AGREEMENT
BETWEEN
BATES TECHNICAL COLLEGE
AND
BATES PROFESSIONAL TECHNICAL EMPLOYEES

July 1, 2012 – June 30, 2015
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MEMORANDUM OF AGREEMENT

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

Negotiators for Bates Technical College:

Patrick Brown

Ivan Gorne

John Ginther

Cheri Loiland

Negotiators for the Bates Professional Technical Employees:

Kevin Loveland

Lynn Macdonald

Michelle McElvain

Becky Welch

Date: December 5, 2012
ARTICLE I  
DEFINITIONS AND RECOGNITION  

SECTION 1. Definitions  

1.1 Trustees: Board of Trustees of Bates Technical College.  

1.2 College: College: Bates Technical College, District No. 28  

1.3 Employee: Any employee of the College covered by this Agreement.  

1.4 College President: President of Bates Technical College.  

1.5 Association: Bates Professional Technical Employees (PTE).  

1.6 Regular Employee  

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

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

1.6.1 Special Funded Employee  

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

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

1.6.2 A Temporary Hourly Employee is defined as:
a. An individual employed to fill in for a regular employee who is either on a short or long term absence;

b. An individual employed on an hourly or on-call basis to fill in during a workload peak when there is a need to perform work for not more than twelve (12) continuous months in the same position or department;

c. An individual employed in a temporary special funded position; or

d. An individual temporarily employed in a vacant/open position.

**Temporary Hourly Guidelines**

a. Temporary employees must meet the minimum requirements for the position, and will be placed on the salary scale at step A of the appropriate pay level for the duties for which they are hired.

b. Temporary employees may be eligible for statutory benefits, which include health, retirement and sick leave benefits.

c. Temporary hourly employees may be terminated with notice from the Vice President of Human Resources/designee.

d. Temporary hourly employees will be eligible to apply as external candidates for PTE positions.

e. If a temporary hourly position should become eligible for an ongoing full time position, the position will be posted pursuant to section 22.

f. In such cases that the temporary hourly position continues beyond thirty (30) days, Administration will discuss the circumstances with the Association at a labor-management meeting.

1.6.3 Full benefits:
HCA benefit package, retirement as provided for in statute, leaves, and other benefits as provided by the college and defined in the CBA.

1.6.4 Statutory benefits:

Retirement as provided for in statute, sick leave and HCA benefit package as defined per qualifications or eligibility as outlined by the College or benefit provider.

1.7 Year of Service: 115 or more days of pay during the fiscal year, July 1 – June 30, including days of leave with pay.

1.8 Seniority for personnel employed by Bates Technical College prior to September 1, 1991 shall be the total of years recognized by the Tacoma School District and the total number of years of Bates Technical College employment.

1.8.1 Personnel employed by the College after September 1, 1991 shall accrue seniority based upon the total number of years of Bates Technical College employment.

1.9 Days shall mean work days according to the appropriate PTE calendar.

1.10 A workweek is defined as a consecutive seven day period from Sunday through Saturday.

1.11 Operating funds are state allocated funds, local dedicated and local general funds.

SECTION 2. Recognition and Unit Designation

2.1 Recognition: The Employer recognizes that the Association is the exclusive representative of all employees in the bargaining unit.

2.2 Bargaining Unit: The bargaining unit to which this Agreement is applicable is composed of all full-time and regular part-time employees and temporary/hourly employees who have worked forty-three (43) days in the previous twelve (12) months and have the reasonable expectation of repeated similar work on an on-going basis.

2.3 Temporary hourly employees meeting the conditions in 2.2 will have rights afforded to them in the following sections:

Section 1-Definitions
Section 2-Recognition/Unit Designation
Section 3-Bargaining Unit Rights
Section 9-Comparable Worth
Section 12-Work Day
Section 15-Insurance Benefits
2.4 The parties agree to the following exempt positions:

Executive Assistant to the President
Executive Assistant to the Vice President of Instruction
Executive Assistant to the Vice President of Administrative Services
Executive Assistant to the Vice President of Human Resources
Executive Assistant to the Vice President of Student Services

2.4.1 Any disagreement between the College and the Association regarding positions appropriate to the bargaining units will be resolved in accordance with RCW 41.56.

2.5 Duties presently performed by bargaining unit members shall not be assigned permanently to any other bargaining unit, outside agencies, or individuals without providing the Association notice of the proposed assignment, and an opportunity to bargain its impact.

2.6 Nothing in this language shall preclude the occasional employment of consultants or contractors as historically utilized by the College or prohibit work presently performed by other bargaining units.

2.7 When an employee is transferred or promoted from a non-exempt Professional Technical Employee position to one which is exempt, said employee may be transferred or promoted back to a non-exempt Professional Technical Employee position. Said employee retains all rights, such as sick leave, seniority, layoff, etc., earned as an employee in the non-exempt and exempt position.

ARTICLE II
BARGAINING UNIT RIGHTS

SECTION 3. Bargaining Unit

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

3.2 The Human Resources Department, in cooperation with the Association,
will make the determination to provide or not provide substitute(s).

3.3 Requests for such leave shall be made through the appropriate administrator and to the Vice President of Human Resources/designee in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates RCW 41.56. Disputes as to the legality of any application of this provision shall be referred to the Public Employment Relations Commission for determination and shall not be processed as grievances under the arbitration provisions of this Agreement.

3.4 Upon written authorization, the College agrees to deduct membership dues from payrolls and forward said dues promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association. Cancellation of dues must be received in the finance office directly from the officers of the Association. The College shall provide for automatic reinstatement of deduction for Association dues for employees returning from leave unless canceled, through written notice by the Association.

3.5 Building Use

The Association may use College facilities for meetings and to transact official business on college property at all reasonable times as long as the meeting shall not interfere with normal operation and is consistent with applicable law.

3.6 Mail Box / Email Use

To assist in its representational functions and consistent with applicable law and College Policies and Procedures, the Association may use employee mail boxes for distribution of Association materials and College email for communications with members without censorship of contents.

3.7 Facilities and Equipment Use

The Association shall have the right to use College facilities and equipment when they are not otherwise in use and when such usage would not interrupt routine College operation. This shall include meeting and assembly rooms, computers, audio-visual equipment, copiers and so forth, subject to standard College fees and conditions. The Association agrees to reimburse the College for the actual cost of incidental materials and supplies used by the Association.

3.8 Indoor Air Quality
Employee concerns shall be directed through the Labor/Management process.

SECTION 4. Representation Fee

4.1 No employee will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will have deducted from their salaries a representation fee. Employees who when hired are anticipated to work in the same position for at least six (6) continuous months shall have the appropriate Association dues or representation fee deducted from their salaries. Temporary hourly employees who work six (6) continuous months shall have Association dues or representation fees deducted at the next pay period following completion of their sixth month of employment.

4.2 The College is authorized to deduct the required amount from each paycheck. The amount of the Association dues or representation fee will be determined by the Association and communicated to the Finance Office in writing. The representation fee shall be an amount less than the regular dues for the Association 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 association for fulfilling its legal obligation to represent all members of the bargaining unit.

4.3 In the event that the representation fee is regarded by an employee as a violation of the right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.56.122 and the appropriate WAC.

4.4 The Association agrees to defend, indemnify, and hold the College Harmless (suits by the College excepted) against any and all claims, suits, orders, or judgments brought or issued against the College pursuant to proper implementation of this section contingent upon the College’s agreement that the Association shall be authorized to defend such suit through an attorney of the Association’s own choosing.

ARTICLE III
GENERAL CONTRACT PROVISIONS

SECTION 5. Grievance Procedure

5.1 Definitions

5.1.1 A grievance is a claim based upon an alleged violation of this Agreement, written College policies, regulations and rules adopted
by the Trustees or unfair and inequitable treatment of an employee by an administrator/supervisor.

5.1.2

5.2 General Provisions

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

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

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

5.3 Representation

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

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

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

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

5.3.5 A grievance may be lodged by the Association.

5.3.6 The college agrees to furnish the Association upon request of a
designated representative such information which may be necessary to process any grievance or complaint.

5.4 **Timelines**

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

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

5.4.3 If a formal grievance is not filed within fifty (50) days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.

5.5 **Procedure**

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

5.5.2 LEVEL II: In the event the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate supervisor. Within five (5) days after the written grievance is presented, the supervisor shall render a decision thereon, in writing, and present it to the grievant.

