



**AGREEMENT**

**Between**

**BOARD OF TRUSTEES  
BATES TECHNICAL COLLEGE**

**And**

**INTERNATIONAL UNION  
Of  
OPERATING ENGINEERS  
LOCAL 286  
(Facilities and Operations Employees)**

**July 1, 2018 – June 30, 2021**

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MEMORANDUM OF AGREEMENT SIGNATURE PAGE HOLDER

## **PREAMBLE**

The following articles of this Agreement constitute an agreement by and between the Board of Trustees of Bates Technical College District No. 28, hereinafter called the "Employer", and the International Union of Operating Engineers, Local 286 (Facilities and Operations), and hereinafter called the "Union."

The parties hereto agree as follows:

## **ARTICLE I DEFINITIONS AND RECOGNITION**

### **SECTION 1. Definitions**

|      |                    |  |
|------|--------------------|--|
| 1.1  | Chief              | Campus Operations Chief  |
| 1.2  | Classifications    | Maintenance and Custodian. There are separate job descriptions for each job title within a classification. For purposes of layoffs, maintenance is the higher classification.  |
| 1.3  | College            | Bates Technical College District No. 28  |
| 1.4  | Contract Year      | July 1 through June 30   |
| 1.5  | Employee           | Any employee of the College covered by this agreement  |
| 1.6  | Employer           | Board of Trustees of Bates Technical College District No. 28 or lawfully delegated representative  |
| 1.7  | Lead               | Leads will be designated by management and will normally be the employees with highest level classification on that shift. Leads do not have supervisory/exempt responsibilities.  |
| 1.8  | President          | President of Bates Technical college District No. 28   |
| 1.9  | SA                 | Senior Exempt Administrator or designee  |
| 1.10 | Seniority          | Length of time an employee has continuous service within the bargaining unit with the College in accordance with this CBA  |
| 1.11 | Temporary Employee | A temporary employee is a person employed in a Facilities and Operations position on an emergency or as needed basis to perform work during a workload peak or for a special project. A temporary employee shall not exceed ninety (90) days in the assignment unless mutually agreed by the College and bargaining unit |
| 1.12 | Temporary Layoff   | A layoff of fifteen (15) months or less  |
| 1.13 | Union              | International Union of Operating Engineers (I.U.O.E.), Local 286   |

- 1.14 Work Assignment Facilities operation employees are hired by the College and assigned work by management within the employee's assigned shift. Work assignments will not be done in an arbitrary or capricious manner.
- 1.15 Work Shift The hours an employee is scheduled to work in a work day in a work week. If employee works five (5) or more hours in any one shift, that is the designated shift.
  - 1st shift: 6:00 a.m. – 2:30 p.m.
  - 2nd shift: 2:30 p.m. – 11:00 p.m.
  - 3rd shift: 11:00 p.m. – 7:30 p.m.

**SECTION 2. Recognition**

- 2.1 The employer recognizes the Union as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all employees.
- 2.2 The employer shall notify the Union when subcontracting existing Bargaining Unit work.

**ARTICLE II  
RIGHTS OF THE EMPLOYER**

**SECTION 3. Rights of the Employer**

- 3.1 The management of the College and the direction of the workforce 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  
LABOR-MANAGEMENT**

**SECTION 4. Labor-Management Committee**

**4.1 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 Facilities and Operations to prepare for the quarterly Labor/Management Committee meeting.

**4.2 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 IV GENERAL CONTRACT PROVISIONS

##### SECTION 5. Grievance Procedure

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

- 5.1 **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.
- 5.2 **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 supervisor with a copy to the SA of Human Resources.
  - 5.2.1 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.
- 5.3 **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.
  - 5.3.1 Within ten (10) regular working days following receipt of the grievance, the senior HR administrator 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.
- 5.4 **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.
  - 5.4.1 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.
  - 5.4.2 Time lines contained in Section 5.5 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 5.5.

5.5 **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.

5.5.1 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.

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

## **SECTION 6. Negotiations Procedures**

6.1 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.

6.2 The parties agree that it is advantageous to use the collaborative, interest-based Bargaining process in reaching a mutually beneficial agreement. The parties further agree that subjects for bargaining will be shared at the first negotiations meeting. Neither party will attempt to introduce additional topics after that date, unless mutually agreed upon.

6.3 Negotiations shall be conducted at mutually agreeable times.

6.4 Every effort will be made to complete negotiations by June 30, except when extended by mutual consent of the parties.

6.5 The College will take into consideration any tentative agreement ratified by the Union on or before the next regularly scheduled Board of Trustees meeting.

## **SECTION 7. Union Security**

7.1 The employer recognizes that employees should become members of the Union and it is agreed that all present members of the Union will remain in good



standing and that all future employees shall become members of the Union not later than thirty-one (31) days after employment.

The College is authorized to deduct the required amount from each paycheck not later than thirty-one (31) days after employment. The amount of the Union dues or representation fee will be determined by the Union and communicated to the Finance Office in writing. The representation fee shall be an amount less than the regular dues for the Union membership, in that non-members shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Union for fulfilling its legal obligation to represent all members of the bargaining unit.

