AGREEMENT

BETWEEN

BOARD OF TRUSTEES
BATES TECHNICAL COLLEGE

AND

INTERNATIONAL UNION
OF OPERATING ENGINEERS, LOCAL 286
(PUBLIC SAFETY OFFICERS)

JULY 1, 2014 – JUNE 30, 2018
TABLE OF CONTENTS

Memorandum of Agreement ................................................................. 3
Preamble ................................................................................................. 4

ARTICLE I DEFINITIONS AND RECOGNITION .................................. 4
    Section 1 Definitions ......................................................................... 4
    Section 2 Recognition and Unit Designation ..................................... 4

ARTICLE II RIGHTS OF THE EMPLOYER ........................................ 5
    Section 3 Rights of the Employer .................................................... 5

ARTICLE III GENERAL CONTRACT PROVISIONS ............................... 5
    Section 4 Grievance Procedure ....................................................... 5
    Section 5 Negotiations Procedure .................................................. 6
    Section 6 Union Security ............................................................... 7
    Section 7 Picket Clause .................................................................. 7

ARTICLE IV WAGES HOURS AND BENEFITS ........................................ 7
    Section 8 Wages ............................................................................ 7
    Section 9 Holidays ......................................................................... 9
    Section 10 Vacations .................................................................... 10
    Section 11 Health Insurance Benefits ............................................ 11

ARTICLE V GENERAL CONDITIONS ................................................. 11
    Section 12 Program Procedures ...................................................... 11
    Section 13 Personnel Procedures ................................................... 13
    Section 14 Discipline ..................................................................... 16
    Section 15 Travel Allowance .......................................................... 16
    Section 16 Payday .......................................................................... 16

ARTICLE VI LEAVES ........................................................................... 17
    Section 17 Leave With Pay .............................................................. 17
    Section 18 Leave Without Pay ........................................................ 20

ARTICLE VII FURTHER PROVISIONS .................................................. 21
    Section 19 Inspection Privileges ...................................................... 21
    Section 20 Personal Property ........................................................... 22
    Section 21 Local Pension ................................................................. 22
    Section 22 Agreement Clause .......................................................... 22
    Section 23 Savings Clause .............................................................. 23
    Section 24 Copies of Agreement Clause ......................................... 23
    Section 25 Duration Clause ............................................................. 23

Appendix A ......................................................................................... 24
Appendix B ......................................................................................... 25
Appendix C ......................................................................................... 26
Training Trust Addendum .................................................................... 27
BATES TECHNICAL COLLEGE
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 286 – CAMPUS PUBLIC SAFETY OFFICERS

MEMORANDUM OF AGREEMENT

The following articles of this C.B.A. are hereby agreed to by the negotiating team representing the Board of Trustees of Bates Technical College District No. 28 and the International Union of Operating Engineers, Local No. 286 (Campus Public Safety Officers) to be presented to the parties to this Agreement for a ratification vote.

Negotiators for Bates Technical College:

Ivan Gorme (Lead Negotiator)  
Geof Kaufman

Marty Mattes

Negotiators for the International Union of Operating Engineers, Local No. 286 (Campus Public Safety Officers):

Margie Englund (Lead Negotiator)  
Jaime Dawson

Cliff Benedict
PREAMBLE

The following articles of this Agreement constitute an agreement by and between the Board of Trustees of Bates Technical College District 28, hereinafter called the Employer, and its lawfully delegated representatives, and the International Union of Operating Engineers, Local 286 (Campus Public Safety Officers), hereinafter called the “Union.”

The parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND RECOGNITION

SECTION 1. Definitions

1.1 Employer: Board of Trustees of Bates Technical College, or its delegated representatives

1.2 College: Bates Technical College District No. 28

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

1.4 President: President of Bates Technical College

1.5 SA: Senior exempt administrator or designee

1.6 Union: I.U.O.E., Local 286

1.7 Chief: Chief of Campus Public Safety of Bates Technical College

1.8 Shift: Hours assigned in a given work day

SECTION 2. Recognition and Unit Designation

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

2.2 Bargaining Unit: The bargaining unit to which this Agreement is applicable is composed of the sergeant and all campus public safety (CPS) officers in the College.
ARTICLE II
RIGHTS OF THE EMPLOYER

SECTION 3. Rights of the Employer

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

ARTICLE III
GENERAL CONTRACT PROVISIONS

SECTION 4. Grievance Procedure

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

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

4.2 Step 1: In the event the grievance is not satisfactorily resolved in the Informal Step, the grievant and the Union representative shall, within ten (10) regular working days following the date of failure to resolve it in the Informal Step, present the grievance in writing to the supervisor.

