

**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

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UNFAIR LABOR PRACTICE COMPLAINT☐ Amended Complaint in Case # _____

Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

PARTIES Include information for all parties involved.**COMPLAINANT** Bellingham Educational Support TeamContact Alex Pieke-Dahl, PresidentAddress 3028 Lindbergh AvenueCity, State, ZIP Bellingham, Washington 98225Telephone (360) 306-5425 Ext. _____Email piekedahla@comcast.net**RESPONDENT** Bellingham Technical CollegeContact Dr. Kimberly PerryAddress 3028 Lindbergh AvenueCity, State, ZIP Bellingham, Washington 98225Telephone (360) 752-8333 Ext. _____Email kperry@btc.edu**EMPLOYER** Bellingham Technical CollegeContact Dr. Kimberly PerryAddress 3028 Lindbergh AvenueCity, State, ZIP Bellingham, Washington 98225Telephone (360) 752-8333 Ext. _____Email kperry@btc.edu**ALLEGED VIOLATION**

Indicate if the alleged violation is against:

☒ Employer☐ Union☐ Both*

***Note:** If the violation is against both the union and employer, two separate complaints must be filed with two statements of facts describing the alleged violation against each.

STATEMENT OF FACTS and REMEDY REQUESTED

Attach on separate sheets of paper in numbered paragraphs a brief statement of the facts regarding the alleged unfair labor practice(s).

- Include times, dates, places, and participants of occurrences.
- Indicate statutes allegedly violated.
- State whether a related grievance has been filed.
- Describe the remedies requested.
- For more information refer to WAC 391-45-050.

BARGAINING UNIT

***Note:** If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

Identify Bargaining Unit classified employeesDepartment or Division N.A.**Collective Bargaining Agreement**☐ The parties have never had a contract.☒ A copy of the most current contract is attached.**AUTHORIZED SIGNATURE FOR COMPLAINANT**Print Name Eric R. HansenAddress 32032 Weyerhaeuser Way SouthCity, State, ZIP Federal Way, Washington 98001Telephone (253) 765-7024

Ext. _____

Email ehansen@washingtonea.orgSignature Date 9-21-17

STATEMENT OF FACTS

1. The Bellingham Educational Support Team (BEST) is the exclusive bargaining representative of certain classified employees of Bellingham Technical College (BTC) including computer technicians, clerical staff, program staff supporting instruction and instructional technicians.
2. BEST and BTC began bargaining a new collective bargaining agreement (CBA) on April 24, 2017. Since that time, the parties have had fifteen bargaining sessions. BTC has proposed the following pay increases (including cost of living allowances provided by the state in the amount of 2.3% in the first year of the biennium and 2.7% in the second year): .6% in the first year of the CBA, .2% in the second year, and .8% in the third year, not to exceed 3.5% including a COLA to be determined.
3. Peg Rees-Putnam is on the BEST bargaining team. In late July or early August she had a conversation with Camille Gatza, the Executive Director of Human Resources for the College. Ms. Gatza told Ms. Rees-Putnam that the College thought they were closer in money and she had the Teamsters bargain to think about. Ms. Rees-Putnam replied that she was only bargaining for BEST members, not the Teamsters.
4. The General Teamsters, Local No. 231 (the Teamsters) represents custodians, maintenance and food service workers and other classified employees at the College not represented by BEST. Section 20.4 of the current CBA (a copy of which is attached hereto) between the Teamsters and the College provides, in part, the following:

During the term of this agreement only (January 1, 2013 through December 31, 2017), if BEST receives greater compensation than what is outlined above in section "c" regarding a one-time lump sum salary payment as well as the percentages the college would apply to the base salaries in sections "d" (1%), "f" (1.2%), "g" (1.5%) and "h" (1.6%), the compensation in this agreement will be made equal.

5. Alex Pieke-Dahl is the President of BEST and is on the BEST bargaining team. On September 1, 2017, Mr. Pieke-Dahl had a discussion with Chad Stiteler, Vice President of Administrative Services for the College, regarding bargaining the new CBA. Mr. Stiteler told Mr. Pieke-Dahl that if compensation for employees represented by BEST was increased, the College would also have to raise compensation for employees represented by the Teamsters and the unrepresented exempt staff. Mr. Pieke-Dahl stated that the College had a substantial amount of money in their reserve account and the College should use the fund to provide raises for employees represented by BEST.

6. Greg Alarid is an employee of the Washington Education Association who represents members of the BEST bargaining unit. On September 21, 2017, Mr. Alarid spoke to Mr. Stiteler after a bargaining session. Mr. Stiteler is on the BTC bargaining team. Mr. Stiteler said to Mr. Alarid, "Can't we get this [deal] done", referring to the bargaining between BEST and BTC for a new CBA. Mr. Alarid replied, "Sure, we gave you a reasonable two-year salary offer. It only costs about \$70,000, which you can afford." Mr. Stiteler replied, "We can't agree to your proposals because if we do, we'll have to give the same thing to the Teamsters and exempt employees and we can't do that. It's too expensive for us to do that. Mr. Alarid then said that BEST does not represent the Teamsters and BTC needs to bargain with them.
7. The failure of the College to bargain pay other than offering very small percentage increases for BEST bargaining unit members because of section 20.4 of the Teamster's CBA constitutes a violation of RCW 41.56.140(4) and a derivative interference violation under RCW 41.56.140(1).
8. No grievances regarding the matters alleged above have been filed.

