

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE BELLINGHAM TECHNICAL COLLEGE**  
**AND**  
**THE BELLINGHAM EDUCATION ASSOCIATION**

**2022 – 2025**

ARTICLE 1 – RECOGNITION AND DEFINITIONS.....	1
1.1 Recognition.....	1
1.2 Definitions.....	1
ARTICLE 2 – STATUS & ADMINISTRATION OF AGREEMENT .....	3
2.1 Ratification and Mutual Consent.....	3
2.2 Relationship to Existing Policies, Procedures, Practices, Rules, and Regulations.....	3
2.3 Compliance with Agreement.....	3
2.4 Conformity to Law.....	4
2.5 Distribution of Agreement.....	4
2.6 Appendices.....	4
ARTICLE 3 – ASSOCIATION RIGHTS.....	4
3.1 Association Rights.....	4
3.2 Payroll Deduction and Representation Fee.....	5
ARTICLE 4 – MANAGEMENT RIGHTS .....	6
ARTICLE 5 – FACULTY RIGHTS.....	6
5.1 Individual Rights.....	6
5.2 Right to Join and Support Association.....	6
5.3 Personnel File.....	7
5.4 Assignment, Vacancies, and Transfer.....	7
5.5 Academic Freedom, Professional Rights and Responsibilities.....	8
5.6 Intellectual Property.....	8
ARTICLE 6 – FACULTY CONTRACTS AND WORKLOAD .....	9
6.1 Individual Faculty Contract.....	9
6.2 Orientation.....	10
6.3 Instructional Year.....	10
6.4 Counselors.....	11
6.5 Workday/Workweek.....	11
6.6 Instructional Hour.....	11
6.7 Instructional Workload.....	11
6.8 Instructional and Related Professional Duties.....	16
6.9 Class Size.....	17
6.10 General Education.....	17
6.11 Work-Site Instruction (Internships).....	17
ARTICLE 7 – LEAVES .....	17
7.1 Illness, Injury and Emergency Leave.....	17
7.2 Annual Conversion of Illness, Injury and Emergency Leave.....	18
7.3 Conversion of Illness, Injury and Emergency Leave Upon Retirement or Death.....	18
7.4 Family Illness Leave.....	19
7.5 Parental Leave.....	19

7.6	Adoption Leave.....	19
7.7	Leaves Provided by Applicable Statute. ....	19
7.8	Disability Leave.....	20
7.9	Child Care Leave of Absence. ....	21
7.10	Bereavement Leave.....	21
7.11	Personal Leave.....	21
7.12	Jury Duty and Subpoena Leave. ....	21
7.13	Sabbatical Leave. ....	21
7.14	Adjunct Faculty Sick and Shared Leave. ....	22
7.15	Other Leaves. ....	24
7.16	Reemployment Upon Return from Leave.....	25
7.17	Using Leave During Summer Quarter. ....	25
ARTICLE 8 – SALARIES, STIPENDS AND BENEFITS.....		25
8.1	Provisions Governing Placement and Advancement.....	25
8.2	Stipends for Non-Instructional Activities. ....	30
8.3	Stipends for Adjunct Faculty. ....	30
8.4	Compensation for Summer Instruction.....	31
8.5	Compensation for Non-Class Instructional Activities.....	31
8.6	Payroll Deductions.....	31
8.7	Insurance Benefits.....	31
8.8	Termination/Retirement.....	32
8.9	Payment Provisions.....	32
8.10	Travel. ....	33
8.11	Stipend for Doctoral Degree for regular or annualized faculty .....	33
8.12	Tenure Payment. ....	33
ARTICLE 9 – CURRICULUM DEVELOPMENT & DISTANCE LEARNING .....		33
9.1	Curriculum Development.....	33
9.2	Distance Learning.....	35
ARTICLE 10 – OTHER TERMS & CONDITIONS OF EMPLOYMENT .....		37
10.1	Employees’ Facilities.....	37
10.2	Professional Development Plan and Professional Technical Certification.....	38
10.3	Reduction in Force.....	40
10.4	Program Review, Probation, and Closure.....	41
10.5	Recruiting and Marketing. ....	42
10.6	College Committees.....	43
10.7	Labor/Management Communication Committee. ....	43
ARTICLE 11 – EVALUATION AND PROBATION .....		44
11.1	Evaluation. ....	44
11.2	Tenured Faculty Member Performance Intervention.....	44
11.3	Tenure Review Committee. ....	45
11.4	Professional Growth Intervention Team (PGIT). ....	45
11.5	Improvement Framework.....	45
11.6	Second Evaluation .....	46