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

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

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

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

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

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

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

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

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

SECTION 5. Negotiations Procedures

5.1 This Agreement will be open for negotiations no earlier than ninety (90) days and no later than sixty (60) days prior to the termination date of this Agreement, except as otherwise provided herein.

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

5.3 Negotiations shall be conducted at mutually agreeable times.
5.4 Every effort will be made to complete negotiations by June 30, except when extended by mutual consent of the parties.

5.5 The College will present a summary of all tentative agreements ratified by the Union at the next regularly scheduled Board of Trustees meeting, subject to the Board’s requirements for timely distribution of written materials for consideration at meetings.

SECTION 6. Union Security

6.1 The employer recognizes that employees should become members of the Union and it is agreed that all present members of the Union will remain in good standing and that all future employees shall become members of the Union not later than thirty-one (31) days after employment.

6.2 In the event that the representation fee is regarded by an employee as a violation of their rights to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.56.122.

SECTION 7. Picket Clause

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

ARTICLE IV
WAGES, HOURS AND BENEFITS

SECTION 8. Wages

8.1 The agreed upon wages are appended, and by this reference fully incorporated into Appendix A.

8.2 Employees hired prior to July 1, 2014 who are on Schedule 1 of Appendix A may elect to permanently move to Schedule 2 by notifying the College in writing. Notification must be made by January 1 and will be effective the following July 1.

8.3 Employees on Schedule 1 of Appendix A will be advanced one experience step on the salary schedule for each year worked (minimum of 115 or more days worked within that year) and/or paid days of leave performed between July 1 and the following June 30 annually.

8.4 Professional development increments and stipends associated with each schedule in Appendix A can be earned for each 50 hours of approved professional development activities completed in accordance with Section 12.13 of this agreement.

8.5 Experience steps and professional development increments and stipends earned shall be effective on July 1 of the following year unless the State specifically prohibits such payment or freezes wages.
8.6 Hours of Work

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

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

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

8.8 If an employee is required to work on any legal paid holiday, the employee shall receive holiday pay and premium pay at the overtime rate for all hours worked on the holiday totaling double time and one half.

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

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

The immediate supervisor must approve any compensation time accumulated or used. Compensatory time may be accumulated up to 40 hours and should be used as soon as feasible.

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

8.12 An employee regularly assigned to a swing shift will be paid an hourly premium in the amount of seventy-five ($ .75) per hour for all hours of the
assigned swing shift. The premium will include holidays and vacation days. The normal swing shift hours will be between 3:00pm and 6:00am. An employee shift will be considered a swing shift when more than five (5) hours of the assigned shift fall between the hours previously noted. The swing shift premium does not apply to hours worked from an assigned day shift which may overlap the swing shift hours as defined previously. The swing shift premium is not adjusted for overtime. Swing shift employees temporarily assigned to a day shift shall not lose the premium pay. Day shift employees temporarily reassigned to a swing shift will receive the swing shift premium pay. Employee initiated temporary shift swaps must be approved by the supervisor and shall not affect either employees’ pay status. Swing shift employees that voluntarily request a temporary reassignment to a day shift shall not retain their swing shift premium pay. Substitutes are not eligible for the swing shift premium. Substitutes filling in for a regular swing shift position for more than thirty (30) consecutive calendar days will be eligible for the premium hourly rate.

SECTION 9. Holidays

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

- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year’s Eve Day
- New Year’s Day
- Martin Luther King Jr., Day
- President’s Day
- Friday of Spring Break
- Memorial Day
- Independence Day

9.2 Full-time employees will be compensated for eight hours pay for each calendar holiday. Employees will also be paid time and one-half for the first eight hours of work and double time and one-half for all hours worked in excess of eight hours for hours worked on the calendar holiday.

9.3 If a holiday falls on a Saturday, then Friday will be a paid day off. If a holiday falls on a Sunday, then Monday will be a paid day off. When a two-day holiday falls on a Saturday and/or a Sunday, the College will schedule days off with pay for the holiday(s) that fall on the weekend.

