



**AGREEMENT BETWEEN**

**BATES TECHNICAL COLLEGE AND**

**BATES PROFESSIONAL TECHNICAL EMPLOYEES**

**July 1, 2021 – June 30, 2023**





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**MEMORANDUM OF AGREEMENT**

The attached articles constitute a collective bargaining agreement which is hereby agreed to by the Trustees of Bates Technical College through their negotiating team undersigned, the Bates Professional Technical Employees through their negotiating team undersigned, to be presented to the parties to this Agreement for a ratification vote.

Negotiators for Bates Technical College:

 Steve Ashpole	08/11/21	 Johnny Hu	08/11/21
 Juliette Kern	08/16/21	 Nick Lutes	08/18/21

Negotiators for the Bates Professional Technical Employees:

 <small>Megan Burke (Aug 31, 2021 13:07 PDT)</small> Megan Burke	08/31/21	 <small>Angie Henderson (Aug 31, 2021 13:13 PDT)</small> Angie Henderson	08/31/21
 <small>LeMont Lucas (Aug 31, 2021 13:16 PDT)</small> LeMont Lucas	08/31/21	 Michelle MacElvain	09/01/21
 <small>Jannica Scott (Aug 31, 2021 13:18 PDT)</small> Jannica Scott	08/31/21		

## ARTICLE I DEFINITIONS AND RECOGNITION

### **SECTION 1. Definitions**

- 1.1 Anniversary: Initial date of hire as a regular employee.
- 1.2 Association: Bates Professional Technical Employees (PTE).
- 1.3 Bargaining Unit: The bargaining unit is composed of all regular employees, and temporary hourly employees who have opted in or worked more than 480 hours within twelve (12) continuous months.
- 1.4 College: Bates Technical College, District No. 28.
- 1.5 Day(s): Work day(s) according to the college calendar.
- 1.6 Employee: Any employee of the College covered by this Agreement.
- 1.7 Grievance Procedure: A grievance is a claim based upon an alleged violation of this Agreement, written College policies, regulations and rules adopted by the Trustees or unfair and inequitable treatment of an employee by an administrator/supervisor.
- 1.8 HR: Human Resources.
- 1.9 Operating Funds: State allocated funds, local dedicated and local general funds.
- 1.10 President: President of Bates Technical College.
- 1.11 Regular Employee:

Full Time: Individual hired full-time 40 hours per week in a position not funded through temporary funding. This position qualifies for full benefits per qualifications for eligibility outlined by the college, the [Health Care Authority](#) (HCA), [Department of Retirement Systems](#) (DRS) and the Collective Bargaining Agreement (CBA).

Part time: Individual hired into a position that works less than 40 hours per week and is not funded by temporary funding. This position shall qualify for statutory (medical, retirement and sick leave) benefits as per qualifications for eligibility outlined by the college, the HCA, DRS and the CBA.

1.12 Grant Funded Employee:

Full Time: Individual hired normally on a full-time, 40-hour week basis for a temporary period due to specific funding limitations such as grant, special projects, temporary assignment, special revenue funds or special state appropriations. Full benefits shall be offered as defined per qualifications for eligibility outlined by the college, the HCA, DRS and the CBA.

Part time: Individual hired normally on a temporary basis, less than 40 hours a week for a temporary period due to specific funding limitations such as grant, special projects, temporary assignment, special revenue funds or special state appropriations. Statutory benefits shall be offered as defined per qualifications for eligibility outlined by the college, the HCA, DRS and the CBA.

1.13 SA: Senior Administrator or designee.

1.14 Seniority:

Personnel employed by Bates Technical College prior to September 1, 1991 shall be the total of years recognized by the Tacoma School District and the total number of years of Bates Technical College employment. Personnel employed by the College after September 1, 1991 shall accrue seniority based upon the total number of years of Bates Technical College employment.

1.15 Temporary Hourly Employee is defined as:

An individual employed on an hourly basis during a workload peak or to fill a vacant/open position or to fill in for a regular employee who is on a short or long term absence when there is a need to perform work for not more than 12 continuous months in the same position or department.

Definitive start and end dates will be determined prior to employment. A specific job description will be provided. The College shall determine what happens to the workload at the end of the specified employment period. If the work will continue beyond the end date, the College will produce a job description and proposal for said workload which may include the creation of a regular position.

Temporary employment for long-term absence may continue beyond 12 months by mutual agreement of parties.

1.16 Trustees: Board of Trustees of Bates Technical College.

1.17 Work Week: A consecutive seven-day period from Sunday through Saturday.

## **SECTION 2. Recognition and Unit Designation**

- 2.1 Recognition: The Employer recognizes that the Association is the exclusive representative of all employees in the bargaining unit.
- 2.2 Temporary hourly employees will have rights afforded to them in the following sections.
- 2.3 The parties agree to the following exempt positions:
- Executive Assistant to the President
  - Executive Assistant to the SA of Instruction
  - Executive Assistant to the SA of Finance and Administrative Services
  - Executive Assistant to the SA of Human Resources
  - Executive Assistant to the SA of Student Services
- 2.3.1 Any disagreement between the College and the Association regarding positions appropriate to the bargaining units will be resolved in accordance with [RCW 41.56](#).
- 2.4 Duties presently performed by bargaining unit members shall not be assigned permanently to any other bargaining unit, outside agencies, or individuals without providing the Association notice of the proposed assignment, and an opportunity to bargain its impact.
- 2.5 Nothing in this language shall preclude the occasional employment of consultants or contractors as historically utilized by the College or prohibit work presently performed by other bargaining units.
- 2.6 If an employee is promoted to an exempt position and returns to a PTE position within 2 years, said employee retain the years of service earned as an exempt employee, in addition to all rights, most recently held as a PTE employee provided those rights are still authorized in the CBA.

## **SECTION 3. Temporary Hourly Guidelines**

- 3.1 Temporary hourly employees must meet the minimum requirements for the position, and will be placed on the salary schedule at the first step of the appropriate pay level.
- 3.2 Temporary hourly employees shall qualify for statutory (medical, retirement

and sick leave) benefits as per qualifications for eligibility outlined by the college, the HCA, DRS and the CBA.

- 3.3 Temporary hourly employees may be terminated with written notice from the SA of HR, and not for arbitrary or capricious reasons.
- 3.4 Temporary hourly employees in good standing who have worked at least 480 hours and for more than 6 months may apply for open internal bargaining unit positions.
- 3.5 Association will review temporary hourly positions at Labor & Management meetings.

## **ARTICLE II BARGAINING UNIT RIGHTS**

### **SECTION 4. Release Time**

- 4.1 Up to a total of twenty-two (22) days of release time per year shall be provided to the Association for release time for the officers and representatives of the Association. In addition to this, the Association will be allowed twenty (20) days of release time per year for which the cost of a substitute will be paid by the Association.

Release time is exclusive of bargaining sessions with the college. Each negotiating team member shall be allotted five (5) additional days of release time to prepare for bargaining.

- 4.2 HR, in cooperation with the Association, will make the determination to provide or not provide substitute(s).
- 4.3 Requests for such release time shall be made through HR in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates [RCW 41.56](#).

### **SECTION 5. Association Rights**

- 5.1 Upon written authorization, the College agrees to deduct membership dues from payrolls and forward said dues promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association. The amount of the Association dues will be determined by the Association and communicated to the College in writing. Cancellation of dues must be received in the payroll office directly from the officers of the Association.
- 5.2 The Association shall be provided with not less than 30 minutes for presentation

during new employee orientation or other reasonable time during the work day. The College shall provide the Association contact information for all members of the collective bargaining unit on a monthly basis, including work location, salary information, name, address, phone number, email.

- 5.3 The college will be provided with a list of duly elected Association officers. The Association president or designee will communicate with management to identify appropriate association representatives when necessary.
- 5.4 The Association agrees to defend, indemnify, and hold the College harmless (suits by the College excepted) against any and all claims, suits, orders, or judgments brought or issued against the College pursuant to proper implementation of this section contingent upon the College's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's own choosing.
- 5.5 The Association shall have the right to use College resources, facilities, and equipment when they are not otherwise in use and when such usage is for the exclusive purposes of contract negotiation and administration, and would not interrupt routine College operation. This shall include meeting room, computers, audio-visual equipment, copiers, email, and so forth, subject to standard College fees and conditions. The Association agrees to reimburse the College for the actual cost of incidental materials and supplies used by the Association.
- 5.6 Temporary hourly employees have the option to pay dues and be represented by the Association when hired. Those who work more than 480 hours within 12 continuous months shall have dues deducted at the next pay period.



**ARTICLE III  
GENERAL CONTRACT PROVISIONS**

**SECTION 6. Grievance Procedure**

6.1 General Provisions

6.1.1 There shall be no reprisal by the Association, the College or its employees by reason of the involvement of any person in the grievance procedure.

6.1.2 A copy of all grievances shall be provided to the Association and, as applicable, to the immediate supervisor. Grievances, which are not under the jurisdiction of an immediate supervisor and/or are based upon action taken by an administrator other than the immediate supervisor, shall be initiated at Level III of the grievance procedure.

6.1.3 An employee may process a sexual harassment complaint as a grievance starting at Level III.

6.2 Representation

6.2.1 Exclusive representation for a grievant shall be through the Association except for an employee who may elect self-representation.

6.2.2 At each step of the grievance procedure the employee may be accompanied by a designated representative of the Association. Any person(s) who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.

6.2.3 When an employee elects self-representation the employee may choose to have a representative of the Association present at the grievance hearing(s) at each step of the process, or have the College provide a copy of the response(s) to a designated Association representative.

6.2.4 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.