- 7.2 In the event that the representation fee is regarded by an employee as a violation of their rights to non-association, such bona fide objections will be resolved according to the provisions of [RCW 41.56.122](#).
- 7.3 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 8. Picket Clause**

- 8.1 It shall not be a violation of this Agreement for an employee to refuse to cross another Union's picket line established at the College premises if such a picket line is sanctioned by the Pierce County Labor Council. However, the Union agrees to provide sufficient employees as determined by the College in order to protect the College's buildings.

**SECTION 9. Program Procedures**

- 9.1 Given sufficient financial resources and consideration of Facilities and Operations priorities, each campus will be assigned a Campus Operations Chief. Campus Operations Chiefs shall be responsible for the proper oversight of the College Campus and the staff assigned therein as authorized by the SA. As a bargaining unit member, the Campus Operations Chief shall not evaluate Facilities and Operations employees, but, may provide input to the supervisor regarding assigned staff as appropriate.
- 9.2 Employees shall have an assigned starting time, according to the needs of the College, in accordance with federal and state law. An employee will be eligible for the shift differential pay when a minimum of five (5) hours is scheduled after 3:00pm.
- 9.2.1 Work Shift – the hours an employee is scheduled to work in a work day in a work week. If an employee works five (5) or more hours in any one shift, that is the designated shift.
- 1st shift – 6:00 a.m. – 2:30 p.m.
  - 2nd shift – 2:30 p.m. – 11:00 p.m.
  - 3rd shift – 11:00 p.m. – 7:30 a.m.

9.3 In order to supplement and assist existing Facilities and Operations employees, the College may utilize work-study students and/or students on work-based learning assignments, or other student workers. Students working in these capacities shall not displace existing employees and shall be utilized in accordance with all applicable rules and regulations for work-study and work-based learning programs, and are not considered members of the bargaining unit. Students in training programs may clean shop and/or lab areas as an integral part of their training. In the event the College needs additional work performed, the first opportunity shall be given to Facilities and Operations employees.

9.4 An employee's shift assignment may be changed by the Supervisor for the needs of the College. Supervisors shall communicate changes in shift assignments to the affected staff with at least ten (10) days' notice. Every attempt will be made to take volunteers on a seniority basis for shift assignment changes. If no volunteers, the College will place the least senior employee.

If the College determines a temporary shift assignment will exceed thirty (30) days, notification will be sent to the Union and to the employee. The Union can request to meet with the College to discuss.

9.5 Facilities operation employees are hired by the College and assigned work by management within the employee's assigned shift. Work assignments will not be done in an arbitrary or capricious manner. Every attempt will be made to take volunteers on a seniority basis for significant work assignment changes.

If a new campus location becomes available, a request for volunteers will be solicited, the volunteer with the most seniority will receive the work assignment. If there are no volunteers within twenty-four (24) hours, management will assign the least senior employee to the location.

9.6 When any Facilities and Operations job description is changed materially or a new one created, the College will notify the Union, and, at that time, negotiate the wages and classification.

9.7 When there is additional space to maintain, the College and the Union will survey the space and determine whether to modify work assignments or recommend additional personnel.

## **ARTICLE V**

### **WAGES, CLASSIFICATION, HOURS AND BENEFITS**

#### **SECTION 10. Wages and Classifications**

10.1 The salary schedules are appended as Appendix A and by this reference fully incorporated herein. Training may be mandatory as required by the Supervisor or training may be requested by the employee subject to pre-approval by the Supervisor.

- 10.1.2 Employees who attend authorized professional development activities will be paid at the employee's regular hourly rate of pay upon successful completion and verification of hours attended.
- 10.1.3 Training may be required by the Supervisor at no cost to the employee.
- 10.1.4 Employees receiving an advancement (appointment to a position with a higher salary level) will progress on the salary scale at a higher level, to the next nearest dollar amount that represents a minimum of a five percent (5%) increase over the employee's existing salary amount.
- 10.2 Wages shall increase in an amount equal to the legislative appropriation for all Facilities and Operations employees in addition to annual step increments for each year of this agreement.
- 10.3 All time worked over forty (40) hours per week, scheduled Monday through Saturday, or on the sixth consecutive day, shall be paid at time-and-one-half the regular rate of pay. On the seventh consecutive day or on Sunday, the rate of pay shall be at double the rate of pay.
  - 10.3.1 For a week with a scheduled non-work day, the non-work day will be counted as eight (8) hours of work for the purpose of determining overtime pay.
  - 10.3.2 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.

- 10.4 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.

Employees who are required to start two (2) hours or less prior to the start of their regular established shift, shall receive pay or comp time for the time prior to the shift at the time-and-one-half rate. Employees could be expected to work their full shift (see Shift definition).

- 10.5 An employee regularly assigned to work after 3:00 p.m. for five (5) or more hours will be paid a premium hourly rate per Appendix A for all shift hours as defined in

Section 9.2.1 of this Agreement. The shift premium is not adjusted for overtime. Employees temporarily reassigned to a first shift shall not lose the premium pay. First shift employees temporarily reassigned to a second or third shift will receive the shift premium pay. Employees that voluntarily request a temporary reassignment to a first shift shall not retain their shift premium pay.

