

# *COLLECTIVE BARGAINING*



# *AGREEMENT*

**BETWEEN THE**

**BELLINGHAM TECHNICAL COLLEGE**

**AND THE**

**GENERAL TEAMSTERS LOCAL UNION #231**

**JANUARY 1, 2022 THROUGH DECEMBER 31, 2025**

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
BELLINGHAM TECHNICAL COLLEGE  
AND THE  
GENERAL TEAMSTERS UNION,  
LOCAL #231  
EFFECTIVE JANUARY 1, 2022**

This agreement is made and entered into by and between BELLINGHAM TECHNICAL COLLEGE, Bellingham, Washington, hereinafter designated as the College, and the GENERAL TEAMSTERS UNION, LOCAL #231, of Bellingham, Washington, of the International Brotherhood of Teamsters, herein after designated as the Union, do hereby reach agreement for the purpose of enhancing Employer-Employee relationship and to promote general efficiency, morale, and security of the employees.

**ARTICLE I  
RECOGNITION AND COVERAGE OF AGREEMENT**

Section 1.1 -- The College recognizes the Union as the exclusive bargaining representative of all employees in the bargaining unit described in this Article and the Union recognizes the responsibility of representing the interest of all such employees.

Section 1.2 -- The bargaining unit to which this agreement is applicable includes all personnel performing work within the classifications listed on Attachment 1.

Section 1.3 -- 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 descriptions of the bargaining unit as listed in Attachment 1 of this Agreement. The following positions shall be exempted:

- A. Administrators
  - 1. BEST Bargaining Unit Positions
  - 2. Faculty Members
  - 3. Students participating in specific work study programs
  - 4. Managerial and Supervisory positions
  - 5. Professional/Technical Personnel
  - 6. Temporary/Substitute Employees

Section 1.4 -- Definitions

- 1. Trustees - shall mean the Board of Trustees of Bellingham Technical College.
- 2. Employee - shall mean any employee of the College covered by this agreement.
- 3. 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 calendar.
4. Regular Part-Time Employee - shall mean an individual employed in a budgeted position working a minimum of four (4) hours/day, for more than six (6) months; this includes cyclic year employees who work on the instructional calendar. Said employees receive prorated benefits and are assigned a specific work calendar.
  5. Temporary/Substitute Employee - shall mean an individual whose assignment is for extra help or on a specific project and works one-thousand and fifty (1050) hours or less in a fiscal year. Said employee does not receive benefits and may or may not have a specific work calendar.
  6. Managerial and Supervisory Positions - shall mean an individual whose main duty is to supervise and evaluate employees who may or may not be covered by this agreement and/or to manage a function of the College.
  7. Administrator - shall mean an individual having administrative authority in the College.
  8. Trial Service - shall mean a period of time not to exceed forty-five (45) actual days worked when a regular employee who has already completed a probationary period with the College, changes job specifications or transfers within a job classification.
  9. Lead - an employee who, in addition to his/her duties, has responsibility regularly to assign, instruct and check the work of other regular employees as a part of his/her responsibilities. This definition is not intended to cover regular employees who direct the work of temporary employees from time to time and not as a regular part of their duties.
  10. Essential employees – A status the College may determine for an employee in a position who is required to report, remain, or come in before or after their scheduled shift, to protect, recover and continue operations when the college is faced with a short-term, institutional emergency or unscheduled public closure.

Section 1.5 -- The College will not replace a temporary/substitute employee who has worked one-thousand and fifty (1050) hours in a project with another temporary employee to continue performing the same duties in the project. Extension of temporary/substitute employees to work more than one-thousand and fifty (1050) hours on any project, or in any fiscal year, can only be approved by mutual agreement of the College and the Union.

Section 1.6 -- The management of the College and the direction of the work force, assignment and job responsibility are vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of this Agreement may be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

## ARTICLE II

### APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS

Section 2.1 -- The College agrees to deal with the Union with respect to policies, programs, and procedures relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

Section 2.2 -- It is further recognized that this Agreement shall not alter the responsibility of either to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this Agreement.

Section 2.3 -- The College and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout. The College agrees it will not lock out any or all of its employees during the term of this Agreement, and the Union agrees on behalf of itself and its memberships that there shall be no strike, no slowdowns, and no sickouts during the term of the Agreement.

Section 2.4 -- The Union will designate a Conference Committee of up to three (3) 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.

When Conference Committee meetings are held between representatives of the Union and representatives of the College pursuant to this Section, 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.

If the College and the Union 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.

Section 2.5 -- If an employee has been asked to serve on a governing committee, committee time is considered work time and will be paid. The College reserves the right to adjust the employee's schedule to ensure that committee work does not require/create overtime pay.

Section 2.6 -- During contract negotiation years, the College will provide up to eighty (80) hours for the Union to use during negotiation meetings with the College's representatives. In addition, during contract negotiation years, the Union Shop Steward will be allowed to use two (2) days for such activities.

## **ARTICLE III**

### **UNION MEMBERSHIP AND CHECKOFF**

Section 3.1 --The College will provide the Union thirty (30) minutes, during the Employees' regular working hours, for the purpose of presenting information about the bargaining unit and union membership. The Union Shop Steward and Business Representative will be allowed to attend this new hire orientation. This shall generally occur within the first two (2) weeks of employment but shall in no instance be later than thirty (30) calendar days.

Section 3.2 -- The College will notify the Union of all new hires within ten (10) working days of the hire dates. The College shall forward to the Union the name, address, phone number, position and salary of the new Employee. The College shall promptly notify the Union of all Employees leaving its employment

Section 3.3 -- The provisions of this Article shall be enforced in accordance with RCW 41.56.122.

Section 3.4 -- Check-off. The College shall deduct Union dues 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 to the Treasurer of the Union on a monthly basis.

Section 3.5 -- The Union will promptly furnish the College written notification from an Employee who revokes consent of the deduction of the Union initiation and dues. Once notified, the College will stop deducting initiation fees and dues.

Section 3.6 -- The Union 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. The Union shall have the right to designate an attorney who may assist in the defense of any suit brought against the College as a result of these provisions.

## **ARTICLE IV**

### **PAYROLL DEDUCTION**

Section 4.1 -- Payroll deduction from employees' pay for Union dues and joining fees, tax sheltered annuities, Washington State Combined Fund Drive, credit unions, and approved health insurance plans shall be allowed upon written request by the employees.

Section 4.2 -- Union Payments. Payroll deduction authorization cards shall be submitted to the College from the Union showing the amounts to be deducted and the employee's signature.



## **ARTICLE V**

### **UNION REPRESENTATION**

Section 5.1 -- Shop Stewards shall be allowed to leave their place of work, after checking out with their immediate supervisor, to be present with and represent any member, at the member's request, during discussions between the member and supervisor or other representatives of the College. Provided further, that if the Shop Steward is not immediately available, or the Shop Steward's availability would affect his/her workload, said discussions between the employee and the College's designee shall be postponed until the Shop Steward may be present.

Section 5.1.1 -- The Union will notify the College on an annual basis, and in the event of a change, of the names of the Shop Stewards. This notification shall be in writing and presented to the Executive Director of Human Resources for the College no later than June 30, annually.

Section 5.2 -- The Shop Stewards shall represent the Union in meetings with officials of the College to discuss those matters covered by this Agreement. They may receive and investigate possible grievance complaints or general conditions of the employees when the nature of the problem makes it necessary.

Section 5.3 -- The Union Business Representative shall be permitted to visit employees on the premises of the College to conduct business of the Union, providing he/she does not unduly interrupt the work of the employees visited. Upon entering the premises of the College, the Business Representative shall announce his/her presence at the Human Resource Office when possible unless the office is closed.

Section 5.4 -- Employees may attend monthly meetings of the Union, which are generally scheduled for the second Friday of every month, provided that the supervisor(s) are notified of cancellation at least twenty-four (24) hours in advance and in the case of rescheduled meetings, at least a week (five (5) working days) in advance; provided the meeting does not unduly interrupt the work of the employees; and that the time is made up at the end of that day's shift and at no other time. The duration of said meeting will last no longer than one hour. Should other time be needed for this meeting, it will be the responsibility of the Union to hold the meeting at a time that is not scheduled work time for the unit members.

## **ARTICLE VI**

### **EMPLOYMENT CONDITIONS**

Section 6.1 -- The College and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or against any person on the basis of race, color, national origin, disability, sex, genetic information, or age in admission, treatment, or participation in its programs, services and activities, or in employment. All inquiries regarding compliance with access, equal opportunity and/or grievance procedures should be directed to the Executive Director of Human Resources, Bellingham Technical College, 3028 Lindbergh

Avenue, Bellingham, WA 98225, or call (360) 752-8354.

Section 6.2 -- Probationary Period. Each new hire shall remain in a probationary status for a period of not more than ninety (90) actual days worked following the date of hire to a regular position by the President during which time the College has authority to terminate without showing just cause. Regular status shall be granted, following a satisfactory written evaluation, ninety (90) actual days worked from the date of hire with all benefits and seniority retroactive to the date of hire.

Section 6.3 -- No temporary/substitute employee shall be employed by the College in excess of one-thousand and fifty (1050) hours in a fiscal year as defined in Article 1, Section 1.4 or per Article 6.3.1, except for positions that need to be filled for employees on extended leaves of absence in accordance with Article VIII, Section 8, and Article XIII, Section 9.

Section 6.3.1 -- The Food Services Department of the College may hire, on a periodic basis and under the following conditions, employees from employment/staffing agencies such as, but not limited to, Express Professional Services.

