Chapter 391-95 WAC.

Section 18.7 – *Check off.* The College shall deduct WEA dues or service charges from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. The College shall transmit all such funds deducted to the Treasurer of the Washington Education Association on a monthly basis.

Section 18.8 – The Association hereby declares and provides that it shall indemnify and hold harmless the College, its officers, agents, or employees, against any claim made or any suit instituted against the College or said persons, individually or severally, resulting from dues deductions or dismissal pursuant to Section 18.4.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 19.1 – *Purpose.* The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances or these procedures shall not interfere with regular duties.

Section 19.2 – *Definitions.*

Section 19.2.1– *Grievant.* A grievant is an employee, group of employees, or, in the case of the Association's contractual rights, the Association.

Section 19.2.2 – *Grievance.* A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

Section 19.2.3 – *Days.* Days in this procedure are employee workdays.

Section 19.3 – *Timelines.* Grievances shall be processed in the following manner

and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the College at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant (employee or Association) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 19.4 – Representation. The grievant may waive the Association's involvement in the procedures at any step. If the grievant elects not to have Association representation, the Association shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

Section 19.5 – Process.

Section 19.5.1 Step 1. Informal Level. Informal Submission of Grievance to Supervisor. Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known or reasonably should have been known, the employee shall attempt to resolve the grievance informally with the immediate supervisor. In presenting the grievance, the employee may elect to be accompanied by a representative of the Association. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Section 19.5.2 Step 2. Formal Level. Written submission of Grievance to Supervisor. If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response. The written grievance shall contain:

- A. A clear and concise statement of the alleged grievance including the facts upon which the grievance is based;
- B. Reference to the specific terms of the Agreement that have been allegedly violated;
- C. Issues involved; and
- D. Remedy sought.

In presenting the grievance, the employee may elect to be accompanied by a representative of the Association. The immediate supervisor will inform the employee and the Association in writing of the disposition of the grievance within ten (10) days of the presentation of the written grievance.

Section 19.5.3 Step 3. Presidential Level. Written Submission of Grievance to the President.

Section 19.5.3.1 – Individual Grievance. If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The President or their representative will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the Association, within ten (10) days of receipt of the grievance.

Section 19.5.3.2 – Association Grievances. A grievance which the Association may have against the College, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Association rights, shall be commenced by filing in writing (in the format of Step 2 above) with the President. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The President or their representative and the Association will have ten (10) days from the receipt of the grievance to resolve it.

Section 19.5.4 Step 4. Arbitration. If no settlement is reached in Step 3, the Association may request that the matter be submitted to an arbiter as hereinafter provided.

Section 19.5.4.1 – Written notice of a request for arbitration shall be made to the President within ten (10) days of receipt of the disposition letter at Step 3.

Section 19.5.4.2 – Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this agreement.

Section 19.5.4.3 – When a timely request has been made for arbitration, the parties shall attempt to select a mutually acceptable impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of Section 19.5.4.4, below, shall apply to the selection of an arbiter.

Section 19.5.4.4 – The parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbiters. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbiters is received, the parties shall meet and strike from the list those unacceptable arbiters. The right to strike the first name from the panel shall be determined by lot. The parties, in turn, shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter.

Section 19.5.4.5 – Arbitration proceedings shall be in accordance with the following:

- A. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
- B. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
- C. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.
- D. The arbiter shall rule only on the basis of information presented in the hearing and shall refuse to receive any information after the hearing except by mutual agreement.
- E. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined and directed to the matters set forth in the grievance.
- F. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- G. The costs for the services of the arbiter, including per diem expenses, if any, and their travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the College and the Association. All other costs and expenses will be borne by the party incurring them.

- H. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

Section 19.6 – Binding Effect of Award. All decisions arrived at under the provisions of this Article by the representatives of the College and the Union at Steps 1, 2, and 3, or by the arbiter, shall be final and binding upon both parties, provided, however, that in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

Section 19.7 – Limits of the Arbiter. The arbiter cannot order the College to take action contrary to law.

Section 19.8 – No Duty to Maintain Status Quo. The College has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

Section 19.9 – Freedom from Reprisal. There will be no reprisals against the grievant or others as a result of their participation in this process.

ARTICLE XX

EVALUATIONS

Section 20.1 – The College will annually evaluate the performance of all employees subject to this Agreement. Evaluations for all employees will be completed by the employee's hire date as determined by the procedure defined in Article X. If in the future both parties agree that the evaluation process does not meet their needs, an amended process shall be resolved through the Conference Committee.