6.2.5 A grievance may be lodged by the Association.

6.2.6 The college agrees to furnish the Association upon request of a

designated representative such information which may be necessary to process any grievance or complaint.

### 6.3 Timelines

6.3.1 Grievances shall be processed as rapidly as possible; the number of days indicated at each grievance level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

6.3.2 Failure of the grievant to file or appeal a grievance within the timelines may result in the forfeiture of the grievance. Failure of the College to respond within the timelines may move the grievance to the next level.

### 6.4 Procedure

6.4.1 LEVEL I: An employee with a grievance shall discuss the grievance first with their immediate supervisor. Every effort shall be made to solve the grievance at this level in an informal manner.

6.4.2 LEVEL II: In the event the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. If a formal grievance is not filed within thirty (30) days of the act or the creation of the condition on which the grievance is based, or the date the condition becomes known or should have been known, then the grievance shall be waived. Within ten (10) days after the written grievance is presented, the supervisor shall render a decision thereon, in writing, and present it to the grievant.

6.4.3 LEVEL III: If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the employee may, within 10 days, file the grievance in writing on the grievance form with the College President, with a copy to the immediate supervisor and to the designated Association representative. The College President or designee shall represent the administration at this level of the grievance procedure.

6.4.3.1 When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grievant or the College.

6.4.3.2 Within ten (10) days after receiving the written grievance, the College President or designee shall meet with the aggrieved in an effort to resolve the grievance.

6.4.3.3 The College President or designee shall render a decision within ten (10) days following the meeting. The decision shall be in writing and delivered to the aggrieved employee and a copy shall be delivered to the designated Association representative.

6.4.4 If the aggrieved is not satisfied with the disposition of the grievance at Level III or if no decision is made within ten (10) days, the grievant may request in writing to the Association, with a copy to the College President that the grievance be advanced. Upon mutual agreement the grievance will advance to Level IV. Otherwise, the grievance will advance to Level V. Such request must be made within ten (10) days after the completion of Level III.

## 6.5 Level IV: Mediation

6.5.1 The Association will, within ten (10) days after the receipt of the request, submit the grievance to mediation by so notifying the President in writing.

6.5.1.1 The timelines for submitting a grievance to arbitration shall be held in abeyance.

6.5.1.2 The Association shall request a list of mediators from either the [Federal Mediation and Conciliation Service](#) (FMCS) or [American Arbitration Association](#) (AAA). The College and the Association will select a mediator by alternately striking names from the list until a mediator is determined.

6.5.1.3 The presentation of facts and considerations shall not be limited to those presented in prior steps of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal rules of evidence, transcript, or record of the mediation conference.

6.5.1.4 The mediator will not have the authority to compel the resolution of the grievance.

6.5.1.5 If no settlement is reached at mediation, the grievance may be appealed to arbitration in accordance with Level V of this agreement.

6.5.1.6 In the event that a grievance, which has been mediated, is appealed to arbitration the mediator may not serve as arbitrator. No reference shall be made in the arbitration hearing to the mediation conference and nothing said or done by the mediator

or the parties beyond the scope of the facts of the grievance may be entered into evidence at the arbitration hearing.

6.5.1.7 Any costs for the services of the mediator shall be shared equally by the College and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

## 6.6 Level V: Arbitration

- 6.6.1 If the aggrieved is not satisfied with the disposition of the grievance at Level III or Level IV the grievant may, within ten (10) days after the decision is rendered, request in writing to the Association with a copy to the President, that the grievance be submitted to arbitration.
- 6.6.2 The Association may, within ten (10) days after the receipt of the request, submit the grievance to arbitration by notifying the President in writing.
- 6.6.3 The Association may request a list of arbitrators from the [FMCS](#) or [AAA](#). The College and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.
- 6.6.4 The arbitrator shall confer promptly with the representatives of the College and Association. Then the arbitrator shall review the record of prior meetings and hold such further hearings as deemed necessary.
- 6.6.5 The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
- 6.6.6 The arbitrator's findings shall be submitted in writing as soon as possible to the College and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
- 6.6.7 Any costs for the services of the arbitrator shall be shared equally by the College and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 6.6.8 Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation

or the postponement, unless the College and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

### **SECTION 7. Bargaining Procedures**

- 7.1 Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party.
- 7.2 Up to five (5) negotiators on the Association team will be released from work to negotiate without loss of pay when day sessions are scheduled. Substitutes will be provided by the College as needed.

### **SECTION 8. Harassment-Free Workplace**

- 8.1 There shall be no reprisal by the Association, the College or its employees by reason of the involvement of any person in a complaint covered in this section.
- 8.2 The parties agree that they will not engage in any act, practice, or pursue any policy which results directly or indirectly in coercion or discrimination on the basis of race, creed, color, national or ethnic origin, gender, marital status, sexual orientation, age, religion, status as a veteran, presence of any mental or physical disability, or political affiliation. Conduct, which creates a hostile environment based on such discrimination, will not be tolerated.
- 8.3 Timely resolution of a situation perceived to be in violation of Section 8.2 is mutually desirable. Employees are encouraged to report behavior deemed to be inappropriate to their supervisor who shall take immediate steps to resolve the situation. The supervisor or employee may make a report to the next supervisory level. Employees may also bring their concern or file a complaint in accordance with College policy, directly to the SA of HR, and/or file a grievance in accordance with the grievance procedure.
- 8.4 If the grievance procedure is used and the employee is not satisfied with the resolution of the grievance at level III, the employee may elect to resolve the grievance through mediation or arbitration or seek a remedy through another legal course. If the election is to pursue another legal course, then the employee waives the right to mediation or arbitration.

**ARTICLE IV**  
**SALARY, HOURS AND BENEFITS**

**SECTION 9. Salary and Classification**

9.1 Salary Placement

- 9.1.1 New employees will generally start on the first step of the appropriate salary range (Appendix A). An employee may be placed at a higher step, at the discretion of the SA of HR, for reasons including, but not limited to, difficulty with recruitment and/or retention of qualified employees or the employee's education and experience warrant a higher salary.
- 9.1.2 HR will consult with the local union president before placing an employee on the salary scale above Level C.
- 9.1.3 The salary schedule for 12 month employees is effective July 1, annually unless set at a different date by the State.

9.2 Temporary Reassignment

- 9.2.1 An employee(s) may have their duties reassigned to help cover a temporary vacancy within the department if the vacancy is anticipated to be more than 20 days.
- 9.2.2 Within five (5) days of a vacated position, a supervisor will review the vacated job description and meet with all affected employees to develop a workflow plan. If/when a position is approved to be filled, the supervisor will review the workflow plan, incorporate new employee training and meet with all affected employees.
- 9.2.3 In the case of temporary vacancy of more than 20 days, a supervisor is required to submit a temporary workflow plan to HR. HR will evaluate the tasks to determine if temporary salary increases are warranted.
- 9.2.4 Employees who are temporarily assigned additional duties and responsibilities of a higher level classification for more than twenty one (21) days will be notified in writing and will be advanced to a step of the range for the new class that is equal to or above their existing salary and then receive one additional step. The Employer may grant a higher salary increase as provided in salary schedule. The increase will become effective on the first day of the employee was performing the higher-level duties. As soon as the temporary duties are completed, the employee will return to their original step and rate of pay.

### 9.3 Salary Overpayment Recovery

9.3.1 When the Employer has determined that an employee has been overpaid wages, the Employer will provide written notice, via certified mail, to the employee that will include the following items:

1. The amount of the overpayment
2. The basis for the claim
3. The rights of the employee under the terms of this Agreement

9.3.2 Method of Payback The employee must choose one (1) of the following options for paying back the overpayment within a mutually agreed timeframe:

1. Voluntary wage deduction
2. Cash
3. Check

9.3.3 The employee and the college may agree to make other repayment arrangements. The payroll deduction to repay the overpayment will not exceed the mutually agreed upon amount.

9.3.4 All PTEs below level "H" and longevity as provided for in Appendix A shall be awarded on the employee's anniversary dates unless the State specifically freezes classified wages. Longevity premiums listed in the Appendix will be paid each subsequent year in addition to steps previously gained (ex. A 20-year employee received the 10, 15 and 20 year amount).

9.3.5 A former employee who applies and returns to the College within five (5) years of date of separation shall be reappointed to the same step of the salary schedule, but not necessarily at the same classification, to which said employee was entitled at the time of resignation.

### 9.4 Overtime

9.4.1 Overtime work is any required work beyond 40 hours worked per week, except for work schedule changes pursuant to Section 11.1, and will be paid at the time-and-one-half rate for the hours worked. On Sunday, the overtime rate of pay shall be at double the rate of pay.

9.4.2 Overtime which is not authorized in advance by the immediate supervisor will not be compensated in pay or time off. If the immediate supervisor is not available, the next appropriate supervisor shall be asked to authorize the overtime. In the event that no supervisor is available an employee may work overtime in an emergency situation. In such a case, employee must notify the immediate supervisor within 24 hours of the overtime for such work to

be compensated in pay or time off.