SECTION 10. Vacations
10.1 Any regular full-time employees hired on or after July 1, 2014 shall earn vacation as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>12</td>
</tr>
<tr>
<td>2nd year</td>
<td>13</td>
</tr>
<tr>
<td>3rd year</td>
<td>14</td>
</tr>
<tr>
<td>4th year</td>
<td>15</td>
</tr>
<tr>
<td>5th year</td>
<td>16</td>
</tr>
<tr>
<td>6th year</td>
<td>17</td>
</tr>
<tr>
<td>7th year</td>
<td>18</td>
</tr>
<tr>
<td>8th year</td>
<td>19</td>
</tr>
<tr>
<td>9th year</td>
<td>20</td>
</tr>
<tr>
<td>10th year</td>
<td>21</td>
</tr>
<tr>
<td>11th year</td>
<td>22</td>
</tr>
</tbody>
</table>

Any regular full-time employees who were employed prior to July 1, 2014 shall have 22 days of paid vacation.

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

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

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

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

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

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

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

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

10.9 As an added incentive, any employee who does not use any leave, with the exception of jury duty, and military leave, will receive an attendance stipend at the rate of two hundred dollars ($200.00) for every three (3) consecutive months of unused leave.

**SECTION 11. Health Insurance Benefits**
11.1 Health insurance benefits shall be offered to the employees through the Public Employees Benefits Board (PEBB) and other state designated agencies. Procedures, guidelines and eligibility criteria are available through Human Resources.

ARTICLE V
GENERAL CONDITIONS

SECTION 12. Program Procedures

12.1 The College shall determine the appropriate uniform(s) and equipment, which shall be outlined in the Department's Standard Operating Procedures (SOP). All required uniforms and equipment shall initially be provided and issued by the College. After the initial issuance, care, maintenance, and replacement of uniforms and equipment outlined in Appendix C is the responsibility of the officer through the receipt of two semi-annual payments of $600 paid on the second payday in July and January. New employees shall receive their first stipend on the first regular stipend payment date after the end of the probation period. Initial issuance of uniforms and accessories purchased by the employee outlined in Appendix C shall remain the property of the employee.

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

12.3 Employees shall not drink any alcoholic beverages for a period of at least ten (10) hours before duty or while on call. Drinking on the job or (evidence of) intoxication while working will be deemed grounds for immediate dismissal.

12.4 Each fiscal year, the College shall establish shift assignments, not including location, to be effective prior to the start of fall quarter. During the course of the year, the College may make other or additional shift assignment changes to the hours and locations of established and/or assigned shifts. When employees are assigned to training, retreats and conferences, etc. which encompasses the majority of the employee’s shift, those nontraditional assignments shall be counted as the employee’s full daily shift.

The college shall notify the union and officers thirty (30) calendar days prior to the effective date of shift changes unless unanticipated operational circumstances preclude such notification. In any case, shift changes shall not be arbitrary and capricious.

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

12.5 The employees shall maintain a neat and clean appearance at all times while on duty.
12.6 New employees shall be provided a training program as determined by the Chief within their probationary period (six (6) months). Officers assigned to assist in the training will be paid an additional stipend of $25 per day for each day assigned to a new employee. Officers will provide the Chief a written summary of the activity prior to receiving payment.

12.5 The first criteria considered in assigning an officer to an open shift shall be seniority, except when such assignment would impede a new employee’s training during the employee’s first year. In the event the most senior officer is not to be selected, the College shall provide written notification to the union and the employee, outlining the reasons, which shall not be arbitrary and capricious.

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

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

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

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

12.10 It is agreed that security work will be performed only by the CPS Officers unless other measures must be taken in case of emergency.

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

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

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

12.13 Professional Development
12.13.1 The College and the Union agree to participate in the Western Washington Stationary Engineers Training Trust to provide professional development opportunities. The College will contribute the amount outlined in the Trust Agreement (Addendum).

12.13.2 Completion of professional development, training courses and activities to maintain current knowledge of job related functions and procedures is considered an essential part of officers’ responsibilities. With supervisory approval and availability of coverage, officers will be allowed release time to complete such courses and/or activities.

12.13.3 Upon completion of probationary period, new employees completing hours in college approved professional development and training activities will apply towards professional development stipends per Schedule 2 of Appendix A, if supported with appropriate documentation. The College will maintain employee training records.