Section 20.2 – In the event that any evaluation report indicates that the employee has serious performance deficiencies in one or more areas of the evaluation, the evaluator shall make a specific written plan for improvement in the areas of performance deficiency indicating measures that the employee might take to improve their performance in the deficient areas. Such plan may include College paid professional development or classes if appropriate. The College will provide the employee with a reasonable amount of time for the employee to implement the plan and any suggestions for improvement.

Section 20.3 – In addition to the formal evaluation procedure defined above, supervisors who have concerns about an employee's job performance, at any time during the year, will advise the employee of the concerns and give suggestions for improvement.

Section 20.4 – Evaluation will consist of three components – Performance and Development Planning, Performance Reviews and Feedback, and Performance Evaluation. The procedures for these components will be as follows:

Performance and Development Planning

The supervisor and employee will conduct a session to review and discuss the evaluation process and performance priorities as identified by either party:

- At the beginning of the review period (180 calendar days, per Section 12.1) for probationary/new employees;
- At the beginning of the trial service period (90 calendar days, per Section 12.3) for employees changing job classification or transferring within job classifications;
- Annually, prior to the employee's hire date.

Performance Reviews and Feedback

The supervisor and the employee will conduct a review/feedback session at least once, more often if necessary, during the first half of the review period; and a performance evaluation review during the two (2) weeks prior to the end of the review period.

- The review/feedback session is an opportunity to “check in,” to discuss and adjust performance priorities, establish new initiatives, and identify resources.
- The performance evaluation review is a narrative and quantitative assessment of performance and interim reviews. The supervisor prepares an evaluation draft based on observed or verified work performance; the degree to which the employee accomplished the duties and responsibilities of the job; and how well the employee demonstrated the expected knowledge, skills, and behaviors. The supervisor shares and finalizes the draft with their supervisor, and then provides the draft to the employee at least two (2) days in advance of meeting for review.

Performance Evaluation

The supervisor and employee will conduct an evaluation session no later than the last two (2) weeks of the review period.

- In advance of the meeting, the supervisor may request a self-assessment from the employee, providing feedback from the employee's perspective as to their job performance. The intent at this point is to have an open and constructive discussion of work performance for the review period, based on observed or verified work performance,

the degree to which the employee accomplished the duties and responsibilities of the job; and how well the employee demonstrated the expected knowledge, skills and behaviors. The employee is reminded that they have the right to attach written comments to be filed in the employee's personnel file.

- The supervisor prepares the final evaluation and shares it with the employee. Both sign the final evaluation form. (The employee's signature means that the employee has been advised of their performance status and does not necessarily imply that the employee agrees with the evaluation.) The supervisor provides the employee a copy.
- The original is forwarded to the supervisor's supervisor and then to Human Resources. Human Resources provides the employee a signed copy (all supervisors) of what is placed in the Personnel File. A new performance review period begins at this point.

ARTICLE XXI

SALARIES AND EMPLOYEE COMPENSATION

Section 21.1 – Employees shall be compensated for all hours worked in accordance with the provisions of this Agreement and applicable state and federal regulations. Salary and leave information will be printed on each pay stub and information concerning current medical/dental/vision insurance benefits will be available upon employee request in the Human Resources Office.

Section 21.2 – On or before June 15 of each year, cyclic year employees shall receive a letter of employment for the next fiscal year, informing them of any changes in their employment, including periods of leave without pay.

Section 21.3 – Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Schedule A. Schedule A and updates to Schedule A are by this reference incorporated into this Agreement. Schedule A shall be revised in accordance with cost of living adjustments or other negotiated changes.

Section 21.3.1 – Salaries contained in Schedule A and updates to Schedule A shall be for the entire term of this Agreement, and subject to the terms and conditions of this Article and Article XXIII, Section 23.3.

Section 21.3.2 – Positions within general job classifications shall be enumerated on a Schedule B form attached hereto and thereby categorized as to their Schedule A rate. Schedule B is by this reference incorporated into

this Agreement.

Section 21.4 – For purposes of calculating daily hours, time worked shall be rounded to the next one-quarter (1/4) hour.

Section 21.5 – Employees shall be compensated in accordance with the state employee's payroll system as follows: all compensable hours (hours of work, vacation, and holiday) shall be paid at the semi-monthly rate. Checks shall be issued according to said system. The College will make adjustments as required.