- 9.4.3 Employee(s) required to work overtime by their supervisor shall be compensated with pay or compensatory time. The employee may choose the type of compensation. Compensatory time must be used prior to using vacation or personal leave. If compensatory time balance is not used by the employee by June 30<sup>th</sup>, it will be paid by the College the following available pay period.
- 9.5 Call Back Pay
  - 9.5.1 When called back to work, an employee shall be entitled to a minimum of two (2) hours pay at the appropriate overtime rate.
  - 9.5.2 Employee(s) called at home outside of their regular hours for authorized work-related business shall be paid at the overtime rate of pay for the number of minutes rounded up to a quarter hour; that is, a five-minute call shall be paid for 15 minutes, a 16 minute call shall be paid for 30 minutes, a 44 minute call will be paid for 45 minutes, etc. The telephone call to request an employee to return to work is not eligible for overtime pay.
- 9.6 Hours worked on a holiday will be paid at double time in addition to receiving holiday pay. Hours worked on the holiday will not be included in the calculation of the regular rate for purposes of calculating overtime. The double time pay for holiday hours worked will be credited towards overtime pay earned in that work week.
- 9.7 Deductions for Leave Without Pay
  - 9.7.1 Deduction of salary from absences not covered by paid leave is based on the number of compensated days using the rates listed in the salary schedule.
  - 9.7.2 Rates of pay are based on the rates listed in the salary schedule.
  - 9.7.3 The overtime pay rate for PTEs will be paid at the time and one-half hourly rate for hours worked.
- 9.8 The College will pay legislative mandated Cost of Living Adjustment (COLAs) on the first payroll following an agreed upon salary schedule between the Association and the College. In the event of a delay in COLA increases from the time set by the legislature, the SA of HR will notify the President of the Association as to why and when the expected payment will occur. COLAs will be paid retroactively to the effective date assigned by the legislature.



**SECTION 10. Work Year**

10.1 The work year for regular full-time employees will be twelve (12) months, including 13 holidays and paid vacation. Other regular days, if any, may be scheduled for work by the College at its discretion, provided that an employee will be compensated for each additional day.

The work week for regular full-time employees will be Monday through Friday with the exception of KBTC.

10.1.1 Any regular full-time shall have vacation as follows:

Beginning with the 1 <sup>st</sup> year – 7 <sup>th</sup> year	18 days
Beginning with the 8 <sup>th</sup> year	19 days
Beginning with the 9 <sup>th</sup> year	20 days
Beginning with the 10 <sup>th</sup> year	21 days
Beginning with the 11 <sup>th</sup> year	22 days
Beginning with the 12 <sup>th</sup> year	24 days

10.1.2 Any regular full-time employees who became employed prior to September 1, 1993, shall have vacation 25 days.

10.2 All employees shall receive the following holidays and College authorized non-work days which fall within their scheduled work year:

Independence Day	New Year’s Eve Day
Labor Day	New Year’s Day
Veterans’ Day	Martin Luther King, Jr. Day
Thanksgiving Day	Presidents’ Day
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Juneteenth
Christmas Day	Floating Holiday*

\*The floating holiday may be used at the employee’s discretion as a full day.

10.3 The College and Association will schedule a mutually agreed upon Professional Development (PD) Day to occur each fiscal year. The PTE Professional Development Committee will develop the agenda for the training as described in section 12. All PTEs shall be released to attend the training.

10.4 The College will prepare an annual work schedule which shows working days, holidays, and other related information. A prorated vacation is allowed to full-year employees with less than 12 months’ service, and full-year employees

working less than 40 hours per week.

- 10.5 All leave requests will be addressed by the supervisor in a timely manner, normally within five (5) days, and approval will be subject to the needs of the College. If denied, the supervisor will provide rationale in writing.
- 10.6 Accrued vacation that is not used before the anniversary date in the year in which it was accrued may be carried over to the following year beginning July 1. The maximum deferred and accrued leave carried over on the anniversary date of any given year will be 37 days. Accrued vacation that will total in excess of the maximum amount of days for the current fiscal year on July 1 must be taken prior to the anniversary date of that fiscal year or it will be lost.
- 10.7 A 12-month employee may take up to 30 consecutive vacation days when approved by the Senior Administrator of the particular division or immediate supervisor.
- 10.8 Employees whose employment is terminated by their death, reduction-in-force, resignation, dismissal, or retirement, and who have accrued vacation leave not to exceed 30 days as specified in [RCW 43.01.040](#) shall be paid therefore under their contract of employment. Accrued vacation not to exceed 30 days will be paid to the estate if they are deceased or to the employee in the case of voluntary resignation if adequate notice of termination has been supplied. Annual leave accumulation under [RCW 43.01.044](#) is not to be included in the computation of retirement benefits, except for those employees covered by Plan 1 of the [Public Employees' Retirement System](#).

## **SECTION 11. Work Day**

- 11.1 The regular workday of PTEs is established as eight (8) hours exclusive of the time allowed for lunch, between the hours of 7:00 am through 5:00 pm, Monday through Friday. Employee(s) may change their regular work schedule when approved by the immediate supervisor. If an employee chooses to change hours, shift pay will not be paid. Said change in the regular work schedule must be requested at least five (5) working days prior to the effective date.
- 11.2 Employees are allowed a 15 minute break for each four (4) hours of work in the morning and in the afternoon; however, breaks cannot be combined with meal periods. Employee(s) may change their regular break schedule with the supervisor's approval.
- 11.3 An employee may take a one-half hour lunch or a one-hour lunch if approved by the appropriate administrator, provided that the required number of hours worked is fulfilled.

- 11.4 The college will support opportunities for tele-working including flexible hours and alternate work sites appropriate for an employee's job duties and responsibilities subject to supervisor's approval and college policy and procedures.
- 11.5 Work day schedules may be changed during any given work week for absence due to inclement weather, natural disasters, or emergencies, or for routine medical, dental and legal appointments. Prior approval must be received by the immediate supervisor. The rescheduled hours will be made up at the employee's regular rate of pay.
- 11.6 The College will not require an employee to work in excess of 12 hours in a calendar day, unless mutually agreed upon by supervisor and employee.
- 11.7 SHIFT PAY- employees assigned to work between the hours of 5:00 pm and 7:00 am will be paid a premium of one dollar (\$1) per hour for the hours worked. The hours worked will be considered to be worked on the day the shift begins. An employee will be paid shift pay only for hours worked. Leaves with pay, holidays and vacation are based upon the employee's regular rate of pay.
  - 11.7.1 Any employee on a shift who works overtime shall receive overtime pay based on the appropriate rate of pay.

## **SECTION 12. Professional Development Committee**

- 12.1 The PD Committee shall be formed consisting of five (5) elected PTE representatives (one which is the chair), two (2) appointed management representatives and one (1) designated HR representative. The role of the PDC is to identify relevant PD opportunities and communicate out to PTEs, and plan PD days and other trainings at the College. The committee shall have a yearly budget of three thousand dollars (\$3,000). Expenditures shall be approved by the Committee Chair and the SA of HR.

## **SECTION 13.– Emergency Closure**

- 13.1 If the employee chooses not to report for work because of heightened risk to personal safety due to inclement weather or other emergency situation when the College is open, if a supervisor and HR approved telework agreement is in place, an employee may work remotely. Otherwise, the employee will use appropriate makeup time, which shall consist of accrued compensation time, vacation, personal leave, or leave without pay.
- 13.2 When the College is closed by declaration of the President/designee, impacted employees in work status, in coordination with the supervisor, shall be placed on home assignment. If a single campus is closed, employees may be

temporarily reassigned to a different work station at another campus.

#### **SECTION 14. Insurance Benefits**

- 14.1 Health insurance benefits shall be offered to the employees through the [Public Employees Benefit Board](#) (PEBB) and other designated agencies.
- 14.2 Procedures, guidelines and eligibility criteria are available through HR.

#### **SECTION 15. Staff Safety and Personal Property**

- 15.1 The College agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the College's commitment to comply with all federal, state and local laws and regulations. The College agrees to promptly investigate all hazards, unsafe conditions, accidents and incidents brought to its attention and to promptly remedy all hazards and unsafe conditions its investigation reveals.
- 15.2 The College will provide a variety of options for secure storage of personal property (e.g. purse, wallet, keys, checkbook) while employees are on college property.
- 15.3 Employees will contact Campus Public Safety (CPS) to file a report when an incident concerning the employee's vehicle and/or other personal property occurs on college property. A copy of such report shall be provided to the employee to be included when/if a claim is filed. If CPS is not available, the employee should contact emergency services, as appropriate.
- 15.4 The College will not require an employee to use their personal vehicle for College purposes unless required by the employee's job description. If an employee chooses to use their personal vehicle for College business, it is their responsibility to carry liability insurance and are eligible to be compensated at the rate established by the [Office of Financial Management](#).
- 15.5 In the event of personal injury or property damage, employees may follow the Washington State Tort claims process as established by [RCW 4.92](#). Tort claim forms shall be available in the College Finance Department. Employees should file necessary forms with the [Washington State Risk Management](#) office.

## **ARTICLE V GENERAL CONDITIONS**

### **SECTION 16. Job Description**

- 16.1 Current job descriptions for this bargaining unit shall be available to employees and the President of the Association for their review upon request.
- 16.2 HR will provide a copy of the job description to the Association when any substantive change is made and to the affected employee(s) when any change is made.

### **SECTION 17. Discipline**

- 17.1 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for cause. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes verbal warning, written warning, written reprimand or suspension as appropriate to the infraction. A corrective action plan may be implemented for serious or repeat offenses. The employee will receive a copy of any written disciplinary document.
- 17.2 An employee shall be entitled to have a representative of the Association present during any disciplinary action, except for verbal warnings. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. If representation is not available the meeting will be rescheduled to a mutually agreeable time, but not later than (5) five days.
- 17.3 An employee shall be entitled to have a representative of the Association present during any hearing conducted by the administration or the Board.
- 17.4 The parties agree to follow specific protocol during the disciplinary process of Association members who may be facing termination as the result of allegations of improper conduct. The UniServ Council Representative will be directly involved in all discussions related to termination or resignation in lieu of termination, as well as any and all discussions regarding settlement agreements. Employees will have at least 10 days to accept or reject a settlement offer.
- 17.5 Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

### **SECTION 18. Evaluation**

- 18.1 Evaluations shall be completed at least annually on the anniversary of the

employee's date of hire using forms agreed upon by both parties. If the supervisor fails to meet the evaluation deadline, the employee may send an email to the supervisor with a copy to the SA of HR requesting completion of the evaluation within five (5) days. In the case of an unforeseen emergency condition situation, the timelines set forth herein may be mutually extended. New employees shall be evaluated pursuant to Section 24.