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

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

SECTION 13. Personnel Procedures

13.1 Position Openings

Notification of any newly created position or any existing position will be posted at the appropriate recruiting sources and on the College website for a period of at least seven (7) days, during which time employees interested in the position may apply.

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

13.2 Selection

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

13.3 New Employee Procedures
13.3.1 The College will notify the union of the names, addresses and telephone numbers of employees hired into regular positions.

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

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

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

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

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

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

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

13.4 **Evaluation**

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

13.4.2 In the event that a supervisor anticipates an unsatisfactory or a lowered evaluation when compared to the previous year, the employee will be given an opportunity to discuss performance and discuss suggestions for improvement a minimum of sixty (60) days prior to the formal completion of the evaluation process.

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

13.5 **Seniority**

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

13.6 Layoff and Recall Procedure

13.6.1 When the College eliminates a CPS Officer position, the College will lay off by seniority starting with the least senior public safety officer. The College will lay off part-time employees assigned to a CPS Officer position prior to laying off any full-time employee assigned to a CPS Officer position.

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

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

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

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

13.7 Personnel Files

13.7.1 An employee may review the material in his or her personnel file(s) during regular business hours by making prior arrangements with the SA of Human Resources. Said employee may have a Union business agent accompany him/her, if desired.

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

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

SECTION 14. Discipline
14.1 Discipline will be for cause. As such, an employee will not be disciplined for an arbitrary or capricious reason. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand, suspension or termination as appropriate to the infraction. The employee will receive a copy of any written reprimand.

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

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

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

**SECTION 15. Travel Allowance**

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

15.2 Travel from home to work and from work or last place of call to home is not reimbursable except when approved by the President, or designee.

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

**SECTION 16. Payday**

16.1 Employees will generally be paid on the 10th and 25th of each month or as determined by O.F.M.

**ARTICLE VI LEAVES**

**SECTION 17. Leave With Pay**

17.1 Sick Leave
17.1.1 At the beginning of each fiscal year, full-time, regular employees will be credited with twelve (12) days of sick leave. Part-time regular employees will receive a prorated portion. Sick leave may be used for absences caused by illnesses, injury, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from.

17.1.2 In addition, sick leave shall apply to emergencies.

17.1.3 The following conditions apply to emergencies:

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

17.1.4 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.

17.1.5 In the event a public safety officer becomes ill and will be unable to report to work said employee will notify the immediate supervisor as soon as possible.

17.2 Notification Procedure and Statement of Cause of Absence

17.2.1 An employee must notify the SA immediately whenever said employee will not report to work for any reason.

17.2.2 The Senior exempt administrator/designee may discipline an employee who fails to call to report his or her absence in accordance with this procedure; the discipline may include the loss of work and pay for the day.

17.2.3 An employee must notify the SA prior to returning to work in accordance with the times mentioned above.

17.2.4 Employees claiming benefits of the leave provisions shall follow the College’s current leave request procedures.

17.2.5 Any employee claiming benefits of more than three (3) consecutive workdays from accumulated sick leave may be required to submit a medical authorization on the third workday after the first day of illness and every twenty (20) school days thereafter. Any employee returning after more than three (3) days may be required to bring in a doctor’s note and have written approval of the SA of Human Resources.

17.3 Sick Leave Buyback
Sick Leave Buy Back will be consistent with [RCW 41.04.340](https://app.leg.wa.gov/legislative/ RCW 41.04.340).

### 17.4 Workers’ Compensation (Industrial Insurance)

17.4.1 Workers’ Compensation benefits shall be administered consistent with state law [WAC 296.17](https://app.leg.wa.gov/legislative/WAC 296.17) and [RCW 51.32](https://app.leg.wa.gov/legislative/RCW 51.32). Procedures, guidelines and eligibility criteria are available through Human Resources and the [Workers’ Compensation Benefits Guide](https://app.leg.wa.gov/legislative/Workers’ Compensation Benefits Guide) for injured workers.

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

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

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

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

   (a) An employee who is not authorized to report back to work may request a leave of absence in writing. The leave request is subject to SA approval at his/her discretion.

   (b) Said employee will be paid for all unused vacation pay earned.

   (c) If said employee returns to active employment status with the College, his or her sick leave balance will be reinstated in accordance with College policy.

   (d) Group medical insurance benefits terminate; each employee must arrange for his or own medical insurance coverage if desired.