The conditions under which this agreement applies are:

- Hiring for short duration, high volume catering events.
- Prior to hiring from agencies, regular member Food Service Workers and Hospitality Associates will be given first right of refusal for event work for which they are qualified at the regular (non-overtime) rate during periods that fall outside of their regular cyclical schedule. The College will also offer a total combined maximum of seventy-five (75) hours of event work to regular Food Service workers and Hospitality Associates at the overtime rate during a fiscal year when it falls in the cyclical schedule. For example: if a Food Service Worker has accepted forty (40) overtime hours, then only thirty-five (35) hours remain to be worked by all staff in the classifications during the fiscal year. At management discretion, additional hours over seventy-five (75) may be offered to regular Food Service Workers and Hospitality Associates. Regular employees will be offered assignments at the step on the Food Service Worker salary grade that corresponds with their years of service with the College. Assignments will be made at the discretion of the Enterprise Services Director.
- Prior to hiring from agencies, regular member Cooks will be given first right of refusal for event work for which they are qualified at the regular (non-overtime) rate during periods that fall outside of their regular cyclical schedule. The College will also offer a total combined maximum of seventy-five (75) hours of event work to regular Cooks at the overtime rate. For example: if a Cook has accepted forty (40) overtime hours, then only thirty-five (35) hours remain to be worked by all other Cooks during the fiscal year. At management discretion, additional hours may be offered to regular Cooks. Regular employees will be offered assignments at the step on the Cook salary table that corresponds with their years of service with the College. Assignments will be made at the discretion of the Enterprise Services Director.
- Prior to hiring from agencies, current enrolled Culinary Arts program and pre-program

students may be, at Food Services department discretion, sought out and provided event work for which they are qualified.

Further the parties agree that any temporary employee used under the conditions and duration of this agreement shall be allowed to continue working in the temporary position beyond the one thousand and fifty (1050) hours defined in Article I, Section 1.4. #5-Temporary/Substitute Employee. Hours worked will not apply to the one-thousand and fifty (1050) hour limit.

This agreement applies only in situations of Food Services Department Catering Events serving customer volumes greater than normal staffing can accommodate and does not extend to any other college department or temporary position or temporary employee serving as Classified Staff at Bellingham Technical College nor is it intended to set a precedent for further exceptions to temporary positions or temporary employees.

## **ARTICLE VII HOURS OF WORK**

Section 7.1 -- The Workday. Eight (8) hours work within eight and one-half (8 1/2) hours or nine (9) consecutive hours constitutes a day's work for all day shift employees; seven and one-half (7 1/2) hours within eight (8) hours shall be considered a day's work for all swing and graveyard shift employees, except which may be agreed upon in Section 7.1.1.

Section 7.1.1 -- The College and the Union recognize that there may be benefit for scheduling of alternative shifts, such as four-tens (4/10) in the summer. The College or the Union may request alternative scheduled shifts, such as four-tens (4/10) during the summer, without regard to Section 7.5, provided that overtime is paid in accordance with the Fair Labor Standards Act. Provided that the shift allows adequate attendance and shift coverage during the workweek. Sick, and vacation leave shall be deducted on an hour for hour basis; holiday pay shall be awarded based on an eight (8) hour day. The Conference Committee will meet prior to June 1, annually, to explore the need for an alternative shift of four-tens during the summer quarter months.

Section 7.1.2 -- Summer alternative schedules such as four (4) ten (10) hour workdays per week may be requested subject to the following provisions:

1. Employees who are scheduled to work the four (4), ten (10) hour workday will:
  - a) Work hours and schedules as agreed to with the Supervisor, without regard to Section 7.5, provided that overtime is paid in accordance with the Fair Labor Standards Act.
  - b) Work shifts that allow adequate attendance and completion of work responsibilities, e.g., Monday through Thursday/Tuesday through Friday.
  - c) Have working hours uniformly scheduled with a half-hour (30 minute) lunch and two (2) fifteen (15) minute breaks. The fifteen (15) minute breaks are intended to be taken half-way through the work periods before and after the lunch break.
  - d) Have sick leave, vacation leave, etc., deducted on an hour for hour basis.

2. All Teamster employees agree that working without a lead, if applicable, will not result in an expectation of the higher pay of a lead. Therefore, Section 8.2 of the contract which states, “Any employee who has been assigned to a higher classification shall receive the higher rate of pay in the higher classification” will not apply while scheduling the four (4) ten (10) hour workday.
3. If the parties mutually agree to an alternative schedule during the summer, the College will notify the Union about the dates of that year’s summer schedule. The College, at its discretion, may cancel the four (4), ten (10) hour workday schedule or change the schedule for all or part of the employees involved. Alternative schedules must be agreed upon by both parties a minimum of two (2) weeks prior to the date that alternative work schedules are to commence.
4. All other working conditions will continue in conformance with this Collective Bargaining Agreement.

The College will consider retroactive out-of-class pay for a specific atypical situation when a custodial crew member performs Assistant Head Custodian duties when neither a Lead nor college Administrator is on site (during Friday night shifts).

Section 7.1.3 -- Rest Breaks. Eight (8) hour employees are authorized two (2) rest breaks per shift of not more than fifteen (15) minutes each. The first break shall be scheduled as near to the end of the second (2nd) hour of the shift as the work schedule permits. The second break shall be scheduled at or near the end of the sixth (6th) hour of the shift. Four (4) hour or six (6) hour employees shall have one (1) rest break of not more than fifteen (15) minutes scheduled at or near the end of the second (2nd) hour of the shift.

Section 7.1.4 -- Lunch Period. The lunch period for all shifts of more than four (4) hours shall be at least one-half (1/2) hour and scheduled at or near the end of the fourth (4th) hour of the shift. Alternate schedules shall have a lunch break of thirty (30) minutes no later than the completion of five (5) hours of work.

Section 7.1.5 -- All employees working more than four (4) hours shall receive an uninterrupted lunch period on the employee's time consistent with Section 7.1.4.

Section 7.2 -- Workweek. Eight (8) hours a day, forty (40) hours a week, Monday through Friday, constitutes a week's work. For overtime purposes the workweek is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday. The normal workweek shall consist of five (5) consecutive workdays, Monday through Friday, followed by two (2) consecutive days off (Saturday and Sunday), except for those employees who regularly work on Saturday. Their workweek shall consist of five (5) consecutive workdays plus two (2) consecutive days off.

Section 7.3 -- When the majority of hours worked in a workday fall between the times of 1:00 p.m. and 10:00 p.m., said total hours shall be considered as swing shift and when a majority of hours worked in a workday fall between the times of 10:00 p.m. and 6:00 a.m. the following day,

said total hours shall be considered a graveyard shift.

Section 7.4 -- Hours of work and time off for lunch shall be designated by the President or designee.

Section 7.5 -- Overtime at the rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked beyond the regular weekday and/or regular workweek as defined under Sections 7.1 and 7.2. Double time (2x) shall be paid for any work performed on Sunday and certain holidays as provided in Article XI, Section 1. Except in emergencies, part-time personnel will not be required to work overtime on weekends.

Section 7.6 -- The President or designee shall determine the need for employee services for all College functions.

Section 7.6.1 -- All overtime hours worked during any payroll period shall, when reported by the employee as required, be included in the paycheck for that payroll period.

Section 7.6.2 -- No split shifts/split work weeks are permitted for part-time employees except as mutually agreed on by the Union and the College.

Section 7.7 -- When an employee is required to report for extra work, he/she shall receive no less than two (2) hours for each call back and shall not be paid less hourly than is provided for in this Agreement or his/her classification as follows:

Section 7.7.1 -- If an employee is called back to work extra hours after the completion of his/her regular shift a minimum of two (2) hours will be paid at the appropriate rate of pay.

Section 7.7.2 -- If an employee is called to work additional hours immediately preceding his/her regular working period or immediately following his/her regular working period the employee will be paid for the actual additional hours worked at the regular rate or the overtime rate, whichever is applicable.

Section 7.8 -- No shift shall be scheduled for less than two (2) hours.

Section 7.9 -- When employees are required to work as an essential employee, they will be paid overtime at the rate of time and one half (1 ½ times) for all hours worked.

Section 7.10 -- 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, employees that are not required or are unable to report to work will be compensated for the first day of each incident without the use of leave time. For each successive day within the same incident that the College remains closed, employees may use available emergency leave, personal leave, vacation leave, or leave without pay.

## **ARTICLE VIII**

### **WORKING CONDITIONS (GENERAL)**

Section 8.1 -- During the summer months, forty (40) hours per week shall prevail as the workweek with the same monthly pay. Permanent part-time employees shall be offered summer employment for which they are qualified prior to the hiring of additional help.

Section 8.1.1 -- Each employee shall be assigned to a definite and regular shift and workweek. An employee will be given at least five (5) working days' notice prior to any permanent change in his/her shift assigned hours that exceeds fifteen (15) minutes; provided, however, this notice may be waived by consent of the employee, or by the College during an emergency situation. An employee will be given at least two (2) calendar weeks' notice prior to any increase or reduction in hours; exceptions to the two (2) week notice shall be handled on a case-by-case basis.

Section 8.2 -- Any employee who has been assigned to a higher classification shall receive the higher rate of pay in the higher classification.

Section 8.3 -- No administrative representative, supervisor, faculty member, volunteer, or unpaid trainee shall assume or be assigned the duties and responsibilities of regular employees covered under this agreement.