- 18.2 The employee may request and/or the supervisor may schedule a pre-evaluation conference which should be held no later than 30 days prior to the evaluation end date. The purpose of the conference is to acquaint the employee with the process to be followed and to answer questions pertaining to the format and forms used for evaluation.
- 18.3 In the event that a supervisor anticipates rating an employee below satisfactory in any category, the supervisor must notify the employee in writing before or at the pre-evaluation conference. The supervisor shall provide the employee an opportunity to discuss performance and provide suggestions for improvements. If the supervisor does not meet the pre-evaluation deadline, the supervisor shall not give the employee a below satisfactory rating.
- 18.4 The supervisor shall meet with employee to discuss the evaluation, compare the previous and current evaluations, and to review the current job description. The employee will bring the completed sections of the Self-Assessment for (Part I, II, III) to the evaluation meeting. The supervisor and employee will review the completed forms. Time will be provided for employee comments, and the parties will sign the original. Signature by the employee implies only that the employee has had an opportunity to see the evaluation. Refusal to sign evaluation does not preclude the evaluation from being included in the employee's personnel file. A notation that the employee refused to sign, with the time and date of the evaluation meeting, will be included.
- 18.5 All unsatisfactory observation-evaluation ratings shall be explained in writing by the supervisor. The explanation shall include specific recommendations for improvement including assistance to be provided by the supervisor and/or college.
- 18.6 The supervisor will give the employee their copy when the employee signs the evaluation form. The original copy of the evaluation form shall be submitted to HR for review and placement in the employee's personnel file.
- 18.7 A regular employee whose services are unsatisfactory based on PTE evaluation may be placed on probation for a period of three (3) months.
  - 18.7.1 The following procedures will be followed in the case of a regular employee whose job performance is unsatisfactory.

18.7.2 A personal meeting shall be held with the employee. The first meeting will be the supervisor to whom the employee is directly responsible. The deficiencies will be provided in writing with a copy to the employee. Later meetings may be with the SA of HR, and, if necessary, with the President. At the employee's option, an Association representative may be present.

18.7.3 If, after the probationary period, deficiencies have not been satisfactorily corrected, the probationary period may be extended by 3 months to allow time for improvement or a written recommendation for termination shall be made by the supervisor to the SA of HR.

18.7.4 An employee whose employment is not to be continued by the College shall be notified, in writing, at least ten (10) days prior to date of termination. This notice shall state the reason or reasons for the action.

18.7.5 The President will not terminate an employee for arbitrary and capricious reasons.

## **SECTION 19. Employee Files**

19.1 The employee personnel file and supervisor working file on any employee in the possession of the College shall be subject to review at reasonable times by the employee consistent with the college procedures.

19.2 Any adverse written material shall be shared with the employee prior to its inclusion in the personnel file and shall be signed or initialed by the employee as proof of knowledge of its entry. Materials reviewed by the employee and judged by the employee to be adverse to their service, character, or personality may be answered and/or refuted by the employee in writing. Such written response shall be permanently attached to said materials and shall become a permanent part of the personnel file. A copy of all such material shall be provided to the employee. An employee may request in writing to the SA of HR to have adverse material removed from their personnel file. Materials will be removed upon mutual agreement between the SA of HR and the employee.

19.3 Copies of grievance records filed by an employee shall not be entered into the personnel/supervisor working file and shall be kept in a separate file in HR.

19.4 Working files maintained by supervisors are used to provide reminders, written material of matters related to employee supervision, and evaluation notes and are not considered part of the official personnel file. The only official personnel file is kept by HR and shall contain a record of employment, assessments, and such other information

required by business and legal purposes. Working files will be maintained confidentially.

- 19.5 When supervisors become aware of information that could adversely affect an employee they will make every effort to communicate the information in a timely manner.

## **SECTION 20. Reclassification Procedure**

- 20.1 Reclassification is defined as a change in the placement of a position on the Classification Matrix due to either new duties assigned by the supervisor or changes in percentage of duties resulting in a higher classification level. A reclassification will be considered when 51% or more of the permanently assigned duties are at a higher classification level. If an employee believes they may be eligible for a reclassification they may request an informal classification evaluation from HR at any time. The request must include detailed information about the new duties and/or responsibilities. The results from the informal evaluation are to provide information for an employee to determine if they want to proceed with a formal reclassification request. The employee will be informed of the result within ten (10) days of request, unless the timeline is mutually extended by Association and HR.
- 20.1.1 An informal evaluation may result in a temporary assignment of higher level duties or result in moving forward with the formal reclassification process. Retroactive pay for temporary assignment shall be for no more than 30 days prior to the informal evaluation request. If there is no record of start date, then an informal evaluation date stands.
- 20.2 An employee, supervisor and/or administrator may initiate the reclassification process by doing the following: 1) Obtain an informal evaluation, 2) Obtain the reclassification questionnaire and reclassification process from HR, 3) Complete all of the required information and send the completed packet to HR, who will date stamp it, 4) HR will confirm receipt of the packet to the employee and the Bates PTE President. Within 30 days of receipt of a reclassification request, the SA of HR will determine the appropriate classification. Comparable positions may be a factor in the determination. The employee and the Bates PTE President will receive the decision in writing which states the reason a reclassification request was approved or denied.
- 20.3 A desk audit may be conducted at the request of the SA of HR, supervisor or employee to obtain additional information regarding the work performed. The desk audit will be conducted by HR and will include a meeting with the employee to review the job description. The meeting may consist of an observation of the actual work performed, including a review of examples of work products. A discussion may also occur with the immediate supervisor, or other employees in the affected employee's chain of support.



- 20.4 If the employee disagrees with the decision made by the SA of HR, they may file an appeal within five (5) days to the standing Appeals Committee, which shall be comprised of three (3) union members appointed by the Union President, and three (3) supervisors, appointed by the SA of HR. A Committee Chair shall also be determined by the Committee and will facilitate the process. The Chair shall schedule a meeting with the Committee and the employee and others with relevant information within 15 days following the employee's written notice of appeal. Procedures for filing an appeal are available in the HR Department. If the committee cannot reach a decision by consensus, then it will be determined by the majority.
- 20.5 The Committee Chair will provide written notification and justification of the decision to the SA of HR within five (5) days of the meeting. The SA of HR will then provide written notification and justification to the employee of the Committee's decision within five (5) days.
- 20.6 The goal of the College and the Association is to have the appeal process, after the decision by HR, completed within 25 days, unless mutually agreed upon by both parties.
- 20.7 If the union or the College is not satisfied with the decision rendered by the Appeals Committee, either party may submit the matter to Arbitration in accordance with Level V of the grievance procedure.
- 20.8 The approved reclassification will be retroactive to the date stamped on the re-class request during the application timeframe. Employees receiving a reclassification (a change to an employee's current position that results in a higher salary level) will be placed at the next level that is equal to or above their existing salary and then receive one additional step.
- 20.8.1 When submitting a reclassification request, if a lower classification is determined the position will not be classified down as long as there is an incumbent in the position. However, the position would change to the lower level once it was vacated unless the job duties are changed.
- 20.9 Supplemental Conditions
- 20.9.1 The addition of duties at the same classification level does not provide a basis for reclassification.
- 20.9.2 Employees who wish to address the volume of their workload may request a peer review as described in Section 22.
- 20.9.3 Employees receiving a promotion (hired into a position with a higher salary

level) will be placed at the next level that is equal to or above their existing salary and then receive one additional step.

20.9.4 The College will obtain the Association's input prior to establishing the reclassification of a new or vacant position. The PTE Classification Matrix will be used to determine the appropriate classification level for new and existing positions as they become vacant.

20.9.5 At least ten (10) days prior to the implementation of a proposed department reorganization, the supervisor shall meet with all employees within the department to invite input and discuss the planned reorganization and any anticipated impact on positions, work assignments, and/or reclassification. An Association representative may attend the meeting.

## **SECTION 21. Position Openings**

21.1 All bargaining unit positions will first open to bargaining unit RIF'd employees in accordance with Section 26. If there are no eligible RIF'd employees, then the positions will be open to all permanent bargaining unit members for a minimum period of five (5) days. The position will be posted using email to all College Campus locations. The College may also advertise externally during this time. An employee interested in an advertised position must apply in accordance with the application instructions to the HR Department within the published deadline.

21.2 HR shall screen for minimum qualifications and determine who will be interviewed.

21.3 The screening committee will select the best applicants, participate in the interviews, and shall make recommendations to the President/designee for final consideration for the position. A screening committee will consist of:

21.3.1 The appropriate supervisor of the area or designee.

21.3.2 An administrative representative, as appropriate.

21.3.3 A representative appointed by the Association.

21.3.4 An additional PTE member selected by the supervisor that is from the department or has relevant expertise.

21.3.5 A representative of the Human Resources Department.

21.4 Non-successful employee finalists shall be notified, in writing, on the same day as the successful employee finalist. This notification shall provide rationale for the hiring decision and recommendations for developing skills or competencies. The employee may request a face to face meeting with the SA of HR to discuss the

circumstances of the hiring decision and/or to provide additional documentation for further consideration. Any grievances regarding the selection must be made in writing within a five (5) day grace period following said notification. The successful applicant will not be placed in the new assignment until the five (5) day grace period has elapsed. If a grievance is filed, the successful applicant's current position shall not be permanently filled until mutually agreed to by the Association and the College.

