AGREEMENT

BETWEEN

BOARD OF TRUSTEES
BATES TECHNICAL COLLEGE

AND

INTERNATIONAL UNION
OF OPERATING ENGINEERS, LOCAL 302
(CAMPUS PUBLIC SAFETY OFFICERS)

JULY 1, 2024– JUNE 30, 2027

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BATES TECHNICAL COLLEGE
And
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 302 – CAMPUS PUBLIC SAFETY OFFICERS
MEMORANDUM OF AGREEMENT

The following articles of this CBA are hereby agreed to by the negotiating team representing the Board of Trustees of Bates Technical College District No. 28 and the International Union of Operating Engineers, Local 302 (Campus Public Safety Officers) to be presented to the parties to this Agreement for a ratification vote.

Negotiators for Bates Technical College

Christine Winskill, Director of Finance

Ray Richardson, Director of Safety and Security

Sarah Zhang, Human Resources Director, Interim

Negotiators for the International Union of Operating Engineers, Local 302 (Campus Public Safety Officers)

6/7/24
Ryen Young, Senior Field Representative

Elmer Hill, Campus Public Safety Officer

PREAMBLE

The following articles of this Agreement constitute an agreement by and between the Board of Trustees of Bates Technical College District 28, hereinafter called the Employer, and its lawfully delegated representatives, and the International Union of Operating Engineers, Local 302 (Campus Public Safety Campus Public Safety Officers), hereinafter called the "Union."

The parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND RECOGNITION

SECTION 1. DEFINITIONS

1.1	Employer:	Board of Trustees of Bates Technical College, or its delegated Representatives
1.2	College:	Bates Technical College District No. 28
1.3	Employee:	Any employee of the College covered by this Agreement
1.4	President:	President of Bates Technical College
1.5	SA:	Senior exempt administrator or designee
1.6	Union:	I.U.O.E., Local 302
1.7	Sergeant:	Lead Public safety officer of Campus Public Safety
1.8	Shift:	Hours assigned in a given work day

SECTION 2. RECOGNITION AND UNIT DESIGNATION

2.1. Recognition: The Employer recognizes the Union as the exclusive bargaining agent in all matters of wages, hours, and working conditions of employment for all employees in the bargaining unit.

2.2. Bargaining Unit: The bargaining unit to which this Agreement is applicable is composed of the Sergeant and all Campus Public Safety (CPS) Officers in the College.

ARTICLE II
RIGHTS OF THE EMPLOYER

SECTION 3. RIGHTS OF THE EMPLOYER

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

ARTICLE III
GENERAL CONTRACT PROVISIONS

SECTION 4. GRIEVANCE PROCEDURE

If an employee considers that this Agreement has been violated, the employee shall use the following procedure to resolve the grievance.

4.1 **Informal Step:** The grievant shall meet with the supervisor within twenty (20) regular working days following the date of the last occurrence to discuss the grievance.

4.2 **Step 1:** In the event the grievance is not satisfactorily resolved in the Informal Step, the grievant and the Union representative shall, within ten (10) regular working days following the date of failure to resolve it in the Informal Step, present the grievance in writing to the SA of Campus Public Safety with a copy to the SA of Human Resources.

4.2.1 Within ten (10) regular working days following receipt of the grievance, the Supervisor shall submit a written answer to the Union with a copy to the grievant.

4.3 **Step II:** In the event the grievance is not satisfactorily resolved in Step I, the grievant and the Union representative shall within ten (10) regular working days following the date of failure to resolve in Step I, present the grievance in writing to the President or designee, with a copy to the SA of Human Resources.

4.3.1 Within ten (10) regular working days following receipt of the grievance, the SA of Human Resources or designee, shall arrange a meeting(s) between both parties in an attempt to resolve the grievance. The College will respond, in writing, within five (5) regular working days of the date of the meeting.

4.3.2 **Step III:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance at Step II, the parties may mutually agree to submit the grievance to mediation. Either party must notify the other, in writing, within five (5) working days following the date of the Step II written response, of their desire for mediation. The respondent shall respond whether or not they agree to mediation no later than two (2) working days prior to the Union's deadline for submission to arbitration; or within five (5) working days of receipt of the written notification, whichever is sooner.

4.4 If the parties agree to mediation, then within five (5) working days of agreement, the parties shall jointly submit a request for mediation to the Public Employment Relations Commission, unless other arrangements are agreed to by the parties.

4.4.1 Time lines contained in Section 4.5 for submission to arbitration shall be held in abeyance until termination of the mediation process. If no settlement is reached in mediation, the Union may proceed with its request for binding arbitration as outlined in Section 4.5.

4.5 **Step IV:** In the event the two parties cannot arrive at a satisfactory resolution to the grievance, the Union may request binding arbitration on any grievance related to violation of this Agreement. If the Union determines to seek binding arbitration, it shall, within ten (10) regular working days following the date of the Step II written response, or following the date that mediation terminates, submit a request for a list of at least seven (7) arbitrators from the Federal Mediation and Conciliation Service unless other arrangements are agreed to between the College and the Union. The parties will determine the arbitrator from this list by alternately striking a name from the list. The arbitrator's decision will be in writing and will set forth the finding of fact, reasoning and conclusions. The arbitrator will be without power or authority to make any decision which is outside this Agreement.

4.5.1 The decision of the arbitrator will be submitted to the College and the Union and will be final and binding upon the parties. The costs of the arbitration will be borne equally by the College and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other.

4.6 The time limits specified within this grievance procedure may be extended by mutual written agreement of the College and the Union.

SECTION 5. DURATION CLAUSE

5.1 This Agreement shall be in effect as of July 1, 2024 and shall continue in full force and effect through June 30, 2027, with option to extend if mutually agreed upon by both the College and the Union or for other issues in the agreement. This Agreement will be open for negotiations no earlier than ninety (90) days and no later than sixty (60) days prior to the termination date of this Agreement, except as otherwise provided herein.

5.2 The parties will make a good faith effort to complete negotiations by June 30, except when extended by mutual consent of the parties.