Section 8.3.1 -- In the case of absences and/or additional work, and it is determined there is a need for additional hours to cover, every effort shall be made to assign the first twelve (12) hours of coverage, as overtime or at the applicable non-overtime rate, to regular employees, in appropriate order, in accordance with Section 9.1.1, prior to the use of temporary employees.

Section 8.3.2 -- In assignments involving the temporary absence of longer than three (3) days in a lead position, or a position in a higher classification, every effort shall be made to assign regular employees, in appropriate order, prior to hiring temporary/substitute employees. Any overtime which may result from temporary assignments in a higher classification shall be administered in accordance with Section 9.1.1.

Section 8.4 -- The College will make a good faith effort to have a minimum of two (2) employees on a graveyard shift.

Section 8.5 -- Each employee shall be given a job description and a duty routine for his/her position at the time of hire. They will also be given a copy of any changes to job descriptions or duty routines as they occur.

Section 8.5.1 -- Starting January 1, 2022, and completed by April 1, 2022, job descriptions will be re-evaluated, beginning with occupied positions. Thereafter, job descriptions will be reviewed upon request.

Section 8.5.2 – When new positions covered by this agreement are developed, a description for that position shall be provided to the Teamsters Union and shall be available in the Human Resources Office or online at the time of the posting.

Section 8.5.3 – When new job classifications or levels are developed which are not covered under the current job classifications, the College will notify the Teamsters Union and within thirty (30) working days the Teamsters Union will arrange for a meeting with the Human Resources Designee to review the information and agree to the applicability of the new classification or levels to representation in the bargaining unit.

Section 8.5.4 – When there are permanent and substantive changes in the functions of an existing position involving the addition, reduction, or modification of duties and responsibilities, the Human Resources Designee shall consider reallocation of the position to the appropriate classification, subject to the BTC Position Allocation-Reallocation Procedure for Teamsters Classified Staff included in this Agreement as Appendix A. These changes may be immediate or over a period of more than six (6) months and must constitute more than twenty-five percent (25%) of the duties of the position.

Cases involving only pay rates will be handled in the same way in Appendix A Position Allocation-Reallocation Procedures.

Section 8.6 -- The College agrees to maintain a safe and healthy work environment and will maintain a representative on the Safety Committee.

In addition, once a quarter, operational meetings between department management and respective work shifts and groups (days, evening and graveyard) (Facilities and Food Service) will be held at mutually agreeable times and dates throughout the year, as necessary. These meetings can be cancelled or postponed with mutual agreement. In addition, once a year (as part of one of the quarterly meetings) a Facilities group meeting will be held. The intent of these meetings is to maintain satisfactory communication between College management and department staff. Content of these meetings will focus on operations and may include, but not be limited to, regular operations information, workplace safety, professional development, and skills improvement.

Section 8.7 -- Employees of the Teamsters Bargaining Unit may attend courses at Bellingham Technical College (not during regular working hours) on a space available basis, as approved by the President. Such courses shall be in the mutual interest of the College and the employee. Written copies of such decisions shall be forwarded to the Human Resource Office and the employee. Tuition of approved courses will be paid by the College. Non-tuition expenses and materials will be the responsibility of the employee.

Upon satisfactory completion of course work leading to the certification, four (4) years of appropriate work under the direction of a Journeyman and successful passage of the appropriate state or craft union sanctioned Journeyman examination in those crafts where such tests are available, an employee may be considered by the College to be qualified for Journey position

openings.

Section 8.8 -- Personnel Files. The College shall, upon employee request, make his/her official personnel file available for inspection by the employee. Upon written request from the employee, the College shall make his/her official personnel file available for inspection by the employee's designated representative. The employee or designee shall contact the Human Resource Office to establish a time to review said file.

The employee shall have the right to have placed in his/her official personnel file a rebuttal to any information contained therein, and a former employee shall have the right of rebuttal for a period not to exceed two (2) years.

Section 8.9 -- Chemical Handling. Employees will not be required to handle unknown chemicals without first consulting a supervisor on a handling procedure. Programs will provide current Safety Data Sheets (SDS) on all chemicals.

Section 8.10 -- Professional Development -- The College and Union affirm that continued professional and personal growth of individual staff members and professional and program development are fundamental to improving the total effectiveness of the College. The College and the Union recognize the value and benefit of education and training designed to enhance an employee's ability to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with current institution policies and available resources.

Section 8.10.1 -- Annually, the College shall provide an allocation of three-thousand five hundred dollars (\$3,500), provided that funding is available, for the purpose of employee voluntary professional development activities. The parties agree to meet no later than July 31, of each year to review the level of in-service activities provided by the pool of in-service dollars and to discuss the availability of applicable funding for the next fiscal year.

Section 8.10.2 -- Employees will submit written requests to the Supervisor for training and employee development, including the specific training, the schedule and costs. The Supervisor will approve or deny requests in writing. If training is denied, the written notice will include the reason for denying the request. 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 or additional pay adjustments.

Section 8.10.3 -- Professional development funds may be used for but not limited to costs related to conference/training registration fees, meals, travel expenses (mileage, hotel, etc.), required course books and supplies, certification related activities (e.g., study materials, tests, annual fees, etc.) pertaining to professional growth and not personal enrichment.

Section 8.10.4 -- 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 8.10.1.

Section 8.10.5 -- It is the intent of both parties that every effort will be made to allow employees to attend College-sponsored workshops.

Section 8.10.6 -- An employee who wishes to use tuition fee waiver will be allowed to do so in accordance with College policy and state rules and regulations. Employees who wish to enroll in courses at other higher education institutions will abide by the policies of those institutions.

Section 8.10.7 -- The College will make reasonable attempts to schedule employer-required training during an employee's regular work schedule. Attendance at College required training will be considered time worked and the College will pay the registration costs. Travel associated with training will be paid in accordance with applicable wage and hour laws.

Section 8.11 -- Personal Safety Equipment - After completing probation, full-time employees meeting the following criteria below may be reimbursed up to three hundred and fifty dollars (\$350) every two (2) years for the purchase or repair of required footwear and workwear, not to exceed one (1) replacement per year based on date of reimbursement (prorated for part-time employees). Exceptions to this rule will be handled on a case-by-case basis.

- Employees who are required by position to wear specialty footwear or workwear based on the College's position job description, will be eligible for the above benefit.

## **ARTICLE IX**

### **SENIORITY**

Section 9.1 -- Seniority shall be defined as the employee's last beginning date of continuous employment in a permanent position. Instructional year employees shall be deemed as full-time employees for the purpose of seniority. Seniority shall be the first consideration in all matters of job promotion, opening, layoff, rehire, shift change, and vacation providing the employee meets the minimum qualifications. Seniority shall be considered as follows:

- First Priority--Job Classification
- Second Priority-- Job Department
- Third Priority--Bargaining Unit

Section 9.1.1 -- Employees will be assigned overtime within a job classification on an equitable rotating basis.

Section 9.2 -- Employees hired on the same date will draw lots to determine the senior employee.

Section 9.3 -- Employees who change departments will retain seniority in all previous departments where they have been a permanent employee.

## **ARTICLE X**

### **JOB VACANCIES AND BID PROCEDURE**

Section 10.1 -- Positions other than "entry level" vacated for any reason within any of the departments covered under this Agreement shall be posted in all working areas at least five (5) working days prior to being permanently filled. Posting shall indicate the job title and job location. Any subsequent jobs which are open by reason of promotion to the posted job may be filled by applicants who are passed over for the initial opening without reposting. Entry-level positions will be considered to be less than four (4) hours. Employees in entry-level positions may file a written request for additional hours with the Human Resource Office. Employees having such requests on file will be considered for any position with additional hours. Employees of the College shall be first considered for all job openings, however, promotions to Head Custodian and Leads shall not be made on the basis of seniority.

Section 10.2 -- Any employee desiring to bid on a position so posted as outlined above shall submit a Bellingham Technical College Job Openings Bid Form (herein, included as Attachment #3) to the Human Resources Office, the Union office and retain a copy for himself/herself, requesting consideration for the position posted no later than five (5) working days from date of posting.

Section 10.3 -- Any employee bidding on a posted 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. Upon request of a passed over employee, one College representative shall meet with the employee within five (5) working days of the employee's receipt of the written notice to state the College's reason for the employee's seniority being passed over. Article V, Section 1, shall not be applicable to this section.

Section 10.4 -- Any employee on an authorized leave of absence or on sick leave who has specified a return to work date prior to the date the position is to be permanently filled shall be notified of the vacancy, providing the employee notifies the College of any change in his/her current mailing address.

Section 10.5 -- When any job posting is conducted outside of the instructional year, all instructional year employees (cyclic) may, if requested so in writing by June 1 of each year, have announcements mailed to their homes.

Section 10.6 -- Any employee advanced in position shall be given a trial service period of not more than forty-five (45) actual days worked exclusive of vacation and leave time. If said employee cannot satisfactorily perform the duties of the position, he/she shall be returned to his/her former position, said judgment to be exercised fairly and in good faith. However, no determination shall be made until the employee has received on-the-job orientation in the new position administered by the College designee. By mutual agreement of the Union and the College, the interim appointment time spent in the position may count towards the trial period.

Section 10.7 -- When an employee suddenly terminates his/her service or when it is necessary to remove an employee from a position without giving fifteen (15) calendar days' notice, the job may be filled temporarily the first fifteen (15) calendar days to allow time for posting.

Section 10.8 -- Permanent part-time employees, when qualified, shall be given first consideration over a new hire for additional work.