- 21.5 In the event of only one qualified internal applicant responding to a job posted by the College, the College may use the normal interview process or may directly hire the candidate. An applicant placed without an interview must have been in their current position for at least 12 months and will not have had any disciplinary action or unsatisfactory ratings on their performance review in the last 12 months. The College and the Association agree that the employee is subject to Section 24 of the contract and places the employee on probation status in their new position. An employee making satisfactory progress in their new role may be removed from probation at the 45 or 90 day review with recommendation of the evaluator. In the event the applicant is not selected the college will provide timely feedback and support towards professional growth as outlined in section 21.4.
- 21.6 If the College requires that an employee interview for an advertised vacant position during the employee's work day, the employee shall not be required to use earned compensatory time or leave without pay, or receive a deduction in salary for time missed or any other applicable contractual benefits.
- 21.7 If a position is vacated by a probationary employee within the first 60 days on the job, HR may consult the RIF pool for potential candidates. In the event that no employee in the RIF pool meets the minimum qualifications for the vacated position, HR may proceed directly to the external candidate pool.
- 21.8 The College will notify the Association prior to the elimination of any bargaining unit position. If the elimination of a bargaining unit position will result in a change in duties for any PTE, the position elimination process will be followed.
  - 21.8.1 Within ten (10) days of the determination to eliminate a position, a supervisor will review the vacated job description and meet with all affected employees to develop a workflow plan.
  - 21.8.2 The supervisor is required to submit the workflow plan to HR. HR will evaluate the workflow plan per the process identified in section 20 of this agreement.
  - 21.8.3 Employees whose positions are identified by HR as requiring a higher level classification will be advanced to a step of the range for the new class that is equal to or above their existing salary and then receive one additional step. The Employer may grant a higher salary increase as provided in salary schedule. The increase will become effective on the first day of the

employee performing the higher-level duties.

- 21.9 Hire Temporary Hourly employees in positions that are temporarily vacant, unless the skill level requires internal expertise and then duties may be reassigned or an employee may be temporarily reassigned.
- 21.10 The College may approve in-training appointments for employees under the following conditions:
  - 21.10.1 The College has recruited internally and there were no qualified applicants.
  - 21.10.2 The supervisor of the vacant position agrees to consider an in-training opportunity in lieu of external recruitment.
  - 21.10.3 Candidates must apply for a position that is advertised as an in training, opportunity using the College's normal application process, which may also include additional requirements. A supplemental process may be required. Although the in-training position may be filled at any level, the employee is expected to be able to demonstrate during the interview process their initiative and potential to excel at the higher level.
  - 21.10.4 Candidates must also agree to complete an appropriate Professional Development Plan (PDP) that will enable them to meet the minimum qualifications for the position within a reasonable period of time, to be determined by the supervisor. The PDP may include, but is not limited to, additional education, training, certification(s), or on-the-job experience and training required to continue in the position. The SA of HR shall approve all PDPs.
  - 21.10.5 The employee accepting an in-training appointment will be appointed to the new position at their current level and salary for a minimum of six (6) months. Employees will subsequently promote on the salary scale, in accordance with the approved plan.
  - 21.10.6 Each phase of the in-training period must be successfully completed. The employee will be evaluated on their progress during each phase, using the approved evaluation form. The failure of the employee to complete any phase of the in-training plan will result in his/her removal from the position, and may include termination. Should this occur, the affected employee may apply for other open positions in the College for which they qualify.
  - 21.10.7 An employee may voluntarily revert to their former position within the first six (6) months of the in-training assignment. A supervisor may also

involuntarily revert an employee within the first six (6) months of an in-training assignment. In the event that either situation occurs, the supervisor may recruit externally to fill the vacancy. If the supervisor decides the employee has successfully completed their probationary period of six (6) months then the employee will be hired permanently into that position with appropriate pay raise, if applicable.

21.10.8 HR shall develop procedures to facilitate an in-training appointment.

## **SECTION 22. Peer Review**

- 22.1 In the event that a PTE member has concern that the volume of the member's workload is not manageable the member may request a peer review. Prior to requesting the Peer Review, the PTE member is expected to discuss the workload issues in detail with their immediate supervisor. If this meeting fails to address the workload concern, the employee may submit a Peer Review Form to HR. The employee requesting the Peer Review shall obtain a copy of their current job description, attach it to the Peer Review Form and then send the materials to HR. If the employee cannot obtain access to the job description by contacting HR they must note this on the request form.
- 22.2 HR will schedule a meeting of the Peer Review Committee to occur within ten (10) days from receipt of the form, unless mutually agreed to extend. The Peer Review Committee shall consist of the involved employee, the immediate supervisor, a designee from HR, a PTE Association representative, and at the request of the employee, another Association member with similar duties. The committee is to act as an intermediary agent to examine and problem solve workload concerns.
- 22.3 The process shall be one in which the member describes to the committee the specific nature of their workload concerns. Members of the committee may ask clarifying questions in order to obtain an understanding of the workload and workflow. As members of the committee decide they have sufficient information about the situation, they will begin to brainstorm solutions to the problem identified.
- 22.4 Within five (5) days of the meeting the HR designee shall issue a report to the Peer Review Committee summarizing the recommendations resolving the workload issues. Administration will render a decision within ten (10) days of receipt of the report with the option of extending for up to 20 days with mutual agreement between the Association and Administration. The decision will be communicated to all members of the Peer Review Committee.

## **SECTION 23. Transfers**

- 23.1 The College may make or employees may request transfers when a different assignment appears both desirable and possible.
- 23.2 When the College transfers an employee, that employee shall be given reasons for the action in writing. Such a transfer will not be done arbitrarily or capriciously, and will be to a position of like classification and PTE status unless mutually agreed upon.
- 23.3 An employee transferring to a new position shall receive an orientation to the new assignment. An employee required to perform new duties shall receive training pertaining to the added requirement.

## **SECTION 24. Probation**

### 24.1 New Regular Employees

- 24.1.1 An employee hired in a position, shall serve a probationary period of one- hundred twenty (120) days.
- 24.1.2 The employee's work performance will be evaluated during the probationary period at forty-five (45) and ninety (90) days using the PTE Evaluation Form.

The supervisor will discuss the evaluation with the employee. The employee will have the opportunity to provide feedback on the evaluation. The discussion may include such topics as:

1. Reviewing the employee's performance
2. Identifying ways the employee may improve their performance
3. Identifying performance goals and expectations for the next evaluation period
4. Identifying employee training and development needs

Deficiencies in the work performance will be provided to the employee in writing with an appropriate plan for improvement. The employee will have an opportunity to rectify the documented deficiencies.

- 24.1.3 A final formal assessment using the PTE Evaluation form will be completed and given to the employee prior to the end of the probationary period.
- 24.1.4 If an employee fails to satisfactorily correct deficiencies and is being recommended for termination said employee will be notified in writing prior to the recommendation being sent to the College President. The recommendation will identify the reasons for termination. The probationary employee whose employment is not to be continued by the College will be notified by the College President in writing at least ten (10)

days prior to the date of termination. A probationary employee will not be terminated for arbitrary or capricious reasons.

### **SECTION 25. Resignation and Retirement**

- 25.1 An employee who resigns or retires from the College shall notify the supervisor and HR in writing; said notice shall specify the last date of employment and should be submitted at least ten (10) days prior to separation.

### **SECTION 26. Reduction-in-Force (RIF)**

- 26.1 When the President deems it necessary to reduce the workforce, qualifications and seniority in the College will be considered. The College will adhere to seniority as nearly as possible. A reduction-in-force is the elimination caused by loss of funding, change of work requirements, or the reorganization of a department or college operation. Disciplinary action is not a reason for reduction in force.
- 26.2 The College will notify and present the Association with the proposed RIF plan at least ten (10) days prior to the final decision of the President and provide an opportunity to discuss alternatives, such as alternative placement based upon transferable skills or the institution's budgeting priorities.
- 26.3 An employee will be given written notice 20 days prior to the effective date of the reduction-in-force. RIF rights are applied when an employee is given written notice. HR will provide employees a referral to the Employee Assistance Program (EAP) to promote a healthy transition.
- 26.4 Rights of Employees under Reduction-In-Force (RIF)
- 26.4.1 Any positions that are partially or fully funded by operating funds will be eligible for RIF rights immediately. All other positions will be eligible for rights under reduction-in-force after 18 consecutive months of regular employment.
- 26.4.2 If the funding source for an employee's position is changed from operating funds, the employee will maintain RIF rights.
- 26.4.3 An employee will be paid for earned vacation and compensatory time upon being RIF'd. (Section 10.8)
- 26.4.4 An employee who is reinstated pursuant to this section will retain seniority, service increments, and days of accumulated sick leave; provided, however, that the sick leave days have not been used while employed by another state agency.

- 26.4.5 Employees who are reduced-in-force will have preference for rehire over a new applicant for a period of two (2) years from the effective date of the reduction-in-force; however, any member who rejects a third offer of re-employment will lose all rehire rights. A RIF list will be created according to seniority within job levels. To be eligible for rehire, employees must meet minimum qualifications which may include a skills assessment. If two or more employees are equally qualified, then seniority will be the deciding factor. Employees will serve a probationary period in accordance with Section 24.
- 26.4.6 Employees are eligible for rehire only at the same or lower job level and full-time or part-time status from which they were RIF'd. Employees who wish to apply for jobs at a higher job level or time status must apply in accordance with Section 21, and will be considered as external candidates.
- 26.5 RIF'd employees who are hired into a lower job level and who cannot be placed without a loss in salary will have their salary frozen. The frozen salary will be determined by using the salary the employee would have received as of July 1 of the next fiscal year. When the employee's new position's regular rate of pay equals or exceeds the frozen rate of pay, the employee will be placed on the regular salary schedule for the new position.
- 26.6 An employee shall have the right to return to their former position if reinstated during a period of two (2) years from the effective date of the RIF.