SECTION 6. UNION SECURITY

6.1 Employees wishing to authorize the withholding of Union dues must provide their authorization to the Union, which will provide it to the College. Upon receipt of an employee's authorization, the College shall have deducted from the pay of such employee an amount equal to the dues required of a member of the Union as identified by the Union. The College will transmit such amounts to the Union's offices each pay period, together with an indication of the pay period dates, the employee's rate of pay and number of straight time hours. The Union will notify the College at least thirty (30) days in advance of any changes in its fees.

Employees may revoke their authorization for withholding of Union dues by providing written notice to the Union in accord with the terms of the authorization. The College will end dues deduction no later than the second payroll after receiving notice from the Union that an employee has revoked authorization.

The Union agrees to indemnify and hold the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

6.2 Upon receiving notice of failure to comply with the above provisions the Union and the College shall meet to review and decide on actions to be taken in regards to continued employment with the College.

SECTION 7. PICKET CLAUSE

7.1 It is agreed that a Campus Public Safety Officer may refuse to cross a picket line established at the College premises if such picket line is sanctioned by the Pierce County Central Labor Council unless crossing said picket line is necessary to maintain proper security of the College's property.

ARTICLE IV
LABOR-MANAGEMENT

SECTION 8. Labor-Management Committee

8.1 **Purpose**

A Labor-Management Committee (LMC) may be established. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor management relations. It is mutually recognized that both parties come to the table as equals and each party is representing their constituencies. The LMC will meet, discuss and exchange information of a group nature and general interest to both parties. The employee representatives shall be selected by the Union. The principles of Interest Based Problem Solving will be used to the fullest extent possible during committee meetings. Procedures and ground rules will be mutually agreed upon by the LMC.

The College shall allow thirty (30) minutes each quarter for the union and PSO Campus Public Safety Officers to prepare for the quarterly Labor/Management Committee meeting.

8.2 **Scope of Authority**

The LMC shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any LMC activity shall be subject to the grievance procedure.

ARTICLE V
WAGES, HOURS AND BENEFITS

SECTION 9. WAGES

9.1 The agreed upon wages appear in Appendix A.

9.2 Professional development increments and stipends associated with each schedule in Appendix A can be earned for each forty (40) hours of approved professional development activities completed in accordance with Section 13.15 of this agreement.

9.3 Years of service annual salary step increase from the salary schedule in Appendix A shall be earned on each individual employee anniversary date. Stipends earned shall be effective on July 1 of the following year unless the State specifically prohibits such payment or freezes wages.

9.6 **Hours of Work**

9.6.1 The work week shall be Monday through Sunday. Hours worked beyond forty (40) per week shall be compensated at time-and-one-half the regular rate of pay. Hours worked beyond forty-eight (48) shall be paid at two (2) times the regular rate. Full time employees may be assigned a shift of eight (8) hours or more per day. Hours worked beyond the employee's assigned daily shift during a work week of less than forty (40) hours (i.e. a week including leave, holiday or College authorized non-work day) shall be compensated at time and one half the regular rate of pay. Work on the sixth consecutive day, or equivalent for non-traditional shifts, shall be paid at time-and-one-half the regular rate and work on the seventh day, or equivalent for non-traditional shifts, shall be paid at two (2) times the regular rate. In order to maintain coverage for unanticipated needs of the College, Campus Public Safety Officers may be asked to voluntarily adjust their shifts temporarily. Coverage needs will be offered on a rotational basis.

9.6.2 When the College is closed by declaration of the President/designee for no more than two (2) consecutive days, employees may be placed on home assignment unless directed otherwise. If the College is closed for more than two (2) consecutive days, after the second day employees shall use appropriate leave time or rescheduled work hours (at regular pay) when coordinated with and approved by the immediate supervisor.

Campus Public Safety Officers are considered essential personnel. Essential personnel may be required during campus emergencies, including those that dictate suspension of services and/or closure of operations. During an

emergency, Essential Personnel provide services that relate directly to the health, safety, welfare and protect College properties.

Dismissal of classes and/or cancellation of events do not necessarily mean that the campus operations shut down completely and essential staff may be needed to continue to work.

Ultimately, the nature of the emergency will determine what services should continue and who is essential to the continued operation of the campus. During an inclement weather emergency, no employee will be required to perform job duties outside of their classification, such as removing snow from walkways or apply de-icing products.

All Campus Public Safety Officers required to report to work during an emergency caused by inclement weather will be paid at time-and-one-half the regular hourly rate for all hours worked on that day.

If essential personnel cannot work when required, they would need to notify their supervisor and they would need to take appropriate leave.

9.7 Employees required to return to duty after leaving the work site will receive a minimum of three (3) hours pay for callback at time and one-half the regular hourly rate.

9.8 When an employee is subpoenaed to a court appearance that results from a job-related incident, the employee shall be paid for the appropriate hours in accordance with the contract. The hours spent in court will be determined from the time required on the subpoena request until the employee has completed their testimony.

9.9 The immediate supervisor must approve overtime hours. Authorized overtime shall be compensated at the applicable overtime rate of time and one-half in either pay or, at the request of the employee, compensatory time, but compensatory time may not be imposed by the College in lieu of overtime pay upon any employee who has not requested it.

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, it will be paid by the College the following available pay period.

9.10. Overtime shall be offered, by rotational seniority. Assignments shall continue to be offered to the next most senior employee following the employee who most recently accepted an assignment, down the seniority list, until the next assignment is accepted. This continues for each following assignment. Overtime assignments with less than a two (2) hour notice, the SA/designee will send a text to all available Campus Public Safety Officers who should respond within

fifteen (15) minutes. If more than one (1) Campus Public Safety Officer responds, the next most senior Campus Public Safety Officer on the rotation list will be awarded the overtime. If no Campus Public Safety Office responds within fifteen (15) minutes, the first officer to respond will be offered the assignment.

9.11 Wages shall increase in an amount equal to the legislative appropriation for all employees in addition to earned increments for each year of this agreement, unless the state or legislation specifically prohibits salary increases.