Section 10.9 -- An employee may request a non-promotional transfer to a posted job opening by submitting a request to the College indicating specific reasons for the desired transfer. Non-promotional transfers are exempt from the seniority provisions of Article IX, Seniority. Prior to any non-promotional transfer, voluntary or otherwise, the College will consult with the Union concerning reasons for such transfers.

## **ARTICLE XI HOLIDAYS**

Section 11.1 -- Employees receive twelve (12) paid holidays each calendar year. They are:

- New Year's Day (1st day of January)
- Martin Luther King Jr.'s Birthday (3rd Monday of January)
- President's Day (3rd Monday of February)
- Memorial Day (last Monday of May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (1st Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (4<sup>th</sup> Thursday of November)
- Native American Heritage Day (4th Friday of November)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)

When a holiday occurs on a Saturday, it is observed on the preceding Friday. When a holiday falls on Sunday, it is observed on the following Monday. Any time worked on State holidays will be paid at the rate of double (2X) time.

Section 11.2-- Employees who work full monthly schedules throughout their work year, must be in pay status (i.e., at work or on paid leave) on the day before a holiday to be paid for the holiday. When they are on leave without pay the day before a holiday, they do not get paid for the holiday. Cyclic year employees who work less than full monthly schedules throughout their work year qualify for holiday pay if they work or are in pay status on their last regularly scheduled working day before the holiday in that month.

Section 11.3-- Time off begins at the close of the working day preceding the holiday and up to

the starting time of the working day following the holiday. If a holiday falls on a Saturday or Sunday and is not observed on the workday prior to or the following workday, the employee shall be granted one (1) additional day of holiday pay unless it is mutually agreed to observe such holiday at another time. Should one of the named holidays appear during an employee's paid vacation, the employee will not be charged for a vacation day for the holiday.

Section 11.4 -- Each employee shall have available three (3) personal holidays annually, per contract year, which are non-cumulative, provided:

1. the employee's probationary period has been completed;
2. the leave does not interfere with the effective running of the College;
3. the employee has given not less than three (3) calendar days' notice to the Supervisor; provided, however, the employee and Supervisor may agree upon an earlier date;
4. the number of employees needing a particular day off does not prevent providing continued public service.

## **ARTICLE XII VACATION**

Section 12.1 -- Vacation Leave---Accrual. Full-time employees eligible for vacation leave will accrue vacation leave, to be credited at the end of each month, at the following rates:

Effective on the first of the month following ratification of the agreement by both parties, full-time employees eligible for vacation leave will accrue vacation leave, to be credited at the end of each month, at the following rates:

Completed Years Of Continuous Service Credit	
1 – 3	Fifteen (15) days per year (10 hours per month)
4 – 9	Nineteen (19) days per year (12.67 hours per month)
10	Twenty-two (22) days per year (14.67 hours per month)
11 – 18	Twenty-three (23) days per year (15.33 hours per month)
19+	Twenty-four (24) days per year (16 hours per month)

Section 12.2 -- All employees covered under this agreement working less than full-time schedules will accrue vacation leave credit on the same pro-rata basis that their appointment bears to full-time employment. Regular part-time positions shall be credited as full service when computing time.

The scheduled period for instructional (cyclic) year positions leave of absence without pay shall not be deducted for purposes of computing the rate of vacation leave accrual.

Section 12.2.1 -- The effective dates for computing leave accrual shall be:

1. The first of the month of hire for employees hired between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of a month; or
2. The first of the following month for employees hired between the sixteenth (16<sup>th</sup>) and the end of a month.
3. Employees terminating on or before the fifteenth (15<sup>th</sup>) of the month shall not receive accrued leave for the month; those terminating on or after the sixteenth (16<sup>th</sup>) shall receive the full monthly accrual credit, provided they have not been on a leave of absence without pay during the month in excess of ten (10) working days.
4. Employees taking leave without pay exceeding ten (10) working days will not accrue leave during that month.

Section 12.3 -- 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 12.4 -- 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 12.5 -- 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 12.6 -- Use - Vacation leave may not be taken until an employee has completed their probationary period pursuant to Article VI of this agreement. An employee bringing an accrued balance from another state agency may use the previously accrued vacation leave during the College probationary period.

All requests for vacation leave must be approved by the immediate supervisor in advance of the effective date unless used for emergency reasons. Vacation leave shall be scheduled with the approval of the immediate supervisor at a time most convenient to the work of the department, the determination of which shall rest with the immediate supervisor. As far as possible, leave will be scheduled in accordance with the wishes of the employee in any amount up to a total of their earned leave credits.

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

Section 12.7 -- Accumulation -- Excess vacation leave credits may be accumulated to a maximum of thirty (30) full-time working days two-hundred and forty (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 (30) 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 Executive 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 (30) days is accrued and the employee's 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 12.8 -- The College shall pay employees who have completed the probation period and who have been discharged, or terminated, for unused accrued vacation leave, subject to the provisions of Article XIV herein. Payment shall be made not later than the month following termination of employment. Vacation leave payable under Section 12.7 and this Section shall be computed and paid according to applicable rules and regulations of the State Office of Financial Management.

## **ARTICLE XIII**

### **AUTHORIZED LEAVE AND INDUSTRIAL INSURANCE**

Section 13.1 -- **Illness, Injury, and Emergency Leave.** Beginning each instructional year, employees covered under this agreement shall be allocated up to twelve (12) days Illness, Injury, and Emergency Leave per year. Effective January 1, 2000, employees covered under this agreement shall accrue one (1) day of sick leave per month. Employees working less than full-time schedules shall accrue Illness, Injury, and Emergency Leave on the same pro-rata basis that their appointment bears to a full-time appointment. Unused Illness, Injury, and Emergency leave days shall accumulate subject to the terms and limitations of state statutes. Employees may utilize their accrued Illness, Injury, and Emergency leave to care for a sick minor child with a routine illness, for a spouse, registered domestic partner (who is registered with or recognized as a domestic partner by the State of Washington pursuant to RCW 26.60), parent, parent-in-law or grandparent with a serious or emergency health condition or for a sick adult child who is incapable of self-care because of a physical or mental disability. A grant of five (5) or more consecutive days must be verified by written statement from a physician.

Emergency leave shall be granted as defined in the following:

1. 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.
2. The problem must be one of major importance and not a mere convenience.
3. It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or holiday, then such leave shall be granted so long as Illness, Injury, and Emergency Leave days are available.

Applications requesting consideration for an absence under Emergency Leave shall be made

within five (5) working days after return to duty to the Supervisor, who shall consult with the Human Resource Office. Approved Emergency Leave shall be recorded on the TLR (Time and Leave Reporting) with a note of explanation.

Section 13.1.1 -- Annual Conversion of Accumulated Illness, Injury, and Emergency Leave. Each January, any employee who at the end of the immediate previous calendar year shall have accumulated in excess of sixty (60) (480 hours) days of unused Illness, Injury, and Emergency Leave may elect to convert unused Illness, Injury, and Emergency Leave earned the previous year in excess of sixty (60) days to monetary compensation at the rate of twenty-five percent (25%) of the employee's current full-time daily rate of compensation for each full day of eligible leave. Any such election shall be made by returning the authorization form provided to the Human Resources Office during the month of January. Any such annual conversion of accumulated Illness, Injury, and Emergency Leave shall be subject to the terms and limitations of state statutes.

Section 13.1.2. -- Conversion of Illness, Injury, and Emergency Leave Upon Retirement or Death. Any employee who hereafter shall retire or who shall die while employed by the College may elect (personally or by his/her personal representative, as appropriate) to convert accumulated unused Illness, Injury, and Emergency Leave days to monetary compensation at the rate of twenty-five percent (25%) of the employee's full-time daily rate of compensation at the time of termination from employment for each full day of eligible Illness, Injury, and Emergency Leave upon retirement or death shall be subject to the terms and limitations of state statutes.

Section 13.2 -- Disability Leave. Disability leave shall be granted for a reasonable period, not to exceed one (1) year, to a regular employee who is precluded from performing his/her job duties because of a disability (including those related to pregnancy or childbirth). The disability and recovery shall be as defined and certified by a licensed health care provider, subject to a second (2<sup>nd</sup>) opinion at the employer's expense. Disability leave may be a combination of sick leave, vacation leave, personal holiday, and leave of absence without pay and shall be granted at the written request of the employee. The combination and use of paid and unpaid leave during a disability leave shall be per the choice of the employee. The exception is that the employee shall be allowed to use eight (8) hours of accrued paid leave per month for up to four (4) months during a disability leave of absence without pay to provide for continuation of State Employees Benefits Board insurance coverage. The employer shall designate on which day of each month the eight (8) hours paid leave will be taken.

Section 13.3 -- Industrial Insurance. Bellingham Technical College will provide no-fault accident and disability coverage by paying 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. A small percent is paid by the employee and listed as medical aid on the employee's pay stub. This insurance is designed to cover medical expenses and to partially makeup for wages lost while a worker recovers. Vocational counseling or transitional work opportunities also may be available. An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss

compensation. Employees who take sick leave or vacation leave pay in addition to any time-loss compensation will receive full sick leave or vacation leave pay in addition to any time-loss payments. The Certificate of Coverage is 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 Human Resource Office and the Department of Labor and Industries, P.O. Box 4400, Olympia, WA 98504-4000.

Section 13.4 -- Extended Leaves. Upon the decision of the President, or designee, an unpaid leave of absence may be granted to those employees with extended illnesses or injuries, or for other personal reasons, and who have exhausted all other accrued Illness, Injury, and Emergency Leave, annual vacation, and industrial insurance (where applicable). Request for such leave must be in writing to the President or designee.