5.5.3 LEVEL III: If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) days after the presentation of the grievance, the employee may file the grievance in writing on the grievance form with the College President, with a copy to the immediate supervisor and to the designated Association representative. The President or designated representative(s) shall represent the administration at this level of the grievance procedure.

5.5.4 When a grievance hearing is held at Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grievant or the College.
5.5.5 Within five (5) days after receiving the written grievance, the College President or designated representative(s) shall meet with the aggrieved in an effort to resolve the grievance.

5.5.6 The decision shall be in writing and delivered to the aggrieved employee and a copy shall be delivered to the designated Association representative.

5.5.7 If the aggrieved is not satisfied with the disposition of the grievance at Level III or if no decision is made within five (5) days, the grievant may request in writing to the Association, with a copy to the College President, that the grievance be submitted to Level IV or Level V. Such request must be made within five (5) days after the meeting with the College President or designee.

5.6 Level IV: Optional Mediation

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

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

   b. The parties shall mutually request a list of mediators from either the Federal Mediation and Conciliation Service or American Arbitration Association (AAA) and select a mediator pursuant to the procedures set forth in sections 5.7.3 or 5.7.4, or an otherwise mutually agreed upon mediator.

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

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

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

   f. In the event that a grievance, which has been mediated, is appealed to arbitration the mediator may not serve as arbitrator. No reference shall be made in the arbitration hearing to the mediation conference and nothing said or done by the mediator
or the parties beyond the scope of the facts of the grievance may be entered into evidence at the arbitration hearing.

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

5.7 **Level V: Arbitration**

5.7.1 If the aggrieved is not satisfied with the disposition of the grievance at Level III or Level IV the grievant may, within five (5) days after the decision is rendered, request in writing to the Association with a copy to the College President, that the grievance be submitted to arbitration.

5.7.2 The Association may, within ten (10) days after the receipt of the request, submit the grievance to arbitration by notifying the College President in writing.

5.7.3 The Association may request a list of arbitrators from the Federal Mediation and Conciliation Service. The College and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.

5.7.4 As an alternative, the Association may submit the grievance to the AAA. If the AAA is used the parties will be bound by the voluntary rules and procedures of the AAA for the selection of the arbitrator.

5.7.5 The arbitrator shall confer promptly with the representatives of the College and Association. Then the arbitrator shall review the record of prior meetings and hold such further hearings as deemed necessary.

5.7.6 The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.

5.7.7 The arbitrator’s findings shall be submitted in writing as soon as possible to the College and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted.
The arbitrator’s decision shall be consistent with existing statutes and shall be binding on both parties.

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

5.7.9 Fees which are charged by an arbitrator for canceling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the College and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

SECTION 6. Bargaining Procedures

6.1 Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party, provided the first meeting shall be held within ten (10) days after a request by either party.

6.2 Up to five (5) negotiators on the Association team will be released from work to negotiate without loss of pay when day sessions are scheduled. Substitutes will be provided by the College as needed.

SECTION 7. Equitable Treatment

7.1 The College will not illegally discriminate in applying the provisions of this Agreement.

7.2 The Trustees agree that the College will not discriminate against employees because of their membership or non-membership in employee organizations.

SECTION 8. Harassment-Free Workplace

8.1 The parties agree that they will not engage in any act, practice, or pursue any policy which results directly or indirectly in coercion or discrimination on the basis of race, creed, color, national or ethnic origin, gender, marital status, sexual orientation, age, religion, status as a veteran, presence of any mental or physical disability, or political affiliation. Conduct, which creates a hostile environment based on such discrimination, will not be tolerated.

8.2 Timely resolution of a situation perceived to be in violation of section 8.1 is mutually desirable. Employees are encouraged to report behavior
deemed to be inappropriate to their supervisor who shall take immediate steps to resolve the situation. The supervisor or employee may make a report to the next supervisory level. Employees may also bring their concern or file a complaint in accordance with College policy, directly to the Vice President of Human Resources/designee, and/or file a grievance in accordance with the Grievance Procedure.

8.3 If the grievance procedure is used and the employee is not satisfied with the resolution of the grievance at level III, the employee may elect to resolve the grievance through mediation or arbitration or seek a remedy through another legal course. If the election is to pursue another legal course, then the employee waives the right to mediation or arbitration.

SECTION 9. Comparable Worth

9.1 The College and the Association will share information on the comparable worth concept as it becomes available.

ARTICLE IV
SALARY, HOURS AND BENEFITS

SECTION 10. Salary and Classification

10.1 The salary schedules are appended as Appendix A and by this reference fully incorporated herein. Temporary hourly employees will be placed on the salary scale at step A of the appropriate pay level for the position for which they are hired.

10.1.1 New employees will generally start on the first step of the appropriate salary range. An employee may be placed at a higher step, at the discretion of the Vice President of Human Resources/designee, for reasons including, but not limited to:

- Difficulty with recruitment and/or retention of qualified employees
- The employee’s current salary is at or higher than the first step
- The employee’s education and experience warrant a higher salary
- Accommodating the expense of relocation or unreasonable commute conditions

Human Resources will consult with the local union president before placing an employee on the salary scale above Level C.

10.2 The salary schedule for twelve (12) month employees is effective July 1, annually unless set at a different date by the State.
10.3 Employees whose classifications are changed at the end of a school year are given their service increment and then placed on the corresponding step of the new classification.

10.4 Effective on the 21st consecutive day of temporary reassignment, the employee reassigned will be compensated at the employee’s regular step at the higher classification retroactive to the first day of such assignment. No adjustment in salary will be made for temporary reassignments of less than twenty (20) consecutive days or for temporary reassignment when an employee is on normal vacation.

11.4.1 When additional duties are assigned on a temporary basis, due to an extended leave or vacancy, Human Resources will evaluate the tasks to determine if a temporary salary increase is warranted utilizing the informal evaluation as outlined in section 22.

10.5 For the 2012-13 fiscal year, PTE’s hired after ratification will be placed on the new salary schedule. All other PTE’s will remain at their current salary for the remainder of the fiscal year. Effective July 1, 2013, all PTE’s level “C” or higher will receive a salary adjustment to their concurrent step on the new salary schedule. In the event the new schedule is lower than the PTE’s current salary, the PTE will not see a change in their salary until they have earned an advancement step. PTE’s at levels “A” and “B” will receive an advancement step provided they have no less than 115 paid days between July 1, 2012 and June 30, 2013. During fiscal year 2014-15, all PTE’s below level “H” will receive an advancement step provided they have no less than 115 paid days between July 1, 2013 and June 30, 2014. Advancement steps may be earned as appropriate during fiscal year 2014-15.

10.6 Effective July 1st of the year in which an employee has completed 15, 20, or 25 years of service with Bates Technical College will receive a longevity pay in accordance with Appendix A of the salary schedule. Tacoma School District employees who transitioned when Bates Technical College was established in 1991 will include their School District years of service in the calculation above.

10.7 Experience steps and professional development stipends, as provided for in section 13, shall be effective on July 1 of each year unless the State specifically freezes classified wages.

10.8 A former employee who returns to the employ of the College within five (5) years of date of termination may be reappointed on the same step of the salary schedule, but not necessarily at the same classification, to which said employee was entitled at the time of resignation. A former employee
whose absence exceeds five (5) years will be reappointed on the same basis as prevails for original employment.

10.9 Overtime work is any required work beyond forty (40) hours worked per week, except for work schedule changes pursuant to section 12.1, and will be paid at the time-and-one-half rate for the hours worked. Overtime work required on Sundays, or when recalled while on an authorized vacation will be paid at the double time rate for the hours worked.

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

10.9.2 An employee who is required to work overtime by his/her supervisor shall be compensated with pay or compensatory time. The employee may choose the type of compensation. If compensatory time balance is not used by the employee it will be paid by the College the following available pay period.

10.9.3 When called back to work, an employee shall be entitled to a minimum of two (2) hours pay at the appropriate overtime rate.

10.9.4 An employee who is called at home outside of his or her regular hours for authorized work-related business shall be paid at the overtime rate of pay for the number of minutes rounded up to a quarter hour; that is, a five-minute call shall be paid for 15 minutes, a 16-minute call shall be paid for 30 minutes, a 44-minute call will be paid for 45 minutes, etc. A telephone call to request an employee to return to work is not eligible for said overtime pay.