9.12 An employee regularly assigned to a swing shift will be paid an hourly premium in the amount of eighty-five cents ($.85) per hour for all hours of the assigned swing shift. The premium will include holidays and vacation days. The normal swing shift hours will be between 3:00 pm and 6:00 am. An employee shift will be considered a swing shift when more than five (5) hours of the assigned shift fall between the hours previously noted. The swing shift premium does not apply to hours worked from an assigned day shift which may overlap the swing shift hours as defined previously. The swing shift premium is not adjusted for overtime. Swing shift employees temporarily assigned to a day shift shall not lose the premium pay. Day shift employees temporarily reassigned to a swing shift will receive the swing shift premium pay. Employee initiated temporary shift swaps must be approved by the supervisor and shall not affect either employees' pay status. Swing shift employees that voluntarily request a temporary reassignment to a day shift shall not retain their swing shift premium pay. Substitutes are not eligible for the swing shift premium. Substitutes filling in for a regular swing shift position for more than thirty (30) consecutive calendar days will be eligible for the premium hourly rate.

9.13 **Campus Public Safety Sergeant**

While on call, the sergeant/designee will receive two dollars ($2.00) per hour for on call pay. Should it be necessary for the sergeant/designee to take phone calls off duty, if the total time of all phone calls is thirty (30) minutes or more between shifts, the sergeant/designee will receive a minimum of three (3) hours callback pay at a minimum rate of 1.5 times the regular hourly rate of pay. If callback occurs while on call on a calendar holiday, the sergeant or designee will receive callback pay at 1.5 times the hourly rate of pay up to eight (8) hours and 2.5 times the hourly rate of pay for hours worked in excess of eight (8) hours. If callback occurs while on call on a legal holiday, the sergeant or designee will receive callback pay at 2.5 times the hourly rate of pay.

SECTION 10. HOLIDAYS

10.1 Employees shall be granted the following thirteen (13) paid holidays and College-authorized non-work days which may be viewed on the College calendar:

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Jr., Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day

10.2 Full-time employees will be compensated for eight (8) hours pay for each calendar holiday. Employees will also be paid time-and-one-half for the first eight hours of work and double time-and-one-half for all hours worked in excess of eight hours for hours worked on the calendar holiday. If an employee is required to work on any legal paid holiday, the employee shall receive holiday pay and premium pay at the overtime rate for all hours worked on the holiday totaling double time and one half.

10.3 If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on a Sunday, then Monday will be a paid day off. When a two (2) day holiday falls on a Saturday and/or a Sunday, the College will schedule days off with pay for the holiday(s) that fall on the weekend. If an employee works the Tuesday through Saturday shift, the schedule will be pre-arranged with the supervisor, which may include using leave or working an alternative shift.

SECTION 11. VACATIONS

11.1 Any regular full-time employees hired after July 1, 2014 shall earn vacation as follows:

Beginning with the 1st year	12 days
Beginning with the 2nd year	13 days
Beginning with the 3rd year	14 days
Beginning with the 4th year	15 days
Beginning with the 5th year	16 days
Beginning with the 6th year	17 days
Beginning with the 7th year	18 days
Beginning with the 8th year	19 days
Beginning with the 9th year	20 days

Beginning with the 10th year	21 days
Beginning with the 11th year	22 days
Beginning with the 12th year	24 days

Any regular full-time employees who were employed prior to July 1, 2014 shall have 22 days of paid vacation and in the 12th year of employment shall earn 24 days of vacation.

A prorated vacation will be allowed to full-time employees with less than twelve (12) months service.

11.2 Prorated vacations will be allowed for all employees who resign.

11.3 Days worked and days paid for by reasons of sick leave benefits shall be counted in computing prorated vacations.

11.4 The earning period for vacation shall start on the first day of July and end on the last day of June

11.5 Employees will be given preference by overall seniority in selecting their vacation so long as the request is received in writing thirty (30) calendar days prior to the start of vacation. Prior approved leave shall not be subject to this clause.

11.6 Vacations may be split at the discretion of the employee as long as the request is consistent with all stipulations as stated in this section.

11.7 Full-time employees of the College are allowed to defer up to ten (10) days of vacation per fiscal year to a maximum of thirty (30) days.

11.8 Full-time employees may take up to thirty (30) consecutive vacation days when approved by the SA.

SECTION 12. HEALTH INSURANCE BENEFITS

12.1 Health insurance benefits shall be offered to the employees through the Public Employees Benefits Board (PEBB) and other state designated agencies. Procedures, guidelines and eligibility criteria are available through Human Resources.

ARTICLE VI
GENERAL CONDITIONS

SECTION 13. PROGRAM PROCEDURES

13.1 The College shall determine the appropriate uniform(s) and equipment, which shall be outlined in the Department's Standard Operating Procedure (SOP). Designated uniforms and equipment shall be provided and maintained by the

College. Upon ratification of the Contract, a footwear allowance up to $200 will be reimbursed to bargaining unit members each fiscal year upon submitted receipt of expenditure. Original receipts documenting qualifying footwear purchases must be dated within the academic year for which the reimbursement is being sought (i.e., between July 1 and June 30) and must be submitted prior to June 30. The annual footwear allowance is not cumulative. Unclaimed allowances will not roll over to the next fiscal year. New employees shall be eligible for reimbursement after the end of the probation period.

13.1.2 Body armor shall be provided by the College, in accordance with Appendix C.

13.2 Campus Public Safety Officers authorized to carry a weapon shall qualify with their authorized weapon as directed by the supervisor. The College will pay for appropriate costs of qualification and ammunition. Current copies of weapons qualification documents shall be provided to the supervisor, and shall be filed in the employee's personnel file.

13.3 **Drug and Alcohol Testing Process**

Employees shall not consume any alcoholic beverages or marijuana for a period of at least ten (10) hours before duty or while on call. Drinking on the job or evidence of intoxication while working will be deemed grounds for progressive discipline up to and including termination upon conclusion of investigation. The College will abide by all state standards of "under the influence" for the purposes of this article. All other conditions of substance use will be the under the direction of College policy.

If the College determines that it has reasonable suspicion that an employee may be under the influence of drugs or alcohol in violation of the College's policies, the College may direct that employee to immediately accompany an SA to an appropriate facility for testing. If the employee at issue is a public safety officer, the SA will accompany and transport the employee to the appropriate facility for testing.