For matters concerning medical reasons, Section 13.2 and 13.4 will be covered under the Family Medical Leave Act and the College procedures covering this Act.

Section 13.4.1 -- Said extended leave shall not exceed one (1) year.

Section 13.4.2 -- An employee shall submit a letter to the College not later than the eleventh (11th) month of absence stating his/her intention of whether to return to the College.

Section 13.5 -- Bereavement Leave. All employees are entitled to Bereavement Leave with pay for death in the immediate family as follows:

Immediate family shall include: spouse, domestic partner (who is registered with or recognized as a domestic partner by the State of Washington pursuant to RCW 26.60), children, mother, father, stepmother, stepfather, grandparents, grandchildren, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or persons living in the immediate household as a member of the family.

For each death, leave shall be granted as follows:

For each death of spouse, parent, child, domestic partner (who is registered with or recognized as a domestic partner by the State of Washington pursuant to RCW 26.60), sister, or brother -- five (5) days shall be allowed.

For all others -- three (3) days shall be allowed.

Three (3) additional leave days may be granted at the discretion of the President or designee where extended travel is required.

Section 13.6 -- Parental Leave. All employees shall receive leave upon birth of the employee's child. Such leave shall not exceed two (2) days per birth and will not be charged to the employee's accumulated sick leave.

Section 13.7 -- Adoption Leave. Adoption Leave shall be granted with pay on a temporary basis upon application to the College by either or both parents in order to complete the adoption process providing such leave does not exceed an aggregate of five (5) days in any given year. Such



temporary leave may be used for court and legal procedures, home study and evaluation, and required home visitations by the adoption agency. An employee legally adopting a child shall notify the College in writing of the intent to take Adoption Leave, stating the expected dates of commencement of leave and return to employment. Adoption Leave may be granted for a period not to exceed one (1) year. Unpaid extended Adoption Leave may be granted for a period not to exceed one (1) year.

Section 13.8 -- Parental Leave and Adoption Leave shall be administered under the Family Medical Leave Act and the College procedures for this Act.

Section 13.9 -- Any employee who is on authorized leave shall be returned to a similar job in the same job specification held prior to the leave of absence when released for work by the attending physician within a year provided he/she is able to perform the required duties of the position.

Section 13.9.1-- An employee on authorized leave will retain accrued Illness, Injury, and Emergency Leave, vacation time, and seniority rights. Vacation credit, seniority and Illness, Injury, and Emergency Leave will not accrue while the employee is on leave.

Section 13.9.2 -- Any person filling in for a position vacated by an employee on an authorized leave of absence shall be placed in accordance with Article VIII, Section 8.3.2, and given a temporary assignment or hired as a temporary employee. If the College is notified in writing that the regular employee shall not return to work for the College, and the College chooses to fill the position, the job opening will be posted.

Section 13.10 -- Jury Duty. In the event an employee is summoned to serve as a juror, or appear as a witness in court arising out of the employee's assignment with the College, or is named as a co-defendant with the College, such employee shall receive a normal days' 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 13.11 -- Unpaid Holidays for a Reason of Faith or Conscience

1. Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by WAC 82-56.20 or the employee is necessary to maintain public safety. "Workdays" is defined as leave hours used in whole day increments (i.e. three (3) hours used is considered one (1) of two (2) workdays used in the calendar year).
2. The Employer will allow an employee to use personal leave or vacation leave in lieu of leave without pay. All requests to use Personal Leave or Vacation Leave requests must

indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience.

3. An employee's seniority date, probationary period or trial service period will not be affected by leave without pay taken for a reason of faith or conscience.
4. Employees will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

### Section 13.12 – Other Leaves

Provided by Applicable Statute:

- Washington State Paid Family and Medical Leave (PFML) Program (RCW 50.A)
- Washington State Family Care Act (RCW 49.12.265)
- Leave for Pregnancy, Childbirth, and Pregnancy Related Conditions (WAC 162.30.020)
- Military Leave (RCW 38.40.060 and 73.16, and 39 USC §§ 4301 et seq.)
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76)
- Leave for Spouses of Deployed Military Personnel (RCW 49.77)
- Leave for Certain Emergency Services Personnel (RCW 49.12.460)
- Federal Family and Medical Leave (FMLA)

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to College policy and procedure.

## **ARTICLE XIV TERMINATION AND DISCHARGE**

Section 14.1 -- The College shall have the right to discipline or discharge an employee for just cause.

Section 14.2 -- Termination of employment by the College shall require not less than fifteen (15) calendar days notice, except in those incidents that are referenced in Section 14.4.

Section 14.3 -- In normal circumstances employees will give fifteen (15) calendar days notice before terminating. In cases of emergency, that is, situations which are suddenly precipitated and over which the employee has no control, the fifteen (15) calendar days requirement is not necessary. When an employee resigns without giving fifteen (15) calendar days notice (except in emergency situations) said employee forfeits all accrued benefits.

Section 14.4 -- The following reasons shall be just cause for immediate discharge or suspension: Substance abuse on the job, moral turpitude, theft, leaving the job site for purely personal reasons

without supervisor authorization, or any cause that constitutes imminent danger to the College, the students or equipment; in any such case the Union Representative shall be notified immediately. In all other discipline cases the College agrees to employ the principle of progressive discipline which shall be defined as:

- A. Verbal warning
- B. Written warning
- C. Suspension without pay
- D. Discharge

Section 14.4.1 -- All written disciplinary notices, including documented oral warnings, shall be placed in the employee's personnel file. Oral warnings shall have a statute of limitations of eighteen (18) months from the date of issuance, after which time they will be removed, provided that no other disciplinary action has taken place during that time period. Written warnings shall have a statute of limitations of twenty-four (24) months from the date of issuance, after which time they will be removed, provided that no other disciplinary action has taken place during that time period. Suspensions shall have a statute of limitations of sixty (60) months from the date of issuance, after which time they will be removed, provided that no other disciplinary action has taken place during that time period. Employees with oral or written notices on file on February 1, 2018, will still have those notices removed after 18 months. Any warning notice signed or received by an employee shall not be construed as an admission of guilt. The Union will be provided with a copy of all disciplinary notices issued. All such notices shall be subject to the grievance procedure.

Section 14.5 -- Any employee who has been discharged for just cause shall be given a written statement of specific cause for the discharge in accordance with Bellingham Technical College's Progressive Disciplinary Procedures, 511, Loudermill Due Process.

Section 14.6 -- The College may use video cameras for the purpose of providing a safer environment for students, employees and the public. The College will inform the Union when new cameras are installed. Video cameras will not be used for the purpose of discipline except as part of an investigation into allegations of misconduct with Executive Director of Human Resources' approval. If potential misconduct is revealed as a result of viewing camera footage for a documented, but otherwise unrelated investigation, then upon the approval of the Executive Director of Human Resources, the Supervisor may begin an investigation into the employee's potential misconduct.

## **ARTICLE XV LAYOFF AND RECALL**

Section 15.1 -- In the event the College must resort to a reduction in force, the College President will give reasonable notice to the Union prior to the layoff. The following guidelines will be observed in selecting the personnel to be released from employment:

1. Seniority shall be defined as total, continuous years of experience in the bargaining unit.
2. Staff reduction shall be determined according to seniority with dismissal beginning with

the employee with the least seniority within the job classification, then by department, and last by bargaining unit.

3. If no present job classification remains for a specific employee, then the employee shall exercise seniority in any lesser position in his/her current department.
4. If no job classification exists, then the employee shall exercise seniority in any lesser position in the bargaining unit, if qualified.
5. Section B, C, and D must be followed in their normal sequence. No step may be passed over. No employee may exercise seniority rights that would result in the employee's hours being increased over and above the employee's current position which is affected by reduction or elimination.
6. Any employee who is reduced in hours shall exercise seniority rights for comparable positions (hours).

#### Section 15.2 -- Recall.

Section 15.2.1 – Employees released due to reduction in force shall remain in an employment pool until October 1 of the calendar year following the date of release (i.e., an employee released from work on June 5, 1993, would remain in the employment pool until October 1, 1994).

Section 15.2.2 – Employees in the employment pool shall be recalled if positions become available according to seniority stated in Section 15.1 of this Article.

Section 15.2.3 -- Employees released from College employment for reasons of reduction in force or job elimination shall retain their Illness, Injury, and Emergency Leave and seniority rights while they are in the employment pool pursuant to Section 15.2.1.

## **ARTICLE XVI HEALTH AND WELFARE**

Section 16.1 -- Benefits. As a Washington State Agency, Bellingham Technical College agrees to provide and pay premiums for all basic benefits offered through the Public Employees Benefit Board (PEBB) and the Health Care Authority (HCA). These include medical, dental, basic life and long-term disability insurance coverage to eligible employees.

Section 16.2 -- Eligibility. All employees working fifty percent (50%) or more for a period of six (6) months or more are eligible for PEBB benefits through the HCA.

Section 16.3 -- Termination/Retirement. Employees who leave BTC or retire are eligible to continue medical/dental benefits through the federal COBRA laws. Other conversions for life insurance may be available. Full information about PEBB benefits is available in the Human Resource Office.

Section 16.4 -- Voluntary Employees' Beneficiary Association (VEBA).

In accordance with state and federal law, employees covered by this Agreement may agree to form a VEBA funded by the retiree's sick leave cash out. VEBA is a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of Sick Leave at retirement, the Employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

Section 17.1 -- 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 level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

Section 17.2 -- Definitions.