- 10.6 No employee will be required to work outside his/her assigned classification unless specifically assigned by the Supervisor. Such employee shall receive the applicable rate of pay for the higher classification while performing the work.
- 10.7 If an employee is required to work on any paid day off, such employee shall receive time-and-one-half the regular rate of pay for the hours worked.
- 10.8 If an employee is required to work on any calendar date of the holiday, except for the day after Thanksgiving, Christmas Eve Day, New Year's Eve Day and Friday of spring break, the employee will be paid double time the regular rate of pay for the hours worked.
- 10.9 Due to absences, based on the College's need, a qualified regular Facilities and Operations employee may be temporarily assigned to perform duties of the vacant position. Seniority may be considered when filling the position. When a position is filled, the employee shall be temporarily placed on the appropriate level in the salary schedule with a minimum of a five percent (5%) increase over the employee's existing salary amount.

#### **SECTION 11. Reclassification Procedure**

- 11.1 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 fifty-one percent (51%) or more of the permanently assigned duties are at a higher classification level, for six (6) months or longer.
- 11.2 An employee, supervisor and/or administrator may initiate the reclassification process by doing the following: 1) Obtain the reclassification questionnaire and reclassification process from HR, 2) Complete all of the required information and send the completed packet to HR, who will date stamp it, 3) HR will confirm receipt of the packet to the employee and the Union. Within thirty (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 Union will receive the decision in writing which states the reason a reclassification request was approved or denied.
- 11.3 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, employee journal or other processes determined by HR. A discussion may also occur with the immediate supervisor, or other employees in the affected employee's chain of support.

- 11.4 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, 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 fifteen (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.
- 11.5 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.
- 11.6 The goal of the College and the Union is to have the appeal process, after the decision by HR, completed within twenty-five (25) days, unless mutually agreed upon by both parties.
- 11.7 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 the grievance procedure.
- 11.8 The 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 progress on the salary scale at the higher level, to the next nearest dollar amount that represents a minimum of a two percent (2%) increase to a maximum five percent (5%) increase over the employee's existing salary amount.
- 11.8.1 When submitting a reclassification request, if a lower classification is determined, the employee's wage rate will be frozen until such time that the lower classification wage scale equals the employees wage rate. The position would change to the lower level unless the job duties are changed.

## **SECTION 12. Hours**

- 12.1 When two (2) or more employees are assigned to the same shift, their lunch period may be staggered in order to provide continuity of services.
- 12.2 All overtime must be approved in advance by the supervisor. Extra work may be

assigned to part-time employees at regular rates.

- 12.3 The College will schedule a rest period of fifteen (15) minutes, on the employer's time, for each four (4) hours of working time.

**SECTION 13. Holiday Leave**

- 13.1 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              | Christmas Day              | Presidents' Day        |
| Veterans Day           | New Year's Eve Day         | Friday of Spring Break |
| Thanksgiving Day       | New Year's Day             | Memorial Day           |
| Day After Thanksgiving | Martin Luther King Jr. Day | Independence Day       |
| Christmas Eve Day      |                            |                        |

- 13.2 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-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.

**SECTION 14. Vacation Leave**

- 14.1 Any regular full-time employee hired on or 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 are employed prior to July 1, 2014 shall have twenty-two (22) days of paid vacation and in the 12th year of employment shall earn twenty-four (24) days of vacation.

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

- 14.2 Prorated vacations will be allowed for all employees who resign.
- 14.3 All days paid shall be counted in computing prorated vacations.

- 14.4 Vacation requests should be submitted to the Supervisor/designee in writing no later than two (2) weeks and no earlier than one (1) year prior to the requested vacation. Vacation requests submitted with less than two (2) weeks' notice may not be approved. Employees are awarded vacation on a first come first serve basis. Vacation requests submitted the same day will be awarded by seniority. The Supervisor/designee will provide an approval or denial in writing immediately but no later than seven (7) days of the date the request was made. When a request is denied, the Supervisor/designee must include the reason for denial.
- 14.5 A full-time employee of the College is allowed a maximum accrual of thirty (30) days of vacation leave.
- 14.6 A full-time employee may take up to thirty (30) consecutive vacation days when approved by the SA. Accrued vacation beyond thirty (30) days as of June 30 will be forfeited.

**SECTION 15. Insurance Benefits**

- 15.1 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.

**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 work duties, the actual odometer reading will be reimbursed.
- 16.3 Private Vehicle for College Purposes**  
The Employer will not require an employee to use his or her 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 his/her 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. Payroll and Payroll Deductions**

- 17.1 The College will deduct the monthly Union dues and any other contributions to any union-sanctioned program when authorized in writing by the employee.

- 17.2 Employees will generally be paid on the 10th and 25th of each month or as determined by the [Office of Financial Management](#) (OFM).

**ARTICLE VI  
GENERAL CONDITIONS**

**SECTION 18. Uniforms**

- 18.1 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 of \$175 will be reimbursed to bargaining unit members every two (2) fiscal years upon submitted receipt of expenditure. New employees shall be eligible for reimbursement after the end of the probation period.

**SECTION 19. Position Openings**

- 19.1 Notification of any newly created position or any existing vacant position to be filled will be publicized internally and externally for a period of at least seven (7) working days, during which time employees interested in the position may apply.
- 19.2 An employee interested in an advertised position must apply in accordance with the application instructions to the Human Resources Office before the published closing date.
- 19.3 The College will notify the union to discuss options if a vacant position is not posted within thirty (30) days of vacancy. The employer will notify the Union prior to the elimination of any bargaining unit position.
- 19.4 The College shall have two (2) Union representatives on interview committees unless otherwise agreed upon.
- 19.5 Interviews shall be granted to bargaining unit applicants that meet minimum qualifications for positions covered by this agreement.
- 19.6 If the College requires that an employee interview for an advertised vacant position during the employee's work period, the employee shall not suffer any loss of pay or comp time.