Reasonable suspicion includes, but is not limited to, 1) objective evidence that the employee's actions, conduct or appearance is indicative of being under the influence of drugs and/or alcohol or 2) the employee is in possession of drugs and/or alcohol or drug paraphernalia while on duty or on College property. If the basis of reasonable suspicion is that he employee's actions, conduct, or appearance is indicative of the employee being under the influence of drugs and/or alcohol, the employee's actions, conduct or appearance must be observed by two (2) College personnel before any testing action is taken.

The union representative will be given a courtesy call that the College will be requiring a drug or alcohol test of an employee. If an employee wishes to have a union representative present at the testing facility or during transport to the testing facility, it is incumbent on the employee to secure the presence of the union representative present. However, seeking the presence of the union

representative shall in no way delay the testing process once the directive to be tested has been given.

All testing will be performed by a certified laboratory determined by the College. Testing will be performed by trained technicians.

The employee will be compensated at their appropriate hourly rate for the time devoted to the travel to and from the testing facility and the test procedure. Following the test and prior to any disciplinary or other administrative action being taken, the employee will be advised in writing of the nature of the allegations.

All positive tests will be subjected to a second confirmation test to ensure the validity of the initial test results.

The results of the drug and/or alcohol testing will be weighed by the College in determining if any employee misconduct has occurred, and if so, the appropriate discipline. An employee who refuses to consent immediately upon request to a test for the presence of drugs and/or alcohol or to otherwise fully cooperate in the test or an investigation for such, will be considered insubordinate and subject to such discipline as may be appropriate under the circumstances, which may include suspension without pay with the intent to discharge following the investigation. All due process required by the collective bargaining agreement and general legal principles will also be applied.

An employee shall notify the SA of Human Resources within five days of: 1) any conviction of any criminal drug related conviction; and/or 2) if that employee operates any vehicles or motorized equipment in the performance of their duties, any drug or alcohol related criminal conviction or any suspension or revocation of the employee's driver's license for a drug or alcohol related offense.

13.4 Notification of shift bid will include the date and time that the bid will take place, which will be at least fourteen (14) calendar days from notification. Employees must be present to secure their shift or leave a proxy with their supervisor.

13.5 The employees shall maintain a neat and clean appearance at all times while on duty.

13.6 New employees shall be provided a training program as determined by the SA within their probationary period (six (6) months). Campus Public Safety Officers assigned to assist in the training will be paid an additional stipend of $25 per day for each day assigned to a new employee. Campus Public Safety Officers will provide the SA a written summary of the activity prior to receiving payment.

13.7 The first criteria considered in assigning a public safety officer to an open shift shall be seniority, except when such assignment would impede a new

employee's training during the employee's first year. In the event the most senior public safety officer is not to be selected, the College shall provide written notification to the union and the employee, outlining the reasons, which shall not be arbitrary and capricious.

13.8 Within the probationary period a new employee's shift shall be assigned as outlined in the SOP.

13.9 The College may hire additional temporary staff or utilize a security services firm to substitute for and supplement the work of Campus Public Safety Officers. Additional staff or services would be utilized to provide coverage for campus safety Campus Public Safety Officers absent due to vacation, illness or injury, training, other extended leaves (e.g. bereavement, jury duty), or to provide additional coverage due to emergency or other immediate College need.

13.10 The College will not supplant employees with temporary employees or subcontractors. The College may use 1,000 hours of contracted security services in a twelve (12) month period. Hours used during recruitment of open positions or substituting for an employee due to reasons in the preceding paragraph will not count against the 1,000-hour limitation. Campus Public Safety Officers shall be provided a minimum of ten (10) non-working hours between shift assignments unless mutually agreed upon by the employee and supervisor.

13.11 Regular or other earnings (overtime and vacation) and total earnings will be available to employees.

13.12 It is agreed that security work will be performed only by the Campus Public Safety Officers unless other measures must be taken in case of emergency.

13.13 All employees are allowed a meal period inclusive of the assigned work hours. The meal period shall be at least thirty (30) minutes, and commence no less than two (2) hours nor more than five (5) hours from the beginning of the shift. In the event a public safety officer is off site during the meal period the public safety officer must immediately respond to all calls.

When two or more employees are assigned to the same or overlapping shifts, their lunch period may be staggered in order to provide continuity of services. All employees are entitled to a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of work.

13.14 Campus Public Safety Officers will perform security functions under the direction of the SA.

13.15 **Professional Development**

13.15.1 The College and the Union agree to participate in the Western Washington Stationary Engineers Training Trust to provide professional development opportunities. The College will contribute the amount outlined in the Trust Agreement, see Appendix D.

13.15.2 Completion of professional development, training courses and activities to maintain current knowledge of job-related functions and procedures is considered an essential part of Campus Public Safety Officers' responsibilities. With supervisory approval and availability of coverage, Campus Public Safety Officers will be allowed release time to complete such courses and/or activities.

13.15.3 Upon completion of probationary period, new employees completing hours in College approved professional development and training activities will apply towards professional development stipends per Schedule 21 of Appendix A, if supported with appropriate documentation. The College will maintain employee training records.

13.15.4 The College may require all Campus Public Safety Officers to attend mandatory training/meetings. The College will make reasonable provisions to allow Campus Public Safety Officers to attend such required training, including timely notice, access during paid time, and release time if needed. The College will determine any mandatory training and will pay for training and time spent in such efforts. Any changes to required training will be discussed through the Labor Management process.

13.15.5 The College may pay costs associated with approved, non-required, training such as, but not limited to, registration, tuition or training fees, travel reimbursement, and related materials as approved by the supervisor and subject to the availability of funds.

SECTION 14. PERSONNEL PROCEDURES

14.1 Position Openings

Notification of any newly created position or any existing position will be posted both internally and externally at the appropriate recruiting sources and on the College website for a period of at least seven (7) days, during which time employees interested in the position may apply. Internal candidates will be screened and interviewed first. If there are no qualified internal candidates, external candidates will be considered.

Every attempt will be made to include a Campus Public Safety Officer bargaining unit member on the screening committee for Campus Public Safety Officer position openings.

All positions shall be advertised not later than thirty (30) days from date of vacancy unless other arrangements have been made in advance with the Union.

14.2 **Selection**

The College shall retain the sole right to the selection of new employees.

14.3 **New Employee Procedures**

14.3.1 The College will notify the union of the names, addresses, telephone numbers, and date of hire of employees appointed to regular positions.