- a. Grievant -- A grievant is an employee or, in the case of the Union's contractual rights, the Union.
- b. Grievance -- A grievance is defined as a dispute involving the interpretation of application of specific terms of this Agreement.
- c. Days -- Days in this procedure are normal College office workdays.

Section 17.3 -- Timeliness. 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.

Section 17.4 -- Failure of the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 17.5 -- Representation. The grievant may waive the Union's involvement in the procedure at any step. If the grievant elects not to have Union representation, the Union 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 17.6 -- Process.

Step 1. Informal Level -- Informal Submission of Grievance, to the 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. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Step 2. Formal Level -- Written Submission of Grievance to the 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 the ten (10) workings days after-receipt of the informal response. The written grievance shall contain:

- a. A statement of the alleged grievance including the facts upon which the grievance is based;
- b. Reference to the specific terms of the Agreement which have been allegedly violated;
- c. Issues involved; and
- d. Remedy sought.

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

Step 3. President Level -- Written Submission of Grievance to the President/Designee.

- a. 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 designee, 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 Union, within ten (10) days of the receipt of the grievance.
- b. Union Grievance -- A grievance which the Union may have against the College, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the President, or designee. 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 designee, and the Union will have ten (10) days from the receipt of the grievance to resolve it.

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

- a. Written notice of a request for arbitration shall be made to the President, or designee, within ten (10) days of receipt of the disposition letter at Step 3.
- b. Arbitration shall be limited to issues involving the interpretation or application of specific terms of this Agreement.
- c. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the

particular case. If the parties are unable to agree on an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (d) below, shall apply to the selection of an arbiter.

- d. In the event an arbiter is not agreed upon as provided in paragraph (c), above, 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 each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with the lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, 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. The right to strike the first name from the panel shall be determined by lot.
- e. In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the American Arbitration Association, such party can summarily reject the panel and insist on a second panel. Selection must be made from the second panel.
- f. Arbitration proceedings shall be in accordance with the following:
  - (1) The arbiter, once appointed, will inform the parties as to the procedures which will be followed.
  - (2) 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.
  - (3) 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.
  - (4) 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.
  - (5) 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 to and directed to the matters set forth in the grievance.

- (6) Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
- (7) The arbiter shall specify in the award that the College or Union whichever is ruled against by the arbiter, shall pay the compensation of the arbiter including necessary expenses.
- (8) 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.

- g. **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.
- h. **Limits of the Arbiter.** The arbiter cannot order the College to take action contrary to law.
- i. **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 effected as per the arbiter's award.
- j. **Freedom From Reprisal.** There will be no reprisals against the grievant or others as a result of his/her participation in this process.

## **ARTICLE XVIII EVALUATIONS**

Section 18.1 -- All employees will be evaluated annually in accordance with the current working agreement regarding evaluation of classified personnel.

Section 18.2 -- The immediate supervisor shall be responsible for the evaluation of employees.

Section 18.2.1 -- 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 develop a written plan designed to improve the employee's effectiveness in the deficient area(s).

Section 18.3 -- The evaluator shall meet with the employee during the anniversary month of the employee to review the results of the employee's written evaluation. The written evaluation should be presented to the employee as soon as possible after being written. A copy of the written evaluation will be given to the employee. Evaluation conferences



conducted outside the regular workday will be compensated at the regular rate, not to exceed one half (1/2) hour.

Section 18.4 -- Upon receipt of the evaluation, the employee shall have the right to attach written comments to the evaluation to be filed in the employee's College personnel file.

Section 18.5 -- The College will use the same criteria for evaluating each job classification.

Section 18.6 -- The evaluator shall be responsible for annually updating the employee's duty routine. A copy of the written duty routine will be included as part of evaluation process and discussed with the employee during the written evaluation.

## **ARTICLE XIX GENERAL CONDITIONS**

Section 19.1 -- Any differences in administering this Agreement over wages, hours, working conditions, and any clause contained herein shall be subject to the grievance procedure.

Section 19.2 -- Any clause in this Agreement that is in conflict with any federal or state law now in existence or any law or laws that may thereafter be passed by regular constitutional authorities shall be amended to conform to such laws.

Section 19.3 -- No clause in this Agreement shall be construed to lower any existing working conditions or benefits.

Section 19.4 -- Subcontracting. The Board of Trustees reserves the right to make any and all contracts permitted under law which in its sole discretion deems appropriate. The College will notify the Union in writing of its intent to take before the Board the issue of any subcontracting of bargaining unit work ninety (90) days prior to any such Board meeting. Prior to any formal action by the Board, the Union will be granted a public hearing in regular Board session to present its concerns regarding any proposal to subcontract services.

Section 19.5 -- This Agreement constitutes the negotiated agreements between Bellingham Technical College and the Union and supersedes any previous agreements or understanding, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of Bellingham Technical College which shall be contrary to or inconsistent with its terms.

Section 19.6 -- It is the belief of both parties that all provisions of this Agreement are lawful. If any section of this Agreement should be found to be contrary to existing law by court decision or opinion of the Attorney General, the remainder of the Agreement

shall not be affected thereby and parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

Section 19.7 -- Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

## **ARTICLE XX**

### **WAGES**

Section 20.1 -- The wage schedule for all classifications will be attached to this Agreement and shall become a part of this Agreement (see Attachments 1 and 2).

Employees who have successfully completed a probationary period of ninety (90) actual days worked in a regular position shall receive periodic increments within the steps of the salary range. The salary shall be increased one step on the periodic increment date and annually thereafter on the period increment date, not to exceed the maximum step of the range.

Section 20.2 -- For purposes of payment of periodic increment increases, the effective date shall be determined as follows:

- The first of the current month for actions occurring between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month: or
- The first (1<sup>st</sup>) of the following month for actions occurring between the sixteenth (16<sup>th</sup>) and the end of the month.

The periodic increment date of all employees shall be changed as follows:

- Upon promotion, the existing periodic increment date will be eliminated and a new date established to be effective upon completion of the trial service period;
- Upon reallocation of an employee who is at the top step of the current salary range, the employee will be given a new periodic increment date which will be six (6) months following the reallocation action;
- When a leave of absence without pay exceeds ten (10) working days in a calendar month, or exceeds ten (10) consecutive working days, the date will be extended by one (1) month, except in cases of where an employee has sustained an industrial injury, accident or illness, arising from employment at the College and upon written request and proof of continuing disability, be granted leave of absence without pay for up to six (6) months without loss of layoff seniority or change in annual increment date; military leave without pay; and cyclic year positions;
- 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. When employees are reverted from trial service following promotion, the periodic increment date held prior to promotion will be established;

- The periodic increment date of all employees shall remain unchanged for all other actions including, but not limited to transfer with the same specification, appointment to another specification with the same or lower salary range maximum, and reallocations except as provided in this section.

Section 20.3 -- An employee who is promoted shall be paid at the salary step which represents a one-step increase over the salary received immediately prior to the promotion. If the one (1) step pay increase falls between two (2) steps of the new range, the increase shall be rounded up to the next higher step of the new range. All promotional increase must be within the salary range for the specification.

An employee occupying a position that is reallocated to a class with a higher salary range maximum shall receive an increase in the same manner as is provided for promotion. The periodic increment date shall be established as provided in Section 20.2.

An employee occupying a position reallocated to a class with a lower salary range maximum will retain his/her current salary and will be allowed to achieve the salary maximum of the former class at the time of reallocation. The employee will lose the right to such salary maintenance if he/she voluntarily demotes, promotes, or moves to another class.

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) Employees assigned the Tuesday through Saturday schedule shall receive a one (\$1.00) dollar per hour “responsibility” premium for Saturday shift hours worked. This applies only to one (1) employee per unit, subbing for or assigned to the regular Saturday shift and assuming “point person responsibilities”.
- b) The Longevity Differential for employees with more than 10 years longevity (i.e. ten (10) years + one (1) day) will be increased to forty-five cents (\$0.45) per hour, and a Longevity Differential of twenty-five cents (\$0.25) per hour will be added to employees with more than fifteen (15) years longevity (i.e. fifteen (15) years + one (1) day). And for employees with more than 20 years longevity (i.e. twenty (20) years + one (1) day) the employee will receive twenty-five cents (\$0.25) per hour in addition to the applicable hourly wage.
- c) Upon ratification of the January 2022 contract, a one-time lump sum payment of six-hundred dollars (\$600.00) will be paid to each bargaining unit member within two (2) pay periods following ratification by the Union and the College.
- d) Effective January 1, 2022, perform a market adjustment to the wage schedule to address minimum wage compression and lower than market wages.

- e) Effective January 1, 2022, as a housekeeping adjustment, renumber range 8.5 to 9, 9 to 10, 10 to 11, etc.
- f) Effective January 1, 2022, the Head Custodian II position moves up one (1) range from 10 to 11.
- g) Effective January 1, 2022, create a new Range 14 for the Lead II position in Building Maintenance.
- h) Effective July 1, 2022, adjust ranges 10-13 for step increases to increase to five percent (5%) incrementally between each step between steps A through F.
- i) Effective July 1, 2022 – I-732 COLA:  
The base wage of each employee shall be increased by an amount equal to the State Cost of Living Adjustment as described by Initiative 732, along with additional wage or benefit increases as funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four percent (4%). If the I-732 increase is above four percent (4%), then the base wage of each employee will increase by the I-732 percentage funded by the State.
- j) Effective July 1, 2023 – I-732 COLA:  
The base wage of each employee shall be increased by an amount equal to the State Cost of Living Adjustment as described by Initiative 732, along with additional wage or benefit increases as funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four percent (4%). If the I-732 increase is above four percent (4%), then the base wage of each employee will increase by the I-732 percentage funded by the State.
- k) Effective July 1, 2024 – I-732 COLA:  
The base wage of each employee shall be increased by an amount equal to the State Cost of Living Adjustment as described by Initiative 732, along with additional wage or benefit increases as funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four percent (4%). If the I-732 increase is above four percent (4%), then the base wage of each employee will increase by the I-732 percentage funded by the State.
- l) Effective July 1, 2025 – I-732 COLA:  
The base wage of each employee shall be increased by an amount equal to the State Cost of Living Adjustment as described by Initiative 732, along with additional wage or benefit increases as funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four percent (4%). If the I-732 increase is above four percent (4%), then the base wage of each employee will increase by the I-732 percentage funded by the State.