**SECTION 20. Seniority**

- 20.1 The Seniority of an employee shall be established only after successfully completing a trial period (as explained in Section 23.6) of continuous employment with the employer and using the criteria as set forth below. Seniority will continue to accrue while an employee is in a paid status.
- 20.2 Annually or when requested, the College shall supply the Union with a current seniority listing of all employees covered by this Agreement. The list shall include employee name, job classification, job title, and seniority criteria in the following order:



- Starting date of hire at the College
- Starting date in the bargaining unit
- In the event two (2) employees in the same bargaining unit have the same starting day, the last six (6) digits of the employee ID number will be used to establish seniority, the lowest number is the highest seniority

20.3 Seniority rights shall not be lost for the following reasons:

20.3.1 Time lost by reason of industrial accident or industrial illness.

20.3.2 Time on leave of absence granted for the purpose of serving in the military

20.3.3 Time spent on other authorized leave of absence, not to exceed one (1) year

20.3.4 Refer to Section 21.3

## **SECTION 21. Staff Adjustments, Layoffs and Recall**

21.1 When the College determines there will be a reduction in force (RIF) in the Facilities and Operations staff, the College will notify the Union as soon as possible. The parties will meet to discuss alternatives to layoff and if there are no alternatives, then the following layoff and bumping procedure will be implemented.

21.2 Should staff adjustments become necessary, the following criteria will be used to determine the employees affected:

21.2.1 Bargaining unit seniority will govern. Employees filling positions requiring essential licenses and/or certifications per job description may be exempt from staff reductions in a layoff situation. Bumping will begin within the highest affected job classification, and continue through the lowest classification, provided the employee has previously held a custodian position within the College. This process will continue until the least senior employee has been laid off or resigned.

In the event two employees in the same bargaining unit have the same starting day, the last six (6) digits of the employee ID number will be used to establish seniority, the lowest number is the highest seniority.

21.2.2 Employees who have been bumped will retain their classification until they have successfully bid on another position of the same or higher classification. Said employee's salary will be frozen until the salary of the lower classification is equal to or exceeds the grandfathered rate of pay.

21.2.3 Seniority will be in accordance with the seniority list.

21.2.4 Facilities and Operations Employees who are laid off will be placed on a layoff list for fifteen (15) months from the date of layoff.

- 21.3 The College will rehire persons on the layoff list for positions which they are qualified by seniority. If rehired within twenty-four (24) months, said employee's previous hire date will establish the employee's seniority date.
- 21.3.1 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 will lose all recall rights.
- 21.3.2 A person who rejects an offer of employment will be removed from the layoff list and thereby lose all recall rights.
- 21.3.3 A person on the layoff list will be offered temporary work for which that person is qualified before the College offers work to a person not on the layoff list.

## **SECTION 22. Discipline**

- 22.1 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.
- 22.2 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 re-scheduled to a mutually agreeable time, but not later than the following week.
- 22.3 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.
- 22.4 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 23. Evaluation**

- 23.1 The College and the Union agree that the primary purpose of evaluation is the improvement of performance.
- 23.2 In the event that a Supervisor anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be given an opportunity to discuss performance and discuss suggestions for improvement a minimum of sixty (60) days prior to the formal completion of the evaluation process.
- 23.3 The College will evaluate all Facilities and Operations employees at least once annually by the end of the month of the employees' anniversary date. Evaluation tool

will be referenced as Appendix B.

- 23.4 An employee with an unsatisfactory evaluation may be re-evaluated within sixty (60) days. Any employee may request an evaluation after sixty (60) days of the last evaluation.
- 23.5 An employee who has received an unsatisfactory evaluation after the sixty (60) day period shall be placed on probationary status for ninety (90) days.
  - 23.5.1 The employee will be provided a Corrective Action Plan (CAP) by the College in coordination with the Human Resources Department. The ninety (90) day probationary period becomes effective upon implementation of the CAP which, if appropriate, will include additional training.
  - 23.5.2 If the employee's performance remains unsatisfactory after completion of the probationary period, the employee may be subject to discipline up to and including termination.

### **23.6 Probation - New and Promoted Employees**

- 23.6.1 A new and promoted employee shall serve a ninety (90) day trial period.
- 23.6.2 During the new or promoted employee's trial period, monthly conferences will be conducted with the employee to review work performance. Any deficiencies in work performance will be provided to the employee in writing. The employee will have an opportunity to rectify the documented deficiencies.
- 23.6.3 A formal evaluation and conference will be given at least two (2) weeks prior to the end of the trial period.
- 23.6.4 An employee who continues to have documented deficiencies at the end of the ninety (90) day trial period may, at the discretion of the College, be placed on an extended trial period not to exceed an additional ninety (90) days. A conference and evaluation shall be held forty-five (45) days after the date of extension. The Union will be notified of the extended trial period.
- 23.6.5 A recommendation for an extended trial period will be made in writing by the Administrator in charge of the division/department to the Human Resource Office, with a copy to the employee.
- 23.6.6 If a new 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 President.
- 23.6.7 A probationary employee will not be terminated for arbitrary or capricious reasons.