REMEDY REQUESTED

1. An order requiring the College to bargain in good faith compensation for members of the bargaining unit represented by BEST.
2. An order requiring the College to cease and desist from interfering with, restraining or coercing members of the BEST bargaining unit in the exercise of their rights guaranteed in RCW 41.59.060.
3. An order requiring the College to post in conspicuous places on the premises of the College during months other than June, July and August copies of the orders requiring the College to comply with the above.
4. An order requiring the College to read the orders referenced above into the record at a regular meeting of the Board of Trustees and requiring the College to permanently append a copy of the orders to the official minutes of the meeting where the notice is read.
5. Such other relief deemed to be appropriate by the Public Employment Relations Commission.

Section 20.4 -- Implementation of any salary increase or any other benefits provided for in the Agreement which is to be funded by general funds of the State of Washington shall be provided so long as it is consistent with the legislative appropriation provided or with any subsequent modification thereto by the legislature. All classified staff allotments from the College will be the same percentage for each unit and distributed according to the revision of this agreement.

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.

- a) Effective January 1, 2009, the custodial employee assigned the Tuesday through Saturday schedule shall receive a fifty (50) cent per hour "responsibility" premium for Saturday shift hours worked. This applies only to one (1) custodian (Range 3 or 4), subbing for or assigned to the regular Saturday shift and assuming "point person responsibilities".
- b) Effective September 1, 2013, Range 12 will be added to the Teamsters Salary Schedule (attachment 2). In addition, the following job classifications will receive a parity adjustment. A parity adjustment for employees who are currently in the following job classifications will be made effective on the first pay period following the signing of the 2013-2017 agreement.
 - 1. Class 626 - Building Maintenance Specialist – move from Range 10 to Range 11
 - 2. Class 628 - Maintenance Mechanic III – move from Range 11 to Range 12
 - 3. Class 640 - Building Maintenance Lead – move from Range 11 to Range 12
- c) Effective upon the signing of the 2013-2017 agreement, a one-time lump sum salary payment of \$500.00 will be made to each unit member (employed on the date of signing and the date of each payout) with 60% payable upon signing and 40% payable on July 25, 2014.
- d) Effective July 1, 2014, 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, along with additional salary or benefit increases provided by the State; **or** 1.0% applied to base salaries, whichever is greater.
- e) Effective January 1, 2015, a Longevity Differential of \$0.25 per hour will be added to employees with more than 20 years longevity (i.e. 20 years + 1 day).
- f) Effective July 1, 2015, 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, along with additional salary or benefit increases provided by the State; **or** 1.2% applied to base salaries, whichever is greater.

g) Effective July 1, 2016, 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, along with additional salary or benefit increases provided by the State; **or** 1.5% applied to base salaries, whichever is greater.

h) Effective July 1, 2017, 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, along with additional salary or benefit increases provided by the State; **or** 1.6% applied to base salaries, whichever is greater.

During the term of this agreement only (January 1, 2013 through December 31, 2017), if BEST receives greater compensation than what is outlined above in section "c" regarding a one-time lump sum salary payment as well the percentages the college would apply to the base salaries in sections "d" (1.0%), "f" (1.2%), "g" (1.5%), and "h", (1.6%), then the compensation in this agreement will be made equal.

Section 20.5 – Salary Adjustments

The Employer may increase an employee's salary and/or step within the salary range to address issues related to required state and federal minimum wage changes. Such an increase will be effective on the date set by minimum wage laws and will be at least equal to the minimum wage but not result in a salary increase greater than the next step of that range that is equal to or exceeds the minimum wage.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BELLINGHAM TECHNICAL COLLEGE

AND

BELLINGHAM EDUCATIONAL SUPPORT TEAM

JULY 1, 2013 – JUNE 30, 2017

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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 parties hereto to promote and improve the 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 Public Collective Bargaining Act and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, 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 his/her 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 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 Resource 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 C. 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.

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-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

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 1050 hour limit for temporary employees. Temporary positions may or may not have regular 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 six months when a regular employee who has already completed a probationary period with the College, changes job classifications or transfers within a job classification.

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 work force; 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 -- Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the College including the Human Resources Director.

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 his/her 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 insure 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 his/her 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 Resources Director or his/her 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 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 provide such employee with a copy of this Agreement to be furnished the College by the Association.

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.

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 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*. A total of twenty days or one hundred sixty (160) hours, of leave shall be granted per fiscal year for members of the Association attending Association related meetings and conducting Association business. These days are non-cumulative and not carried over year-to-year. The President of the Association shall notify the President or his/her designee of the use of such days at least 24 hours in advance.

Such leave shall be without loss of pay. If temporary employees are necessary, the Association shall reimburse the College for the cost.

In addition, the Association President will be granted up to two (2) days association leave per month without loss of pay. The Association will reimburse the College for the cost of such release time.

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 his/her duties.

ARTICLE VI

CONFERENCE COMMITTEE

Section 6.1 -- 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 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 work week 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 midnight 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 near the middle of the shift as is practicable and fifteen (15) minute first half and fifteen (15) minute second half rest periods. Employees, on a temporary basis and as prearranged with their supervisor, may work an alternative eight (8) hours work within eight and one-half (8 1/2) hours, with a 1/2 hour uninterrupted lunch period.