Section 21.6 – Any employee required to travel in a private vehicle on College business shall be reimbursed for such travel on a per-mile basis at the current state rate.

Section 21.7 – Employees required to remain overnight on College business shall be reimbursed for room and board expenditures according to applicable state guidelines.

1. Employees shall receive periodic increments within the steps of the salary range. The salary of each employee shall be increased two steps on schedule A on the periodic increment date and annually thereafter on the periodic increment date, not to exceed the maximum step of the range.
2. When the periodic increment date falls on the same effective date as another salary action, the periodic increment date shall be applied prior to, and in addition to, any other action resulting in a salary increase or decrease.

Section 21.8 – Salary – *Promotion, Demotion, or Transfer.*

1. *Promotion.* An employee who is promoted shall be paid at the salary step of the new range which represents no less than a three percent (3%) increase over the salary received immediately prior to the promotion. If the 3% pay increase falls between two steps of the new range, the increase shall be rounded up to the next higher step of the new range, provided however, all promotional increases must not be less than the minimum step of the salary range for the class.
2. *Temporary Higher Classification.* As per Section 7.6, when an employee is asked to work in a higher classification (i.e., leave of absence, FMLA, vacant position), the employee's supervisor will have a conversation documenting any adjusting of workload as necessary. Adjustments under temporary assignment

will be paid as outlined in Section 21.8.1.

3. *Voluntary or Involuntary Demotion or Transfer.* An employee who voluntarily or involuntarily demotes, or transfers to another position with a lower salary range maximum, will be placed in the new range at a salary equal to their previous base salary. If the current salary falls between two steps of the new range, the salary shall be rounded up to the next higher step of the new range. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

Section 21.9 – New employees who are hired above Step A of the salary range will receive a two (2) step increase annually, on their hire date, until they reach the top of the pay range. Within thirty (30) days of the new hire's start date current employees that hold the same position within the same department and believe they can demonstrate qualifications comparable to the newly hired employee may appeal in writing to Human Resources to seek comparable compensation. For the purpose of this section:

- a. Deans' program office coordinators shall be considered to hold comparable positions.

Current employees that demonstrate comparable qualifications shall receive comparable compensation.

Section 21.10 – Periodic Increment Date:

1. An employee establishes their periodic increment date at the time of hire for a regular position, consistent with Section 21.10.2.
2. For purposes for payment of periodic increment increases, the effective date shall be determined as follows:
 - a. The first of the current month for actions occurring between the first and the fifteenth of the month;
 - b. The first of the following month for actions occurring between the sixteenth and the end of the month.
3. The periodic increment date of all employees may be modified as follows:
 - a. When a leave of absence without pay exceeds ten (10) working days in any calendar month or exceeds ten (10) consecutive working days, the date will be extended by one month;
 - b. When employees return from layoff status, the date will be reestablished and extended by an amount of time equal to the period of layoff in order to give credit for time served in a salary step prior to layoff;

- c. When a cyclic year position leave of absence without pay exceeds ninety calendar days, the periodic increment date shall be extended on a month-for-month basis. Provision (a) of this subsection shall apply to that period exceeding the ninety calendar days.

Section 21.11 –Employees shall receive Cost of Living Adjustments and benefits mandated by Initiative 732 and other salary or benefit increases funded by general funds of the state of Washington.

- 1. Effective July 1, 2023, the base salary of each employee shall be increased by an amount equal to the State Cost of Living Adjustment (COLA) mandated by Initiative 732 (8.9%), along with additional salary or benefit increases provided by the State.

In addition, effective on July 1, 2023, the Fiscal Technician IV classification will be adjusted from Range 7 to Range 8. The following employees will be reclassified from Fiscal Technician III to Fiscal Technician IV and moved from Range 7 to Range 8:

- a. Joanna Baxley
- b. Bonita Chiono
- c. Becky Jones
- d. Marina Polishuk
- e. Lindsey Putnam

In addition, effective on July 1, 2023, a new classification of Program Specialist will be added to Range 9. The following employees will be moved from Program Office Coordinator Range 8 to Range 9:

- a. Billie Baker
- b. Stella Gardiner
- c. Autumn Kline
- d. Wendy Riedy
- e. Tracy Weber
- f. Heide Willbrandt