- 23.6.8 Prior to the end of the ninety (90) day trial period the promoted employee and the Supervisor shall mutually agree for the employee to continue in the new position or revert to his/her prior position.

#### **SECTION 24. Leave With Pay**

- 24.1.1 In the event an employee becomes ill and will be unable to report to work said employee will notify the immediate supervisor as soon as possible.
- 24.1.2 Medical Report – Employees claiming benefits of more than five (5) consecutive days from accumulated sick leave may be required to provide medical documentation.
- 24.1.3 When an employee becomes ill or disabled such that the employee cannot perform the assigned duties, the position shall not be filled permanently for a period of twelve (12) months. An exception is granted if a licensed Healthcare professional's report determines that the employee is unable to return to his/her position, prior to the end of the twelve (12) month period.

#### **24.2 Sick Leave**

- 24.2.1 At the beginning of each fiscal year, twelve (12) month employees will be credited with twelve (12) days of sick leave. Sick leave may be used for absences caused by illness, injury, disabilities caused or contributed to by a pregnancy, miscarriage, abortion, childbirth and recovery there from. Sick leave may also be used to care for 1) a 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.
- 24.2.2 In addition, sick leave shall apply to emergencies. The following conditions apply to emergencies:
1. The problem has suddenly precipitated
  2. Preplanning is not possible
  3. Preplanning cannot relieve the necessity for the employee's absence
  4. The problem is not minor or of mere convenience, but of a serious nature
  5. Any personal transportation or vehicle trouble shall not be considered an emergency except in the case of an accident
- 24.2.3 Sick leave allowance for 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.
- 24.2.4 Part-time employees will receive sick leave in accordance with State, City or CBA whichever offers the greater benefit to the Facilities and Operations employees.
- 24.2.5 Employees who resign from the College and are re-employed 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 the sick days have not been used in another WA State Agency.

### **24.3 Sick Leave Buyback**

24.3.1 Sick Leave Buy Back will be consistent with [RCW 28B.50.551](#).

### **24.4 Shared Leave**

Shared Leaves will be offered consistent with [RCW 41.04.660-680](#). The appropriate forms may be requested from Human Resources.

### **24.5 Workers' Compensation (Industrial Insurance)**

24.5.1 Workers' Compensation benefits shall be administered consistent with [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.

24.5.2 For absences extending beyond three (3) calendar days, employees may request sick 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. In addition, when sick leave has been exhausted, an employee may request in writing to use available vacation or personal leave. 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. Sick leave used cannot be "bought back".

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

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

1. An employee who is authorized to report back to work may request a leave of absence in writing pursuant to the Other Leaves (Section 25.4) of this Agreement. The leave request is subject to College approval at its discretion.
2. Said employee will be paid for all unused vacation pay earned.
3. If said employee returns to active employment status with the College, his or her sick-leave balance will be reinstated in accordance with College Policy.
4. Group medical insurance benefits terminate; each employee must arrange for his or her own medical insurance coverage, if desired.
5. 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.

#### **24.6 Supplemental Condition**

- 24.6.1 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 employee. The College will notify the Union of the light duty assignment, including the assigned hours, for any bargaining unit employee.
- 24.6.2 Twelve (12) months of benefits pursuant to Section 24.5.3 are the maximum benefits for an employee unless said employee works thirty (30) consecutive days of regular duties to restore eligibility for said benefits.

#### **24.7 Bereavement Leave**

- 24.7.1 The College will allow up to five (5) days of paid Bereavement leave per occurrence in the event of a death in the family (spouse, domestic partner, child, sibling, parent, grandparent or grandchild).
- 24.7.2 The College will allow a partial day to pay last respects to a close deceased friend, 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.
- 24.7.3 Requests for extensions or exceptions to Bereavement leave provisions may be granted in extraordinary circumstances by the SA of Human Resources.
- 24.7.4 Bereavement Leave is non-cumulative.

#### **24.8 Family Illness Leave**

- 24.8.1 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, sibling, parent, grandparent or grandchild).
- 24.8.2 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, unless taken in accordance with Section 24.2.1.

#### **24.9 Personal Leave**

- 24.9.1 Personal leave will be granted for personal reasons for up to five (5) days per year and is accumulative to a total of six (6) days.
- 24.9.2 If an employee is in a position which requires a substitute, said employee must call the Supervisor directly at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute. Before leave is approved, a

substitute, if required, must be available; provided, however, these limitations do not apply when Personal leave is used for family illness.

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

**24.10 Military Service (National Guard/Reserve Duty) Leave**

Military leave will be offered consistent with [RCW 38.40.060](#).

**24.11 Jury Duty, Subpoena Leave**

24.11.1 Leaves of absence with pay are allowed for jury duty ([RCW 2.36.165](#)).

24.11.2 Subpoena Leave will be offered consistent with [WAC 357.31.320](#).

**SECTION 25. Leave Without Pay**

25.1 [Family and Medical Leave Act](#) (FMLA)

25.1.1 Family, medical, parental and adoption leave will be offered consistent with [29USC2601](#) and [RCW 29.78](#). Procedures and guidelines for family and medical leave are available from Human Resources.

**25.2 Political Leave**

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

25.2.2 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.

25.2.3 If the employee is elected to the office, the SA of Human Resources 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.