### 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.

**ARTICLE XXI  
LENGTH OF AGREEMENT**

Section 21.1 -- This Agreement shall remain in full force effect for four (4) years; from January 1, 2022, through December 31, 2025. The parties acknowledge that the contract will be rolled over in its entirety, understanding that any wage increases, except appropriate reclassifications, shall be dictated by legislation and carried out by the College administration. This shall not preclude the parties from opening the Agreement at any time during that period so long as both parties mutually agree. If additional classifications (jobs) added that would come under this Agreement, the College will notify the Union, and within ten (10) days, the Union will arrange for a meeting with the Human Resources Director to review the information and discuss the applicability of the job duties or new classification or levels to representation in the bargaining unit.

BELLINGHAM TECHNICAL COLLEGE  
DISTRICT #25

GENERALTEAMSTERS LOCAL  
UNION, #231



Chair of the Board of Trustees

2-10-22

Dated



Secretary of the Board of Trustees

2-10-22

Dated



Secretary-Treasurer, Teamsters Local #231

2-9-2022

Dated

# APPENDIX A

## POSITION ALLOCATION–REALLOCATION PROCEDURES

### GENERAL PROVISIONS

The College 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 College 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 College shall reallocate the position to the appropriate class. These changes may be immediate or over a period of more than six (6) months and must constitute more than twenty-five percent (25%) of the duties of the position. The employee shall be notified of the action including the effective date, and be informed that the placement may be appealed within thirty (30) calendar days of notification or the effective date of the action, whichever is later.

### POSITION REVIEW

The College or Union may initiate a position review for a position it believes is improperly classified and will inform the other party in writing when it has initiated a reallocation process for a bargaining unit position.

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

A Position Questionnaire packet, created in the Conference Committee immediately upon ratification, 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. The Human Resources Office will date stamp and notify the employee when the position review request form was received in their office. The College will investigate the position and issue a written response to the employee within sixty (60) calendar days of receipt of the request. The response shall include a notice to the employee that a grievance may be exercised within thirty (30) calendar days of receipt of the response or from the effective date of the action, whichever is later. In addition, the response will include either:

1. Notification of the reason(s) the position does not warrant reallocation when the request is not approved; or
2. Notification of the class and salary assigned when the position is reallocated.
3. The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Human Resources Office.

### **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:
2. When reallocation is a result of an accumulation of duties over a period of at least six (6) months, the incumbent may elect to remain in the position. Successful completion of the higher-level duties by the incumbent for at least six (6) 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.
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.
  - c. Placement on layoff lists as would be provided in Article 15 of this collective bargaining agreement.

**BELLINGHAM TECHNICAL COLLEGE  
GENERAL TEAMSTERS LOCAL UNION NO 231  
COMPENSATION PLAN  
EFFECTIVE JANUARY 1, 2022**

<b>CLASSIFICATION SERIES</b>	<b>CODE</b>	<b>JOB SPECIFICATION</b>	<b>SALARY RANGE</b>	<b>EEO 6 A.A. CODE</b>	<b>LAST REVISION DATE</b>	<b>JOB DESC REVISION DATE</b>
<b>Warehouse Worker</b>	498	Warehouse Worker	7	7	2/01	2/01
<b>Shipping and Receiving</b>	499	Clerk	4	4	8/97	8/97
<b>Custodial</b>	500	Custodian	3	7	8/97	8/97
	500G	Graveyard Custodian	4	7	1/09	1/09
	501	Assistant Head Custodian	6	7	8/97	8/97
	502	Head Custodian	8	7	8/97	8/97
	503	Head Custodian II	11	7	1/22	3/07
<b>Utilities and Grounds</b>	610	Worker	5	7	6/07	6/07
	620	Specialist	7	7	8/97	8/97
	621	Specialist II	8	7	2/07	2/07
	630	Lead	10	7	1/22	8/97
	631	Lead II	11	7	1/22	2/07
<b>Building Maintenance</b>	623	Preventative Maintenance Specialist	5	6	2/01	2/01
	624	Maintenance Mechanic	9	6	1/22	4/04
	626	Specialist	12	6	1/22	10/13
	628	Maintenance Mechanic III	13	6	1/22	10/13
	640	Lead	13	6	10/13	10/13
	641	Lead II	14	6	1/22	2/22
<b>Hospitality Services</b>	700	Associate	7	4	7/06	7/06
<b>Dishwasher</b>	710	Dishwasher	1	7	7/95	7/95
<b>Cook</b>	720	Cook	5	7	7/08	7/08
<b>Food Service</b>	715	Worker	2	7	8/97	8/97
	717	Lead II	7	7	11/19	11/19



**BELLINGHAM TECHNICAL COLLEGE  
TEAMSTERS  
SALARY SCHEDULE  
Effective January 1, 2022**

RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	@.45 F 10+ (G)	@.25 G 15+ (H)	@.25 F 20+ (I)
1	30,804	32,340	33,948	35,640	37,416	39,300	40,236	40,752	41,280
	2,567	2,695	2,829	2,970	3,118	3,275	3,353	3,396	3,440
	14.75	15.49	16.26	17.07	17.92	18.82	19.27	19.52	19.77
2	32,340	33,948	35,640	37,416	39,300	41,256	42,204	42,720	43,248
	2,695	2,829	2,970	3,118	3,275	3,438	35,174	3,560	3,604
	15.49	16.26	17.07	17.92	18.82	19.76	20.21	20.46	20.71
3	33,960	35,640	37,416	39,300	41,256	43,332	44,268	44,784	45,312
	2,830	2,970	3,118	3,275	3,438	3,611	3,689	3,732	3,776
	16.26	17.07	17.92	18.82	19.76	20.75	21.20	21.45	21.70
4	35,652	37,440	39,312	41,280	43,344	45,516	46,464	46,980	47,508
	2,971	3,120	3,276	3,440	3,612	3,793	3,872	3,915	3,959
	17.07	17.93	18.83	19.77	20.76	21.80	22.25	22.50	22.75
5	37,440	39,312	41,280	43,344	45,516	47,796	48,732	49,260	49,776
	3,120	3,276	3,440	3,612	3,793	3,983	4,061	4,105	4,148
	17.93	18.83	19.77	20.76	21.80	22.89	23.34	23.59	23.84
6	39,312	41,280	43,344	45,516	47,796	50,172	51,120	51,636	52,164
	3,276	3,440	3,612	3,793	3,983	4,181	4,260	4,303	4,347
	18.83	19.77	20.76	21.80	22.89	24.03	24.48	24.73	24.98
7	41,268	43,332	45,492	47,772	50,148	52,656	53,604	54,120	54,648
	3,439	3,611	3,791	3,981	4,179	4,388	4,467	4,510	4,554
	19.77	20.75	21.79	22.88	24.02	25.22	25.67	25.92	26.17
8	43,332	45,492	47,772	50,148	52,656	55,296	56,232	56,748	57,276
	3,611	3,791	3,981	4,179	4,388	4,608	4,686	4,729	4,773
	20.75	21.97	22.88	24.02	25.22	26.48	26.93	27.18	27.43
9	45,504	47,772	50,148	52,656	55,296	58,044	58,992	59,508	60,036
	3,792	3,981	4,179	4,388	4,608	4,837	4,916	4,959	5,003
	21.79	22.80	24.02	25.22	26.48	27.80	28.25	28.50	28.75
10	47,772	50,172	52,680	55,308	58,068	60,972	61,908	62,436	62,952
	3,981	4,181	4,390	4,609	4,839	5,081	5,159	5,203	5,246
	22.88	24.03	25.23	26.49	27.81	29.20	29.65	29.90	30.15
11	51,600	53,772	56,016	58,380	60,828	63,372	64,308	64,836	65,352
	4,300	4,481	4,668	4,865	5,069	5,281	5,359	5,403	5,446
	24.71	25.75	26.83	27.96	29.13	30.35	30.80	31.05	31.30
12	55,728	57,960	60,276	62,676	65,184	67,800	68,736	69,264	69,780
	4,644	4,830	5,023	5,223	5,432	5,650	5,728	5,772	5,815
	26.69	27.76	28.87	30.02	31.22	32.47	32.92	33.17	33.42
13	60,192	62,280	64,452	66,708	69,048	71,472	72,408	72,936	73,452
	5,016	5,190	5,371	5,559	5,754	5,956	6,034	6,078	6,121
	28.82	29.83	30.87	31.95	33.07	34.23	34.68	34.93	35.18
14	65,004	67,740	70,572	73,536	76,632	79,848	80,784	81,312	81,828
	5,417	5,645	5,881	6,128	6,386	6,654	6,732	6,776	6,819
	31.13	32.44	33.80	35.22	36.70	38.24	38.69	38.94	39.19

Effective 1/1/22 min wage to \$14.49

Effective 1/1/22 - Adjust schedule to reflect market adjustment to address minimum wage compression and lower than market wages

Effective 1/1/22 - adjusted range 8.5 to 9, 9 to 10, 10 to 11, 11 to 12, 12 to 13 &amp; 13 to 14

Effective 1/1/22 - New range 14

### TEAMSTERS CLASSIFIED JOB OPENING BID FORM

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_

Date of Employment: (M/D/Y) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Custodian	( )	Grounds	( )
Food Service	( )	Maintenance	( )

Open Position Bid: \_\_\_\_\_

**PRESENT POSITION:**

Custodian	( )	Grounds	( )
Food Service	( )	Maintenance	( )

Location: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**COMMENTS:**

Feel free to describe what you are hoping for in a new position; what you want and what you do not want.