14.3.2 A new employee shall serve a six (6) month probationary period.

14.3.3 Continued employment is conditional upon the successful completion of a psychological evaluation, see Appendix E.

14.3.4 During the new employee probationary period, monthly conferences will be conducted with the employees to review work performance. Any deficiencies in work performance and corrective action plan will be provided to the employee in writing. The employee will have an opportunity to rectify the documented deficiencies.

14.3.5 A formal evaluation and conference will be given to the employee at least two (2) weeks prior to the end of the probation period.

14.3.6 An employee who continues to have documented deficiencies at the end of the six (6) month probationary period may, at the discretion of the College, be placed on an extended probationary period not to exceed an additional three (3) months. A conference and evaluation shall be held forty-five (45) days after the date of extension. The Union will be notified of the extended probationary period.

14.3.7 A recommendation for an extended probationary period will be made in writing by the SA in charge of the Campus Public Safety department to the SA of Human Resources.

14.3.8 If an employee fails to satisfactorily correct deficiencies and is being recommended for termination, the employee will be notified in writing prior to the recommendation being sent to the President.

14.3.9 A probationary employee will not be terminated for arbitrary or capricious reasons.

14.4 **Evaluation**

14.4.1 The College and the Union agree that the primary purpose of evaluation is to maintain a high level of performance as determined by the College.

14.4.2 Performance evaluation deficiencies shall be documented and include continuous communication feedback throughout the year. The supervisor shall schedule a pre-

evaluation meeting no less than 30 days prior to the formal evaluation process, see Appendix F.

14.4.3 The College will evaluate employees at least once annually by June 30 or when appropriate.

14.5 **Seniority**

14.5.1 Seniority according to this Agreement shall consist of the continuous service of the employee with the College as a Campus Public Safety Officer. No employee shall have seniority established prior to completing one (1) year of continuous employment with the College. The employee's earned seniority shall not be lost because of absence due to illness, authorized leave of absence or temporary layoff. The seniority list shall be brought up to date each year on July 1.

14.6 **Layoff and Recall Procedure**

14.6.1 If the College eliminates a Campus Public Safety Officer position, the College will lay off by seniority starting with the least senior Campus Public Safety Officer. The College will lay off part-time employees assigned to a Campus Public Safety Officer position prior to laying off any full-time employee assigned to a Campus Public Safety Officer position.

14.6.2 Full-time employees who are laid off will be placed on a full-time layoff list for fifteen (15) months from the date of layoff. The College will give persons on the full-time seniority list preference by seniority for rehire to a security position; if rehired to a full-time security position within fifteen (15) months, said employee's previous hire-in date will establish the employee's seniority.

14.6.3 A person on the layoff list must notify the Human Resources Office of any change in address or telephone number. A person who fails to notify the Human Resources office of a change will lose all recall rights.

14.6.4 A person on the full-time layoff list who rejects an offer of full-time employment will be dropped from the layoff list and thereby lose all recall rights.

14.6.5 The College will notify an employee at least thirty (30) days prior to the effective date of the layoff.

14.7 **Personnel Files**

14.7.1 An employee may review the material in their personnel file(s) once per year or when new documents are added to the file, during regular business hours by making prior arrangements with the SA of Human Resources. Said employee may have a Union business agent accompany them, if desired.

14.7.2 Upon request, the College will provide a copy of any document(s) in the personnel file which has not been written by the employee or previously provided to the employee.

14.7.3 The College will provide a copy of any critical or commendatory written material to the employee at the time of its inclusion in the personnel file. Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such response shall be attached to the material in question and become a part of the personnel file.

SECTION 15. DISCIPLINE

15.1 Discipline will be for just cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. 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 oral warning, written reprimand, suspension or termination as appropriate to the infraction. The employee will receive a copy of any written reprimand.

15.2 The College will notify an employee prior to a meeting set up for possible disciplinary action so that the employee has an opportunity to obtain Union representation. If representation is not available, the meeting will be rescheduled to a mutually agreeable time, but not later than the five (5) working days.

15.3 When an employee is dismissed or suspended for disciplinary action, a written notice will be given to the employee with a copy to the Union.

15.4 The College will act in good faith in the dismissal or demotion of any employee. Should the Union present a grievance in connection with the dismissal or demotion within ten (10) working days of such dismissal or demotion, it shall be reviewed under the terms of the grievance procedure.

SECTION 16. TRAVEL ALLOWANCE

16.1 Employees required to use their private vehicle in the course of their work will be compensated at the rate established by the Office of Financial Management (OFM).

16.2 When an employee is required to use a privately-owned vehicle for patrol duties, the actual odometer reading will be reimbursed.

16.3 **Private Vehicle for College Purposes**

The Employer will not require an employee to use their personal vehicle for College purposes, unless required as an essential function identified in the employee's job description.

It is the personal responsibility of an employee who uses their personal vehicle in the performance of duties to carry public liability insurance for bodily injury and property damage. This will be utilized prior to the State's possible provision of any excess liability protection.

Claim for reimbursement under RCW 4.92.130 must be made to the Washington State Torts Division.

SECTION 17. PAYDAY

17.1 Employees will generally be paid on the 10th and 25th of each month or as determined by the State Board.

ARTICLE VII
LEAVES

SECTION 18. LEAVE WITH PAY

18.1 **Sick Leave**

Except for accrual and at a minimum, the Employer shall comply with the requirements of the Washington State Paid Sick Leave requirements, as administered by the Department of Labor and Industries. Specific guidelines and policies can be found at RCW 49.46, WAC 296.128, and L & I Paid Sick Leave Requirements.

18.1.1 Employees shall be credited at the rate of one (1) day of sick leave per calendar month to a maximum of twelve (12) days per year. Sick leave may be used for absences caused by illnesses, injury, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from.

18.1.2 In addition, sick leave shall apply to emergencies.

18.1.3 The following conditions apply to emergencies:

a. The problem has been suddenly precipitated.
b. Preplanning is not possible
c. Preplanning cannot relieve the necessity for the employee's absence
d. The problem is of a serious nature.
e. Auto trouble shall not be considered an emergency except in case of an accident.