10.9.5 A long-distance telephone call made by an employee who responds to an authorized College request will be paid by the College.

10.9.6 In the event an employee in a department is absent for an extended period of time, the supervisor will endeavor to ensure an equitable distribution of said employee’s workload among remaining staff. If the absence impacts an individual employee as determined by the employee, the employee has the option to
request overtime pay (time and one-half), for work beyond their normal workday, with the approval of the employee’s supervisor. The overtime rate (time and one-half) for work beyond the normal shift shall be at the employee’s normal rate of pay or the rate of the absent employee, whichever rate is higher.

If the “remaining” employee is required to work additional hours in order to complete her/his regular work assignments, compensation will be in accordance with the provision of this section.

10.10 Hours worked on a holiday will be paid at double time in addition to receiving holiday pay. Hours worked on the holiday do not count toward overtime during the week it occurs.

10.11 Paychecks – All employees are paid on the tenth and twenty-fifth days of the month.

10.11.1 Deduction of salary from absences not covered by paid leave or vacation is based on the number of days in the fiscal year plus days allowed for vacation.

10.11.2 Daily or hourly rates of pay are based on the position’s annual salary divided by the number of days or hours in the contract year (2080 hours or 260 days) inclusive of paid holidays and vacation.

10.11.3 The overtime pay rate for Professional-Technical employees shall be based on an employee’s annual salary divided by the number of days (225) and calculated at the overtime rate of pay.

10.11.4 An employee who works less than the authorized schedule may have a final salary adjustment upward or downward. The installments are based on the actual number of hours worked plus hours of absence covered under “Leaves of Absence With Pay.” This total is multiplied by the hourly rate to determine the total salary which an employee has earned for the fiscal year. The difference between the latter sum and the total of salary installments paid to date or scheduled to be paid will determine the amount of the salary adjustment.

10.12 The college will pay legislative mandated Cost of Living Adjustment (COLAs) on the first payroll following the effective date set by the legislature. In the event of a delay in COLA increases from the time set by the legislature, the Vice President of Human Resources/designee will
notify the President of the Union as to why and when the expected payment will occur. COLAs will be paid retroactively to the effective date assigned by the legislature. This clause expires at the expiration date of this contract unless otherwise agreed upon in writing.

SECTION 11. Work Year

11.1 The work year for regular full-time employees will be 225 days, 13 holidays, and 22 days of paid vacation (except as modified below), other regular days, if any, may be scheduled for work by the College at its discretion, provided that an employee will be compensated for each regular day in excess of 225.

Any regular full-time employees who were employed effective July 1, 2008 shall have 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

Any regular full-time employees who were employed from September 1, 1993 to June 30, 2008 shall have vacation as follows:

There are 22 days of paid vacation (except as modified below), other regular day(s), if any, may be scheduled for work by the College at its discretion, provided that an employee will be compensated for each regular day in excess of 225.

Any regular full-time employees who were employed prior to September 1, 1993, shall have vacation as follows:

- Beginning with the 9th year: 23 days
- Beginning with the 13th year: 24 days
- Beginning with the 17th year: 25 days

11.2 A paid holiday will not be counted as a vacation day.
11.2.1 All employees shall receive the following holidays which fall within their scheduled work year:

- Independence Day
- *Labor Day*
- Veterans’ 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
- Presidents’ Day
- *Friday of Spring Break*
- Memorial Day

* Employees whose scheduled work year is based on the 214-day faculty calendar shall not receive pay for these holidays nor any other holiday that may fall outside the 214-day faculty calendar.

11.3 A prorated vacation will be allowed a twelve (12)-month employee who resigns or who works less than the scheduled work year. Days worked and days of paid leave shall be counted in computing prorated vacations.

11.4 The College will prepare an annual work schedule which shows working days, holidays, and other related information. A prorated vacation is allowed full-year employees with less than twelve (12) months service, and full-year employees working less than forty (40) hours per week.

11.5 All vacation schedules will be approved by the immediate supervisor subject to the needs of the College. If denied the supervisor will provide rationale.

11.6 Accrued vacation that is not used by June 30 in the year in which it was accrued may be carried over to the following year beginning July 1. The maximum deferred and accrued leave carried over on July 1 of any given year will be 37 days. Accrued vacation that will total in excess of the maximum amount of days for the current fiscal year on July 1 must be taken prior to June 30 of that fiscal year or it will be lost.

11.7 A twelve (12)-month employee may take up to thirty (30) consecutive vacation days when approved by the administrator of the particular division or immediate supervisor.

11.8 Employees whose employment is terminated by their death, reduction-in-force, resignation, dismissal, or retirement, and who have accrued vacation leave not to exceed thirty (30) days as specified in RCW 43.01.040 shall be paid therefore under their contract of employment. Accrued vacation not to exceed thirty (30) days will be paid to the estate if they are deceased or to the employee in the case of voluntary resignation if adequate notice of termination has been supplied. Annual leave accumulation under RCW
43.01.044 is not to be included in the computation of retirement benefits, except for those employees covered by Plan 1 of the Public Employees’ Retirement System.

11.8.1 Cafeteria cashiers do not receive paid vacations.

SECTION 12. Work Day

12.1 The regular workday of Professional-Technical employees is established as eight (8) hours exclusive of the time allowed for lunch, between the hours of 7:00am through 5:00pm, Monday through Friday. An employee may change his/her regular work schedule when approved by the immediate supervisor. If an employee chooses to change hours, shift pay will not be paid. An employee may request to work four (4), ten (10) hour days with supervisor approval and would not be awarded shift pay. Said change in the regular work schedule must be requested at least five (5) working days prior to the effective date.

12.2 Employees are allowed a fifteen (15)-minute duty free break for each four (4) hours of work in the morning and in the afternoon, however, breaks cannot be combined with meal periods. The employee may change his/her regular break schedule with the supervisor’s approval.

12.3 An employee may take a one-half hour lunch or a one-hour lunch if approved by the appropriate administrator, provided that the required number of hours work is fulfilled.

12.4 The college will support opportunities for tele-working including flexible hours and alternate work sites appropriate for an employee’s job duties and responsibilities. Employee may request such opportunities subject to supervisor’s approval and college policy and procedures.

12.5 Work day schedules may be changed during any given work week for absence due to inclement weather, natural disasters, or emergencies, or for routine medical, dental and legal appointments. Prior approval must be received by the immediate supervisor. The rescheduled hours will be made up at the employee’s regular rate of pay.

12.6 The College will not require an employee to work in excess of twelve (12) hours in a calendar day, unless mutually agreed upon by supervisor and employee.

12.7 SHIFT PAY- employees regularly assigned between the hours of 5:00pm and 6:00am will be paid a premium of sixty cents ($.60) per hour for the hours worked. The hours worked will be considered to be worked on the day the shift begins. Employees who are required to work four (4), ten
(10) hour days and who are regularly assigned to work a shift shall continue to receive shift pay. An employee will be paid shift pay only for hours worked. Leaves with pay, holidays and vacation are based upon the employee’s regular rate of pay.

12.7.1 Any employee on a shift who works overtime shall receive overtime pay based on the appropriate rate of pay.

12.8 Employees are expected to be familiar with and comply with all published College policies. Current policies may be accessed on the college website or are available in Human Resources.

12.9 As a condition of employment, employees are required to successfully pass a criminal history background check in accordance with College policy and/or relevant statutes.

SECTION 13. Professional Development

13.1 There will be a thirty thousand dollar ($30,000) professional development fund available each fiscal year. Each PTE is eligible for up to two training stipends each fiscal year. Stipends are awarded on a first-come, first-served basis.

13.2 A professional development stipend may be earned for approved successfully completed job-embedded training equivalent to a 5-credit class (under a quarter system), or equivalent, or 50 clock hours of training. Training may be combined within a two-year period to earn a stipend. Employees who are approved to attend activities during their normal work hours shall receive release time, and shall not submit for vacation leave for the same period. Professional development activities shall enhance the employee’s value and effectiveness to the organization and must be approved in advance by the employee’s supervisor and Human Resources in order to qualify for the professional development stipend. Employees are encouraged to discuss their professional development goals with their supervisor at least annually. Hours claimed for individual course(s) may only be claimed once. Designated courses and activities offered by the College will be pre-approved.

Regular or special funded employees who work nineteen (19) hours or more per week are eligible for training increments that are associated with professional development.