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The above bid is formal notice to the Bellingham Technical College that the bidding employee wishes to be considered for the listed job opening and other openings that may occur as a result of the filling of the listed opening. The employee is not obligated to accept any position, but he/she will be given information and an opportunity to consider open positions.

Any employee desiring to bid on a posted position shall submit a completed bid form to the Human Resources Office, a copy to the Union Office, and retain a copy for him/herself, requesting consideration for the position posted no later than the closing date listed on the posting. The closing dates are set according to the bargaining agreement.

## **MEMORANDUM OF UNDERSTANDING**

### **Drug Free Workplace**

#### **BTC Policy 515.0**

Bellingham Technical College intends to promote a drug free, healthful, safe, and secure work environment. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in or on property owned or controlled by Bellingham Technical College. The use of any unlawful controlled substance while in or on property owned or controlled by Bellingham Technical College is prohibited. No employee will report to work while under the influence of any unlawful controlled substance. A controlled substance is defined by RCW 69.50.201 through RCW 69.50.214 or pursuant to Title 21 USC Section 821 (Schedules I-IV), as now enacted or subsequently amended. Violation of this policy by any employee may result in a referral for mandatory evaluation or treatment for a substance abuse disorder. Disciplinary action up to and including dismissal from employment may be imposed.

Bellingham Technical College recognizes drug dependency to be an illness and major health problem. The institution also classifies drug usage and abuse as a potential safety and security problem. Employees needing assistance in dealing with such problems are strongly encouraged to utilize the Employee Assistance Program provided by health insurance plans, when appropriate.

#### **REASONABLE SUSPICION TESTING**

While the College has no policy of randomly screening at this time, there will be those situations that will occur when the College feels there is a reasonable suspicion to test employees. Such reasonable suspicion must be documented at or near the time of observation. Observation must be by two (2) supervisors trained in the detection of probable alcohol or drug use by observing behavior. If observation by two (2) supervisors is not feasible, observation must be by two (2) individuals, one of whom is a supervisor trained in the detection of probable unlawful controlled substance use by observing behavior. The following gives examples of when the College might feel an individual inquiry is justified:

- (a) Erratic job performance or behavior coupled with additional evidence, i.e. slurred speech, stumbling, disheveled appearance, bloodshot eyes, etc.;
- (b) An employee is involved in a significant job-related accident or incident that either injures or threatens to injure any worker or self, or causes or threatens to cause property damage, if coupled with additional evidence of impairment;
- (c) Documented substance abuse in the work environment by the employee to be tested.

## PROCEDURE

**Section 1:** If an employee is subjected to an individual inquiry, an administrator or supervisor shall remove the employee in question to an office area and immediately involve the employee's supervisor and/or a College Administrator. The Supervisor/Administrator shall advise the employee as follows, and will take the following steps:

(a) The employee may have a Union representative or other employee representative present during the interview as an observer only;

(b) If necessary, interviews with witnesses will be conducted and College property will be searched;

(c) If, after discussion with the employee and whatever investigation is necessary, a determination is made that the employee's condition and behavior differs appreciably from the actions and behavior normally demonstrated by the employee, the Supervisor will decide whether there is a reasonable suspicion of drug or alcohol use. If there is no such suspicion, the employee will return to work. If there is a reasonable suspicion, the employee will be required to submit to a drug/alcohol test by a College designated medical provider. This test shall take place within two (2) hours of the statement of rights. The persons making the determination of reasonable suspicion shall complete the Impaired Behavior Report Form within four (4) hours of making the decision to require testing;

(d) If the employee refuses to be tested by the medical provider, the failure to submit to such examination will (1) raise the presumption that the test would be positive, and (2) will be considered insubordination that is subject to discipline, including discharge.

**Section 2:** If the employee is to be tested, the employee will be suspended from work without pay until such time as the College receives the medical reports or laboratory analysis results, at which time the employee will meet with the immediate Supervisor, Manager and employee representative to discuss the status of continued employment.

**Section 3:** An employee consenting to drug/alcohol testing will be transported to the hospital or laboratory by the College. After the test is completed, the employee will be transported to his/her residence, or, if appropriate, back to the workplace.

**Section 4:** If the test results are negative, the employee will immediately be reinstated in his/her previous position with full back pay for any time lost for testing or while awaiting test results, based on the employee's regular work schedule and no further action will be taken.

**Section 5:** Should the test results be positive the employee shall not be permitted to return to work until the employee has been evaluated by a College approved Employee

Assistance Provider or by an evaluator designated by the "EAP". If the evaluation recommends treatment that prevents the employee from working, the employee will be suspended without pay, except sick leave and vacation, if available, until the treatment no longer prevents the employee from working. Subsequent reinstatement will be without loss of seniority. Any employee testing positive will be permitted to return to work only if the employee signs the "Agreement for Continuation of Employment," a copy of which is attached to this policy.

**Section 6:** Under no circumstances will the College or the Union be informed beyond a negative or positive outcome of any drug testing conducted, unless a grievance is filed, in which case all relevant information regarding the test results, testing methods and chain of custody will be provided to both the Union and the College.

**IMPAIRED BEHAVIOR REPORT FORM**

When requesting a Performance Impairment Exam, the College Representative must complete this form and attach it to the "Consent Form". Please describe the behavior or reported behavior that causes you to suspect \_\_\_\_\_ is impaired.

Speech: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dexterity/Standing/Walking: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Judgment/Decision Making: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appearance (Eyes, clothing, etc.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other Significant Behavioral Symptoms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

College Representative: \_\_\_\_\_

Witness: \_\_\_\_\_



## AGREEMENT FOR CONTINUATION OF EMPLOYMENT

This Agreement is entered into by and between \_\_\_\_\_ ("College"), Teamsters Union Local 231 ("Union") and \_\_\_\_\_ ("Employee"). The College is committed to providing channels of assistance for employees seeking rehabilitation. However, the Employee seeking rehabilitation must be committed in his/her efforts to remain drug and alcohol free. Therefore, as a part of the Employee's commitment to remain free of drug and alcohol use, it is understood that the Employee's continuation of employment by the College is based upon and constrained by the following terms:

1. The Employee must submit to evaluation of potential drug or alcohol problems by a recognized and certified evaluation professional selected by the College. This evaluation should be completed within one (1) week from the date of this document.

2. The Employee must agree to participate in all rehabilitation treatment recommended by the counselor performing the evaluation.

3. The Employee must authorize the Employee's evaluation counselor to provide a copy of the rehabilitation treatment recommendations to the College.

4. The rehabilitation facility must agree to closely monitor the Employee's attendance at all required sessions. The rehabilitation facility shall notify the College of the Employee's failure to satisfactorily attend treatment sessions. Failure of the Employee to adhere to the program for treatment will subject the Employee to disciplinary action by the College, up to and including discharge.

5. The Employee, the College and the Union mutually agree that the Employee's continuation of employment for the next twelve (12) months or during the term of any recommended treatment, should it extend beyond twelve (12) months, is contingent upon the Employee satisfactorily meeting all of the terms outlined in this Agreement, and that failure to do so may subject the Employee to immediate termination of employment with the College.

6. In the event the Employee is absent from work due to health reasons during the next twelve (12) months or such period of rehabilitation treatment as outlined by the counselor if the period extends beyond twelve (12) months, then the Employee must promptly submit a written doctor's certificate explaining the reason for such absence. The College may take disciplinary measures up to and including discharge if the absence is a result of or related to the use of drugs or alcohol.

7. During the twelve (12) month period or such period of rehabilitation treatment as outlined by the evaluation counselor, should it be longer, the College will test the Employee for drug and alcohol use on a random basis. There shall be no more than four (4) such random tests during this period. However, such random tests are in addition to any tests that may be necessitated on a for-cause basis as defined in the College's Drug Free Workplace Policy (515.0), or any such



random tests performed by the treatment center as part of its program to monitor compliance with its treatment program. The Employee will be subject to disciplinary action up to and including discharge if the Employee refuses to submit to testing or if the Employee tests positive for drugs or alcohol during this period.

8. If the Employee successfully completes treatment, and has no positive drug or alcohol tests within twelve (12) months, the initial positive test shall not be used in any future discipline or personnel action unless it relates to substance abuse.

At the College's discretion, in lieu of discipline and/or termination, the Employee understands that if the Employee does not meet the above terms of this Agreement, the College may require the Employee to submit to in-patient care for rehabilitation and to agree to a renewal of this Agreement for an additional twelve (12) month period thereafter.

This Agreement is voluntarily entered into by all parties and in consideration for continuation of employment, the above conditions are hereby agreed to.

Dated this \_\_\_ day of \_\_\_\_\_, 202\_\_.

By: \_\_\_\_\_  
Bellingham Technical College

By: \_\_\_\_\_  
Employee

By: \_\_\_\_\_  
Teamsters Local 231