In addition, effective on July 1, 2023, the following employees will be reallocated as follows:

- a. Toni Bistodeau to Registration/Enrollment Clerk IV, Range 7
- b. Andrea Schuman to Registration/Enrollment Clerk IV, Range 7
- c. Sallie Davis to Program Specialist II, Range 10

- 2. Effective July 1, 2024, the base salary of each employee shall be increased by an amount equal to the State Cost of Living Adjustment (COLA) mandated by Initiative 732, if funded, along with an additional salary or benefit increase provided by the State; plus 1.5% applied to the base salary, not to exceed a maximum increase of 7.0%. If the I-732 increase is above 7.0%, then the base salary of each employee

shall be increased by the I-732 amount.

3. Effective July 1, 2025, the base salary of each employee shall be increased by an amount equal to the State Cost of Living Adjustment (COLA) mandated by Initiative 732, if funded, along with an additional salary or benefit increase provided by the State; plus 1.5% applied to the base salary, not to exceed a maximum increase of 6.75%. If the I-732 increase is above 6.75%, then the base salary of each employee shall be increased by the I-732 amount.

In addition, effective on July 1, 2025, the Longevity Differential for employees with more than 10 years longevity (i.e., 10 years + 1 day), will be increased to \$0.75 per hour. For employees with 15 years (i.e., 15 years + 1 day), the Longevity Differential will increase to \$0.50. For employees with more than 20 years longevity (i.e., 20 years + 1 day), the Longevity Differential will be increased to \$0.75 per hour.

ARTICLE XXII

SAFETY & HEALTH

Preface – The parties recognize the need to address employee safety and health concerns in a prompt and cooperative manner. To this end, the parties agree that when an employee or group of employees raises a health and/or safety-related concern the Association and College will meet as soon as possible to discuss ways of addressing the concern. The parties recognize that situations may arise that pose an immediate threat to the health or safety of employees and others on campus. In the event of such circumstances, the Association and the College will meet as soon as reasonably possible to discuss the implementation of steps that the College felt were necessary to protect the health and safety of staff and others. Nothing in this statement shall preclude the College from taking immediate action in response to emergency conditions.

Section 22.1 – When the College has information that there is a credible threat to safety and health, the college will address that threat and notify all employees.

Section 22.2 – Statistics on crime and incidents that occur on campus will be reported annually to all employees during Fall Quarter.

Section 22.3 – The College will maintain a safety committee in accordance with WAC 296-24-045 and include members of BEST.

Section 22.3.1 – The safety committee will also address issues surrounding a campus safety plan that includes: creating a socially safe environment, a secure environment, and an emergency response or crisis management team.

Section 22.3.2 – Representatives from BEST on the safety committee will act as a liaison to the Association on safety matters and be empowered to place issues of safety and health on the safety committee agenda.

Section 22.4 – Employee Equipment Requests

Section 22.4.1 – Ergonomic Assessment. Employees may request an ergonomic assessment of their workstation to determine equipment needs, modifications, etc. If a request for an ergonomic assessment is denied, the supervisor will place the reasons for such denial in writing and provide these to the employee within ten (10) workdays of the date of the employee's request.

Section 22.4.2 – Equipment Request. Employees may request such equipment as is necessary to fulfill their duties. Employees must place such requests in writing using the BEST Employee Equipment Request Form, Appendix B, and include the rationale for the equipment request.

Section 22.4.3 – Supervisors will respond to equipment requests within ten (10) workdays. In the event the supervisor requires an ergonomic assessment of the employee's workstation, such assessment will occur in a timely fashion but no later than thirty (30) workdays from the date of the employee's equipment request. If the employee's request for equipment is denied, the supervisor will place the reasons for such denial in writing and provide these to the employee.

Section 22.4.4 – Employees will have ten (10) workdays to appeal this decision to a college-level administrator. The college-level administrator responsible for the appeal must respond within ten (10) workdays and may require an ergonomic assessment of the workstation if one has not yet been conducted. Such assessment will occur in a timely fashion but no later than thirty (30) workdays from the date of the employee's appeal. If the employee's request for equipment is denied, the administrator will place the reasons for such denial in writing and provide these to the employee.

Section 22.5 – *Accommodations*. Employee requests for equipment based on an individual's health condition are subject to relevant law on this subject.

ARTICLE XXIII

TERM AND SEPARABILITY OF PROVISIONS

Section 23.1 – The term of this Agreement shall be July 1, 2023, to June 30, 2026. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the contract expiration date.