18.1.4 Employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year in accordance with current state law.

18.1.5 Part-time employees will receive sick leave in accordance with State, City, or CBA whichever offers the greater benefit to the Campus Public Safety Officer.

18.1.6 In the event a Campus Public Safety Officer becomes ill and will be unable to report to work said employee will notify the immediate supervisor as soon as possible.

18.2 **Notification Procedure and Statement of Cause and Absence**
In the event a Campus Public Safety Officer or Sergeant will be unable to report to work or report to work on time, the Officer or Sergeant will notify the immediate supervisor as soon as possible.

18.2.1 Employees claiming benefits of the leave provisions shall follow the College's current leave request procedures.

18.3 **Sick Leave Buyback**
Sick Leave Buy Back will be consistent with RCW 41.04.340.

18.4 **Workers' Compensation (Industrial Insurance)**

18.4.1 Workers' Compensation benefits shall be administered consistent with state law WAC 296.17 and RCW 51.32. Procedures, guidelines and eligibility criteria are available through Human Resources and the Workers' Compensation Benefits Guide for injured workers.

18.4.2 For absences extending beyond three (3) calendar days, employees may request available leave to make up the difference between their workers' compensation benefit and their regular monthly salary. This prevents an employee from experiencing the loss of funds normally expected during an absence from work due to a job injury. An employee may request in writing at any time to discontinue using leave for this purpose. Once this request is implemented, the decision cannot be changed. Leave used cannot be "bought back."

18.4.3 While on industrial insurance, sick leave, holiday and vacation benefits will continue to accrue to the employee in the same manner as if the injury had not occurred for a period of twelve (12) calendar months. The College's obligation to an employee for accrual of these fringes terminates at the end of twelve (12) calendar months.

18.4.4 The College will continue to pay its share of the employee's health insurance subsidy only each month during the first twelve (12) months provided that the employee furnishes their share to the business office each month by check made payable to the health insurance plan carrier.

18.4.5 At the end of one (1) calendar year from the date of the injury, the following applies:

a. An employee who is not authorized to report back to work may request a leave of absence in writing. The leave request is subject to SA approval at their discretion.
b. Said employee will be paid for all unused vacation pay earned.

c. If said employee returns to active employment status with the College, their sick leave balance will be reinstated in accordance with College policy.
d. Group medical insurance benefits terminate; each employee must arrange for their own medical insurance coverage if desired.

18.4.6 **Supplemental Condition**
The College, at its discretion, may establish a light duty position for any College employee who is on workers' compensation. The light duty position is not subject to posting, bidding, etc. Any College employee so assigned will not replace any current Campus Public Safety Officer.

18.5 **Bereavement Leave**

18.5.1 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 as defined by state law. (Immediate family is currently defined as your spouse, domestic partner, and the children (including unborn children), siblings, stepchildren, foster children, or parents of either spouse or domestic partner, whether living with you or not, and other relatives who temporarily or permanently reside in your household.)

18.5.2 The College will allow a full day to pay last respects to a close deceased friend, or extended family member, per occurrence. If the College observes a pattern which leads it to believe an individual employee may not be using leave in accordance with this section, the College may investigate any suspected abuse.

18.5.3 Requests for extensions or exceptions to bereavement leave provisions may be granted in extraordinary circumstances by the SA of Human Resources.

18.5.4 Bereavement leave is noncumulative.

18.6 **Shared Leave**
Shared Leave will be offered consistent with state law RCW 41.04.660-680. The appropriate forms may be requested from Human Resources.

18.7 **Family Illness Leave**

18.7.1 Employees shall be granted a leave of absence with pay of not more than three(3) days each fiscal 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: grandparents, spouse, mother, father, daughter, son or siblings. The employee will 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.

18.8 **Personal Holiday**

18.8.1 Personal Holiday will be granted for up to five (5) days per year and is accumulative to a total of seven (7) days. The following conditions apply to extraordinary leave.

18.8.2 If an employee is in a position which requires a replacement employee, said employee must call, text or email the appropriate supervisor directly at least twenty-four (24) hours in advance of the absence in order to assure the availability of a replacement employee. Before leave is approved, a replacement employee, if required, must be available; provided, however, these limitations do not apply when extraordinary leave is used for family illness.

18.8.3 Leave may not be used during the first five (5) days of the student school year.

18.9 **Military Leave for Reservists and Members of the National Guard**
Military Leave will be offered consistent with state law RCW 38.40.060.

18.10 **Jury Duty, Subpoena Leave**

18.10.1 Leaves of absence with pay are allowed for jury duty RCW 2.36.165.

18.10.2 Subpoena Leave will be offered consistent with state law WAC 357.31.320.

SECTION 19. LEAVE WITHOUT PAY

19.1 **Family, Medical, Parental and Adoption Leave**
Family, Medical, Parental and Adoption Leave will be offered consistent with 29USC2601 & RCW 49.78. Procedures and guidelines for Family and Medical Leave are available from Human Resources.

19.1.1 An employee who is legally adopting a pre-school child (four years or younger) may 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). An employee on parental leave for adoption may return to the first available vacancy for which they are qualified.

19.1.2 Parental leave shall not extend beyond eighteen (18) months from the date on which the child was born or adopted. In the event both parents are employees of the College parental leave will be granted to only one of the parents at a time, and the couple's total parental leave shall not exceed eighteen (18) months.

19.3 **Political Leave**

19.3.1 Upon request, employees may be granted political leave in accordance with the following provisions:

a. 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.

b. If the employee is elected to the office, the President/designee 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 this assignment.

c. The President/designee may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.

19.3.2 At the conclusion of political leave, the employee will be given the same consideration for returning to position of last assignment. It will be assumed that the employee wishes to return to the position of last assignment unless employee notifies the President in writing, by March 18, prior to the expiration of the leave. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a year. 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 original position cannot be guaranteed.

19.4 **Military Service (Active Duty) Leave**

Leave and reemployment will be administered consistent with 38 USC Sections 4301-4335, 20CFR1002, USERRA.

19.5 **Other Leave**

19.5.1 Employees may request leave without pay not to exceed one (1) year for the purpose of recuperation (recommended by the employee's personal physician and the President), study, and other reasons upon completion of at least three (3) years of consecutive service. Requests will be considered on a case-by-case basis and granted based on the needs of the College.