#### 17.4.8 Supplemental Condition

The College, at its discretion, may establish a light duty position for any College employee who is on workers’ compensation. The light duty position is not subject to posting, bidding, etc. Any College
employee so assigned will not replace any current public safety officer.

17.5 **Bereavement Leave**

17.5.1 The College will allow up to five (5) days of paid bereavement leave per occurrence in the event of a death in the family (spouse, child, sibling, parent, grandparent, or grandchild).

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

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

17.5.4 Bereavement leave is noncumulative.

17.6 **Shared Leave**

Shared Leave will be offered consistent with state law [RCW 41.04.660-680](http://example.com). The appropriate forms may be requested from Human Resources.

17.7 **Family Illness Leave**

17.7.1 Employees shall be granted a leave of absence with pay of not more than three (3) days each fiscal year, when such absence is occasioned by the illness of any relative residing in the household of the employee and/or the following family members which necessitates the presence of the employee: grandparents, spouse, mother, father, daughter, son or siblings. The employee will certify to the circumstances of the illness upon return to work. Such leave is non-accumulative and is not to be taken from sick leave.

17.8 **Personal Leave**

17.8.1 Personal leave will be granted for up to four (4) days per year and is accumulative to a total of six (6) days. The following conditions apply to extraordinary leave:

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

17.8.3 Leave may not be used during the first or last five days of the student school year.

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

17.10 Jury Duty, Subpoena Leave

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

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

SECTION 18. Leave Without Pay

18.1 Family, Medical, Parental and Adoption Leave

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

18.1.1 An employee who is legally adopting a pre-school child (four years or younger) may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s). An employee on parental leave for adoption may return to the first available vacancy for which he or she is qualified.

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

18.3 Political Leave

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

(a) With three (3) weeks’ notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for employee’s own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.

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

(c) The President/designee may extend to the employee who is elected to a political office a leave of absence without pay up to one (1) year.
18.3.2 At the conclusion of political leave, the employee will be given the same consideration for returning to position of last assignment. It will be assumed that the employee wishes to return to the position of last assignment unless employee notifies the President in writing, by March 18, prior to the expiration of the leave. If reassignment is necessary, a conference will be held to endeavor to find an assignment that is mutually agreeable. Political leaves may be granted for one (1) year or a fraction of a year. Upon return from this type of leave, the employee may be returned to the same position. If political leave is extended beyond one (1) year, the person’s right to return to original position cannot be guaranteed.

18.4 Military Service (Active Duty) Leave

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

18.5 Other Leave

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

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

ARTICLE VII
FURTHER PROVISIONS

SECTION 19. Inspection Privileges

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

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

SECTION 20. Personal Property

20.1 Employees shall contact the SA of Campus Public Safety (CPS) to file a report when an incident concerning the employee’s vehicle and/or other personal property occurs on college property. A copy of such report shall be provided to the employee to be included when/if a claim is filed.
20.2 Employees may follow the Washington State Tort claims process as established by RCW 4.92. Tort claim forms are available in the Business and Finance Office. Employees should file necessary forms with the Washington State Risk Management office.

**SECTION 21. Local Pension**

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

21.2 **Obligation to the Funds**

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

The College and the Union consent to accept the terms, conditions and provisions for each written Trust Agreement and as amended, creating each said Fund. The College and Union agree that the Trustees named in each said Trust Agreement and their successors are and shall be its representatives and the College and the Union consent to be bound by the acts of said Trustees and successor Trustees made pursuant to and in carrying out the provisions of each said Trust Agreement.

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

**SECTION 22. Agreement Clause**

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

**SECTION 23. Savings Clause**

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

23.2 If the College would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and benefits provided herein, provisions of this contract affected by the ruling shall be reopened and the College and the Union shall renegotiate the provisions in accordance with the law.

SECTION 24. Copies of Agreement Clause

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

SECTION 25. Duration Clause

25.1 This Agreement shall be in effect as of July 1, 2014 and shall continue in full force and effect through June 30, 2018, with openers for wages and if both the College and the Union agree to open for other issues in the agreement.
APPENDIX A

SALARY SCHEDULE OPTION

Existing employees must elect either Option 1 or Option 2 by 6/30/2014. In subsequent years each existing employee on Schedule 1 may choose by January 1 of each to move to Schedule 2 at the beginning of next fiscal year.