Section 23.2 – All provisions of this Agreement shall be applicable to the entire term of this Agreement notwithstanding its execution date, except as provided in the following section.

Section 23.3 – The parties acknowledge that each has had unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise.

Section 23.4 – This 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.

Section 23.5 – It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found contrary to existing law by court decision, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

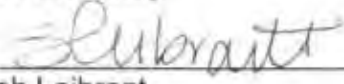
Section 23.6 – In the event either of the two (2) previous sections are determined to apply to any provision of this Agreement, such provision shall be renegotiated pursuant to Section 23.3.

Section 23.7 – This Agreement constitutes the negotiated Agreement between the College and the Association and supersedes any previous Agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College that shall be contrary to or inconsistent with its terms.

On behalf of Bellingham Educational Support Team

Dated this 26 day of June 2023


By: 
Sallie Davis
BEST President

By: 
Sarah Leibrant
BEST Bargaining Team Member

On behalf of Bellingham Technical College

Dated this 26th day of June 2023

BELLINGHAM TECHNICAL COLLEGE

By: 
Richard Kaiser
Board of Trustees Chair

By: 
James Lemerond
President of BTC

APPENDIX A

POSITION ALLOCATION–REALLOCATION PROCEDURES

CLASSIFIED STAFF BEST

GENERAL PROVISIONS

The Human Resources Executive Director shall allocate or reallocate each classified position to the appropriate class from the classification plan. In determining the class to which the position should be allocated, specifications describing each classification shall be considered as a whole. Consideration will be given to the general duties, specific tasks, responsibilities, and relationships to other classes as a composite description. The Human Resources Executive Director shall allocate the position to the class which best describes the overall duties and responsibilities.

When there are permanent and substantive changes in the functions of an existing position involving the addition, reduction, or modification of duties and responsibilities, the Human Resources Executive Director shall reallocate the position to the appropriate class. These changes may be immediate or over a period of more than six months and must constitute more than twenty-five percent (25%) of the duties of the position. The employee shall be notified of the action including the effective date, and be informed that the placement may be appealed within thirty (30) calendar days of notification or the effective date of the action, whichever is later.

POSITION REVIEW

Whenever an employee feels that their position is not allocated to the proper class, the employee or their representative may request a position review by the Human Resources Executive Director:

- a. The request must be in writing and describe the work assigned and performed which is alleged to be outside the class specification; and
- b. Six (6) months must have elapsed since the date of the employee's last request for a review of this position.

A Position Questionnaire packet may be obtained from the Human Resource Office or the BTC Intranet. The questionnaire is returned to the Human Resource Office before it is forwarded to the supervisor.

Human Resources will investigate the position and issue a written response to the employee within sixty (60) calendar days of receipt of the request. The response shall include a notice to the employee that a grievance may be exercised within thirty (30) calendar days of receipt of the response or from the effective date of the action, whichever is later. In addition, the response will include either:

1. Notification of the reason(s) the position does not warrant reallocation when the request is not approved; or
2. Notification of the class and salary assigned when the position is reallocated.

EFFECTIVE DATE

The effective date of allocations or reallocations initiated by the College shall be determined by the Human Resources Executive Director.

The effective date of reallocations resulting from an employee or employee representative request for position review will be established as of the date the request is filed with the Human Resource Executive Director.

POSITION ALLOCATION – EFFECT ON INCUMBENT

1. An employee occupying a position that is reallocated to a class with a higher salary range maximum is affected as follows:

When reallocation is a result of an accumulation of duties over a period of at least six months, the incumbent may elect to remain in the position. Successful completion of the higher-level duties by the incumbent for at least six months satisfies the examination requirement and confers regular status. When reallocation will require immediate changes in the duties of the position, it will be filled in accordance with the bargaining agreement.
2. In the case of BEST incumbents, if the position is in the same class the incumbent will be allowed to remain in the position in a probationary status for a period not to exceed forty-five (45) days actually worked in accord with Article XII, Section 12.3 of the current working agreement.
3. An employee occupying a position that is reallocated to a class with a lower salary range maximum, either through the questionnaire process or as determined by the College, will have the following options:
 - a. Transfer to a vacant position within the current class;
 - b. Demote with the position, with redline pay; or
 - c. Placement on layoff lists as would be provided in Article XIII of this bargaining agreement.