Upon completion of the leave period, the employee will be returned to the position of last assignment. In the event the position was reduced or eliminated, the employee will return to a position of like classification within fifteen (15) months if available.

ARTICLE VIII
FURTHER PROVISIONS

SECTION 20. INSPECTION PRIVILEGES

20.1 Authorized agents of the Bargaining Unit shall have access to the College during normal working hours in coordination with the appropriate College administrator for the purpose of resolving disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the working schedule.

20.2 The employer agrees to provide suitable space for the Bargaining Unit to place a bulletin board. Posting by the Bargaining Unit on such boards are to be confined to official business of the Unit.

SECTION 21. PERSONAL PROPERTY

21.1 Employees shall contact the SA of 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.

21.2 Employees may follow the Washington State Tort claims process as established by RCW 4.92. Tort claim forms are available in the Finance Office. Employees should file necessary forms with the Washington State Risk Management office.

SECTION 22. LOCAL PENSION

22.1 If the majority of bargaining unit members vote to do so, the College will divert an agreed upon amount of their hourly wages to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers for each member of the bargaining unit for which compensation was paid. The purpose of said payments shall be to provide retirement benefits for eligible employees pursuant to the provisions of said Pension Fund.

22.2 **Obligation to the Funds**

The College and the Union agree to be bound by the respective Agreement and Declaration of Trust entered into on the date set forth herein for each Fund, as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

The College and the Union consent to accept the terms, conditions and provisions for each written Trust Agreement and as amended, creating each said Fund.

The College and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the College and the Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of each said Trust Agreement.

The total amount due for each calendar month based on regular assignments shall be remitted in a lump sum to each said Fund not later than ten (10) days after the last business day of such month. Those amounts based on extra assignments shall be remitted once annually.

SECTION 23. AGREEMENT CLAUSE

23.1 This Agreement expressed herein in writing constitutes the full and complete agreement between the Board and the Union and shall supersede any rules,

regulations, policies, resolutions or practices of the College which shall be contrary to or inconsistent with its terms.

SECTION 24. SAVINGS CLAUSE

24.1 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 subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

24.2 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, provisions of this contract affected by the ruling shall be reopened and the College and the Union shall renegotiate the provisions in accordance with the law.

SECTION 25. COPIES OF AGREEMENT CLAUSE

25.1 Copies of this Agreement shall be printed at the expense of the College for each employee covered by this Agreement.

APPENDIX A
SALARY SCHEDULE

PSO OFFICER

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
64064	65665	67307	68990	70715	72482	74294	76152	78056	80007

PSO SERGEANT

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
78363	80323	82331	84389	86499	88661	90878	93150	95478	97865

1. Employees are eligible to earn a maximum of 2 training stipends annually
2. Training stipends earned shall be paid as annual stipends at $1010 per stipend
3. Training stipends do not accrue as part of the base salary

APPENDIX B

BODY ARMOR

It is the intention of Bates Technical College (Bates) and the International Union of Operating Engineers (IUOE) Local 302 to provide Bates Campus Public Safety Officers with guidelines for the proper use and care of body armor.

To maximize officer safety with the use of body armor in combination with prescribed safety procedures.

In doing so, the following shall apply:

A. Body Armor:

1. All body armor purchased will comply with protective and related requirements prescribed under current standards of the National Institute of Justice (NIJ) or its' successor agency.
2. The College shall provide Campus Public Safety Officers approved body armor.
3. The officer shall pay for body armor that must be replaced due to misuse or abuse by the officer.
4. The College will pay to replace body armor that is damaged in the line of duty except for neglect or misuse.

B. Use of Body Armor:

1. Officers shall wear only College approved body armor.
2. While in uniform, officers are required to wear body armor during their shift.

C. Inspection of Body Armor:

1. Annual inspections of body armor shall be conducted for fit, cleanliness, and signs of damage, abuse and wear by the Sergeant or Supervisor.
2. This may be accomplished as part of annual defensive tactics training.

D. Care, Maintenance and Replacement of Body Armor:

1. Officers shall routinely inspect personal body armor for signs of damage and for general Cleanliness.
2. As dirt and perspiration may erode ballistic panels, each officer shall be responsible for cleaning personal body armor in accordance with the manufacturer's instructions.

3. Officers are responsible for the proper storage, maintenance and care of body armor in accordance with the manufacturer's instructions.
4. Officers are responsible for reporting damage or excessive wear to the ballistic panels or cover to the Sergeant or Supervisor immediately.
5. Body armor will be replaced on a five-year cycle by the College.

E. Purchase

1. Bates Technical College shall provide Campus Public Safety approved body armor.

While body armor provides a significant level of protection, it is not a substitute for the observance of officer safety procedures.

APPENDIX C
TRAINING TRUST ADDENDUM

Agreement made this **first day of July, 2024** between **Bates Technical College,** ("Employer") and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 302** ("Union"):

WHEREAS, the Employer and the Union have entered into a Collective Bargaining Agreement with respect to the terms and conditions of the employment of certain employees of Employer represented by the Union; and

WHEREAS, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the "Western Washington Stationary Engineers Training Trust," for the purpose of providing employees who are represented by the Union with journeyman upgrading, apprenticeship training and training programs; and

WHEREAS, said trust fund is a joint labor-management trust established in accordance with the applicable provisions of the Internal Revenue Code, the Labor-Management Relations Act and the Employee Retirement Income Security Act; and

WHEREAS, the Employer and the Union jointly desire to upgrade and advance the skills and training of the employees represented by the Union;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Effective **July 1, 2024**, based on **June 2024** hours, the Employer, who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this Agreement, the Employer does not agree to hire and train apprentice (s), but should an apprentice be hired it will be in accordance with the Standards of the program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund. Employees taking classes must understand work will take precedence with changed schedules.

2. Effective **July 1, 2024**, based on **June, 2024** hours, the Employer shall contribute $25.00 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the "Western Washington Stationary Engineers Training Trust".

3. The total amount due for each calendar month shall be remitted in a lump sum to the "Western Washington Stationary Engineers Training Trust," in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month.