13.2.1 In addition, the College will also schedule a professional development day as per the negotiated calendar. Employees are encouraged to attend. Employees may not submit for vacation leave to attend the professional development day.
PTEs must complete a Professional Development Pre-Approval Form and PTE Professional Development Stipend Request Form (Appendix A). The pre-approval form must include a description of the course and how it will contribute to the professional development of the employee. The pre-approval form must be signed by the employee, supervisor, and Human Resources. The PTE Professional Development Stipend Request Form will be submitted when applying for a professional development stipend. PTEs must attach supporting documentation from any courses which, when combined, equal one unit as defined above, and must be signed by the employee and Human Resources. Credit for partial attendance is allowable.

13.3.1 Within 10 days of receipt of a completed PTE Professional Development Stipend Request Form and related documents, Human Resources will process the paperwork and submit to Payroll. The PTE will receive their stipend within two pay periods from the time Payroll received the approval.

If the request for professional development is denied by either the supervisor or Human Resources, the employee may file an appeal in accordance with section 22.4/22.5.

The Association shall appoint five (5) representatives to assist in the planning of Staff Development courses or activities. Human Resources shall develop and maintain procedures to facilitate professional development activities.


14.1 If the employee chooses not to report for work because of inclement weather when the College is open, the employee may use appropriate makeup time, which shall consist of accrued compensation time, vacation, personal leave, or absence without pay.

14.2 When the College is closed by declaration of the President/designee for no more than two (2) consecutive days, employees in work status, in coordination with the supervisor, shall be placed on home assignment.

14.2.1 If the College is closed for more than two (2) consecutive days, after the second day employees shall use appropriate makeup time which is defined in 15.1 or rescheduled work hours (at regular pay) when coordinated with and approved by the immediate supervisor.

SECTION 15. Insurance Benefits
15.1 Health insurance benefits shall be offered to the employees through the Public Employees Benefit Board (PEBB).

15.2 An employee is eligible for full insurance benefits if the employee’s working assignment is at least half time or more and meets the qualifications for eligibility as outlined by the College, the Health Care Authority (HCA), Department of Retirement Systems (DRS) and CBA.

15.3 Procedures and guidelines for insurance benefits are available through the Human Resources Department.

SECTION 16. Travel Allowance

16.1 Employees approved by the College President or designee to use their private automobile to travel on college business or college-related functions, as approved by the immediate administrator, shall be compensated at the O.F.M. established rate.

16.2 Travel between home and the permanently assigned workplace is the financial responsibility of the traveler and will not be reimbursed by the college (see www.ofm.wa.gov).

SECTION 17. Staff Safety and Personal Property

17.1 The College will take prudent and reasonable measures to provide a safe environment for employees, students and visitors.

17.2 The College will provide a variety of options for secure storage of personal property (e.g. purse, wallet, keys, checkbook) while employees are on college property.

17.3 The College shall encourage employees to contact Campus Public Safety (CPS) to file a report when an incident concerning the employee’s vehicle and/or other personal property occurs on college property. A copy of such report shall be provided to the employee to be included when/if a claim is filed. If CPS is not available, the employee should contact emergency services, as appropriate.

17.4 The Employer will not require an employee to use their personal vehicle for College purposes, unless required by the employee’s job description. If an employee chooses to use their personal vehicle for College business, it is their responsibility to carry liability insurance. The College is not obligated to provide insurance for the employee’s vehicle.

17.5 The College shall direct employees to follow the Washington State Tort claims process as established by RCW 4.92. Tort claim forms shall be
available in the College Finance Department. Employees should file necessary forms with the Washington State Risk Management office.

ARTICLE V
GENERAL CONDITIONS

SECTION 18. Job Description

18.1 A file of current and up-to-date job descriptions for this bargaining unit shall be available to employees and the President of the Association for their review upon request.

18.2 Whenever the Human Resources Department revises a job description, a copy will be provided to the Association and the affected employee(s).

18.3 A job description will be made available to any employee who applies for a bargaining unit vacancy.

SECTION 19. Cause

19.1 An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for cause. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand or suspension as appropriate to the infraction. The employee will receive a copy of any written reprimand.

19.2 An employee shall be entitled to have a representative of the Association present during any disciplinary action, except for verbal warnings. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. If representation is not available the meeting will be rescheduled to a mutually agreeable time, but not later than (5) five days.

19.3 An employee shall be entitled to have a representative of the Association present during any hearing conducted by the administration or the Board.

19.4 The parties agree to follow specific protocol during the disciplinary process of PTE members who may be facing termination as the result of allegations of improper conduct. The professional business agent (UniServ Council Representative) will be directly involved in all discussions related to termination or resignation in lieu of termination, as well as any and all discussions regarding settlement agreements. Employees will have two (2) days to accept or reject a settlement offer. If the UniServ Representative is not available during this process, employees may be put on leave without pay pending availability of the Uniserv Representative. In the event
employees are reinstated, they will receive retroactive pay for the unpaid leave period.

19.5 Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

SECTION 20. Evaluation

20.1 New employees shall be evaluated pursuant to section 26.

20.2 The Part III Future Training and Development Opportunities section shall not be used as part of the evaluation of the employee’s job performance.

20.3 The employee may receive the Evaluation Form at a pre-evaluation conference with their supervisor, which should be held on or before February 1st. The purpose of the conference is to acquaint the employee with the process to be followed and to answer questions pertaining to the format and forms used for evaluation.

20.4 In the event that a supervisor anticipates rating an employee below satisfactory in any category the supervisor must have a pre-evaluation conference on or before February 1st. The supervisor shall provide the employee an opportunity to discuss performance, provide suggestions for improvements and mutually determine a date for the evaluation conference. The employee shall be given a minimum of thirty (30) days to make improvements.

20.5 Evaluations shall be completed no later than April 1st annually. The supervisor shall meet with the employee to discuss the evaluation and review the current job description. The employee will bring the completed sections of the Self Assessment Form (Part I, II, III) to the evaluation meeting. The supervisor and employee will review the completed forms. Time will be provided for employee comments, and the parties will sign the original. Signature by the employee implies only that the employee has had an opportunity to see the evaluation.

20.6 If the supervisor does not meet the February 1st pre-evaluation deadline, the supervisor shall not give the employee a below satisfactory rating. If the supervisor fails to meet the April 1st deadline, the employee may submit the completed employee self-assessment form as the sole documentation pertinent to the employee’s annual evaluation.

20.7 All unsatisfactory observation-evaluation ratings shall be explained in writing by the supervisor. The explanation shall include specific recommendations for improvement including assistance to be provided by the supervisor and/or college.
The supervisor will give the employee his or her copy when the employee signs the evaluation form. The original copy of the Evaluation form shall be submitted to the Vice President of Human Resources/designee for review and placement in the employee’s personnel file.

An employee has the right to include a written statement or document(s) as addenda to the evaluation **on or before May 1st**. The employee may submit the addenda to the Vice President of Human Resources/designee. The addenda shall be attached to the evaluation form **and a copy provided to the employee’s supervisor**. The employee will note on the evaluation document whenever addenda are attached.

In the case of an unforeseen emergency situation, the timelines set forth herein, may be mutually extended.

**SECTION 21. Employee Files**

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

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

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

Working files maintained by supervisors are used to provide reminders, written material of matters related to employee supervision and evaluation notes are not considered, nor are they to be used for personnel files. The only official personnel file is kept by the Human Resources Department and shall contain a record of employment, assessments, and such other information required by business and legal purposes. Working files will be maintained confidentially.
21.5 When a supervisor becomes aware of information that could adversely affect an employee he/she will make every effort to communicate the information in a timely manner.

SECTION 22. Reclassification Procedure

22.1 Reclassification is defined as a change in the placement of a position on the Classification Matrix due to either new duties assigned by the supervisor or changes in percentage of duties resulting in a higher classification level. A reclassification will be considered when 51% or more of the permanently assigned duties are at a higher classification level. If an employee believes they may be eligible for a reclassification they may request an informal classification evaluation from Human Resources at any time. The results from the informal evaluation are to provide information for an employee to determine if they want to proceed with a formal reclassification request. The employee will be informed of the result within ten (10) days of request, unless the timeline is mutually extended by Association and Human Resources.

An informal evaluation may result in a temporary assignment of higher level duties or result in moving forward with the formal reclassification process. Retroactive pay for temporary assignment shall be for no more than thirty (30) days prior to the informal evaluation request. If there is no record of start date then an informal evaluation date stands.