## **SECTION 27. Leaves**

### 27.1 Sick Leave

- 27.1.1 At the beginning of each fiscal year, 12-month employees will be credited with twelve (12) days of sick leave, (eight (8) hours per month). Upon separation of employment, employees will be required to reimburse the college for unearned sick leave used prior to the end of employment. Sick leave may be used for absences caused by illnesses, injury, and disabilities, caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof. Sick leave shall apply to personal or family illness including, but not limited to, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof, injury and emergencies including instances of domestic violence. Sick leave may also be used to care for 1) child with a health condition that requires treatment or supervision or 2) a spouse, parent, parent-in-law or grandparent who has a serious health or emergency condition. Sick leave allowance for part-time employees or employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year.



27.1.2 In addition, sick leave shall apply to emergencies. The following conditions apply to emergencies:

27.1.2.1 The problem has been suddenly precipitated. Preplanning is not possible.

27.1.2.2 Preplanning cannot relieve the necessity for the employee's absence.

27.1.2.3 The problem is not minor or of mere convenience, but of a serious nature.

27.1.2.4 Auto trouble shall not be considered an emergency except in case of an accident.

27.1.2.5 Incarceration shall not be considered an emergency; however, if an employee is later acquitted, extraordinary leave will apply and will be paid retroactively.

27.1.2.6 Sick leave for emergencies shall not be used when other leaves cover the situation.

## 27.2 Medical Note

27.2.1 Employees returning to work after more than five (5) consecutive days of sick leave for a non-serious illness shall submit a medical note from a health care provider to their supervisor or to HR. For serious illness, see Section 27.17

27.2.2 Employees who resign from the College and are subsequently reemployed by the College within five (5) years shall retain the number of days of accumulated sick leave held at the time of resignation from the College provided that they have not been used while employed by another public agency.

## 27.3 Supplemental Condition for Sick Leave Buyback ([RCW 41.04.340](#))

In January of the year following any year in which a minimum of 60 days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of 60 days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for

illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from College employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

#### 27.4 Shared Leave ([RCW 41.04.660](#) – [RCW 41.04.680](#))

Shared leave is available upon request and determination of eligibility. It is the employee's responsibility to request shared leave through the established procedures, available in the HR Department.

#### 27.5 Recipient Eligibility

27.5.1 Any employee shall be eligible to receive shared leave under the following conditions and with the approval of the SA of HR.

27.5.2 The employee's job is one in which sick, vacation and/or personal leave can be used and accrued.

27.5.3 The employee is not eligible for time loss compensation under [RCW 51.32](#) (Workers Compensation).

27.5.4 The employee's use of sick leave has conformed to the Collective Bargaining Agreement.

27.5.5 The employee has exhausted, or will exhaust their sick leave and/or annual leave.

27.5.6 The employee's absence and use of shared leave shall be in accordance with Section 27.5.1.

27.5.7 To be considered eligible for leave sharing, a person's condition must be judged to be extraordinary or severe. [WAC 392-126-065](#), which relates to the leave sharing legislation, states that extraordinary or severe means serious or extreme and/or life threatening.

#### 27.6 Documentation of Sick Leave/Annual Leave

27.6.1 An employee may donate sick leave/annual leave using the following criteria:

- 27.6.2 The employee must be in a job in which sick and/or annual leave is accrued.
  - 27.6.3 The employee must have accrued more than 60 days of sick leave or more than 80 hours of annual leave.
  - 27.6.4 Employees may not donate more than six (6) days of sick leave during any 12- month period.
  - 27.6.5 Employees may not donate an amount of sick leave that will result in their sick leave account going below 60 days or annual leave below 80 hours.
  - 27.6.6 All leave must be donated voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- 27.7 Documentation ([WAC 392-126-095](#))
- 27.7.1 The College shall require the employee or their legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
  - 27.7.2 Further details and the appropriate forms may be requested from the HR Department.
- 27.8 Bereavement Leave
- 27.8.1 The College will allow up to five (5) days of paid bereavement leave per occurrence in the event of a death in the immediate family.
  - 27.8.2 The College will allow a full day to pay last respects to a close deceased friend, per occurrence.
  - 27.8.3 Requests for extensions or exceptions to bereavement leave provisions may be granted in extraordinary circumstances by the SA of HR.
- 27.9 Family Illness Leave
- 27.9.1 Employees shall be granted a leave of absence with pay of not more than three (3) days during a year, when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: spouse, domestic partner, child, siblings, parent, grandparent or grandchild. The employee shall certify to the circumstances of the illness upon return to

work. Such leave is non-accumulative and is not to be taken from sick leave.

27.9.2 Family illness leave can be used in lieu of sick leave in the case of an L&I approved on-the-job injury to compensate the injured employee for the first three (3) days of the absence.

27.9.3 Requests for exceptions to family illness leave provisions may be granted in extraordinary circumstances by the SA of HR.

#### 27.10 Washington State Paid Family and Medical Leave (PFML)

27.10.1 Commencing July 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave. The College shall maintain health insurance benefits during period of approved PFML leave. The College will provide information to employees regarding claims to the ESD. Employees will be allowed to supplement PFML benefits with accumulated sick leave in order to maintain compensation, at the employee's election. Effective July 1, 2020, the employee shall pay the employee share of the PFML premium by payroll deduction and the employer shall pay the employer's share.

#### 27.11 Personal Leave

27.11.1 Personal leave will be granted for up to six (6) days per fiscal year. Personal leave is accumulative to a total of seven (7) days. The following conditions apply to Personal leave:

27.11.1.1 Except in an emergency, the employee shall provide the immediate supervisor at least 24 hours' advance notice of the intent to take personal leave. If personal leave is needed in excess of three (3) consecutive days, advance notice of 72 hours is required.

27.11.1.2 Leave may not be used for political purposes or en masse meetings/activities.

#### 27.12 Military Service (National Guard/Reserve Duty) Leave ([RCW 38.40.060](#))

27.12.1 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall

be entitled to and shall be granted military leave of absence from their employment for a period not exceeding 15 days during each federal fiscal year, which is October through September.

27.12.2 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-work days.

27.12.3 When military leave is granted, the employee shall receive their regular pay from the College.

## 27.13 Jury Duty and Subpoena Leave

27.13.1 Leaves of absence with pay are allowed for jury duty.

27.13.2 Leaves under this section are only for the portion of the day when attendance is required.

## 27.14 Professional Development Leave

27.15.1 Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Requests for such leave shall be in accordance with College Regulations and have the approval of the employee's supervisor. Professional leave is subject to approval by the President.

## 27.15 Leaves Without Pay

27.15.1 Parental and Adoption Leave ([RCW 49.78](#), [29 USC 2601](#))

27.15.1.1 An employee who becomes aware of the pending birth or adoption of his/her child, and plans to take parental leave, should notify the HR Department as soon as possible to assist the College in planning for replacement. Parental leave shall begin at a time determined suitable by the employee and SA of HR. Insofar as possible, leave shall begin at a time, which is consistent with the orderly continuance of the program.

27.15.1.2 When the leave commences, the employee will indicate to the SA of HR the length of time they anticipate being on leave.

27.15.1.3 An employee who is legally adopting a preschool child (four (4) years of age or younger) shall have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s).

27.15.1.4 Parental leave may be extended up to 18 months from the date on which the child was born or adopted. The employee may return to the same or similar position. In the event both parents are employees of the College, total parental leave granted to both shall not exceed the 12-month maximum leave time. Should the time not exceed 12 months from the date of birth or adoption of a child the employee(s) may return to the same position or classification.

## 27.15.2 Political Leave

- 27.15.2.1 Upon request employees may be granted political leave in accordance with the following provisions.
- 27.15.2.2 With three (3) weeks' notice an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for employee's own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
- 27.15.2.3 If the employee is elected to the office the President may return the employee to the same or mutually agreed upon position until such time that employee's elected term of office necessitates leaving assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with assignment.
- 27.15.2.4 The President may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.
- 27.15.2.5 At the conclusion of political leave, the employee will be given the same consideration for returning to the position of last assignment. Upon return from this type of leave, the employee may be returned to the same position. If political leave is extended beyond one (1) year, the person's right to return to the original position cannot be guaranteed.

## 27.15.3 Military Service Leave (Active Duty) ([38 USC section 4301-4335](#), [20CFR10021 USERRA](#))

- 27.15.3.1 Any employee who volunteers or is inducted or is recalled into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed four (4) years. If employee requests re-employment within 90 days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service employee shall be reinstated and restored as nearly as existing circumstances permit to the position previously held or to a position of like seniority status and pay. Provided that the College need not re-employ such person if circumstances have so changed as to make it impossible,

unreasonable, or against the public interest for College to do so; provided further, that this section shall not apply to a temporary position.

27.15.3.2 If a person is not qualified for old position as a result of disability sustained during service, but is nevertheless qualified to perform the duties of another position, under the control of the College, employee shall be re-employed in such other position; provided, that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

#### 27.15.4 Recuperation Leave

An employee may be granted recuperation leave at the request of the employee with the recommendation of the physician. Leave may be requested after three (3) years of service to the College and may not exceed one (1) year. Request must be for a specific period of time and include date of return to work. The employee will be entitled to the position of last assignment or one of equal status. If reassignment is necessary, a conference will be held between the College, the employee and the Association to find an assignment that is mutually agreeable.