4. The Employer and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the "Western Washington Stationary Engineers Training Trust" and by any amendments to said trust agreement, heretofore or hereafter adopted.
5. The Employer accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

6. The Employer retains the right to terminate any apprentice at any time during the training program if the apprentice voluntarily abandons further training or if the apprentice is dropped from the training program by the Joint Apprenticeship Training Committee.

7. The Employer acknowledges its responsibility to maintain the status quo by paying to the Trust Fund contributions during any pay period of bargaining with the Union following termination of any collective bargaining agreement. The Employer and the Union recognize this Training Trust Addendum as a separate written agreement requiring Employer contributions to the Trust Fund during the period of bargaining. The written terms of any Collective Bargaining Agreement between Employer and the Union are hereby expressly referred to and incorporated by reference herein and made part of this Training Trust Addendum. Employer acknowledges that this Training Trust Addendum required payment of contributions to the Trust and may be enforced by the Trust in either state or federal court.

FOR THE EMPLOYER:

Bates Technical College District No. 28

By: _____
Executive Director of Finance

FOR THE UNION:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302

By: _____ 6/7/24
Ryen Young, Union Representative

By: _____
Andrea Major, Training Coordinator

APPENDIX D
NEW EMPLOYEE PSYCHOLOGICAL EVALUATION

It is the intention of Bates Technical College (Bates) and the International Union of Operating Engineers (IUOE) Local 302 to provide Bates Campus Public Safety Organization with the best-vetted candidates for employment.

To maximize officer safety and the safety of our students, staff, clients and public, it is agreed that all new Public Safety Officer candidates who are offered and accept employment with Bates Technical College will complete a psychological evaluation.

In doing so, the following shall apply:

A. Offer and Accept Employment
    1. All candidates will complete the recruitment process as established by Bates.
    2. A job offer will be made and accepted by the candidate with notice of a start date.
    3. Once job offer is accepted, candidate agrees to complete a psychological evaluation.
    4. Continued employment will be conditioned upon successful completion of psychological evaluation.

B. Psychological Evaluation
    1. Psychological evaluation will only apply to probationary employees who have completed the recruitment process, have been made and accepted employment offer.
    2. All such probationary employees will complete a psychological evaluation through a practitioner of the College's choosing.
    3. All costs for the psychological evaluation will be paid for by the College.
    4. All psychological evaluations will be done during probationary employees' regular work hours.

C. Access to Psychological Evaluation
    1. All psychological evaluations will be made a part of the probationary employee's Personnel File.
    2. Employees can review their psychological evaluation through the normal process of reviewing their Personnel File.
    3. Any copies provided to the employee will be done in accordance with Bates policies and procedures.
    4. Evaluation results will be placed in the Confidential File and will only be shared on a need to know basis.

APPENDIX E

PERFORMANCE EVALUATION FORM

BATES TECHNICAL COLLEGE
Campus Public Safety
Employee Evaluation

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

To be completed by Evaluator

Name of Employee _____ Date _____

Department _____ Years in Position _____

Years at College _____ Evaluation Period: From _/_/_ to _/_/_

The following steps have been adhered to in this evaluation.

_____ 1. (Date) 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.

_____ 2. (Date) Evaluation Conference / Employee Self-Assessment has been discussed.

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

☐ **Explanation of any unsatisfactory rating attached.**

☐ **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 office no later than June 30th.

Vice President of Human Resources to check the box below and sign.

☐ I have reviewed all evaluation forms.

_____ _____
Director of Human Resources 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
Campus Public Safety
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 (i.e.: 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 5 N/A			1 2 3 4
☐	A.	Self-Management Skills	☐☐☐☐☐☐
☐	B.	Work Processes, Skills and Results	☐☐☐☐☐☐
☐	C.	Teamwork Skills	☐☐☐☐☐☐
☐	D.	Innovation and Change Skills	☐☐☐☐☐☐
☐	E.	Development Skills	☐☐☐☐☐☐
☐	F.	Communication Skills	☐☐☐☐☐☐
☐	G.	Customer Service Skills	☐☐☐☐☐☐
☐	H.	Leadership Responsibilities	☐☐☐☐☐☐

	I.	**Special Projects/Other**					

Supervisor Initial _____ Employee Initial_____

PERFORMANCE ELEMENTS

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.

A. SELF-MANAGEMENT SKILLS

- 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:_____

B. WORK PROCESSES, SKILLS & RESULTS

- Provides products & 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:_____

C. TEAMWORK SKILLS

- Supports and focuses on the vision, mission, and goals of the organization and team.
- 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:_____

D. INNOVATION AND CHANGE SKILLS

- 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:_____

E. DEVELOPMENT SKILLS

- 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:_____

F. COMMUNICATION SKILLS

- Participates in meetings in an active, cooperative, and courteous manner.
- Effectively communicates orally on a one-on-one basis and in small groups.
- 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:_____

G. CUSTOMER SERVICE SKILLS

- 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:_____

H. LEADERSHIP RESPONSIBILITIES

- Clearly communicates the mission and goals of the organization to staff.
- Provides regular, ongoing feedback to staff.
- Facilitates, coaches, and supports staff's efforts to succeed.
- Provides meaningful recognition of staff success.
- Supports diversity in the workplace.
- Sets clear direction and follow through.
- Makes effective employee selection and promotion decisions.
- Other:_____

I. SPECIAL PROJECTS / OTHER

Supervisor Initial _____ Employee Initial _____

BATES TECHNICAL COLLEGE

Campus Public Safety Employee Evaluation

To be completed by Employee

Employee Self-Assessment

This form is to be completed by employee and discussed with evaluator.

Purpose of Appraisal:	Employee's Name: (Last, First, MI)	Department:
☐ Annual Review ☐ Probationary Review ☐ Other_____	Job Classification:	Evaluator's Name:

Part I: Performance Feedback

Assess your contribution toward helping the organization achieve its goals. Describe how well you have done in carrying out job responsibilities and performance expectations

Use additional sheets if needed.

Part II: Future Performance Expectations

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.

Use additional sheets if needed.

Part III: Development and Performance Plan

The employee will not be evaluated on this section. Identify training and development opportunities in which you would like to 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.

Use additional sheets if needed.

Part IV. Comments and Signatures

Evaluator's Comments: ***(This section addresses areas of outstanding performance and/or suggestions for improvement).***

Employee's Comments:

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.