22.2 An employee, supervisor and/or administrator may initiate the reclassification process by doing the following: 1) Obtain an informal evaluation. 2) Obtain the reclassification questionnaire and reclassification process from the Human Resources Department. 3) Complete all of the required information and send the completed packet to the Human Resources Department, who will date stamp it. 4) Human Resources will confirm receipt of the packet to the employee and the Bates PTE president. Within thirty (30) days of receipt of a reclassification request, the Vice President of Human Resources/designee will determine the appropriate classification. Comparable positions may be a factor in the determination. The employee and the Bates PTE President will receive the decision in writing which states the reason a reclassification request was approved or denied.

22.3 A desk audit may be conducted at the request of the Vice President of Human Resources/designee, supervisor or employee to obtain additional information regarding the work performed. The desk audit will be conducted by the Human Resources Department and will include a meeting with the employee to review the job description. The meeting may consist of an observation of the actual work performed, including a
review of examples of work products. A discussion may also occur with the immediate supervisor, or other employees in the affected employee’s chain of support.

22.4 If the employee disagrees with the decision made by the Vice President of Human Resources/designee, he/she may file an appeal within five (5) days to the standing Appeals Committee, which shall be comprised of three (3) union members appointed by the union president, and three (3) supervisors, appointed by the Vice President of Human Resources/designee. 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 Human Resources Department. If the committee cannot reach a decision by consensus, then it will be determined by the majority.

The Committee Chair will provide written notification and justification of the decision to the Vice President of Human Resources/designee within five (5) days of the meeting. The Vice President of Human Resources/designee will then provide written notification and justification to the employee of the Committee’s decision within five (5) days.

The goal of the College and the Association is to have the appeal process, after the decision by Human Resources, completed within twenty-five (25) days, unless mutually agreed upon by both parties.

22.5 If the union or the College is not satisfied with the decision rendered by the Appeals Committee, either party may submit the matter to Arbitration in accordance with Level V of the grievance procedure.

22.6 Approved reclasses will be effective July 1 of the new fiscal year. The reclassification will be retroactive to the date stamped on the reclass 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 2% increase to a maximum 5% increase over the employee’s existing salary amount.

22.6.1 When submitting a reclassification request, if a lower classification is determined the position will not be classified down as long as there is an incumbent in the position. However, the position would change to the lower level once it was vacated unless the job duties are changed.
22.7 **Supplemental Conditions:**

22.7.1 The addition of duties at the same classification level does not provide a basis for reclassification.

22.7.2 Employees who wish to address the volume of their workload may request a peer review as described in section 24.

22.7.3 Employees receiving a promotion (hired into a position with a higher salary level) or 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 five percent (5%) increase over the employee’s existing salary amount.

22.7.4 The College will not consider a reclassification as a compensation increase.

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

22.7.6 The College shall provide to the Association a copy of all Professional/Technical job descriptions and shall update as changes occur.

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

**SECTION 23. Position Openings**

23.1 All bargaining unit positions will first open to bargaining unit RIF’d employees in accordance with section 28. If there are no eligible RIF’d employees then the positions will be open to all permanent bargaining unit members for a minimum period of five (5) days. The position will be posted using E-mail to all College Campus locations. An employee interested in an advertised position must apply in accordance with the application instructions to the Human Resources Department within the published deadline.
23.2 Employees of the Bargaining Unit will be given first consideration for position openings for which they apply and qualify. Considerations shall include experience, adaptability and probability of success, and not be limited to length of service.

23.3 Human Resources shall screen for minimum qualifications and determine who will be interviewed.

23.4 The interview committee will select the best applicants, and shall make recommendations to the President/designee for final consideration for the position. An interview committee will consist of:

   a. the appropriate supervisor of the area,
   b. an administrative representative, as appropriate,
   c. a representative appointed by the Association,
   d. an additional PTE member selected by the supervisor that is from the department or has relevant expertise and
   e. a representative of the Human Resources Department.

23.5 Non-successful employee finalists shall be notified on the same day as the successful employee finalist. They may submit additional documentation to the Vice President of Human Resources/designee for further consideration. Any grievances regarding the selection must be made in writing within a five (5) day grace period following said notification. The successful applicant will not be placed in the new assignment until the five (5) day grace period has elapsed. If a grievance is filed, the successful applicant’s current position shall not be permanently filled until mutually agreed to by the Association and the College.

23.6 In the event of only one qualified internal applicant responding to a job posted by the College, Administration and the Association agree that no interview is required before placing the candidate into the new position. A skills test may be administered to determine qualifications. An applicant placed without an interview must have been in their current position for at least twelve (12) months and will not have had any disciplinary action or unsatisfactory ratings on their performance review in the last twelve (12) months. The College and the Association agree that the employee is subject to section 25.5 of the contract. This language places the employee on probation status in their new position as governed in section 28.

23.7 If there are no internal applicants or internal applicants are not successful; the College will open the position to its normal recruitment, advertisement
and interview process. Internal candidates may apply at this time, but will receive no special consideration.

23.8 If the College requires that an employee interview for an advertised vacant position during the employee’s work day, the employee shall not be required to use earned compensatory time or leave without pay, or receive a deduction in salary for time missed or any other applicable contractual benefits.

23.9 If a position is vacated by a probationary employee within the first sixty (60) days on the job, the Human Resource department shall first consult the RIF pool for potential candidates. In the event that no employee in the RIF pool meets the minimum qualifications for the vacated position, HR may proceed directly to the external candidate pool.

23.10 The College will notify the Association prior to the elimination of any bargaining unit position.

23.11 Hire Temporary Hourly employees in positions that are temporarily vacant, unless the skill level requires internal expertise and then duties may be reassigned or an employee may be temporarily reassigned.

23.12 The College may approve in-training appointments for employees under the following conditions:

   a. The College has recruited internally and there were no qualified applicants.

   b. The supervisor of the vacant position agrees to consider an in-training opportunity in lieu of external recruitment.

   c. Candidates must apply for a position that is advertised as an in-training, opportunity using the College’s normal application process, which may also include additional requirements. A supplemental process may be required. Although the in-training position may be filled at any level, the employee is expected to be able to demonstrate during the interview process their initiative and potential to excel at the higher level.

   d. Candidates must also agree to complete an appropriate professional development plan (PDP) that will enable them to meet the minimum qualifications for the position within a reasonable period of time, to be determined by the supervisor. The PDP may include, but is not limited to, additional education, training, certification(s), or on-the-job experience and training required to continue in the position.
The Vice President for Human Resources/designee shall approve all PDPs. Costs associated with the plan’s requirements outside of courses offered by Bates Technical College shall be borne by the employee.

e. The employee accepting an in-training appointment will be appointed to the new position at their current level and salary for a minimum of six (6) months. Employees will subsequently promote on the salary scale, in accordance with the approved plan.

f. Each phase of the in-training period must be successfully completed. The employee will be evaluated on their progress during each phase, using the approved evaluation form. The failure of the employee to complete any phase of the in-training plan will result in his/her removal from the position, and may include termination. Should this occur, the affected employee may apply for other open positions in the College for which they qualify.

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

h. Human Resources shall develop procedures to facilitate an in-training appointment.

SECTION 24. Peer Review

24.1 In the event that a PTE member has concern that the volume of the member’s workload is not manageable the member may request a peer review. Prior to requesting the Peer Review, the PTE member is expected to discuss the workload issues in detail with their immediate supervisor. If this meeting fails to address the workload concern, the employee may submit a Peer Review Form (Appendix A) to Human Resources. The employee requesting the Peer Review shall obtain a copy of their current job description, attach it to the Peer Review Form and then send the materials to Human Resources. If the employee cannot obtain access to the job description by contacting Human Resources they must note this on the request form.
24.2 Human Resources will schedule a meeting of the Peer Review Committee to occur within ten (10) days from receipt of the form, unless mutually agreed to extend. The Peer Review Committee shall consist of the involved employee, the immediate supervisor, a designee from HR, a PTE association representative, and at the request of the employee, another Association member with similar duties. The committee is to act as an intermediary agent to examine and problem solve workload concerns.

24.3 The process shall be one in which the member describes to the committee the specific nature of their workload concerns. Members of the committee may ask clarifying questions in order to obtain an understanding of the workload and workflow. As members of the committee decide they have sufficient information about the situation, they will begin to brainstorm solutions to the problem identified.