#### 27.15.5 Educational Leave

27.15.5.1 An employee may be granted a leave of absence without pay for the purpose of education, not to exceed one (1) year after completion of three (3) years of service in the College. An employee on educational leave may return to the same position of like classification.

27.15.5.2 An educational leave may be renewed for a second year.

#### 27.15.6 Family and Medical Leave Act ([RCW 49.78](#))

An eligible employee is entitled to legislatively approved leave under FMLA and FML as dictated by federal and state regulations. Procedures and guidelines for Family and Medical Leave are available through the SA of HR.



## **ARTICLE VI FURTHER PROVISIONS**

### **SECTION 28. AGREEMENT CLAUSE**

This Agreement expressed herein in writing constitutes the full and complete agreement between the Board and the Association and shall supersede any rules, regulations, policies, resolutions or practices of the College which shall be contrary to or inconsistent with its terms.

### **SECTION 29. SAVINGS CLAUSE**

- 29.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 29.2 If the College would be in violation of State law or would incur any penalty or decrease in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the College incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorated basis among all employees who received an increase in compensation under this collective bargaining agreement.
- 29.3 In the event the College receives a reduction in allocation of state funds for a fiscal year, the Association and the College agree to enter into impact bargaining within 30 days of notification.

### **SECTION 30. COPIES OF AGREEMENT CLAUSE**

Each employee covered by this agreement may print a section or the entire CBA using a College printer.

### **SECTION 31. AMENDMENTS AND RE-OPENER CLAUSE**

- 31.1 This Agreement may be reopened for amendment only by the mutual consent of the parties of the Agreement.
- 31.2 The Parties may reopen mutually agreed upon sections annually. If no agreement is reached existing language shall prevail.
- 31.3 Parties further agree that the salary schedule (Appendix A) may be reopened

annually with notification from the Association to the College by May 1 of each year.

**SECTION 32. DURATION CLAUSE**

This Agreement shall be effective as of July 1, 2021, and shall continue in full force until June 30, 2023.

## APPENDIX A

2021 - 2022 PTE

Effective 07/01/21

TA - 2021-22 Compressed Salary Schedule - with 1.7% COLA effective 7/1/2021									
Level Inc	Steps/Level	A	B	C	D	E	F	G	H
PTE-100	Annual			\$ 38,813	\$ 40,282	\$ 42,158	\$ 43,920	\$ 45,728	\$ 47,604
	Monthly			\$ 3,234	\$ 3,357	\$ 3,513	\$ 3,660	\$ 3,811	\$ 3,967
	Semi-Monthly			\$ 1,617	\$ 1,679	\$ 1,757	\$ 1,830	\$ 1,906	\$ 1,984
	Hourly			\$ 18.59	\$ 19.30	\$ 20.20	\$ 21.03	\$ 21.91	\$ 22.80
PTE-200	Annual		\$ 40,621	\$ 43,694	\$ 46,158	\$ 48,350	\$ 50,406	\$ 52,485	\$ 54,632
	Monthly		\$ 3,385	\$ 3,641	\$ 3,847	\$ 4,029	\$ 4,201	\$ 4,374	\$ 4,553
	Semi-Monthly		\$ 1,693	\$ 1,821	\$ 1,924	\$ 2,015	\$ 2,101	\$ 2,187	\$ 2,277
	Hourly		\$ 19.46	\$ 20.93	\$ 22.11	\$ 23.16	\$ 24.15	\$ 25.14	\$ 26.17
PTE-300	Annual	\$ 44,636	\$ 48,274	\$ 51,822	\$ 54,670	\$ 57,201	\$ 59,596	\$ 61,992	\$ 64,478
	Monthly	\$ 3,720	\$ 4,023	\$ 4,319	\$ 4,556	\$ 4,767	\$ 4,966	\$ 5,166	\$ 5,373
	Semi-Monthly	\$ 1,860	\$ 2,012	\$ 2,160	\$ 2,278	\$ 2,384	\$ 2,483	\$ 2,583	\$ 2,687
	Hourly	\$ 21.38	\$ 23.13	\$ 24.83	\$ 26.18	\$ 27.40	\$ 28.54	\$ 29.69	\$ 30.89
PTE-400	Annual	\$ 50,941	\$ 55,145	\$ 59,235	\$ 62,534	\$ 65,472	\$ 68,229	\$ 70,986	\$ 73,856
	Monthly	\$ 4,245	\$ 4,595	\$ 4,936	\$ 5,211	\$ 5,456	\$ 5,686	\$ 5,916	\$ 6,155
	Semi-Monthly	\$ 2,123	\$ 2,298	\$ 2,468	\$ 2,606	\$ 2,728	\$ 2,843	\$ 2,958	\$ 3,078
	Hourly	\$ 24.40	\$ 26.41	\$ 28.37	\$ 29.95	\$ 31.36	\$ 32.68	\$ 34.00	\$ 35.38
PTE-500	Annual	\$ 58,195	\$ 63,054	\$ 67,777	\$ 71,596	\$ 74,986	\$ 78,173	\$ 81,359	\$ 84,681
	Monthly	\$ 4,850	\$ 5,255	\$ 5,648	\$ 5,966	\$ 6,249	\$ 6,514	\$ 6,780	\$ 7,057
	Semi-Monthly	\$ 2,425	\$ 2,628	\$ 2,824	\$ 2,983	\$ 3,125	\$ 3,257	\$ 3,390	\$ 3,529
	Hourly	\$ 27.87	\$ 30.21	\$ 32.46	\$ 34.29	\$ 35.92	\$ 37.44	\$ 38.97	\$ 40.56

Longevity Steps

- 10 Years \$500
- 15 Years \$1000
- 20 Years \$2000
- 25 Years \$2500

## APPENDIX B

2022 - 2023 PTE

Effective 07/01/22

TA - 2022-23 Compressed Salary Schedule - with 2.2% COLA effective 7/1/2022									
Level Inc	Steps/Level	A	B	C	D	E	F	G	H
PTE-100	Annual			\$ 39,667	\$ 41,168	\$ 43,085	\$ 44,886	\$ 46,734	\$ 48,651
	Monthly			\$ 3,306	\$ 3,431	\$ 3,590	\$ 3,741	\$ 3,895	\$ 4,054
	Semi-Monthly			\$ 1,653	\$ 1,716	\$ 1,795	\$ 1,871	\$ 1,948	\$ 2,027
	Hourly			\$ 19.00	\$ 19.72	\$ 20.63	\$ 21.51	\$ 22.39	\$ 23.30
PTE-200	Annual		\$ 41,515	\$ 44,655	\$ 47,173	\$ 49,414	\$ 51,515	\$ 53,640	\$ 55,834
	Monthly		\$ 3,460	\$ 3,721	\$ 3,931	\$ 4,118	\$ 4,293	\$ 4,470	\$ 4,653
	Semi-Monthly		\$ 1,730	\$ 1,861	\$ 1,966	\$ 2,059	\$ 2,147	\$ 2,235	\$ 2,327
	Hourly		\$ 19.89	\$ 21.39	\$ 22.60	\$ 23.67	\$ 24.68	\$ 25.69	\$ 26.75
PTE-300	Annual	\$ 45,618	\$ 49,336	\$ 52,962	\$ 55,873	\$ 58,459	\$ 60,907	\$ 63,356	\$ 65,897
	Monthly	\$ 3,802	\$ 4,111	\$ 4,414	\$ 4,656	\$ 4,872	\$ 5,076	\$ 5,280	\$ 5,491
	Semi-Monthly	\$ 1,901	\$ 2,056	\$ 2,207	\$ 2,328	\$ 2,436	\$ 2,538	\$ 2,640	\$ 2,746
	Hourly	\$ 21.85	\$ 23.63	\$ 25.37	\$ 26.76	\$ 28.00	\$ 29.17	\$ 30.34	\$ 31.56
PTE-400	Annual	\$ 52,062	\$ 56,358	\$ 60,538	\$ 63,910	\$ 66,912	\$ 69,730	\$ 72,548	\$ 75,481
	Monthly	\$ 4,339	\$ 4,697	\$ 5,045	\$ 5,326	\$ 5,576	\$ 5,811	\$ 6,046	\$ 6,290
	Semi-Monthly	\$ 2,170	\$ 2,349	\$ 2,523	\$ 2,663	\$ 2,788	\$ 2,906	\$ 3,023	\$ 3,145
	Hourly	\$ 24.94	\$ 27.00	\$ 29.00	\$ 30.61	\$ 32.05	\$ 33.40	\$ 34.75	\$ 36.15
PTE-500	Annual	\$ 59,475	\$ 64,441	\$ 69,268	\$ 73,171	\$ 76,636	\$ 79,893	\$ 83,149	\$ 86,544
	Monthly	\$ 4,956	\$ 5,370	\$ 5,772	\$ 6,098	\$ 6,386	\$ 6,658	\$ 6,929	\$ 7,212
	Semi-Monthly	\$ 2,478	\$ 2,685	\$ 2,886	\$ 3,049	\$ 3,193	\$ 3,329	\$ 3,465	\$ 3,606
	Hourly	\$ 28.48	\$ 30.86	\$ 33.17	\$ 35.05	\$ 36.70	\$ 38.26	\$ 39.83	\$ 41.45

Longevity Steps

- 10 Years \$500
- 15 Years \$1000
- 20 Years \$2000
- 25 Years \$2500

APPENDIX C

**BATES TECHNICAL COLLEGE**  
**PTE Employee Evaluation**

The intent of this form is to create an open and positive line of communication between employee and supervisor while promoting a threat-free working environment.