11.7	Timeline (nothing in this section shall override the descriptions above).	46
11.8	Evaluation Committee.	46
ARTICLE 12 – GRIEVANCE PROCEDURE		47
12.1	Scope	47
12.2	Time Limits	47
12.3	Form and Contents of the Grievance.	47
12.4	Individual Rights	47
12.5	Procedure.	48
12.6	No Reprisals.	49
12.7	Continuity.	49
12.8	Grievance Files.	49
ARTICLE 13 – DISCIPLINE AND DISMISSAL		49
13.1	Faculty Discipline	49
13.2	Student Discipline Procedures.	50
13.3	Dismissal and Non-Renewal of Contract.	50
ARTICLE 14 – DURATION		51
APPENDIX A - SUMMER 2022 SALARY SCHEDULE		52
APPENDIX A – FALL 2022 SALARY SCHEDULE		53
APPENDIX A – FALL 2022 SALARY SCHEDULE		54
APPENDIX B - SUMMER 2022 ADJUNCT SALARY SCHEDULE		55
APPENDIX C - 2022-2023 CALENDAR		58
APPENDIX C - 2023-2024 CALENDAR		59
APPENDIX C - 2024-2025 CALENDAR		60
APPENDIX C - 2025-2026 CALENDAR		61
APPENDIX D - RIF UNITS		62
APPENDIX E – RIF PROCEDURES		63
APPENDIX F – RADIOLOGIC TECHNOLOGY WORKSHEET		66
MEMORANDUM OF UNDERSTANDING – STUDENT DISCIPLINE PROCESS		67
MEMORANDUM OF UNDERSTANDING – WEAPAC DUES		68
MEMORANDUM OF UNDERSTANDING –CC 233 LUNCHROOM AGREEMENT		69
MEMORANDUM OF UNDERSTANDING – CLINICAL DRUG SCREENING AGREEMENT		70
MEMORANDUM OF UNDERSTANDING – PROGRAMMATIC MANAGERIAL RESPONSIBILITIES		72

## ARTICLE 1 – RECOGNITION AND DEFINITIONS

### 1.1 Recognition.

1.1.1 This Collective Bargaining Agreement is entered into by the Bellingham Education Association and the Bellingham Technical College. The above parties have reached certain understandings, which they desire to confirm in this Agreement.

1.1.2 The Board of Trustees of Bellingham Technical College recognizes the Bellingham Education Association, pursuant to RCW 28B.52, as the sole and exclusive bargaining representative with respect to wages, hours, and conditions of employment for all regular, adjunct, annualized, and temporary faculty employed or to be employed for 1/6 of a full-time equivalent or more (.1667 FTE) by the College in program class instruction or as a counselor, whether under contract, on leave, on a per diem, or percentage of full time. Employees who exclusively teach non-program (non-credit) classes are not subject to this collective bargaining agreement.

1.1.3 The Board agrees not to negotiate with or recognize any faculty organization other than the Bellingham Education Association for the duration of this Agreement according to RCW 28B.52.

### 1.2 Definitions.

1.2.1 Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

- a) The term “Agreement” shall mean this entire contract.
- b) The term “Association” shall mean the Bellingham Education Association.
- c) The term “Board” shall mean the Board of Trustees of Bellingham Technical College.
- d) The term “College” shall mean the Bellingham Technical College.
- e) The term “WEA” shall mean the Washington Education Association.
- f) The term “WEA-HE” shall mean the Washington Education Association—Higher Education.
- g) The term “NEA” shall mean the National Education Association.
- h) The term “SBCTC” shall mean the State Board for Community and Technical Colleges.
- i) The term “Program” shall mean credit-bearing classes that are part of the requirements for a State Board-approved degree or certificate.

j) The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement. One contract day is equivalent to 7.5 hours for benefit and buyout calculation purposes.

k) The term “regular faculty” shall mean any teacher, counselor, or librarian who is employed by the College in a tenure or tenure track position in accordance with RCW 28B.52.

l) The term “annualized faculty” shall mean any teacher, counselor, or librarian who is employed on a year-to-year contract is contingent upon funding and/or may not be renewed each year. All annualized faculty positions are not eligible for tenure status.

m) The term “temporary faculty” shall mean any teacher, counselor, or librarian who is employed as a replacement for a regular faculty member who may be on leave or in cases where the College is filling a regular faculty vacancy on a temporary basis.

n) The term “adjunct faculty” shall mean any teacher, counselor, or librarian who is employed on a quarterly or less than quarterly contract, is contingent upon funding, and/or may not be renewed, regardless of percentage of full time.

o) The term “faculty coordinator” shall mean a regular faculty member who has been granted released time from teaching assignments to complete reports, scheduling, and other paper work within their assigned program.

1.2.2 The following provisions of this Agreement shall not be applicable to Represented Substitutes:

ARTICLE 5, Sections 5.4

ARTICLE 6;

ARTICLE 7;

ARTICLE 8, except for Section 8.11;

ARTICLE 10; except for Sections 10.2., 10.3, 10.4, 10.5;

ARTICLE 11; and

ARTICLE 13, Section 13.3.

1.2.3 The words incorporated into this Agreement shall be interpreted to assume their common usage meaning unless the parties specifically intended otherwise and identified another meaning by so interpreting said word or clause specifically in the context of its use.

1.2.4 Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine and words denoting number include both the singular and plural.

## **ARTICLE 2 – STATUS & ADMINISTRATION OF AGREEMENT**

### **2.1 Ratification and Mutual Consent.**

This Agreement shall be ratified first by the membership of the Association and then by the Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties in writing. It shall then become effective in accordance with the duration clause herein.

### **2.2 Relationship to Existing Policies, Procedures, Practices, Rules, and Regulations.**

2.2.1 This Agreement constitutes the negotiated agreement between the College and the Association and supersedes any previous agreements or understandings, whether oral or written, between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions, or practices of the College that shall be contrary to or inconsistent with its terms.