24.4 Within five (5) days of the meeting the Human Resources designee shall issue a report to the Peer Review Committee summarizing the recommendations resolving the workload issues. Administration will render a decision within ten (10) days of receipt of the report with the option of extending for up to twenty (20) days with mutual agreement between the Association and Administration. The decision will be communicated to all members of the Peer Review Committee.

SECTION 25. Transfers

25.1 The College may make or employees may request transfers when a different assignment appears both desirable and possible. Transfers will be made in the case of emergency, staffing needs, College needs or to prevent undue disruption of the program.

25.2 When the College transfers an employee, that employee shall be given reasons for the action in writing. Such a transfer will not be done arbitrarily or capriciously.

25.3 The College will endeavor to reassign an employee who has been transferred to a position of like classification.

25.4 An employee transferring to a new position shall receive an orientation to the new assignment. An employee required to perform new duties shall receive training pertaining to the added requirement.

25.5 When an employee is transferred to another position, the employee may serve a six (6) month transfer period. The College retains the right to transfer the employee on written notice during this period.
25.6 An employee may have their duties reassigned to help cover a temporary vacancy within the department if the vacancy is anticipated to be twenty (20) days or more.

25.7 In the case of a temporary vacancy of more than twenty (20) days, a supervisor is required to submit a temporary workflow plan to the Vice President of Human Resources/designee. If multiple PTEs are doing a higher level work which might qualify them for an increase in pay then Human Resources will evaluate the workflow plan for possible compensation.

SECTION 26. Probation

26.1 New Regular Employees:

26.1.1 An employee hired in a position, shall serve a minimum probationary period of three (3) months up to a maximum of six (6) months.

26.1.2 During the probationary period, monthly meetings will be conducted with the employee to review work performance. Any deficiencies in work performance will be provided to the employee in writing with an appropriate plan for improvement. The employee will have an opportunity to rectify the documented deficiencies.

26.1.3 A formal assessment and meeting will be given to the employee at least ten (10) days prior to the end of the probationary period.

26.1.4 Any recommendation for an extended probationary period will be made in writing by the supervisor to the Human Resources Office, with a copy to the employee. The probationary period may be extended upon approval by the Vice President of Human Resources/designee based on extenuating circumstances.

26.1.5 If an employee fails to satisfactorily correct deficiencies and is being recommended for termination said employee will be notified in writing prior to the recommendation being sent to the President. The recommendation will identify the reasons for termination. The probationary employee whose employment is not to be continued by the College will be notified by the President in writing at least ten (10) days prior to the date of termination. A probationary employee will not be terminated for arbitrary or capricious reasons.

26.2 Regular Employees:
26.2.1 A regular employee whose services are unsatisfactory may be placed on probation for a period of three (3) months. Any recommendation for an extended probationary period will be made in writing by the supervisor to the Human Resources Department, with a copy to the employee. The probationary period may be extended upon approval by the Vice President of Human Resources/designee based on extenuating circumstances.

26.2.2 The following procedures will be followed in the case of a regular employee whose job performance is unsatisfactory.

26.2.2.1 A personal meeting shall be held with the employee. The first meeting will be with the supervisor to whom the employee is directly responsible. The deficiencies will be reduced to writing with a copy to the employee. Later meetings may be with the Vice President of Human Resources, or designee, and, if necessary, with the College President. At the employee’s option, an Association representative may be present.

26.2.2.2 If, after the probationary period deficiencies have not been satisfactorily corrected, a recommendation for termination, in writing, shall be made by the supervisor to the Vice President of Human Resources/designee.

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

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

26.2.3 A regular employee hired into a new or vacant position within the bargaining unit shall serve a minimum probationary period of three (3) months up to a maximum of six (6) months.

SECTION 27. Resignation and Retirement

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

SECTION 28. Reduction-in-Force (RIF)

28.1 When the President deems it necessary to reduce the work force,
qualifications and seniority in the College will be considered. The College will adhere to seniority as nearly as possible. A reduction-in-force is the elimination of any position for any reason other than disciplinary action.

28.2 The College will notify the Association at least ten (10) days prior to the decision of the President and provide an opportunity to discuss alternatives.

28.3 An employee will be given written notice twenty (20) days prior to the effective date of the reduction-in-force. RIF rights are applied when an employee is given written notice. Employees may seek outplacement assistance through Human Resources.

28.4 **Rights of Employees under Reduction-In-Force (RIF)**

a. Any positions that are partially or fully funded by operating funds will be eligible for RIF rights immediately. All other positions will be eligible for rights under reduction-in-force after 18 consecutive months of regular employment.

If the funding source for an employee’s position is changed, by administration, from operating funds they will maintain their RIF rights.

b. An employee will be paid for accumulated vacation and compensatory time upon being RIF’d.

c. An employee who is reinstated pursuant to this section will retain seniority, service increments, and days of accumulated sick leave; provided, however, that the sick leave days have not been used while employed by another state agency.

d. Employees who are reduced-in-force will have preference for rehire over a new applicant for a period of two (2) years from the effective date of the reduction-in-force; however, any member who rejects a third offer of re-employment will lose all rehire rights. A RIF list will be created according to seniority within job levels. To be eligible for rehire, employees must meet minimum qualifications of the open positions. If two or more employees are equally qualified then seniority will be the deciding factor. Employees will serve a probationary period in accordance with section 25.1.
e. Employees are eligible for rehire only at the same or lower job level and full-time or part-time status from which they were RIF’d. Employees who wish to apply for jobs at a higher job level or time status must apply in accordance with section 23, and will be considered as external candidates.

28.5 RIF’d employees who are hired into a lower job level and who cannot be placed without a loss in salary will have their salary frozen. The frozen salary will be determined by using the salary the employee would have received as of July 1 of the next fiscal year. When the employee’s new position’s regular rate of pay equals or exceeds the frozen rate of pay, the employee will be placed on the regular salary schedule for the new position.

28.6 An employee shall have the right to return to his/her former position if reinstated during a period of two (2) years from the effective date of the RIF.

SECTION 29. Leaves

29.1 Statement of Cause of Absence – An employee claiming benefits of the leave provisions shall fill out the absence report forms upon return to work. Forms will be provided by the College for this purpose.

29.2 Medical Note – Employees returning to work after more than five (5) consecutive days of sick leave for a non-serious illness shall submit a medical note from a health care provider to their supervisor or to Human Resources. For serious illness, see section 29.16.

Leaves With Pay

29.3 Sick Leave – At the beginning of each fiscal year, 12-month employees will be credited with twelve (12) days of sick leave. Sick leave may be used for absences caused by illnesses, injury, and disabilities, caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof. Sick leave shall apply to personal or family illness including, but not limited to, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof, injury and emergencies. 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.

29.3.1 In addition, sick leave shall apply to emergencies.
29.3.2 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 not minor or of mere convenience, but of a serious nature.

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

f. Weather conditions shall not be considered an emergency.

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

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

29.3.3 Sick leave allowance for part-time employees or employees who work only part of the fiscal year shall be prorated. The unused portion of such allowance shall accumulate from year to year in accordance with current State law.

29.3.4 Employees who resign from the College and are subsequently re-employed by the College shall retain the number of days of accumulated sick leave held at the time of resignation from the College provided that they have not been used while employed by another public agency.

29.3.4 Employees who are unable to report for work at the beginning of the school year shall be paid their regular salary until all accumulated sick leave is exhausted.

29.3.5 Supplemental Condition for Sick Leave Buyback:

29.3.5.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day’s monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every
one (1) day’s monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month. At the time of separation from College employment due to retirement or death an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) day’s current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

29.3.6 Shared Leave

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

29.3.7 Recipient Eligibility

Any employee shall be eligible to receive shared leave under the following conditions and with the approval of the Vice President of Human Resources/designee.

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

b. The employee is not eligible for time loss compensation under Chapter 51.32 RCW (Workers Compensation).

c. The employee’s use of sick leave has conformed to the Collective Bargaining Agreement.

d. The employee has exhausted, or will exhaust his or her sick leave and/or annual leave.

e. The employee’s absence and use of shared leave shall be in accordance with 29.3.6.