**To be completed by Evaluator**

Name of Employee \_\_\_\_\_

Date \_\_\_\_\_

Department \_\_\_\_\_

Years in Position \_\_\_\_\_

Years at College \_\_\_\_\_

Evaluation Period:

**Regular Employees**

The following steps have been adhered to in this evaluation.

- \_\_\_\_\_ 1. Pre-conference (planning). Explanation of process and performance elements for each (Date) category to be evaluated. Provide a copy of "Performance Elements" attachment and "Self-Assessment section" to employee.
- \_\_\_\_\_ 2. Evaluation Conference / Employee Self-Assessment has been discussed. (Date)
- \_\_\_\_\_ 3. Job description reviewed with employee. (Date)

If any performance element category is below satisfactory, check the box and attach the improvement plan and timelines.

- Explanation of any **below** satisfactory rating attached. Please reference Section 18.3 for details.
- Addendum attached and copy to supervisor.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

Employee's signature serves as record of review only; does not indicate agreement with supervisor's assessment.  
***Please return to the Human Resources Department.***

SA of Human Resources/designee to check the box below and sign.

- I have reviewed all evaluation forms.

\_\_\_\_\_  
SA of Human Resources/designee's Signature

\_\_\_\_\_  
Date

**Note: Once the performance evaluation is completed and signed by all parties, it is the Evaluator's responsibility to provide a copy to the employee and to ensure that the original is placed in the employee's personnel file.**

**BATES TECHNICAL COLLEGE**  
**PTE Probationary Employee Evaluation**

The intent of this form is to create an open and positive line of communication between employee and supervisor while promoting a threat-free working environment.

**To be completed by Evaluator**

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Years in Position \_\_\_\_\_

Years at College \_\_\_\_\_ Evaluation Period: \_\_\_\_\_

**Probationary Employees**

The employee will be evaluated at 45 and 90 days and 10 days prior to the end of the probationary period. Please note the date for each evaluation.

- (Date) 1. Pre-conference (planning). Explanation of process and performance elements for each category to be evaluated. Provide a copy of “Performance Elements” attachment and “Self-Assessment section” to employee.
- (Date) 2. 45 Day Evaluation Conference / Employee Self-Assessment has been discussed.
- (Date) 3. 90 Day Evaluation Conference/Employee Self-Assessment has been discussed
- (Date) 4. Final Probationary Evaluation Conference / Employee Self-Assessment has been discussed.

If any performance element category is below satisfactory, check the box and attach the improvement plan and timelines.

- Explanation of any **below** satisfactory rating attached. Please reference Section Key for details.
- Addendum attached and copy to supervisor.

Employee’s Signature	Date	Evaluator’s Signature	Date
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***Please return original signed copy to the Human Resources Department to be placed in employee’s personnel file.***

SA of Human Resources/designee to check the box below and sign.

- I have reviewed all evaluation forms.

Senior Administrator of Human Resources/designee’s Signature	Date
--	------

**Note: Once the performance evaluation is completed and signed by all parties, it is the Evaluator's responsibility to provide a copy to the employee and to ensure that the original is placed in the employee's personnel file.**

**BATES TECHNICAL COLLEGE**  
**PTE Employee Evaluation**  
To be completed by Evaluator

Name of Employee \_\_\_\_\_ Department \_\_\_\_\_

**EMPLOYEE PERFORMANCE ELEMENTS**

The evaluator should meet with the employee to discuss the evaluation process. A copy of the evaluation tool shall be provided to employee. The employee will list goals for the future and discuss them with the evaluator at the conference.

The evaluator will complete the evaluation form and provide comments when appropriate. The evaluation results will be discussed with the employee at the evaluation. The "Development and Performance Plan" from the past year may also be discussed.

The evaluator shall indicate the priority of each performance element as it pertains to the employee's job assignments. The evaluator may indicate more than one performance element as having the same priority (ie: three different elements can be marked as a #1 priority, two as a #2 priority, etc).

Key: 1 = Unsatisfactory; 2 = Needs improvement; 3 = Satisfactory; 4 = Exceeds requirements; 5 = Excellent; N/A = Not applicable.

Priority

		1	2	3	4	5	N/A
<input type="checkbox"/>	A. Self-Management Skills						
<input type="checkbox"/>	B. Work Processes, Skills and Results						
<input type="checkbox"/>	C. Teamwork Skills						
<input type="checkbox"/>	D. Innovation and Change Skills						
<input type="checkbox"/>	E. Development Skills						
<input type="checkbox"/>	F. Communication Skills						
<input type="checkbox"/>	G. Customer Service Skills						
<input type="checkbox"/>	H. Special Projects/Other						

Supervisor Initial \_\_\_\_\_

Employee Initial \_\_\_\_\_



**BATES TECHNICAL COLLEGE**  
**PERFORMANCE ELEMENTS**  
**PTE Employee Evaluation**

The following performance elements should be considered, where applicable, in assessing employee performance and determining future performance expectations and development needs. Other performance elements may be added as needed.

<p><b>SELF-MANAGEMENT SKILLS</b></p> <p>Punctual and consistent work attendance Efficient, effective use of work time, equipment, and resources. Follows rules and procedures. Works in a safe manner. Proper use and maintenance of equipment. Seeks and assumes additional responsibilities as is appropriate. Exhibits integrity and honesty. Treats others with respect and dignity. Gives and accepts constructive feedback. Works effectively in a diverse work environment. Focuses on the situation, issue or behavior rather than on the person. Other:_____.</p> <p><b>WORK PROCESSES, SKILLS &amp; RESULTS</b></p> <p>Provides products &amp; services that consistently meet or exceed the needs and expectations of customers. Uses customer satisfaction as a key measure of quality. Uses appropriate problem-solving methods to improve processes. Collects and evaluates relevant information to make decisions. Uses good judgment. Meets productivity standards, deadlines and work schedules. Accurate and timely work with appropriate supervision. Meets goals. Pursues efficiency and economy in the use of resources. Informs supervisor or appropriate others of problems; identifies issues and alternative solutions. Other:_____.</p> <p><b>TEAMWORK SKILLS</b></p> <p>Supports and focuses on the vision, mission, and goals of the organization and team.</p>	<p>Cooperates with and offers assistance to others. Views the success of the organization and team as more important than individual achievements. Contributes to the development, cohesion and productivity of the team. Appropriately shares information internally and externally. Supports teamwork and cooperation through open, honest communication. Other:_____.</p> <p><b>INNOVATION AND CHANGE SKILLS</b></p> <p>Is creative and innovative when contributing to organizational and individual objectives. Receptive to new ideas and adapts to new situations. Avoids being overly defensive; willing to explore different options. Seeks and acts on opportunities to improve, streamline and re-invent work processes. Other:_____.</p> <p><b>DEVELOPMENT SKILLS</b></p> <p>Participates in opportunities to enhance knowledge and skills identified and offered by the organization or the evaluator. Displays initiative in developing or upgrading knowledge and skills. Applies new knowledge or skills acquired from developmental opportunities. Helps others learn new systems, processes, or programs. Learns to use technology effectively, as is appropriate for the job. Other:_____.</p> <p><b>COMMUNICATION SKILLS</b></p> <p>Participates in meetings in an active, cooperative, and courteous manner. Effectively communicates orally on a one-on-one basis and in small groups.</p>	<p>Make effective oral presentations before groups. Writes clearly and succinctly. Understands and empathizes with the listener or reader. Responds promptly to e-mails, phone messages, and mail. Follows through with commitments. Other:_____.</p> <p><b>CUSTOMER SERVICE SKILLS</b></p> <p>Understands and responds to customer’s objectives and needs. Is sensitive to public attitudes and concerns. Is accessible, timely, and responsive when interacting with customers. Handles customer inquiries and complaints promptly, courteously, and non- bureaucratically. When feasible, goes the extra mile to satisfy customer needs and expectations. Other:_____.</p> <p><b>SPECIAL PROJECTS / OTHER</b></p>
---	--	--

Supervisor Initial \_\_\_\_\_

Employee Initial \_\_\_\_\_

<b>BATES TECHNICAL COLLEGE</b> <b>PTE Employee Evaluation</b>
--

**To be completed by Employee**

<b>Employee Self-Assessment</b>  <i>This form is to be completed by employee and discussed with evaluator.</i>		
Purpose of Appraisal:  <input type="checkbox"/> Annual Review <input type="checkbox"/> Probationary Review <input type="checkbox"/> Other _____	Employee's Name: (Last, First, MI)  Job Classification:	Department:  Evaluator's Name:
<b>Part I: Performance Feedback</b> Assess your contribution toward helping the organization achieve its goals. Describe how well you have done in carrying out job responsibilities and performance expectations		
<b>Part II: Future Performance Expectations</b> Identify any particular performance expectations, job duties, special assignments, and/or skills upon which you should focus in order to reinforce your success and contribution to the organization in your current position.		
<b>Part III: Future Training &amp; Development Opportunities</b> The employee will not be evaluated on this section. Identify training and development opportunities in which you should participate to enhance future performance. You may include suggestions as to how your co-workers and supervisor can support you in the present job with future career goals. Budget may preclude the employee's development opportunities.		
<b>Part IV. Comments and Signatures</b>  <b>Evaluator's Comments:</b> <i>(This section addresses areas of outstanding performance and/or suggestions for improvement).</i>  <b>Employee's Comments:</b>  This report has been discussed with my evaluator  Employee's Signature _____ Title _____ Date _____  Evaluator's Signature _____ Title _____ Date _____		
This report is based upon the evaluation conference.		






# 2021-2023 PTE CBA\_FINAL\_2021.09.13

Final Audit Report

2021-09-22

Created:	2021-09-20
By:	Kimberly Towne (ktowne@Batestech.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIZI_jFthoc22lpk-QgRasRRALBjTTbv6

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