Schedule 1:

<table>
<thead>
<tr>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>10</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td><strong>Base</strong></td>
<td><strong>35,173</strong></td>
<td><strong>36,442</strong></td>
<td><strong>37,690</strong></td>
<td><strong>38,938</strong></td>
<td><strong>40,186</strong></td>
<td><strong>41,454</strong></td>
<td><strong>42,702</strong></td>
</tr>
</tbody>
</table>

1) Remain on existing salary schedule at base
2) Receive training increments annually at $936 per increment and retain them until separation
3) Maximum increments remains at 11 lifetime increments
4) Maximum annual increments remains at 2
5) Sergeant receives Base plus $6,000 plus training increments
6) Base pay and training increments eligible for state funded COLAs
7) Officers are not eligible for Schedule 2 training stipends
8) Existing officers retain 22 days of annual vacation leave

Schedule 2:

<table>
<thead>
<tr>
<th>1.00%</th>
<th>4.00%</th>
<th>1.00%</th>
<th>4.00%</th>
<th>4.00%</th>
<th>4.00%</th>
<th>3.00%</th>
<th>2.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td><strong>35173</strong></td>
<td>35525</td>
<td>36946</td>
<td>37315</td>
<td>38808</td>
<td>40360</td>
<td>41974</td>
</tr>
<tr>
<td>Bachelor</td>
<td>36228</td>
<td>36590</td>
<td>38054</td>
<td>38435</td>
<td>39972</td>
<td>41571</td>
<td>43234</td>
</tr>
<tr>
<td>Master</td>
<td>38040</td>
<td>38420</td>
<td>39957</td>
<td>40356</td>
<td>41971</td>
<td>43649</td>
<td>45395</td>
</tr>
<tr>
<td>Level 2 (Sgt)</td>
<td>43474</td>
<td>43909</td>
<td>45665</td>
<td>46122</td>
<td>47966</td>
<td>49885</td>
<td>51880</td>
</tr>
</tbody>
</table>

1) Move to new salary schedule (base pay plus training increments earned prior to July 1, 2014). COLA shall apply to both base and earned training increments. Previously earned training increments are decoupled from the base salary and will be retained until separation. Stipends are paid annually and do not accrue as part of the base salary.
2) Any training increments earned after July 1, 2014 shall be paid as annual stipends at $900 per stipend.
3) Maximum annual stipends is 2
4) Sergeant receives Bachelor Base plus 20% plus training stipends
5) Only Base pay eligible for state funded COLA for new employees only
6) Officers eligible to earn training stipends annually
7) All new hires placed on Schedule 2
8) All new hires placed on new vacation accrual schedule.
9) Existing officers retain 22 days of annual vacation leave
## APPENDIX B