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

25.2.5 At the conclusion of political leave, the employee will be given the same consideration for returning to position of last assignment.

25.2.6 It will be assumed that the employee wishes to return to the position of last assignment unless employee notifies the President, in writing, prior to the expiration of 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 same position. If political leave is extended beyond one (1) year, the person's right to return to original position cannot be guaranteed.

### **25.3 Military Service (Active Duty) Leave**

25.3.1 Leave and reemployment will be administered consistent with [38USC Sections: 4301-4335, 20CFR1002, USERRA](#). Contact Human Resources for further information.

### **25.4 Other leaves**

25.4.1 Leaves of absence without pay, recommended to the President by the SA of Human Resources, may be granted by the College for up to one (1) year. An employee may return to their original position or equivalent position.

25.4.2 A Facilities and Operation position will be opened in accordance with the open position procedure, if an employee is granted a leave beyond his or her one (1) year of absence due to workers' compensation.

25.4.3 An employee who has exhausted his/her accumulated sick leave may request leave without pay, subject to the approval of the supervisor.

25.4.4 An employee must be on pay or paid leave status, or authorized leave without pay to maintain his/her employment with the College.

## **ARTICLE VII FURTHER PROVISIONS**

### **SECTION 26. Union Release Time**

26.1 Union representatives may be authorized to use release time to transact Union business under the following conditions:

26.1.1 One week's notice shall be required of all such requests (which will be made to the employee's supervisor).

26.1.2 Requests for such release time shall be made through the supervisor to the SA of Human Resources in advance of the release time.

26.1.3 A maximum of five (5) days per year, eight (8) hours per day, will be permitted, for a total release time for the Union of forty (40) hours per year.

26.1.4 Only one member may be on release at any given time.

26.1.5 The Union will reimburse the College for the actual cost of the substitute employee during the period of absence.



**SECTION 27. Union Use of College Email**

27.1 Union representatives may use the College's internal email system to inform their members of upcoming Union meetings and routine communication providing it does not interfere with employee's work time.

**SECTION 28. Observer Compensation**

28.1 Employees who participate in bargaining as part of the union's bargaining team shall be compensated at their normal hourly rate while participating in joint collective bargaining sessions when such sessions occur during the employee's assigned shift, provided the hours do not result in the employee or any other employee incurring over time.

**SECTION 29. Local Pension**

29.1 During the continuance of this collective bargaining agreement, the Employer shall pay into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, on the account of each member of the bargaining unit, an hourly sum for every hour 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. The stipulated amount of any said sum is defined and set forth on the following basis:

29.1.1 Effective July 1, 2006, an hourly sum of one dollar (\$1.00) per compensable hour for all bargaining unit employees will be deducted from the employee's hourly rate of pay and contributed Central Pension Fund.

**29.2 Obligation to the Funds**

29.2.1 The Employer 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 Participating Employers and by any amendments to either said Trust Agreement, heretofore and hereafter adopted.

29.2.2 The Employer and Union consent to and accept the terms, conditions and provisions for each written Trust Agreement and as amended, creating each said Fund. The Employer and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the Employer and 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.

29.2.3 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 30. Apprenticeship**

- 30.1 The College will continue the Apprenticeship Agreement and contribute twenty dollars and zero cents (\$25.00) per month per employee into the Apprenticeship Trust Fund.
- 30.2 Employee(s) selected by the Employer to become an apprentice will be interviewed by the Joint Apprentice Training Committee (JATC) Coordinator and that individual shall complete an application for apprenticeship. Wage progression starting point depends upon Employer recommendation, work experience, training, and JATC approval.
- 30.3 Any apprentice, who fails to complete his/her apprenticeship training, may be terminated.
- 30.4 The standards of apprenticeship have been adopted by Western Washington Operating Engineers Facilities Custodial Services Apprenticeship Committee and approved by Washington State Apprenticeship and Training Council.

**SECTION 31. Dual Internal Employment**

- 31.1 The College will considered request for dual employment, outside of the bargaining unit, within the College. All requests will be subject to approval by the SA of Human Resources within ten (10) days of request. No dual employment will be allowed without approval.

The College recognizes current bargaining unit employment with the College as the employee's primary employment.

**SECTION 32. Agreement Clause**

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

**SECTION 33. Savings Clause**

- 33.1 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.
- 33.2 If the Employer 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 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 34. Copies of Agreement Clause**

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

**SECTION 35. Duration Clause**

31.1 This Agreement shall be in effect as of July 1, 2018 and shall continue in full force and effect through June 30, 2021 with the option to extend or for other issues in the agreement. The College and Union have agreed to reopen the maintenance salary schedule at the end of fiscal year 2018-2019 for the purposes of evaluating the possibility of additional steps.