APPENDIX B

BEST EMPLOYEE EQUIPMENT REQUEST FORM

Name: _____ Date of Request: _____

Position: _____ Phone Ext: _____

Type of request? _____ Equipment _____ Ergonomic Assessment* _____ New Employee

_____ New Workstation _____ Discomfort _____ Other (list)

Type of workstation/equipment requested: _____ Desk arrangement _____ Furniture

_____ Computer Workstation _____ Other (List)

Describe reason for request: _____

Employee's signature: _____ Date: _____

Approved: _____ Denied: _____ Reason for denial: _____

Supervisor's signature: _____ Date: _____

*For assessments, form must be submitted to HR

Employee equipment requests are subject to the BEST negotiated agreement Per Article XXII.

Section 22.4.1 – Ergonomic Assessment. Employees may request an ergonomic assessment of their workstation to determine equipment needs, modifications, etc. If a request for an ergonomic assessment is denied, the supervisor will place the reasons for such denial in writing and provide these to the employee within ten (10) workdays of the date of the employee's request.

Section 22.4.2 – Equipment Request. Employees may request such equipment as is necessary to fulfill their duties. Employees must place such requests in writing using the BEST Employee Equipment Request Form, Appendix B, and include the rationale for the equipment request.

Section 22.4.3 – Supervisors will respond to equipment requests within ten (10) workdays. In the event the supervisor requires an ergonomic assessment of the employee's workstation, such assessment will occur in a timely fashion but no later than thirty (30) workdays from the date of the employee's equipment request. If the employee's request for equipment is denied, the

supervisor will place the reasons for such denial in writing and provide these to the employee.

Section 22.4.4 – Employees will have ten (10) workdays to appeal this decision to a college-level administrator. The college-level administrator responsible for the appeal must respond within ten (10) workdays and may require an ergonomic assessment of the workstation if one has not yet been conducted. Such assessment will occur in a timely fashion but no later than thirty (30) workdays from the date of the employee’s appeal. If the employee’s request for equipment is denied, the administrator will place the reasons for such denial in writing and provide these to the employee.

APPENDIX C

COVERT SURVEILLANCE MEMORANDUM OF UNDERSTANDING

**Between
Bellingham Educational Support Team (“BEST”)
And
Bellingham Technical College (“College”)**

Regarding the BEST’s proposal on Covert Surveillance and the College’s proposals on Electronic Monitoring Language:

In the interests of resolving a labor dispute arising out of collective bargaining between the parties, both parties agree to withdraw their respective proposals and counterproposals related to the above captioned matter.

In withdrawing its proposals, the BEST does not waive its claim that the issue is a proper subject of bargaining nor does the withdrawal constitute a waiver of any rights it has to bargain over the subject in the future. Likewise, the College does not waive its claim to assert the right to engage in surveillance to the extent it currently does. It is the intent of the parties to restore the status quo preceding collective bargaining over the subject.

APPENDIX D

CONFERENCE COMMITTEE TO TEMPORARY HIGHER CLASSIFICATIONS, VOLUNTARY OR INVOLUNTARY DEMOTION, AND/OR VOLUNTARY OR INVOLUNTERY TRANSFER MEMORANDUM OF UNDERSTANDING

**Between
Bellingham Educational Support Team (BEST)
And
Bellingham Technical College (“College”)**

As relates to Article VI Conference Committee, Article XIV Involuntary Transfer, and Article XXI Salaries and Employee Compensation, Section 21.8 Salary – Promotions, Demotion, or Transfer, BEST may request the College to convene a conference committee to discuss changes in workload, work duties, and priorities due to a temporary higher classification, a voluntary or involuntary demotion, and/or voluntary or involuntary transfer.