2.2.2 The agreement expressed herein constitutes the entire agreement between the parties and no oral statement shall add to, limit, or supersede any of its provisions. The parties acknowledge that each has had an unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement.

2.2.3 The College and the Association for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Agreement unless mutually agreed otherwise. The parties further agree that this Agreement will be reopened consistent with the duration clause contained herein.

2.2.4 The parties agree that the College will not change any College policy or procedure directly relating to any provision of this Agreement or relating to other subjects of mandatory bargaining pursuant to RCW 28B.52 without first consulting with, and if appropriate, negotiating with the Association. Such provisions will include job-sharing procedures, leave-sharing procedures, tenure review procedures, certification procedures, and probation procedures.

2.2.5 The College and the Association agree that disputes that may arise shall be settled without resort to strike or lockout. The College agrees it will not lockout any or all of its faculty members during the term of this Agreement, and the Association agrees on behalf of itself and its membership that there shall be no strike, slowdowns, and no sick-outs during the term of this Agreement.

### **2.3 Compliance with Agreement.**

Any individual faculty contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If an individual faculty contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## **2.4 Conformity to Law.**

It is the belief of both parties that all provisions of this Agreement are lawful. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or application of this Agreement to faculty or groups of faculty members covered hereby shall be found contrary to existing law by court decision, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect. The parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such provision.

## **2.5 Distribution of Agreement.**

2.5.1 Three (3) copies of the final Agreement shall be prepared. The signatures of the Chair of the Board of Trustees, the President of the Association, and the Chief Negotiators of the Association and the College shall be affixed to each copy. Copies shall be distributed as follows:

- a) The Board for inclusion in official minutes;
- b) The Association; and
- c) The College President's Office.

2.5.2 After ratification by both parties, the College shall have the contract printed and will provide a copy for each employee in the bargaining unit, including new employees when hired. The College shall pay the cost of preparation and printing of the document. An electronic copy and five (5) additional copies shall be provided to the Association.

## **2.6 Appendices.**

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

### **ARTICLE 3 – ASSOCIATION RIGHTS**

#### **3.1 Association Rights.**

3.1.1 Members and staff of the Association shall be permitted to:

- a) Transact official Association business on College property at reasonable times provided that this shall not interfere with or interrupt normal College operations.
- b) Use College facilities and audio-visual equipment at reasonable times when such equipment is not otherwise in use.
- c) Use bulletin boards, in a place of reasonable access to faculty.
- d) Use the College communication services for communication purposes, except for political purposes; an account may be established to use the College mail service for Federal Mail services.



e) Set up an account and use the College printing facilities and campus photocopy equipment for Association business and communication purposes.

3.1.2 In accordance with the Public Records Disclosure Act, the College will, upon request, furnish the Association all available information concerning the financial resources of the College and such information as may assist the Association in carrying out its duty as exclusive representative. The Association agrees to reimburse the College for the cost of such duplication. The above information shall be delivered to a person designated by the Association.

a) On a quarterly basis, as requested, the College will provide the Association with an updated bargaining unit list, including but not limited to the following information: name, title, FTE, and BEA dues deduction status. The College shall provide notification to the Association when a new employee covered by this Agreement is hired. Notification shall occur within five days of the employee's first workday and will include name, title, date of hire.

3.1.3 The Association shall be furnished with a copy of the Board's minutes, agendas, and related materials at the same time and in the same form as those furnished the public and the Board of Trustees, with the exception of confidential matters related to executive sessions. The Association will be provided a current copy of the College's Policies and Procedures Guide and updates.

3.1.4 The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

### **3.2 Payroll Deduction and Representation Fee.**

3.2.1 Association Dues. The Association, as the legally recognized exclusive bargaining representative of the employees described in the Recognition and Coverage of Agreement clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association and such amounts as are authorized by individual members for Association political action committees.

Dues authorizations and revocations shall be made in accordance with internal Association rules and in accordance with legal requirements governing such authorized payroll deductions.

A regular dues authorization shall continue in effect year to year unless a request of revocation is submitted to the College and the Association and signed by the employee.

3.2.2 At the beginning of each fiscal year, but not later than September 10, the Association shall give, by written notice to the payroll officer, a complete list of enrolled members who will have Association dues and assessments deducted for the coming instructional year under payroll deductions. The notice shall include total dollar amounts to be deducted for each individual member. The deductions authorized above shall be made in equal installments during the normal instructional year beginning with the pay period in September through the pay period of June each year.

Dues deductions forms for new employees or employees enrolling must be delivered to the Payroll Office prior to deductions occurring. Deductions for employees who commence employment after September 1 shall be spread equally over the remainder of the pay periods through June.

3.2.3 The College will remit directly to the Washington Education Association all funds deducted according to the above provisions, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided to the Association as receipt for said transaction.

3.2.4 The Association shall indemnify and hold the College harmless from all claims asserted and lawsuits commenced by, or on behalf of, any employee due to action taken by the College in strict compliance with this section; and further the College will defend the Agreement and consult with the Association or its designee, respecting all claims, and/or lawsuits, with respect to this section.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

The management of the College and the direction of the work force assignment and job responsibilities are vested exclusively with the College 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 College in accordance with such policies and procedures as it from time to time may determine.