## Appendix A Salary Schedule

| CUSTODIAL |         | A        | B        | C        | D        | E        | F        | G        | H        | I        | J        | K        | L        |
|-----------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1         | Annual  | \$30,228 | \$31,740 | \$33,324 | \$34,992 | \$36,732 | \$38,568 | \$40,500 | \$42,516 | \$44,640 | \$46,860 | \$49,212 | \$51,672 |
|           | Monthly | \$2,519  | \$2,645  | \$2,777  | \$2,916  | \$3,061  | \$3,214  | \$3,375  | \$3,543  | \$3,720  | \$3,905  | \$4,101  | \$4,306  |
|           | Hourly  | \$14.53  | \$15.26  | \$16.02  | \$16.82  | \$17.66  | \$18.54  | \$19.47  | \$20.44  | \$21.46  | \$22.53  | \$23.66  | \$24.84  |
| 2         | Annual  | \$33,780 | \$35,460 | \$37,236 | \$39,108 | \$41,064 | \$43,116 | \$45,264 | \$47,532 | \$49,896 | \$52,392 | \$55,020 | \$57,780 |
|           | Monthly | \$2,815  | \$2,955  | \$3,103  | \$3,259  | \$3,422  | \$3,593  | \$3,772  | \$3,961  | \$4,158  | \$4,366  | \$4,585  | \$4,815  |
|           | Hourly  | \$16.24  | \$17.05  | \$17.90  | \$18.80  | \$19.74  | \$20.73  | \$21.76  | \$22.85  | \$23.99  | \$25.19  | \$26.45  | \$27.78  |
| 3         | Annual  | \$36,228 | \$38,040 | \$39,936 | \$41,928 | \$44,028 | \$46,236 | \$48,552 | \$50,976 | \$53,520 | \$56,196 | \$59,004 | \$61,968 |
|           | Monthly | \$3,019  | \$3,170  | \$3,328  | \$3,494  | \$3,669  | \$3,853  | \$4,046  | \$4,248  | \$4,460  | \$4,683  | \$4,917  | \$5,164  |
|           | Hourly  | \$17.42  | \$18.29  | \$19.20  | \$20.16  | \$21.17  | \$22.23  | \$23.34  | \$24.51  | \$25.73  | \$27.02  | \$28.37  | \$29.79  |

| MAINTENANCE |         | A        | B        | C        | D        | E        | F        | G        | H        | I        |
|-------------|---------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1           | Annual  | \$38,268 | \$40,188 | \$42,204 | \$44,304 | \$46,524 | \$48,840 | \$51,288 | \$53,856 | \$56,556 |
|             | Monthly | \$3,189  | \$3,349  | \$3,517  | \$3,692  | \$3,877  | \$4,070  | \$4,274  | \$4,488  | \$4,713  |
|             | Hourly  | \$18.40  | \$19.32  | \$20.29  | \$21.30  | \$22.37  | \$23.48  | \$24.66  | \$25.89  | \$27.19  |
| 2           | Annual  | \$43,704 | \$45,888 | \$48,168 | \$50,580 | \$53,124 | \$55,764 | \$58,572 | \$61,488 | \$64,560 |
|             | Monthly | \$3,642  | \$3,824  | \$4,014  | \$4,215  | \$4,427  | \$4,647  | \$4,881  | \$5,124  | \$5,380  |
|             | Hourly  | \$21.01  | \$22.06  | \$23.16  | \$24.32  | \$25.54  | \$26.81  | \$28.16  | \$29.56  | \$31.04  |
| 3           | Annual  | \$48,948 | \$51,396 | \$53,952 | \$56,664 | \$59,484 | \$62,460 | \$65,580 | \$68,868 | \$72,300 |
|             | Monthly | \$4,079  | \$4,283  | \$4,496  | \$4,722  | \$4,957  | \$5,205  | \$5,465  | \$5,739  | \$6,025  |
|             | Hourly  | \$23.53  | \$24.71  | \$25.94  | \$27.24  | \$28.60  | \$30.03  | \$31.53  | \$33.11  | \$34.76  |
| 4           | Annual  | \$52,272 | \$54,888 | \$57,636 | \$60,504 | \$63,540 | \$66,708 | \$70,056 | \$73,548 | \$77,232 |
|             | Monthly | \$4,356  | \$4,574  | \$4,803  | \$5,042  | \$5,295  | \$5,559  | \$5,838  | \$6,129  | \$6,436  |
|             | Hourly  | \$25.13  | \$26.39  | \$27.71  | \$29.09  | \$30.55  | \$32.07  | \$33.68  | \$35.36  | \$37.13  |

- 1) Employees assigned to work a second or third shift shall receive an additional .85 cents per hour.
- 2) Steps – An employee will advance one step annually on their anniversary month.
- 3) Employees with less than 19 years as of July 1, 2014 will receive the longevity pay outlined below:
  - Years 16-20 – Employee shall receive longevity pay of \$775 annually
  - Year 21-25 – Employee shall receive longevity pay of \$1,815 (replaces \$775)
  - Years 26 & Beyond – Employee shall receive longevity pay of \$2,500 (replaces \$1815)
  - Longevity pay for years of service will be added to the annual salary on the employee's anniversary month upon completion of 15, 20 and 25 years of service in prior year, unless the state specifically freezes classified wages. COLAs will not be applied to longevity pay.

# Appendix B

## BATES TECHNICAL COLLEGE Facilities & Operations 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: From \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_

The following steps have been adhered to in this 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.
  2. Evaluation Conference / Employee Self-Assessment has been discussed.  
(Date)

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 March 31.**

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

- I have reviewed all evaluation forms.