SCHEDULE A

SALARY SCHEDULE 7/2023 – 6/2024

Range	NEW Step A	NEW Step B	NEW Step C	NEW Step D	NEW Step E	NEW Step F	NEW Step G	NEW Step H	NEW Step I	NEW Step J	NEW Step K	@.50 K+10 yr (L)	@.25 K+15 yr (M)	@.50 K+20 yr (N)
2 Annual	38,148	39,156	40,272	41,316	42,372	43,416	44,508	45,540	46,584	47,700	48,768	49,824	50,340	51,384
Monthly	3,179	3,263	3,356	3,443	3,531	3,618	3,709	3,795	3,882	3,975	4,064	4152	4195	4282
Hourly	18.27	18.75	19.29	19.79	20.29	20.79	21.32	21.81	22.31	22.84	23.36	23.86	24.11	24.61
3 Annual	39,288	40,380	41,436	42,480	43,596	44,628	45,660	46,704	47,820	48,900	50,040	51,096	51,612	52,656
Monthly	3,274	3,365	3,453	3,540	3,633	3,719	3,805	3,892	3,985	4,075	4,170	4258	4301	4388
Hourly	18.82	19.34	19.84	20.34	20.88	21.37	21.87	22.37	22.90	23.42	23.97	24.47	24.72	25.22
4 Annual	40,296	41,364	42,420	43,488	44,532	45,576	46,656	47,748	48,828	49,968	51,120	52,164	52,680	53,724
Monthly	3,358	3,447	3,535	3,624	3,711	3,798	3,888	3,979	4,069	4,164	4,260	4347	4390	4477
Hourly	19.30	19.81	20.32	20.83	21.33	21.83	22.34	22.87	23.39	23.93	24.48	24.98	25.23	25.73
5 Annual	41,268	42,300	43,380	44,508	45,612	46,680	47,784	48,864	50,004	51,156	52,320	53,364	53,892	54,936
Monthly	3,439	3,525	3,615	3,709	3,801	3,890	3,982	4,072	4,167	4,263	4,360	4447	4491	4578
Hourly	19.76	20.26	20.78	21.32	21.84	22.36	22.89	23.40	23.95	24.50	25.06	25.56	25.81	26.31
6 Annual	43,380	44,508	45,612	46,680	47,784	48,864	50,004	51,156	52,320	53,568	54,780	55,836	56,352	57,396
Monthly	3,615	3,709	3,801	3,890	3,982	4,072	4,167	4,263	4,360	4,464	4,565	4653	4696	4783
Hourly	20.78	21.32	21.84	22.36	22.89	23.40	23.95	24.50	25.06	25.66	26.24	26.74	26.99	27.49
7 Annual	45,612	46,680	47,784	48,864	50,004	51,156	52,320	53,568	54,780	56,052	57,348	58,404	58,920	59,964
Monthly	3,801	3,890	3,982	4,072	4,167	4,263	4,360	4,464	4,565	4,671	4,779	4867	4910	4997
Hourly	21.84	22.36	22.89	23.40	23.95	24.50	25.06	25.66	26.24	26.84	27.47	27.97	28.22	28.72
8 Annual	47,784	48,864	50,004	51,156	52,320	53,568	54,780	56,052	57,348	58,668	60,012	61,056	61,572	62,616
Monthly	3,982	4,072	4,167	4,263	4,360	4,464	4,565	4,671	4,779	4,889	5,001	5088	5131	5218
Hourly	22.89	23.40	23.95	24.50	25.06	25.66	26.24	26.84	27.47	28.10	28.74	29.24	29.49	29.99
9 Annual	51,156	52,320	53,568	54,780	56,052	57,348	58,668	60,012	61,296	62,724	64,200	65,256	65,772	66,816
Monthly	4,263	4,360	4,464	4,565	4,671	4,779	4,889	5,001	5,108	5,227	5,350	5438	5481	5568
Hourly	24.50	25.06	25.66	26.24	26.84	27.47	28.10	28.74	29.36	30.04	30.75	31.25	31.50	32.00
10 Annual	54,240	55,500	56,784	58,080	59,412	60,804	62,172	63,612	65,112	66,612	68,136	69,180	69,696	70,740
Monthly	4,520	4,625	4,732	4,840	4,951	5,067	5,181	5,301	5,426	5,551	5,678	5765	5808	5895
Hourly	25.98	26.58	27.20	27.82	28.45	29.12	29.78	30.47	31.18	31.90	32.63	33.13	33.38	33.88
11 Annual	62,172	63,612	65,112	66,612	68,136	69,708	71,316	72,960	74,640	76,344	78,120	79,152	79,680	80,724
Monthly	5,181	5,301	5,426	5,551	5,678	5,809	5,943	6,080	6,220	6,362	6,510	6596	6640	6727
Hourly	29.78	30.47	31.18	31.90	32.63	33.39	34.16	34.94	35.75	36.56	37.41	37.91	38.16	38.66
12 Annual	65,448	66,972	68,460	70,068	71,664	73,308	75,024	76,740	78,516	80,340	82,188	83,232	83,748	84,792
Monthly	5,454	5,581	5,705	5,839	5,972	6,109	6,252	6,395	6,543	6,695	6,849	6936	6979	7066
Hourly	31.34	32.07	32.79	33.56	34.32	35.11	35.93	36.75	37.60	38.48	39.36	39.86	40.11	40.61

SCHEDULE B

BEST JOB CODES, CLASS TITLES, SALARY RANGES, RIF UNITS

Each RIF Unit is delineated by solid black lines.