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/work site, 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. 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 work days longer than eight (8) hours worked, but not to exceed ten (10) hours worked, such as four (4) ten-hour (10) work days 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 as of the effective date of this Agreement 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 the effective date of this Agreement 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 -- In the event an employee is assigned to a shift less than the normal work shift previously defined in this Article, the employee shall be given a fifteen (15) minute rest period for each four (4) hours of work. A second daily fifteen (15) minute rest period will be provided for employees working six (6) hours or more.

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 -- Inclement Weather and 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 local radio stations by the 6:30 a.m. reports. Should conditions require College closure after the normal arrival time, employees shall receive a reporting stipend according to the options below:

1. When prior notification has not been given, employees released until further notice after reporting shall receive a minimum of two (2) hours pay for the first day. The following options shall be made available to affected employees not required to work for the balance of the closure:
 - a. Vacation leave, emergency leave, personal leave (see Section 9.1.1)
 - b. Leave without pay; and/or
 - c. Employees may request to work additional hours during the sixty-day 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.
2. Employees required to work shall receive their regular rate of pay for work performed during the period of suspended operations. Overtime worked during the closure will be compensated according to Section 7.8 below.

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.

Section 7.7.3 -- Those employees who are unable to report to work due to emergency conditions may apply for emergency leave in Section 9.1.1 and may use the options in subsection (a) of Section 7.7.1.

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 eight (8) hours in a 24-hour period when working five (5) eight (8)-hour days. In the event an employee's agreed upon normal schedule is comprised of days in excess of eight (8) hours per Section 7.3.3, overtime shall be paid after the employee has worked in excess of their normally scheduled day. Work performed before or after any full-time employees' work shift, or on a full-time employee's regular days off, shall be compensated at the rate of one and one-half (1 ½) times the employees' base pay, unless the regular work shift has been altered to provide a flextime adjustment per Section 7.3.1.

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 seventy five cents (.75) 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, she/he 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 | 6. Labor Day |
| 2. Martin Luther King Day | 7. Veterans Day |
| 3. Presidents' Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas 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. On Christmas Eve Day, referenced in Section 8.1.2 the College is required to stay open to the public; the College will request that two bargaining unit employees volunteer to work the holiday. Bargaining unit employees who volunteer to work on Christmas Eve Day will be allowed to take the holiday as time off at some other time during the following twelve (12) months and will not be eligible for holiday pay under this section. If no BEST employees volunteer, the College will assign the work to other non-bargaining unit personnel.

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:

Completed Years Of Continuous Service	<u>Credit</u>
1 – 3	Fourteen (14) days per year (9 hours, 20 minutes per month)
4 – 10	Eighteen (18) days per year (12 hours per month)
11 – 18	Twenty-two (22) days per year (15 hours per month)
19+	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:

1. 10 month cyclic (starting in mid-September, ending in mid-June) shall accrue leave for 10 months.
2. 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 his/her 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 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 is accrued and his/her 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.

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

- A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments;
- B. Care of family members as required by the Family Care Act, WAC 296-130;
- C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse or significant other.
- D. 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.
- E. 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 during a contract year, 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 -- Maternity Leave. An employee requesting maternity leave shall give written notice to the College as far in advance as possible. Written requests for maternity 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, her work, or her health, is in any way impaired by her 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 her physician in accordance with the Section 9.7.2 Family Medical Leave Act.

Section 9.5 -- Birth/Adoption Leave. An employee, upon request, may be granted up to three (3) days leave, on or about the date of (a) the birth of his or her child or (b) initial placement for adoption of his or her child. The first day of such leave shall not be deducted from that accumulated pursuant to Section 9.1.1.; the remaining two days of leave shall be deducted from that accumulated, pursuant to Section 9.1.1. Birth/Adoption Leave shall be subject to Section 9.7.2 Family 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 -- Leave of Absence.

Section 9.7.1 -- 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 9.7.2 -- An employee shall be granted a total of twelve (12) work weeks of 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 or (d) provide for the serious health condition of the employee. 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 together be entitled to a total of twelve (12) workweeks of family leave during any twelve (12) month period to care for a single individual, and leave need be granted to only one parent at a time.

Section 9.7.3 -- 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 9.7.4 -- 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 -- *Personal Leave.*

Each employee shall be entitled to three (3) personal leave days per calendar year 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.

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 9.9 -- *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 his/her 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;
- C. Retirement; or
- D. Change in job classification within the bargaining unit, as hereinafter provided.

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; or
- E. Time spent during periods of leave without pay as a cyclic year employee.

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 in their previous classification for five (5) years.

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 shall publicize within the bargaining unit for at least five (5) working days the availability of open positions as soon as possible after the College is apprised of the opening. 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 1 of each year, have announcements mailed to their homes.

Section 11.2.1 -- 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 bidding on a position 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 she/he 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 six months following the hire date.

The parties agree the College will make every effort to:

- 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.

If at any time during the probationary period the College feels that the employee does not meet 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.

2. *Employees Changing Job Classification or Transferring Within Job Classification*

Section 12.3 -- Employees changing job classifications or transferring within classification shall remain in a trial service status for a period of six months. If at any time during the trial service period the College feels that the employee does not meet performance expectations, a conference will occur with the employee to discuss said deficiencies.

The parties agree the College will make every effort to:

- 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 12.3 above shall suffer no change in rights and duties contained in this Agreement during the stated trial service.