\_\_\_\_\_  
SA 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**  
**Facilities & Operations 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

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

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

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

**BATES TECHNICAL COLLEGE  
PERFORMANCE ELEMENTS  
Facilities & Operations 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>A. SELF-MANAGEMENT SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Punctual and consistent work attendance</li> <li>▪ Efficient, effective use of work time, equipment, and resources.</li> <li>▪ Follows rules and procedures.</li> <li>▪ Works in a safe manner.</li> <li>▪ Proper use and maintenance of equipment.</li> <li>▪ Seeks and assumes additional responsibilities as is appropriate.</li> <li>▪ Exhibits integrity and honesty.</li> <li>▪ Treats others with respect and dignity.</li> <li>▪ Gives and accepts constructive feedback.</li> <li>▪ Works effectively in a diverse work environment.</li> <li>▪ Focuses on the situation, issue or behavior rather than on the person.</li> <li>▪ Other: _____</li> </ul> <p><b>B. WORK PROCESSES, SKILLS &amp; RESULTS</b></p> <ul style="list-style-type: none"> <li>▪ Provides products &amp; services that consistently meet or exceed the needs and expectations of customers.</li> <li>▪ Uses customer satisfaction as a key measure of quality.</li> <li>▪ Uses appropriate problem-solving methods to improve processes.</li> <li>▪ Collects and evaluates relevant information to make decisions.</li> <li>▪ Uses good judgment.</li> <li>▪ Meets productivity standards, deadlines and work schedules.</li> <li>▪ Accurate and timely work with appropriate supervision.</li> <li>▪ Meets goals.</li> <li>▪ Pursues efficiency and economy in the use of resources.</li> <li>▪ Informs supervisor or appropriate others of problems; identifies issues and alternative solutions.</li> <li>▪ Other: _____</li> </ul> <p><b>C. TEAMWORK SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Supports and focuses on the vision, mission, and goals of the organization and team.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Cooperates with and offers assistance to others.</li> <li>▪ Views the success of the organization and team as more important than individual achievements.</li> <li>▪ Contributes to the development, cohesion and productivity of the team.</li> <li>▪ Appropriately shares information internally and externally.</li> <li>▪ Supports teamwork and cooperation through open, honest communication.</li> <li>▪ Other: _____</li> </ul> <p><b>D. INNOVATION AND CHANGE SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Is creative and innovative when contributing to organizational and individual objectives.</li> <li>▪ Receptive to new ideas and adapts to new situations.</li> <li>▪ Avoids being overly defensive; willing to explore different options.</li> <li>▪ Seeks and acts on opportunities to improve, streamline and re-invent work processes.</li> <li>▪ Other: _____</li> </ul> <p><b>E. DEVELOPMENT SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Participates in opportunities to enhance knowledge and skills identified and offered by the organization or the evaluator.</li> <li>▪ Displays initiative in developing or upgrading knowledge and skills.</li> <li>▪ Applies new knowledge or skills acquired from developmental opportunities.</li> <li>▪ Helps others learn new systems, processes, or programs.</li> <li>▪ Learns to use technology effectively, as is appropriate for the job.</li> <li>▪ Other: _____</li> </ul> <p><b>F. COMMUNICATION SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Participates in meetings in an active, cooperative, and courteous manner.</li> <li>▪ Effectively communicates orally on a one-on-one basis and in small groups.</li> </ul> | <ul style="list-style-type: none"> <li>▪ Make effective oral presentations before groups.</li> <li>▪ Writes clearly and succinctly.</li> <li>▪ Understands and empathizes with the listener or reader.</li> <li>▪ Responds promptly to e-mails, phone messages, and mail.</li> <li>▪ Follows through with commitments.</li> <li>▪ Other: _____</li> </ul> <p><b>G. CUSTOMER SERVICE SKILLS</b></p> <ul style="list-style-type: none"> <li>▪ Understands and responds to customer's objectives and needs.</li> <li>▪ Is sensitive to public attitudes and concerns.</li> <li>▪ Is accessible, timely, and responsive when interacting with customers.</li> <li>▪ Handles customer inquires and complaints promptly, courteously, and non-bureaucratically.</li> <li>▪ When feasible, goes the extra mile to satisfy customer needs and expectations.</li> <li>▪ Other: _____</li> </ul> <p><b>H. LEADERSHIP RESPONSIBILITIES</b></p> <ul style="list-style-type: none"> <li>▪ Clearly communicates the mission and goals of the organization to staff.</li> <li>▪ Provides regular, ongoing feedback to staff.</li> <li>▪ Facilitates, coaches, and supports staff's efforts to succeed.</li> <li>▪ Provides meaningful recognition of staff success.</li> <li>▪ Supports diversity in the workplace.</li> <li>▪ Sets clear direction and follow through.</li> <li>▪ Makes effective employee selection and promotion decisions.</li> <li>▪ Other: _____</li> </ul> <p><b>I. SPECIAL PROJECTS / OTHER</b></p> |
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Supervisor Initial \_\_\_\_\_

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

**BATES TECHNICAL COLLEGE**  
**Facilities & Operations Employee Evaluation**

*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:<br><br><input type="checkbox"/> Annual Review<br><input type="checkbox"/> Probationary Review<br><input type="checkbox"/> Other  | Employee's Name: (Last, First, MI)<br><br>Job Classification: | Department:<br><br>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  |   |                                      |
| Use additional sheets if needed.   |   |                                      |
| <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.   |   |                                      |
| Use additional sheets if needed.   |   |                                      |
| <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. |   |                                      |
| Use additional sheets if needed.   |   |                                      |
| <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.   |   |                                      |