#### **ARTICLE 5 – FACULTY RIGHTS**

##### **5.1 Individual Rights.**

5.1.1 Neither the Association nor the College shall discriminate against any faculty member subject to this Agreement on the basis of race or ethnicity, creed, color, sex, national origin, age, marital status, domicile, religious preference, reliance on public assistance, sexual orientation, including gender identity, status as a disabled or Vietnam-era veteran, political opinions or affiliations, genetic information, or the presence of any sensory, mental, or physical disability provided the particular disability does not endanger the health, safety or proper performance duties of the disabled person or others, except as otherwise required in accordance with the College's Affirmative Action program.

5.1.2 Online Photographs Consent. Photographs of faculty shall not be posted online without the express, written consent of each affected faculty member.

##### **5.2 Right to Join and Support Association.**

Each bargaining unit member subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, negotiations, mutual aid and protection, or institution of grievance proceedings under this Agreement without fear of penalty or reprisal.

### **5.3 Personnel File.**

5.3.1 The College shall maintain a central personnel file for each faculty member. Faculty members shall, upon request, have the right to inspect the contents of their College personnel file, as well as employment references transmitted by the College, during regular office hours and in the presence of a Human Resources staff member. One other person may be present at this review. Upon the faculty member's request, the Human Resources staff member shall sign an inventory sheet verifying the contents of the College personnel file at the time of inspection. The inventory sheet will be prepared by the faculty member and reviewed by the President or his/her designee before signature.

5.3.2 No duplicate, alternate, or other personnel file shall be kept anywhere by the College except that supervisors may keep working files. Documents in the working file not also included in the personnel file may not be used as evidence in disputes regarding discipline against a faculty member.

5.3.3 Derogatory material shall only be placed in a faculty member's College personnel file to document discipline. The faculty member shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content. Material documenting possible disciplinary action not shown to a faculty member within fourteen (14) calendar days after its receipt or composition, shall not be placed in the file or allowed as evidence in disciplinary action. Upon request a faculty member's written response to such materials will be included in their file.

5.3.4 No anonymous material shall be placed in a faculty member's personnel file.

5.3.5 Except as allowed under the evaluation provisions of this Agreement and RCW 28B.50, evaluative statements from non-professional sources concerning teaching techniques or subject matter shall not be included in any personnel file without the expressed permission of the faculty member.

5.3.6 College placement credentials are exempt from the provisions of this Agreement.

### **5.4 Assignment, Vacancies, and Transfer.**

#### **5.4.1 Assignment of Tenured and Probationary Faculty Members.**

a) Assignment. The basic consideration in the assignment of faculty members is the well-being of the program of instruction, as determined by the College.

b) Vacancies. Faculty members shall be given every consideration in filling vacancies or newly created positions utilizing the following procedures:

All faculty and administrative vacancies, new positions and procedures for applying, shall be publicized to the staff and Association through the College's e-mail system from Human Resources to each employee. During vacation periods, those employees who have expressed special interest to the Human Resources Director, in writing (which includes e-mail), will be notified of appropriate openings.

5.4.2 Voluntary Transfer. A general transfer request may be submitted in writing to the Human Resources Office for vacancies that may become available. This transfer application request shall expire when the vacancy is filled.

Faculty members who have submitted a transfer request, as provided herein, shall be given priority consideration for any vacancy or new position in the area for which the transfer was submitted. The College will not hire for said positions until it has been determined that either:

- a) No transfer request for the position in question has been appropriately submitted by a current faculty member;
- b) No current faculty member who has submitted a transfer request is as qualified or more qualified for the available position than any other applicant, pursuant to WAC 131; or
- c) Transferring a current faculty member into the available position would affect the instructional program so as to make the transfer detrimental to the College's program.

5.4.3 Involuntary Transfer. Faculty members who are transferred by administrative decision for the following year shall be notified in writing by the President as soon as practicable and under normal circumstances, not later than June 1 of the instructional year. The written notification shall include the reasons for the transfer.

## **5.5 Academic Freedom, Professional Rights and Responsibilities.**

5.5.1 The College is committed to supporting faculty in their efforts to provide current and effective instruction. It is the expectation that faculty will pursue the College's mission through appropriate instructional methodology and instructional content.

5.5.2 College service is a responsibility of all faculty members. Such responsibility may include participation in College committees and advisory groups or representing the College on local, regional, or national committees.

5.5.3 The College and the Association agree that academic freedom is essential to the fulfillment of the purposes of the College and acknowledge the fundamental need to protect faculty from censorship or restraint which might interfere with their obligations in the performance of their professional duties.

5.5.4 Accordingly, faculty members shall be guaranteed full freedom in classroom presentations and discussions and may explore controversial material relevant to course content.

## **5.6 Intellectual Property.**

5.6.1 The College encourages the development of patentable inventions and the publication of scholarly works by its faculty members, and subject to the limitations of this Section and applicable law, supports the right of its faculty members to earn royalty or other income for their patentable or copyrightable work.