3. *Nothing in the provisions above shall be construed to undermine the day-to-day working relationship between probationary/trial service employees and their supervisors.*

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 five (5) working days' notice prior to such transfer.

ARTICLE XV

DISCIPLINE AND DISCHARGE OF EMPLOYEES

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 -- 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.

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

Section 17.1 -- Bargaining unit employees of the College may attend courses at the Bellingham Technical College without tuition costs, on a space-available basis.

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 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.

Annually, the College shall provide an allocation of five thousand dollars (\$5,000), provided that funding is available, for the purpose of employee voluntary professional development activities. Annually from that allocation, a maximum of two hundred-fifty dollars (\$250) will be available to bargaining unit members for professional development activities on a first come, first served basis until the allocation is exhausted. If by June 15 funds remain, the balance will be applied equally per member until those additional qualifying professional development expenses that have been submitted by bargaining unit members have been covered. Such professional development training funds shall be administered through the Human Resources Office.

Professional Development funds may be used for but not limited to costs related to conference registration fees, meals, travel expenses (mileage, hotel, etc.), required course books and supplies, certification study materials and certification tests pertaining to professional growth and not personal enrichment.

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 and not from the pool established in Section 17.2.

Section 17.4 -- Employees requesting funds from the professional development pool do so by filling out the appropriate form and forwarding it to the Human Resource Office. If the request is for professional development that would take place during normal working hours, the request must be for a work related or professional growth activity and submitted to the supervisor for approval, before it is forwarded to the Human Resource Office.

Section 17.5 -- It is the intent of both parties that every effort will be made to allow employees to attend College-sponsored workshops.

Section 17.6 -- The parties agree to meet no later than July 31, of each year to review the level of in service activity provided by the pool of in service dollars and to discuss the availability of applicable funding for the next fiscal year.

ARTICLE XVIII

ASSOCIATION MEMBERSHIP AND CHECKOFF

Section 18.1 -- Each employee subject to this Agreement, who on the ratification date of this Agreement, is a member of the Association in good standing, shall, as a condition of employment, maintain membership in the Association in good standing during the period of this Agreement.

Section 18.2 -- All employees subject to this Agreement, who are hired at a time subsequent to the ratification date of this Agreement, shall, as a condition of employment, become members in good standing of the Association within sixty (60) calendar days of the hire date. Such employee shall then maintain membership in the Association in good standing during the period of this Agreement.

Section 18.3 -- The parties recognize that an employee should have the option of declining to participate as a member in the Association, yet contribute financially to the activities of the Association in representing such employee as a member of the collective bargaining unit. Therefore, as an alternative to, and in lieu of the membership requirements of the previous sections of this Article, an employee who declines membership in the Association may pay to the Association each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the regular monthly dues. This service charge shall be collected by the Association in the same manner as monthly dues.

Section 18.4 -- Any employee who refuses to become a member of the Association in good standing or pay the service charge in accordance with the previous sections shall, at the option of the Association, be immediately discharged from employment by the College.

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 work days.

Section 19.3 -- Time lines. 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 his/her 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 his/her 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 his/her 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 his/her 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, using the Performance Now software, by the employee's hire date as determined by the procedure defined in Article X. If in the future both parties agree that the computer assisted 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 his/her 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 (6 months) for probationary/new employees;
- At the beginning of the trial service period (6 months) 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 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 his/her 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 she/he has 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.

Section 21.8 -- Salary -- *Periodic Increment*.

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 21.9 -- 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. *Demotion or Transfer.* An employee who voluntarily demotes, or voluntarily transfers to another position with a lower salary range maximum, will be placed in the new range at a salary equal to his or her 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 21.10 -- 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.
- b. Vice-presidents' secretary seniors shall be considered to hold comparable positions.

Current employees that demonstrate comparable qualifications shall receive comparable compensation.

Section 21.11-- Periodic Increment Date:

1. An employee establishes their periodic increment date at the time of hire for a regular position, consistent with 21.11 (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 working days in any calendar month, or exceeds ten 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 21.12 --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, 2013 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 additional salary or benefit increases provided by the State.

In addition, effective on the first pay period after ratification of this agreement, a Longevity Differential of \$0.40 per hour will be added to employees with more than 10 years longevity (i.e. 10 years + 1 day).

In addition, a one-time lump sum salary increase of \$300.00 will be paid to each unit member (who were employed on the date of signing) payable on signing of a 4-year contract. *Note: see list at end of section.*

In addition, effective on the first pay period after ratification of this agreement, two ranges will receive a 4.0% parity adjustment across the steps of the salary schedule, as detailed in Schedule A BEST Salary Schedule. This change will affect the following two positions:

- a. Computer Maintenance Technician II (Range 11)
 - b. Network Support Technician (Range 12)
- 2. Effective July 1, 2014 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 additional salary or benefit increases provided by the State or 1.5% applied to base salaries, whichever is greater.

In addition, certain cells on the salary in column B – K shall be increased by an amount equal to what is necessary to provide a minimum of 2.3% increase from previous step.

In addition, a one-time lump sum salary increase of \$300.00 will be paid to each unit member (who were employed on the date of signing and on July 1, 2014) payable on July 25, 2014. Note: see list at end of section.

3. Effective July 1, 2015 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 additional salary or benefit increases provided by the State; or 1.8% applied to base salaries, whichever is greater.
4. Effective July 1, 2016 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 additional salary or benefit increases provided by the State; or 2.0% applied to base salaries, whichever is greater.