JOB CODE	JOB CLASS TITLE	SALARY RANGE	EEO-6 A.A. CODE	LAST REV. DATE
100-199	ADMINISTRATIVE SERVICES			
101	REGISTRATION/ENROLLMENT CLERK I	2	4	10/13/1995
102	REGISTRATION/ENROLLMENT CLERK II	5	4	10/13/1995
103	REGISTRATION/ENROLLMENT CLERK III	6	4	10/13/1995
104	REGISTRATION/ENROLLMENT CLERK IV	7	4	10/13/1995
105	FINANCIAL AID ASSISTANT III	6	4	9/23/2005
106	FINANCIAL AID ASSISTANT IV	7	4	9/23/2005
107	FINANCIAL AID COORDINATOR	8	4	10/13/1995
110	SECRETARY	6	4	10/13/1995
111	SECRETARY/SENIOR	7	4	10/13/1995
120	CLERICAL ASSISTANT I	2	4	10/13/1995
121	CLERICAL ASSISTANT II	5	4	10/13/1995
122	CLERICAL ASSISTANT III	6	4	10/13/1995
123	CLERICAL ASSISTANT – LEAD	7	4	10/13/1995
126	INSTRUCTIONAL ASSISTANT I	4	4	10/13/1995
127	INSTRUCTIONAL ASSISTANT II	6	4	7/1/2006
130	PROGRAM OFFICE ASSISTANT	6	4	10/13/1995
131	PROGRAM OFFICE COORDINATOR	8	4	10/13/1995
132	INSTRUCTION PROGRAM SPECIALIST	9	4	7/1/2023
133	PROGRAM SPECIALIST II	10	5	1/8/2008
140	ITRC ASSISTANT I	2	4	10/13/1995
141	ITRC ASSISTANT II	5	4	10/13/1995
142	ITRC ASSISTANT III	6	4	10/13/1995
145	ITRC/LIBRARY SPECIALIST	9	4	5/29/2001
150	HUMAN RESOURCES ASSISTANT	7	4	1/1/2012
200-249	FISCAL SERVICES			
201	FISCAL TECHNICIAN I	2	4	10/13/1995
202	FISCAL TECHNICIAN II	5	4	10/13/1995
203	FISCAL TECHNICIAN III	7	4	7/1/2006
204	FISCAL TECHNICIAN IV	8	4	7/1/2023
206	RETAIL/BOOKSTORE CLERK I	3	4	10/1/2017
207	RETAIL/BOOKSTORE CLERK II	4	4	10/13/1995
208	RETAIL/BOOKSTORE LEAD	7	4	6/13/2011
210	BUYER	8	4	10/13/1995
215	CASHIER I	2	4	10/13/1995
216	CASHIER II	6	4	10/13/1995
220	PAYROLL COORDINATOR	9	4	6/1/1999
250-299	MEDIA AND DUPLICATION			
250	MEDIA TECHNICIAN	5	5	10/13/1995
255	MEDIA/COPY SERVICES TECHNICIAN	7	5	7/1/2020
258	MEDIA/COPY SERVICES TECHNICIAN III	11	5	7/1/2020
265	GRAPHIC DESIGNER	10	5	7/1/2011
300-499	TECHNICAL SUPPORT			
305	INSTRUCTIONAL TECHNICIAN I	6	5	10/13/1995
306	INSTRUCTIONAL TECHNICIAN II	9	5	10/13/1995
325	HELPDESK COORDINATOR I	8	4	7/1/2020
326	HELPDESK COORDINATOR II	11	4	7/1/2020
400	COMPUTER MAINTENANCE TECHNICIAN I	9	5	7/1/2020
401	COMPUTER MAINTENANCE TECHNICIAN II	12	5	7/1/2020
405	COMPUTER APPLICATION SUPPORT SPECIALIST	11	5	7/1/2020

Effective July 1, 2023

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