5.6.2 The ownership of materials, processes, or inventions developed solely by a faculty member's individual effort, research and expense shall vest in the faculty member and be copyrighted or patented, if at all, in their name, except as follows:

a) Grant and Contract Limitations. Conditions or restrictions on patent or copyright privileges contained in sponsored grants, contracts, or other awards are binding on the College and faculty.

b) College-Owned Materials. Materials produced solely for the College at College expense, shall be owned by the College and shall be patented or copyrighted, if at all, in the College's name.

c) Jointly-Owned Materials. Materials produced with College support, including the use of significant amounts of College personnel, time, materials or resources shall be owned jointly by the College and faculty member.

5.6.3 Whenever a faculty member's work is likely to lead to the development of jointly-owned materials, the faculty member and the College should attempt to agree prior to the beginning of work on an equitable allocation of any returns from the jointly-owned materials. Where no such agreement is reached prior to the development of jointly-owned materials, the faculty member and College will agree no later than the time of sale of any jointly-owned materials on an equitable allocation of the proceeds from those materials.

5.6.4 The College retains a right to royalty-free use of any patentable or copyrightable materials developed by College faculty (other than books and materials available from a publisher through normal distribution channels) when the development of such materials was advanced through the use of College facilities, supplies, equipment, or staff services. This right exists even if the materials do not constitute College-owned or jointly-owned materials as defined above (e.g., where use of facilities by a faculty member was not substantial).

## **ARTICLE 6 – FACULTY CONTRACTS AND WORKLOAD**

### **6.1 Individual Faculty Contract.**

6.1.1 The College shall provide to each faculty member a written contract in conformity with Washington State law. In instances where a faculty member is on leave at the time contracts are issued, certified mail shall be used, provided the employee has left a forwarding address with the Human Resource Office prior to the commencement of leave.

6.1.2 Each individual faculty member who intends to return to employment in a faculty position shall so notify the College by signing the individual contract and returning it to the College Human Resource Office no later than fourteen (14) days after its issuance. Failure to return a contract on a timely basis shall mean such faculty member does not intend to return to the appointment offered and no longer desires to be employed at the College. The above time line may be extended due to extenuating circumstances.

6.1.3 A faculty member under contract shall be released from contract upon request under the following conditions:

- a) A letter of resignation must be submitted to the College President;
- b) A release from contract, prior to July 15, shall be granted provided a letter of resignation is submitted prior to that date;
- c) A release from contract can be granted after July 15 provided a replacement, satisfactory to the College, can be obtained; and
- d) A release from contract shall be granted upon the faculty member's request in case of illness or extreme emergency, which makes it impossible for the faculty member to continue with the College.

## **6.2 Orientation.**

Regular faculty will receive an orientation within thirty (30) days of hire. This orientation will include such items as are identified by the College and the Association from time to time. New faculty members required to work additional days for orientation will be paid on a per diem basis.

## **6.3 Instructional Year.**

There will be 173 calendared work days in a regular, full-time contract for instructional faculty, including 165 instructional days and 8 non-instructional days. Faculty members are professionals performing a body of work. The completion of professional duties by faculty members will include activities determined at the discretion of the faculty member that extends beyond these 173 calendared days.

6.3.1 The 165 instructional days shall be scheduled in accordance with the instructional year calendar (Appendix C):

6.3.2 The non-instructional days will consist of the following:

- a) The three workday before the first day of Fall, and one workday before the Winter and Spring quarters will be an onsite non-instructional workday during which faculty will be available to students and administration. The first workday before Fall quarter will be used for Opening Day activities. The second and third days shall be used for instructional and related professional duties consistent with 6.9.
- b) Three (3) days, each academic year, during Fall, Winter or Spring quarters, will be scheduled for a faculty-wide in-service. These days will be scheduled on Fridays or other days as agreed upon by the parties. Faculty will report onsite for this in-service. Faculty will be provided with an opportunity to provide input into in-service activities.
- c) Except for those programs regularly scheduled to exceed the 173 day work year, extensions of the work year will be by mutual agreement between the faculty member and College. Such extensions shall be compensated at the faculty member's regular per diem.
- d) It is understood that faculty members are professionals performing a body of work. The discharge of professional duties by faculty members will include activities determined at the discretion of the faculty member that extend beyond these 173 calendared days.

#### **6.4 Counselors.**

Regular contracts for counselors will consist of 173 work days. The College may assign work days for counselors that differ from those worked by instructional faculty, but unless otherwise agreed between the Vice President of Student Services and the counselor, all such days will be scheduled between the second Monday of September and the Friday of the week following the last day of instruction for Spring Quarter. Counselors will be expected to work a summer contract of an additional twenty-two (22) days paid at the counselor's regular per diem, and may be offered the opportunity to work additional summer days at the counselor's regular per diem.

#### **6.5 Workday/Workweek.**

Without prior approval of the faculty, no faculty can be assigned hours that exceed a contiguous period (span) of seven and one-half (7.5) hours, including a thirty (30) minute meal period. The normal workweek for a full-time faculty member shall be thirty-seven and one-half (37.5) hours. Daily teaching assignments beyond the normal workday, split shifts, or a non-standard workweek will be subject to Section 6.8.1.

#### **6.6 Instructional Hour.**

An instructional hour is understood to comprise fifty (50) minutes of instruction. The residual ten (10) minutes of each instructional hour will be used for primary instructional functions. Faculty will have flexibility in scheduling the residual or accumulative residual ten (10) minute periods each day as appropriate to facilitate effective instruction.