### CAMPUS PUBLIC SAFETY OFFICER
BATES TECHNICAL COLLEGE
CAMPUS PUBLIC SAFETY OFFICER
SALARY SCHEDULE
2008-2009 YEAR

Effective July 1, 2008
Based on 4.4% increase

<table>
<thead>
<tr>
<th>Training $900</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>16.91</td>
<td>17.52</td>
<td>18.12</td>
<td>18.72</td>
<td>19.32</td>
<td>19.93</td>
<td>20.53</td>
</tr>
<tr>
<td></td>
<td>35,172.80</td>
<td>36,441.60</td>
<td>37,699.60</td>
<td>38,937.60</td>
<td>40,185.60</td>
<td>41,454.40</td>
<td>42,702.40</td>
</tr>
<tr>
<td>B</td>
<td>17.96</td>
<td>18.57</td>
<td>19.18</td>
<td>19.77</td>
<td>20.38</td>
<td>20.98</td>
<td></td>
</tr>
<tr>
<td></td>
<td>36,106.90</td>
<td>37,377.90</td>
<td>38,625.90</td>
<td>39,874.90</td>
<td>41,121.90</td>
<td>42,380.90</td>
<td>43,638.90</td>
</tr>
<tr>
<td>C</td>
<td>18.82</td>
<td>19.42</td>
<td>19.92</td>
<td>20.23</td>
<td>20.63</td>
<td>21.43</td>
<td></td>
</tr>
<tr>
<td></td>
<td>37,056.90</td>
<td>38,313.90</td>
<td>39,561.90</td>
<td>40,809.90</td>
<td>42,056.90</td>
<td>43,304.90</td>
<td>44,574.90</td>
</tr>
<tr>
<td>D</td>
<td>18.27</td>
<td>18.88</td>
<td>19.47</td>
<td>20.08</td>
<td>20.68</td>
<td>21.28</td>
<td>21.88</td>
</tr>
<tr>
<td></td>
<td>38,031.60</td>
<td>39,290.40</td>
<td>40,947.40</td>
<td>41,706.40</td>
<td>43,051.40</td>
<td>44,296.40</td>
<td>45,510.40</td>
</tr>
<tr>
<td></td>
<td>38,937.60</td>
<td>40,196.60</td>
<td>41,454.60</td>
<td>42,702.60</td>
<td>43,950.60</td>
<td>45,219.60</td>
<td>46,464.60</td>
</tr>
<tr>
<td>F (7/1/99)</td>
<td>19.18</td>
<td>19.77</td>
<td>20.38</td>
<td>20.98</td>
<td>21.58</td>
<td>22.19</td>
<td>22.79</td>
</tr>
<tr>
<td></td>
<td>39,894.40</td>
<td>41,121.40</td>
<td>42,390.40</td>
<td>43,638.40</td>
<td>44,886.40</td>
<td>46,155.40</td>
<td>47,403.40</td>
</tr>
<tr>
<td>G (7/1/00)</td>
<td>19.63</td>
<td>20.23</td>
<td>20.83</td>
<td>21.43</td>
<td>22.04</td>
<td>22.63</td>
<td>23.24</td>
</tr>
<tr>
<td></td>
<td>40,830.40</td>
<td>42,078.40</td>
<td>43,326.40</td>
<td>44,574.40</td>
<td>45,822.40</td>
<td>47,070.40</td>
<td>48,319.40</td>
</tr>
<tr>
<td>H (7/1/01)</td>
<td>20.08</td>
<td>20.68</td>
<td>21.28</td>
<td>21.88</td>
<td>22.49</td>
<td>23.09</td>
<td>23.69</td>
</tr>
<tr>
<td></td>
<td>41,766.40</td>
<td>43,014.40</td>
<td>44,262.40</td>
<td>45,510.40</td>
<td>46,757.40</td>
<td>48,004.40</td>
<td>49,252.40</td>
</tr>
<tr>
<td>I (7/1/04)</td>
<td>20.53</td>
<td>21.13</td>
<td>21.74</td>
<td>22.33</td>
<td>22.94</td>
<td>23.54</td>
<td>24.15</td>
</tr>
<tr>
<td></td>
<td>42,702.40</td>
<td>43,950.40</td>
<td>45,208.40</td>
<td>46,464.40</td>
<td>47,715.40</td>
<td>48,962.40</td>
<td>50,210.40</td>
</tr>
<tr>
<td>J (7/1/06)</td>
<td>20.98</td>
<td>21.58</td>
<td>22.19</td>
<td>22.79</td>
<td>23.39</td>
<td>23.99</td>
<td>24.60</td>
</tr>
<tr>
<td></td>
<td>43,638.40</td>
<td>44,886.40</td>
<td>46,134.40</td>
<td>47,392.40</td>
<td>48,651.40</td>
<td>49,908.40</td>
<td>51,166.40</td>
</tr>
<tr>
<td>K (7/1/07)</td>
<td>21.43</td>
<td>22.04</td>
<td>22.63</td>
<td>23.24</td>
<td>23.84</td>
<td>24.44</td>
<td>25.05</td>
</tr>
<tr>
<td></td>
<td>44,574.40</td>
<td>45,822.40</td>
<td>47,070.40</td>
<td>48,319.40</td>
<td>49,567.40</td>
<td>50,816.40</td>
<td>52,100.40</td>
</tr>
<tr>
<td>L (7/1/08)</td>
<td>21.96</td>
<td>22.49</td>
<td>23.09</td>
<td>23.69</td>
<td>24.29</td>
<td>24.89</td>
<td>25.49</td>
</tr>
<tr>
<td></td>
<td>45,510.40</td>
<td>46,768.40</td>
<td>48,027.40</td>
<td>49,285.40</td>
<td>50,542.40</td>
<td>51,792.40</td>
<td>53,039.40</td>
</tr>
</tbody>
</table>

**BASE SALARY: STEP A; YEAR 1**

BASE MAY BE ADJUSTED AS LEGISLATELY AUTHORIZED

TRAINING & EXPERIENCE STEPS (AS AUTHORIZED BY LEGISLATURE EFFECTIVE JULY 1
EXPERIENCE STEPS - UPON COMPLETION OF YEAR OF SERVICE TO THE COLLEGE
5% OF BASE SALARY AFTER NINETEEN (19) YEARS OF SERVICE TO THE COLLEGE