In addition, effective on July 1, 2016, a Longevity Differential of \$0.25 per hour will be added to employees with more than 20 years longevity (i.e. 20 years + 1 day).

One Time Payout Eligibility List per Article 21 Section 21.12

Anderson, Bill	Jones, Alyssa	Rees-Putnam, Peg
Anderson, Sheryl	Jones, Rebecca	Ricard, Cheryl
Bargewell, Susan	Kanda, Diane	Riedy, Wendy
Baxley, Joanna	McClellan, Cathy	Robinson, Lynn
Belaya, Elena	McConnell, Patti	Ruthrauff, Linda
Boer, Michael	MCCully, Sarah	Salvatierra, Bernard
Campbell, Liz	Mejia, Melissa	Satushek, Barbara
Carlson-Prandini, Damian	Moroz, Olga	Schwarz, Roxanne
Chamblin, Caroline	Outlaw, Alisen	Smith, Michelle
Davis, Sallie	Palmer, John	Stilts, Dianna
Felix, Ron	Patterson, Dayna	Stumbaugh-Young, Arianna
Frank, Valerie	Patterson, Gary	Vowles, Christine
Furler, Susan	Perry-Ollila, Craig	Walker, Emily
Gardiner, Stella	Pfeiffer, Sheila	Willbrandt, Heide
Gunning, Maryn	Pieke-Dahl, Alex	Winqvist, Rika
Hawley, Dawn	Polishuk, Marina	Wolfe, Vicky
Irvine, Traci	Pollard, Diane	Woods, Dan
Johnson, Brian	Pope, Rena	Yashchuk, Lesya

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 D 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, 2013 to June 30, 2017. 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.

DATED THIS 2nd DAY OF October 2013

FOR BELLINGHAM EDUCATIONAL SUPPORT TEAM

BY: Melissa Mejia
Melissa Mejia, BEST President

DATED THIS 2nd DAY OF October 2013

FOR BELLINGHAM EDUCATIONAL SUPPORT TEAM

BY: Diane Kanda
Diane Kanda, BEST Bargaining Team Member

DATED THIS 2nd DAY OF October 2013

FOR BELLINGHAM TECHNICAL COLLEGE

BY: Patricia McKeown
Dr. Patricia McKeown, President

DATED THIS 17th DAY OF October 2013

FOR BELLINGHAM TECHNICAL COLLEGE

BY: James A. Brown
Board of Trustees

APPENDIX A

MEMORANDUM OF UNDERSTANDING

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

WEAPAC Dues Deduction

Once BEST, in conjunction with the WEA, satisfies the requirements of the State Board for Community and Technical Colleges (SBCTC), BEST will provide documentation to BTC indicating the SBCTC's approval that WEAPAC payroll deductions may occur. Contingent upon this approval, BTC agrees to process monthly WEAPAC deductions from the salaries of BEST employees at their request. Employees will be required to complete and sign a form authorizing BTC to deduct WEAPAC dues on a monthly basis in the amount indicated by the employee until the authorization is rescinded by the employee.

Once the above requirements have been satisfied, the parties agree this language will be incorporated into the BEST Collective Bargaining Agreement.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

**Between the
Bellingham Educational Support Team
And
Bellingham Technical College**

Housekeeping

The parties agree to establish a joint labor-management committee to complete a review of housekeeping changes necessary to update the Collective Bargaining Agreement. Each party will select its representatives to the committee. The parties will endeavor to complete work prior to the printing of the new Agreement and no later than October 31, 2013. The parties recognize these modifications to the Agreement shall not change the substantive meaning of the Agreement and shall be incorporated into the final document.

APPENDIX C

POSITION ALLOCATION--REALLOCATION PROCEDURES **CLASSIFIED STAFF BEST**

GENERAL PROVISIONS

The Human Resource 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 Resource 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 Resource 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 calendar days of notification or the effective date of the action, whichever is later.

POSITION REVIEW

Whenever an employee feels that his/her position is not allocated to the proper class, the employee or his/her representative may request a position review by the Human Resources 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 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 calendar days of receipt of the request. The response shall include a notice to the employee that a grievance may be exercised within thirty 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 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 Resources 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 D

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 D 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 E

MEMORANDUM OF UNDERSTANDING

Between the Bellingham Educational Support Team (“BEST”) and the 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 F

MEMORANDUM OF UNDERSTANDING

**between the
BELLINGHAM EDUCATIONAL SUPPORT TEAM
and the
BELLINGHAM TECHNICAL COLLEGE
regarding
RETURN TO WORK**

September 29, 2013

As a result of the faculty strike at the beginning of the 2013-2014 school year, the Bellingham Educational Support Team (“BEST”) and the Bellingham Technical College (“College”) agree as follows:

1. Except for employees on authorized leave, employees in the BEST certificated bargaining unit shall return to work by September 30, 2013. Employees shall be returned to the position they held prior to the work stoppage.
2. The College shall not discipline, subject to intimidation, or in any other way retaliate against any bargaining unit member based upon the member’s participation in the work stoppage.
3. No reference to any individual’s participation or non-participation in the faculty strike shall be made by any College evaluator in any regular or special evaluation of any bargaining unit member.
4. No reference to any individual’s participation or non-participation in the faculty strike shall be recorded by any College official in any personnel file of any bargaining unit member.
5. In lieu of four days of work missed as a result of the faculty strike, BEST employees will make up two days (16 hours) of work at their normal rates of pay and may use personal or vacation leave for two days (16 hours) using the following guidelines:
 - a. Employees who were on pre-authorized personal, vacation, or sick leave verified by a medical certificate will be paid for those pre-authorized days.
 - b. Employees who do not meet the above definition or who would otherwise have been scheduled to work on these days will be allowed to use a minimum of two days paid leave as personal leave or vacation leave. For the remaining two days, employees who were scheduled to work will also have the option to work up to 16 hours for full-time, prorated for less than full-time, to be made up by November 30, 2013 at straight time up to a maximum of 40 hours per week in accordance with FLSA and then at time and one-half thereafter; and/or may use a combination of above leave options.
 - c. Employees lacking sufficient accrued personal or vacation leave and/or probationary employees not eligible for personal and vacation leave accruals can use leave without pay or may request advanced leave accruals to a maximum of

two day; and for the remaining two days, leave without pay and/or “make up time” per the above and/or a combination.

- d. Cyclic employees scheduled to work the four instructional days that were missed will be re-scheduled to work the instructional days based on the revised instructional calendar.
6. Any dispute arising from this agreement shall first be discussed by the BEST President and College President who shall make every effort to reach a satisfactory resolution. Disputes that cannot be resolved in this manner may be addressed via the grievance procedure contained in the Collective Bargaining Agreement.

SCHEDULE A-2013
BEST SALARY SCHEDULE
Effective October 1, 2013 to June 30, 2014

												@.40	
Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	K+10 yr	
1 Annual	21600	22344	23076	23808	24552	25284	26016	26760	27480	28212	29004	29832	
	Monthly	1800	1862	1923	1984	2046	2107	2168	2230	2290	2351	2417	2486
	Hourly	10.34	10.70	11.05	11.40	11.76	12.11	12.46	12.82	13.16	13.51	13.89	14.29
2 Annual	26412	27132	27888	28608	29352	30084	30828	31548	32280	33024	33792	34620	
	Monthly	2201	2261	2324	2384	2446	2507	2569	2629	2690	2752	2816	2885
	Hourly	12.65	12.99	13.36	13.70	14.06	14.41	14.76	15.11	15.46	15.82	16.18	16.58
3 Annual	27204	27960	28692	29424	30168	30900	31620	32364	33108	33840	34620	35460	
	Monthly	2267	2330	2391	2452	2514	2575	2635	2697	2759	2820	2885	2955
	Hourly	13.03	13.39	13.74	14.09	14.45	14.80	15.14	15.50	15.86	16.21	16.58	16.98
4 Annual	27912	28632	29376	30108	30852	31572	32316	33048	33792	34512	35316	36144	
	Monthly	2326	2386	2448	2509	2571	2631	2693	2754	2816	2876	2943	3012
	Hourly	13.37	13.71	14.07	14.42	14.78	15.12	15.48	15.83	16.18	16.53	16.91	17.31
5 Annual	28572	29304	30036	30780	31512	32244	32988	33720	34440	35184	35928	36768	
	Monthly	2381	2442	2503	2565	2626	2687	2749	2810	2870	2932	2994	3064
	Hourly	13.68	14.03	14.39	14.74	15.09	15.44	15.80	16.15	16.49	16.85	17.21	17.61
6 Annual	30072	30828	31560	32316	33060	33816	34548	35316	36072	36792	37476	38316	
	Monthly	2506	2569	2630	2693	2755	2818	2879	2943	3006	3066	3123	3193
	Hourly	14.40	14.76	15.11	15.48	15.83	16.20	16.55	16.91	17.28	17.62	17.95	18.35
7 Annual	31596	32340	33072	33816	34536	35292	36012	36744	37476	38220	38964	39792	
	Monthly	2633	2695	2756	2818	2878	2941	3001	3062	3123	3185	3247	3316
	Hourly	15.13	15.49	15.84	16.20	16.54	16.90	17.25	17.60	17.95	18.30	18.66	19.06
8 Annual	33072	33804	34512	35244	35952	36672	37404	38112	38844	39576	40272	41112	
	Monthly	2756	2817	2876	2937	2996	3056	3117	3176	3237	3298	3356	3426
	Hourly	15.84	16.19	16.53	16.88	17.22	17.56	17.91	18.25	18.60	18.95	19.29	19.69
9 Annual	35340	36120	36864	37632	38424	39156	39936	40704	41448	42204	43020	43848	
	Monthly	2945	3010	3072	3136	3202	3263	3328	3392	3454	3517	3585	3654
	Hourly	16.93	17.30	17.66	18.02	18.40	18.75	19.13	19.49	19.85	20.21	20.60	21.00
10 Annual	37572	38400	39180	39996	40812	41604	42408	43224	44016	44832	45612	46440	
	Monthly	3131	3200	3265	3333	3401	3467	3534	3602	3668	3736	3801	3870
	Hourly	17.99	18.39	18.76	19.16	19.55	19.93	20.31	20.70	21.08	21.47	21.84	22.24
11 Annual	43056	44028	44964	45936	46872	47832	48780	49752	50712	51672	52596	53436	
	Monthly	3588	3669	3747	3828	3906	3986	4065	4146	4226	4306	4383	4453
	Hourly	20.62	21.09	21.53	22.00	22.45	22.91	23.36	23.83	24.29	24.75	25.19	25.59
12 Annual	45324	46296	47304	48288	49272	50244	51264	52236	53220	54204	55164	56004	
	Monthly	3777	3858	3942	4024	4106	4187	4272	4353	4435	4517	4597	4667
	Hourly	21.71	22.17	22.66	23.13	23.60	24.06	24.55	25.02	25.49	25.96	26.42	26.82