#### **6.7 Instructional Workload.**

6.7.1 Faculty will submit an annual Program or "Area" schedule to their supervisor for the upcoming year. Alterations to assignments will be communicated to all area faculty, and any meetings requested by faculty or the supervisor to discuss the schedule or alterations to it will be open to all area faculty. Nothing in this clause will diminish the management right of assignment as provided in Article 4.

6.7.2 Faculty with less than twenty (20) contact hours shall schedule office hours equivalent to the difference between their contact hours and twenty (20). Office hours must be posted by each faculty member's office, convenient for student viewing.

6.7.3 Instructional workload shall consist of the assignment of either credits or contact hours for each faculty member as indicated below.

a) Contact Hour Model.

(i) Full-time faculty members in the below listed departments/programs will have an annual average contact-hour range of 20–25 hours per week as determined by program faculty. Contact hours refer to time spent on instructional duties as described in Section 6.8 below.

- Auto Collision Repair Technology
- Automotive Technology
- Culinary Arts
- Dental Assisting
- Dental Hygiene
- Diesel Technology
- Electrician
- Fisheries and Aquaculture Sciences
- Heating, Ventilation, Air Conditioning, & Refrigeration
- Industrial Maintenance and Mechatronics
- Instrumentation & Control Technology
- Machining
- Nursing
- Pastry
- Process Technology
- Radiologic Technology
- Surgery Technology
- Continuous enrollment Transitional Studies classes
- Veterinary Technician
- Welding & Fabrication Technology

Continuous enrollment Transitional Studies classes are open-entry permitting students to begin instruction at any time during a quarter. The enrollment census data for a continuous enrollment class is the last day of the quarter or the last day of the class whichever comes first. Transitional Studies faculty will be assigned a Continuous or Sequential course load on an annual basis.



b) Credit Based Model.

(i) Full-time faculty members in the below listed departments/programs will have an average quarterly credit load of 15 credits.

- Bachelor of Applied Science Degrees
- Business & Computer Information Systems
- Engineering Technology
- General Education: English, Humanities, Social Science, Mathematics, Natural & Physical Sciences
- Information Technology
- Sequential Transitional Studies courses

Sequential Transitional Studies classes are classes in which instruction begins and ends on specific days within a quarter. Enrollments are generally added at the beginning of the class. The majority of sequential classes begins within the first five instructional days of a quarter and share the same census date. Note: Sequential classes that begin before or after the first five instructional days of a quarter are referred to as non-typical and have their own census date. Transitional Studies faculty will be assigned Continuous or Sequential course load on an annual basis.

c) Program Variations

(i) Automotive and Diesel Technology. The basic contract for regular, full-time Automotive Technology and Diesel Equipment Technology faculty will provide for a body of work that includes field-based learning (FBL) as described below. This program variation supersedes section 8.5.1 for faculty hired before September 2021. This program variation will not apply to Automotive Technology and Diesel Equipment Technology faculty hired after September 1, 2021. Faculty hired after September 2021 will revert to the standard instructional year (173 days) and FBL compensation model as detailed in section 8.5.1 Field-Based learning.

- The two (2) full-time Automotive faculty will receive 22 instructional days + 2 non-instructional days per year per faculty member for teaching and management of students enrolled in summer, fall, winter, and spring FBL courses, dividing the workload amongst the two (2) faculty where FBL courses are offered each quarter throughout the academic year, for a total of 197 contract days.
- The one (1) full-time Diesel Equipment Technology faculty member will receive 22 instructional days + 2 non-instructional days per year (for a total of 197 contract days) for the teaching and management of the summer FBL course and receive up to 2 additional instructional (for a total of 199 contract days) days per year for teaching and managing students enrolled in FBL courses in addition to regular program curriculum. Total contracted days to be determined prior to fall quarter each academic year.

(ii) Culinary. One regular full-time program faculty member will receive a \$1500 stipend for the coaching of an ACF Student Competition Team (e.g., hot food, knowledge bowl, etc.) in the years in which faculty choose to build a team and compete. In years when funding is available through an existing Perkins grant, the college will fund up to an additional \$2,000 toward the stipend. This additional funding is contingent on grant fund availability. Any funding up to the maximum \$3,500 will include both employer and employee benefits so the gross salary to the faculty will be less than the total funded amount. The stipend will be paid at the end of the competition cycle.

(iii) Dental Assisting. The basic contract for regular, full-time Dental Assisting faculty will provide 1020 primary instructional function hours within 165 contact days plus those additional days all faculty are contracted to work under the Agreement. The Dental Assisting full-time contracts will continue to reflect the higher teaching workload for faculty hired before October 2004.

- Instructional hours will be increased or decreased on any given workday to accommodate this condensed format.
- Current regular, full-time Dental Assisting faculty will not be reduced in rank or salary as a result of this change.
- Nothing in this Section will prohibit the College from hiring additional faculty to teach in the Dental Assisting program using the standard faculty contract described in Section 6.3.