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

29.3.8 Documentation of Sick Leave/Annual Leave
An employee may donate sick leave/annual leave using the following criteria:

a. The employee must be in a job in which sick and/or annual leave is accrued.

b. The employee must have accrued more than sixty (60) days of sick leave or more than eighty (80) hours of annual leave.

c. Employees may not donate more than six (6) days of sick leave during any twelve (12)-month period.

d. Employees may not donate an amount of sick leave that will result in their sick leave account going below sixty (60) days or annual leave below eighty (80) hours.

e. All leave must be donated voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.

29.3.9 Documentation: (WAC 329-126-095)

The College shall require the employee or his or her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Further details and the appropriate forms may be requested from the Human Resources Department.

29.4 Bereavement Leave

29.4.1 The College will allow up to five (5) days of paid bereavement leave per occurrence in the event of a death in the family.

29.4.2 The College will allow a partial day to pay last respects to a close deceased friend, per occurrence.

29.4.3 Requests for extensions or exceptions to bereavement leave provisions may be granted in extraordinary circumstances by the Vice President of Human Resources/designee.
29.5 Family Illness Leave

29.5.1 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, mother, father, daughter, son or siblings. The employee shall certify to the circumstances of the illness upon return to work. Such leave is non-accumulative and is not to be taken from sick leave.

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

29.5.3 Requests for exceptions to family illness leave provisions may be granted in extraordinary circumstances by the Vice President of Human Resources/designee.

29.6 Personal Leave

29.6.1 Personal leave will be granted for up to four (4) days per fiscal year. Any regular employee who was employed prior to July 1, 2008 shall be granted up to six (6) days per fiscal year. Personal leave is accumulative to a total of six (6) days. The following conditions apply to Personal leave:

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

b. Leave may not be used during the first or last five (5) days of the student school year. Exceptions may be approved by the supervisor.

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

29.7 Military Service (National Guard/Reserve Duty) Leave

29.7.1 Any employee who is a member of the Washington National
Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each federal fiscal year, which is October through September.

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

29.8.2 When military leave is granted, the employee shall receive his or her regular pay from the College.

29.9 Jury Duty and Subpoena Leave

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

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

29.10 Professional Development Leave

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

**Leaves Without Pay**

29.11 Parental and Adoption Leave

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

29.11.2 When the leave commences, the employee will indicate to the Vice President of Human Resources/designee the length of time he or she anticipates being on leave. An employee shall not be required to leave work during pregnancy, but shall be allowed to
work as long as she is capable of performing the duties of her job.

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

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

29.12 Political Leave

29.12.1 Upon request employees may be granted political leave in accordance with the following provisions.

29.12.2 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.

29.12.3 If the employee is elected to the office the President may return the employee to the same or mutually agreed upon position until such time that employee’s elected term of office necessitates leaving assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with assignment.

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

29.12.5 At the conclusion of political leave, the employee will be given the same consideration for returning to the position of last assignment. Upon return from this type of leave, the employee may be returned to the same position. If political leave is extended beyond one (1) year, the person’s right to return to the original position cannot be guaranteed.
29.13 Military Service Leave (Active Duty)

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

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

29.14 Recuperation Leave

29.14.1 An employee may be granted recuperation leave at the request of the employee with the recommendation of the physician. Leave may be requested after three (3) years of service to the College and may not exceed one (1) year. Request must be for a specific period of time and include date of return to work. The employee will be entitled to the position of last assignment or one of equal status. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. If an employee wants a change of assignment, a written request must be submitted to the Vice President of Human Resources/designee at least twenty (20) days prior to return to work.

29.15 Educational Leave

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

29.16 Family and Medical Leave Act

An eligible employee is entitled to legislatively approved leave under FMLA and FML (RCW 49.78) as dictated by federal and state regulations. Procedures and guidelines for Family and Medical Leave are available through the Vice President of Human Resources or designee.

ARTICLE VI
FURTHER PROVISIONS

SECTION 30. AGREEMENT CLAUSE

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

SECTION 31. SAVINGS CLAUSE

31.1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and substituting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

31.2 If the College would be in violation of State law or would incur any penalty or decrease in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the College incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorated basis among all employees who received an increase in compensation under this collective bargaining agreement.

31.3 In the event the College receives a reduction in allocation of state funds for a fiscal year, the Association and the College agree to enter into impact bargaining within 30 days of notification.

SECTION 32. COPIES OF AGREEMENT CLAUSE

32.1 Copies of this Agreement shall be printed at the expense of the College. A copy of this Agreement will be provided to the Association and to each employee covered by this Agreement within thirty (30) days after
ratification and execution of this Agreement.

SECTION 33. AMENDMENTS AND RE-OPENER CLAUSE

33.1 This Agreement may be reopened for amendment only by the mutual consent of the parties of the Agreement.

33.2 The Parties may reopen mutually agreed upon sections annually as identified in the most recent open bargain, by May 1 of each year. Negotiations shall be concluded within forty (40) days after written notice. If no agreement is reached existing language shall prevail.

33.3 Parties further agree that the salary schedule (Appendix A) will be reopened annually with notification from the Association to the College by May 1 of each year.

SECTION 34. DURATION CLAUSE

34.1 This Agreement shall be effective as of July 1, 2012, and shall continue in full force until June 30, 2015.
Inclusions List

Bates Technical College Professional-Technical Employee Positions

Included in this bargaining unit are all PTE 1 - 5 positions, in Occupational Work Groups as defined below:

**Human Support Services** – Staff whose primary role is to provide general assistance, human, community or public relations services to internal or external College customers.

**Business Support Services** – Staff whose primary role is to provide business, financial or accounting services to internal or external College customers.

**Student Support Services** – Staff whose primary role is to provide support, registration, records maintenance and/or management services or classroom assistance to in-coming or existing students.

**Technical Support Services** – Staff whose primary role is to provide technical support and services to internal and external College customers.

**Administrative Support Services** – Staff whose primary role is to provide administrative, office or general support services and assistance to a supervisor, manager, or program.

Human Resources will provide to the Association a complete listing of all PTE positions and the incumbent on or about September 1 annually.
Salary Schedule

BATES TECHNICAL COLLEGE
Professional-Technical Employees
Salary Schedule
Effective 7/1/12

Professional Development Stipend: $500

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In accordance with section 13 of this contract, up to two professional development stipends of $500 each, per year, may be earned. Stipends will not be added to the employee’s base salary. No COLA will be applied to the stipend. Existing PTE’s who have earned training increments will continue to receive them as annual stipends decoupled from their base salary.

Longevity pay for years of service will be added to the base on July 1 upon completion of 15, 20 and 25 years of service in prior year, unless the state specifically freezes classified wages. No COLA will be applied to longevity pay.

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<td>25 Years of service</td>
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Temporary hourly employees will be placed on the salary schedule at Step A of the appropriate pay level for the position for which they are hired. Steps are awarded as outlined in section 10.5.
CALENDAR AND EVALUATION FORM
## 2012-2013 PTE Calendar

### July 2012

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#### Independence Day Holiday
- 4 July

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#### Labor Day Holiday
- 3 September

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#### Veteran's Day Holiday
- 12 November

### November 2012

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#### President's Day Holiday
- 18 February

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#### Memorial Day Holiday
- 27 May

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#### Friday of Spring Break
- 5 April

### April 2013

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#### Professional Development Day
- 15 March

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#### May Day Holiday
- 27 June

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### Holiday
- Independence Day
- Labor Day
- Veterans Day
- President’s Day
- Memorial Day
- Labor Day
- Independence Day

### Noted Event
- 1/2 Work Day
## 2012-2013 Cashier Calendar

### July 2012
- **12/5/12**
- **53**

### August 2012
- **4 Independence Day Holiday**
- **Non-Work Month**

### September 2012
- **3 Non-Work Day**

### October 2012
- **12 Veterans Day Holiday**
- **21 1/2 Work Day 1/2 Personal Day**
- **22-23 Thanksgiving Holiday**
- **20 1/2 Work Day 1/2 Personal Day**
- **24-25 Christmas Holiday**
- **26-27, 31 Non-Work Days**