The following is effective on first payment following signing of 2013-2017 agreement
\$0.40 per hour added to Step K after 10 years (i.e. 10 years + 1 day)
4% Parity increase to Ranges 11 & 12

SCHEDULE A-2014
BEST SALARY SCHEDULE
Effective July 1 2014 to June 30, 2015

Range	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	K+10 yr
1 Annual	21600	22344	23076	23808	24552	25284	26016	26760	27480	28212	29004	29832
Monthly	1800	1862	1923	1984	2046	2107	2168	2230	2290	2351	2417	2486
Hourly	10.34	10.70	11.05	11.40	11.76	12.11	12.46	12.82	13.16	13.51	13.89	14.29
2 Annual	26412	27132	27888	28608	29352	30084	30828	31548	32280	33024	33792	34620
Monthly	2201	2261	2324	2384	2446	2507	2569	2629	2690	2752	2816	2885
Hourly	12.65	12.99	13.36	13.70	14.06	14.41	14.76	15.11	15.46	15.82	16.18	16.58
3 Annual	27204	27960	28692	29424	30168	30900	31620	32364	33108	33876	34656	35496
Monthly	2267	2330	2391	2452	2514	2575	2635	2697	2759	2823	2888	2958
Hourly	13.03	13.39	13.74	14.09	14.45	14.80	15.14	15.50	15.86	16.22	16.60	17.00
4 Annual	27912	28632	29376	30108	30852	31572	32316	33060	33828	34608	35412	36252
Monthly	2326	2386	2448	2509	2571	2631	2693	2755	2819	2884	2951	3021
Hourly	13.37	13.71	14.07	14.42	14.78	15.12	15.48	15.83	16.20	16.57	16.96	17.36
5 Annual	28572	29304	30036	30780	31512	32244	32988	33756	34536	35340	36156	36996
Monthly	2381	2442	2503	2565	2626	2687	2749	2813	2878	2945	3013	3083
Hourly	13.68	14.03	14.39	14.74	15.09	15.44	15.80	16.17	16.54	16.93	17.32	17.72
6 Annual	30072	30828	31560	32316	33084	33852	34632	35436	36252	37092	37944	38772
Monthly	2506	2569	2630	2695	2757	2821	2886	2953	3021	3091	3162	3231
Hourly	14.40	14.76	15.11	15.49	15.84	16.21	16.59	16.97	17.36	17.76	18.17	18.57
7 Annual	31596	32340	33084	33852	34632	35436	36252	37092	37944	38820	39720	40548
Monthly	2633	2695	2757	2821	2886	2953	3021	3091	3162	3235	3310	3379
Hourly	15.13	15.49	15.84	16.21	16.59	16.97	17.36	17.76	18.17	18.59	19.02	19.42
8 Annual	33084	33852	34632	35436	36252	37092	37944	38820	39720	40632	41568	42408
Monthly	2757	2821	2886	2953	3021	3091	3162	3235	3310	3386	3464	3534
Hourly	15.84	16.21	16.59	16.97	17.36	17.76	18.17	18.59	19.02	19.46	19.91	20.31
9 Annual	35388	36192	37032	37884	38760	39660	40572	41508	42468	43452	44460	45288
Monthly	2949	3016	3086	3157	3230	3305	3381	3459	3539	3621	3705	3774
Hourly	16.95	17.33	17.74	18.14	18.56	18.99	19.43	19.88	20.34	20.81	21.29	21.69
10 Annual	37572	38436	39324	40236	41160	42108	43080	44076	45096	46140	47208	48048
Monthly	3131	3203	3277	3353	3430	3509	3590	3673	3758	3845	3934	4004
Hourly	17.99	18.40	18.83	19.27	19.71	20.17	20.63	21.11	21.60	22.10	22.61	23.01
11 Annual	43056	44052	45072	46116	47184	48276	49392	50532	51696	52884	54108	54936
Monthly	3588	3671	3756	3843	3932	4023	4116	4211	4308	4407	4509	4578
Hourly	20.62	21.10	21.59	22.09	22.60	23.12	23.66	24.20	24.76	25.33	25.91	26.31
12 Annual	45324	46368	47436	48528	49644	50784	51960	53160	54384	55644	56928	57756
Monthly	3777	3864	3953	4044	4137	4232	4330	4430	4532	4637	4744	4813
Hourly	21.71	22.21	22.72	23.24	23.78	24.32	24.89	25.46	26.05	26.65	27.26	27.66

Effective 7/01/14

1732 or 1.5% minimum salary increase (not reflected on this schedule)

Salary schedule step equalization to provide a minimum 2.3% increase from previous step

SCHEDULE B

BEST

COMPENSATION PLAN

EFFECTIVE 7-1-13

AFFIRMATIVE ACTION CODES

1. Executive, Administrative, Managerial
2. Faculty
3. Professional Non-faculty
4. Clerical, Secretarial
5. Technical, Paraprofessional
6. Skilled Crafts
7. Service, Maintenance