TRAINING STEPS - SECURITY OFFICERS WILL HAVE UP TO A MAXIMUM OF TEN
TRAINING STEPS (effective 7/1/07): MAXIMUM OF ELEVEN STEPS (effective 7/1/06)
STEP ADVANCEMENT IN DEPENDENT UPON SATISFACTORY COMPLETION OF A
MINIMUM OF FIFTY (50) HOURS OF COLLEGE APPROVED TRAINING, AND SHALL
NOT EXCEED TWO PAY STEPS IN A FISCAL YEAR.

A REGULAR, PERMANENT EMPLOYEE ASSIGNED TO A SWING SHIFT SHALL BE PAID AN
HOURLY PREMIUM IN THE AMOUNT OF SEVENTY FIVE CENTS ($0.75) PER HOUR FOR
ALL HOURS OF THE ASSIGNED SWING SHIFT PER SECTION 8.9
THE PREMIUM WILL INCLUDE HOLIDAYS AND VACATION DAYS.

SUBSTITUTES SHALL BE PLACED ON STEP A.

$0.50 WILL BE DEDUCTED FROM THE HOURLY RATE OF PAY FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS, CENTRAL PENSION FUND. (EFFECTIVE 7/1/01)

---

DIANA ROLLINS  
DATE: ________________  

VALLIE JO FRY  
DATE: ________________

---

2014-2018
APPENDIX C
UNIFORM AND EQUIPMENT LIST

Uniforms
Short sleeve uniform shirt
Long sleeve uniform shirt
Uniform pants
Footwear
Baseball style uniform hat
Jacket
Gloves
Black/blue turtleneck (or mock)
Metal nametags
Raincoat

Authorized Equipment
Duty gear suspenders
Belt keepers
Duty belt
Holster

All case holders
Flashlight holder
Handcuff case
Baton case
Pepper spray case
Cell phone case
Radio case
Utility gear case
Key holder
Glove case
TRAINING TRUST ADDENDUM

Agreement made this 1st day of February, 2014 between BATES TECHNICAL COLLEGE - SECURITY ("Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 286 ("Union"): 

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

WHEREAS, the Union and other employers with whom the Union has Collective Bargaining Agreements have established a trust fund, known as the “Stationary Engineers Local 286 Journeymen Upgrading, Apprenticeship Training and Training Trust,” for the purpose of providing employees who are represented by the Union with journeyman upgrading, apprenticeship training and training programs; and 

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS: 

1. Effective July 1, 2014, based on June 2014 hours, the Employer, who is a party to this Collective Bargaining Agreement, agrees to participate in the Western Washington Stationary Engineers Training Trust program. By virtue of this Agreement, the Employer does not agree to hire and train apprentice(s), but should an apprentice be hired it will be in accordance with the Standards of the program. The Employer further agrees to remit the regular established contribution rate, as determined by the Trustees of the Fund. Employees taking classes must understand work will take precedence with changed schedules. 

2. Effective July 1, 2014, based on June 2014 hours, the Employer shall contribute $20.40 per month for each bargaining unit employee who received eighty (80) hours or more compensation in the preceding calendar month to the “Stationary Engineers Local 286 Journeymen Upgrading, Apprenticeship Training and Training Trust.” 

3. The total amount due for each calendar month shall be remitted in a lump sum to the “Stationary Engineers Local 286 Journeymen Upgrading, Apprenticeship Training and Training Trust,” in care of the depository selected by the Trustees of the fund, not later ten (10) days after the last business day of such month. 

4. The Employer and the Union agree to be bound the Agreement and Declaration of Trust entered into as of May 8, 1972 establishing the “Stationary Engineers Local 286 Journeymen Upgrading, Apprenticeship Training and Training Trust” and by any amendments to said trust agreement, heretofore or hereafter adopted.
5. Employer accepts as its lawful representatives the Employer Trustees who are now or may hereafter serve on the Board of Trustees of the Trust Fund and consents to be bound by the acts and determinations of the Trustees acting pursuant to the authority conferred upon them.

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

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

EMPLOYER

By

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 286

By

Richard Spencer, Business Manager

By

James Burnson, Training Director

pmw
opcio afl/cio