### November 2012
- **1 New Year’s Holiday**
- **18 Presidents Day Holiday**

### December 2012
- **27 Memorial Day Holiday**

### January 2013
- **1 1/2 Work Day**
- **1-5 Spring Break**

### February 2013
- **18 Presidents Day Holiday**

### March 2013
- **1 New Year’s Holiday**
- **21 Martin Luther King Jr. Holiday**

### April 2013
- **1-5 Spring Break**

### May 2013
- **No Unusual Days**

### June 2013
- **No Unusual Days**

Unless otherwise noted, all Fridays are non-workdays.
## 2013-2014 PTE Calendar

<table>
<thead>
<tr>
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<td>22 23 24 25 26 27 28</td>
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**Legend:**
- **Holiday**
- **Noted Event**
2013-2014 Cashier Calendar

July 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28

August 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
1 2 3
4 5 6 7 8 9 10
11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

September 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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11 12 13 14 15 16 17
18 19 20 21 22 23 24
25 26 27 28 29 30 31

October 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

November 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
1 2 3 4 5
6 7 8 9 10 11 12
13 14 15 16 17 18 19
20 21 22 23 24 25 26
27 28 29 30

December 2013

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

January 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

February 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
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March 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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22 23 24 25 26 27 28
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April 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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May 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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June 2014

Sunday Monday Tuesday Wednesday Thursday Friday Saturday
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**Holiday**

**Non-Work Day**
2014-2015 PTE Calendar

July 2014

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July 2014

- 4 Independence Day Holiday
- August 2014
- No Unusual Days

September 2014

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September 2014

- 1 Labor Day Holiday
- 2 Staff Day
- October 2014
- No Unusual Days

October 2014

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October 2014

- 24-25 Christmas Holiday
- 26 Non-Work Day
- December 2014
- 31 New Year's Eve Holiday

November 2014

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November 2014

- 11 Veterans Day Holiday
- 27-28 Thanksgiving Holiday

December 2014

- 1 New Year's Holiday
- 19 Martin Luther King, Jr. Holiday

January 2015

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February 2015

- 16 Presidents Day Holiday
- March 2015
- 13 Professional Development Day

April 2015

- 3 Friday of Spring Break
- May 2015
- 25 Memorial Day Holiday

June 2015

- No Unusual Days

Legend:
- Holiday
- Noted Event
- Non-Work Day
### 2014-2015 Cashier Calendar

#### July 2014
- **4** Independence Day Holiday

#### August 2014
- **1** Labor Day Holiday

#### September 2014
- **11** Veterans Day Holiday
- **27-28** Thanksgiving Holiday

#### October 2014
- **24-25** Christmas Holiday
- **31** New Year’s Eve Holiday

#### November 2014
- **16** Presidents Day Holiday

#### December 2014
- **May 2015
- **25** Memorial Day Holiday

#### January 2015
- **1** New Year’s Holiday
- **19** Martin Luther King, Jr. Holiday

#### February 2015
- **March 2015
- **April 2015
- **May 2015
- **June 2015

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<th>Month</th>
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**Holiday**

**Non-Work Day**
**BATES TECHNICAL COLLEGE**  
**PTE Employee Evaluation**

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

*To be completed by Evaluator*

**Name of Employee**  
**Date**  
**Department**  
**Years in Position**  
**Years at College**  
**Evaluation Period: From / /  to / /**

**The following steps have been adhered to in this evaluation.**

1. **Pre-conference (planning).** Explanation of process and performance elements for each category to be evaluated. Provide a copy of “Performance Elements” attachment and “Self Assessment section” to employee.  
   **(Date)**

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

3. **Job description reviewed with employee.**  
   **(Date)**

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

- **Explanation of any below satisfactory rating attached.**

  Section 20.4 stipulates that in the event that a supervisor anticipates rating an employee below satisfactory in any category the supervisor shall inform the employee at the pre-evaluation conference. The supervisor shall provide the employee an opportunity to discuss performance, provide suggestions for improvements and mutually determine a date for the evaluation conference. The employee shall be given a minimum of thirty (30) days to make improvements.

- **Addendum attached and copy to supervisor.**

**Employee’s Signature**  
**Date**  
**Evaluator’s Signature**  
**Date**

Employee’s signature serves as record of review only; does not indicate agreement with supervisor’s assessment.  

*Please return to the Human Resources Department no later than April 1.*

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

- **I have reviewed all evaluation forms.**

**Vice President of Human Resources/designee’s Signature**  
**Date**
Note: Once the performance evaluation is completed and signed by all parties, it is the Evaluator’s responsibility to provide a copy to the employee and to ensure that the original is placed in the employee’s personnel file.

BATES TECHNICAL COLLEGE
PTE Employee Evaluation

To be completed by Evaluator

Name of Employee ___________________________  Department ___________________________

EMPLOYEE PERFORMANCE ELEMENTS

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

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

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

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

Priority

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. Special Projects/Other

Supervisor Initial _______________  Employee Initial___________

12/5/12
# Bates Technical College
## Performance Elements
### PTE Employee Evaluation

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

|---------------------------|-----------------------------------|--------------------|--------------------------------|-----------------------|-------------------------|--------------------------|---------------------------|
| Punctual and consistent work attendance | Cooperates with and offers assistance to others. | Supports and focuses on the vision, mission, and goals of the organization and team. | Make effective oral presentations before groups. | Participates in opportunities to enhance knowledge and skills identified and offered by the organization or the evaluator. | Particpates in meetings in an active, cooperative, and courteous manner. | Understands and responds to customer’s objectives and needs. | Supervisor Initial ___________  
Employee Initial ___________ | 12/5/12 |
# BATES TECHNICAL COLLEGE

## PTE Employee Evaluation

*To be completed by Employee*

## Employee Self Assessment

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

<table>
<thead>
<tr>
<th>Purpose of Appraisal:</th>
<th>Employee’s Name: (Last, First, MI)</th>
<th>Department:</th>
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</thead>
<tbody>
<tr>
<td>□ Annual Review</td>
<td>Job Classification:</td>
<td>Evaluator’s Name:</td>
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<td>□ Probationary Review</td>
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<td>□ Other</td>
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## 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: Future Training & Development Opportunities

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.

## 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.
REQUEST FOR PEER REVIEW FORM

(Human Resources will schedule a meeting of the Peer Review Committee to occur within ten (10) days from receipt of the form, unless mutually agreed to extend as per section 24.2.)

Name:

Department:

Position:

Job Description Attached Not Attached

Participants necessary to solve the problem:

Immediate Supervisor:

PTE Representative:

HR designee:

Additional PTE w/ similar duties (at request of employee requesting Peer Review)

Brief statement of the issue(s) to be resolved:

Statement and date of resolution:

Copies to: PTE Union President
Vice President of Human Resources/designee
PROFESSIONAL DEVELOPMENT PRE-APPROVAL FORM

Name: ___________________________ Department: _________________ SID: ____________

<table>
<thead>
<tr>
<th>Class/Activity</th>
<th>Dates</th>
<th>Total Hours</th>
<th>Documentation Attached? Y/N</th>
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- Upon completion of training, the employee must provide documentation of the total credits received or hours completed.
- A unit is equal to a 5-credit class (under the quarter system), or equivalent, or 50 clock-hours of training.
- Approved training may be combined to equal one unit. Partial units may be combined within a two-year period to earn a unit.

Please explain how each class/activity contributes to your overall professional development.

__________________________________________________________________________
__________________________________________________________________________

Employee Signature: ___________________________ Date: _________________

**Supervisor Section**

Supervisor pre-approval is required for all classes/activities.

☐ Approved  ☐ Denied

Supervisor Signature: ___________________________ Date: _________________
Comments: ___________________________________________________________________

**Human Resources Section**

Human Resources pre-approval is required for all classes/activities.

☐ Approved  ☐ Denied

Human Resources: ___________________________ Date: _________________
Comments: ___________________________________________________________________
PROFESSIONAL DEVELOPMENT STIPEND REQUEST FORM

This form should only be used when submitting for a professional development stipend.

Name: ___________________________ Department: ___________________________ SID: ___________________________

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<th>Class/Activity</th>
<th>Dates</th>
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<th>Documentation Attached Y/N</th>
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- A unit is equal to a 5-credit class (under a quarter system), or equivalent, or 50-clock hours of training.
- Approved training may be combined to equal one unit. Partial units may be combined within a two-year period to earn a unit.

Employee Signature: ___________________________ Date: ___________________________

Human Resources Section

Human Resources: ___________________________ Date: ___________________________

Comments: __________________________________________

Payroll Section

Code =PDA

Account Code: ___________________________ Amount: _______ Date: ___________________________

Entered by: ___________________________ Date: ___________________________