(iv) Fisheries. Two regular program faculty will each receive a \$3,200 annual stipend for hatchery operation and hatchery fish management, to be paid in the last pay period of the contract year. This stipend covers fish care (e.g., night releases, holiday fish care, etc.) and hatchery management outside of normal operating hours. This stipend will be funded in part of the full proceeds of hatchery carcass sales.

Faculty may report and be compensated for emergency care hours at the standard non-instructional rate. “Emergency” refers to events that endanger the lives of hatchery fish outside of normal operating hours.

Faculty compensation for special projects and emergency follow-up (as soon as practical) outside of normal operating hours will be pre-determined on an as needed basis in cooperation with the College. Special projects include facility repairs or upgrades necessary to meet state and federal hatchery compliance, and such other tasks as may be mutually agreed upon by faculty and administration.

(v) Nursing. Regular full-time program faculty will have an annual average contact hour range of 18 – 20 hours per week.

(vi) Radiologic Technology

The regular and annualized faculty instructional assignments shall consist of:

- the number of student contact hours for lecture and lab courses;

- student contact hours for clinical supervision calculated at one (1) hour per student per week, plus five (5) hours of travel per week. Student count shall be based on 10<sup>th</sup> day enrollment in the clinical course.

If the clinical supervision workload contact hour calculation plus the lecture and lab content hour total exceeds the maximum contractual instructional contact workload per quarter, supplemental hours for clinical supervision shall be assigned. Regular faculty shall have first option for additional hours up to 100 hours, with the remainder to be assigned to adjunct faculty. The quality of the program cannot be jeopardized, and situations may arise that make adjunct assignments impractical or difficult to fill. In those instances, the Dean and faculty will collaborate and mutually agree such that the needs of the program are addressed.

For Summer Quarter, generally scheduled as an eight-credit, five and one half week clinical course of 10-14 enrolled students per faculty, the following terms will be applied for assigning regular and annualized faculty:

- Regular or annualized faculty shall receive compensation of \$7,800.00 plus mileage reimbursement per state guidelines. Faculty will manage their summer clinical site supervision visits as they deem appropriate.
- Enrollment that falls below 10 enrolled students per faculty will be evaluated by the College for cancellation or an adjusted rate negotiated between the College and the BEA.
- If the summer Quarter instruction deviates from typical scheduling and credit load, an adjusted rate will be negotiated between the College and BEA.

The Radiologic Technology Coordinator position shall consist of sixteen (16) additional days annually, compensated at a per diem rate, and scheduled at five days each for Fall, Winter and Spring Quarters, and one day for Summer Quarter. The Dean and Coordinator can mutually agree to modify the breakdown of hours per quarter for coordination, not the annual total, prior to the issuance of the annual contract.

d) Related Terms. Programs in the Contact Hour Model wishing to move from contact hours to credits shall work with their dean to identify a transitional plan.

(i) Assignments with Additional Credits or Contact Hours. Faculty who accept an assignment from their supervisor beyond the contact hour or credit-based maximums in Sections 6.4.3(a) and (b) above will receive workload support. The faculty member and dean will cooperatively determine the appropriate support from the options below:

- Lab tech/instructional tech to assist with lab tasks.
- Stipend or release time to manage essential programmatic tasks.
- Teaching assistant or clerical support to assist with program-specific tasks.
- Compensation commensurate with the agreed upon additional duties or course load.
- Other support as determined by the faculty and dean.
- The parties acknowledge a faculty member may elect to forego support.

The type and/or degree of support (e.g., amount of release time, stipend, etc.) will be determined cooperatively with the intent to provide sufficient support to address the overload. Disputes concerning the type and/or degree of support will be resolved by a final determination of the College President.

(ii) Assignments with Additional Program Responsibilities. Faculty with annual program responsibilities that warrant relief may request from their dean the additional support described in paragraph (i) above. Where there is a dispute between a faculty member and his/her unit administrator about the type and/or degree of support, that dispute will be submitted to a group consisting of two management representatives selected by the College and two faculty members selected by the Association. In the event the group is unable to resolve the dispute, then the final determination of the type and/or degree of support will be made by the College President.

## **6.8 Instructional and Related Professional Duties.**

### **Primary Responsibilities**

- Deliver instruction in venues such as classroom, shop, lab, clinical, or field-based in face-to-face and distance modalities.
- Maintain student records and reports, complete lesson planning and grading.
- Develop, maintain and update routine program and course curriculum and class schedules.
- Perform course, lab, shop, safety & maintenance activities and provide monitored open lab for students.
- Hold posted office hours subject to contract provisions.
- Advise new and enrolled students.

### **Reporting Responsibilities** (due dates determined by VPAASL)

- Complete annual effectiveness plan and report.
- Complete annual learning outcomes plan and report.
- Engage in professional development and maintain professional technical instructor certification.

### **Secondary Responsibilities**

- Participate in college and program promotion and/or student recruitment and retention activities.
- Lead or participate in program and college budgetary and purchasing activities.
- Participate in tenure, shared governance, college planning, all-staff, division, and program related meetings and committees; attend major college events when scheduled.
- Engage in business, industry, community networking as well as participate in advisory committee recruitment and meetings.
- Conduct research.
- Stay current in instructional techniques, practices, and prevailing field technologies.
- Participate in grant development and/or implementation.
- Mentor new faculty.