BEST JOB CLASSIFICATION CATEGORIES

ADMINISTRATIVE SERVICES 100 - 199

Registration/Enrollment Clerks
Financial Aid Assistant/Coordinator
Secretaries
Clerical Assistants
Instructional Assistants
Program Office Assistants/Coordinator
Program Specialists
ITRC Assistants/Specialists

FISCAL SERVICES 200 - 249

Fiscal Technicians
Retail/Bookstore Clerks
Bookstore, Retail
Buyer
Cashiers
Payroll Coordinator

MEDIA AND DUPLICATION 250 - 299

Media Technician
Copy Services Technician/Coordinator
Graphic Designer

TECHNICAL SUPPORT 300 - 499

Instructional Technicians
Data Control Technicians
Computer Maintenance Technicians
Computer Application Support Specialists
Help Desk Coordinators
Network Support Technicians

CODE	JOB CLASS TITLE	SALARY RANGE	EEO-6 A.A. CODE	LAST REVISION DATE
<u>100 - 199 ADMINISTRATIVE SERVICES</u>				
101	REGISTRATION/ENROLLMENT CLERK I	2	4	10/13/95
102	REGISTRATION/ENROLLMENT CLERK II	5	4	10/13/95
103	REGISTRATION/ENROLLMENT CLERK III	6	4	10/13/95
104	REGISTRATION/ENROLLMENT CLERK IV	7	4	10/13/95
105	FINANCIAL AID ASSISTANT III	6	4	09/23/05
106	FINANCIAL AID ASSISTANT IV	7	4	09/23/05
107	FINANCIAL AID COORDINATOR	8	4	10/13/95
110	SECRETARY	6	4	10/13/95
111	SECRETARY/SENIOR	7	4	10/13/95
120	CLERICAL ASSISTANT I	2	4	10/13/95
121	CLERICAL ASSISTANT II	5	4	10/13/95
122	CLERICAL ASSISTANT III	6	4	10/13/95
123	CLERICAL ASSISTANT - LEAD	7	4	10/13/95
126	INSTRUCTIONAL ASSISTANT I	4	4	10/13/95
127	INSTRUCTIONAL ASSISTANT II	6	4	07/01/06
130	PROGRAM OFFICE ASSISTANT	6	4	10/13/95
131	PROGRAM OFFICE COORDINATOR	8	4	10/13/95
133	PROGRAM SPECIALIST II	10	5	01/08/08
140	ITRC ASSISTANT I	2	4	10/13/95

CODE	JOB CLASS TITLE	SALARY RANGE	EEO-6 A.A. CODE	LAST REVISION DATE
141	ITRC ASSISTANT II	5	4	10/13/95
142	ITRC ASSISTANT III	6	4	10/13/95
145	ITRC/LIBRARY SPECIALIST	9	4	05/29/01
150	HUMAN RESOURCES ASSISTANT	7	4	01/01/12
<u>200 - 249 FISCAL SERVICES</u>				
201	FISCAL TECHNICIAN I	2	4	10/13/95
202	FISCAL TECHNICIAN II	5	4	10/13/95
203	FISCAL TECHNICIAN III	7	4	07/01/06
204	FISCAL TECHNICIAN IV	7	4	10/13/95
206	RETAIL/BOOKSTORE CLERK I	2	4	10/13/95
207	RETAIL/BOOKSTORE CLERK II	4	4	10/13/95
208	RETAIL/BOOKSTORE LEAD	7	4	06/13/11
210	BUYER	8	4	10/13/95
215	CASHIER I	2	4	10/13/95
216	CASHIER II	6	4	10/13/95
220	PAYROLL COORDINATOR	9	4	06/01/99
<u>250 - 299 MEDIA AND DUPLICATION</u>				
250	MEDIA TECHNICIAN	5	5	10/13/95
255	MEDIA/COPY SERVICES TECHNICIAN	6	5	03/17/06
258	MEDIA/COPY SERVICES TECHNICIAN III	10	5	07/01/07
256	PRINT SHOP COORDINATOR	8	5	10/13/95
260	COPY MACHINE OPERATOR	2	4	10/13/95
265	GRAPHIC DESIGNER	10	5	07/01/11

CODE	JOB CLASS TITLE	SALARY RANGE	EEO-6 A.A. CODE	LAST REVISION DATE
<u>300 - 499 TECHNICAL SUPPORT</u>				
305	INSTRUCTIONAL TECHNICIAN I	6	5	10/13/95
306	INSTRUCTIONAL TECHNICIAN II	9	5	10/13/95
315	DATA CONTROL TECHNICIAN I	5	5	10/13/95
316	DATA CONTROL TECHNICIAN II	7	5	10/13/95
317	DATA CONTROL TECHNICIAN LEAD	8	5	10/13/95
325	HELPDESK COORDINATOR I	7	4	07/10/01
326	HELPDESK COORDINATOR II	10	4	06/13/07
400	COMPUTER MAINTENANCE TECHNICIAN I	8	5	06/27/96
401	COMPUTER MAINTENANCE TECHNICIAN II	11	5	06/27/96
405	COMPUTER APPLICATION SUPPORT SPECIALIST	10	5	10/18/10
410	NETWORK SUPPORT TECHNICIAN	12	5	03/17/99

Last revised Nov 2013