Supervisors will work collaboratively with their faculty to determine annual priorities and specific workload, which will vary depending on the needs of the program. Disputes concerning these priorities and workload will be addressed through the process described in 6.7.3.d.ii.

## **6.9 Class Size.**

Class size for face-to-face instruction will be determined based on factors such as available classroom space, laboratory requirements, equipment availability, student and staff safety, budget, curriculum delivery, and accreditation requirements. The determination as to the capacity of programs and courses shall be established by the Vice President of Instruction with input from faculty and appropriate advisory committees.

## **6.10 General Education.**

There shall be no less than one full-time, tenure track position in each of the three related instructional areas: Humanities, Mathematics, and Social Sciences.

## **6.11 Work-Site Instruction (Internships).**

Courses or programs that include work-site instruction and involve one (1) or more hours per week of group meeting time either face-to-face or online (lecture/lab) will be included in the faculty member's workload based on the calculated contact hours for the credits associated with the lecture/ lab component of the course or program. Faculty will be paid \$250 per student for work-site instruction. Such courses will be brought to Instruction Council for review of the lecture/lab/work-based credit distribution of the class.

# **ARTICLE 7 – LEAVES**

## **7.1 Illness, Injury and Emergency Leave.**

7.1.1 At the beginning of each contract year each regular faculty member shall be credited with an advance illness, injury and emergency leave allowance of twelve (12) days with full pay. Illness, injury and emergency leave that is not used during a contract year shall accumulate from year to year in accordance with state law. Faculty members leaving the employment of the College during a contract year, and who have used more illness, injury and emergency leave than they have accrued and/or carried forward from prior years, shall have any used illness, injury and emergency leave that was not earned deducted from their final pay warrant.

7.1.2 Illness, injury and emergency leave may be used for the following purposes:

- a) The faculty member's own illness, injury or disability (including disability due to pregnancy or childbirth);
- b) The need to care for a child under eighteen (18) years of age with a health condition requiring treatment or supervision, or an older child incapable of self-care;
- c) The need to care for the faculty member's spouse, domestic partner (who is registered with or recognized as a domestic partner by the State of Washington pursuant to RCW

26.60), parent, parent-in-law or grandparent with a serious health condition or emergency condition;

d) Medical or dental appointments for the faculty member or a dependent child; and

e) Emergencies which, for purposes of this section constitute situations for which pre-planning by the faculty member was not possible, that are serious, essentially unavoidable, and of major importance. This subsection is not intended to permit the use of sick leave for absences that are merely for the faculty member's convenience, or to extend holidays or vacations where the faculty member does not face a situation beyond his or her control.

7.1.3 Accumulated illness, injury and emergency leave and all transactions concerning an employee's illness, injury and emergency leave days will be posted on the payroll stub of each check for that pay period.

7.1.4 Regular part-time faculty will be credited with a number of illness, injury and emergency leave days prorated to reflect the percentage of a full-time contract they are contracted to teach.

7.1.5 Regular faculty members who have signed a contract but are unable to perform work at the beginning of the contract year shall be granted their full allotment of illness, injury and emergency leave for the contract year.

7.1.6 Faculty members shall, when possible, give notice to the appropriate dean or administrator not later than 7:00 a.m. of a day on which the faculty member must use illness, injury and emergency leave. If the absence is for consecutive days, the appropriate dean/administrator should be notified of the probable date of return.

7.1.7 In cases of absences due to illness or injury of five (5) or more consecutive work days, or a pattern of habitual illness where there are reasonable grounds to suspect sick leave abuse, the College may require a faculty member to provide a note from a licensed health care provider documenting the need for illness, injury or emergency leave. If a licensed health care provider's statement is required, the faculty member will need to provide a release signed by a licensed health care provider before returning to work. All health care provider statements are to be forwarded to the Human Resources Director.

## **7.2 Annual Conversion of Illness, Injury and Emergency Leave.**

Faculty members who choose to convert excess illness, injury and emergency leave days to monetary compensation according to sick leave buy back procedures for State employees shall so inform the Human Resources Director in writing during the month of January.

## **7.3 Conversion of Illness, Injury and Emergency Leave Upon Retirement or Death.**

7.3.1 When a faculty member retires or dies while employed by the College, his/her illness, injury or emergency leave shall be cashed out according to procedures set for State employees. For purposes of this section, "retirement" is defined as permanently leaving state employment in all agencies or institutions where the employee would be eligible to accrue sick

leave and participate in the state sick leave buy-back program, and meeting either of the following conditions:

- a) Receiving a monthly retirement benefit from a State-approved retirement plan; or
- b) Having attained age 55 and having 20 years of state service that qualifies for a State-approved retirement plan, even though the employee does not immediately begin receiving a monthly retirement benefit.

7.3.2 Adjunct faculty who retire under one or more retirement plans listed above may be eligible for subsequent cash-out of un-used portions of their sick leave if they reestablish employment status under another retirement plan.

#### **7.4 Family Illness Leave.**

Regular faculty members shall, upon request, be granted a leave of absence with pay for up to three (3) days during a contract year without deduction from their sick leave balance when such absence is occasioned by the illness of immediate family. Immediate family shall include: children, spouses, parents, stepparents, siblings, corresponding in-laws, grandparents or any member of the immediate household. Family illness leave is non-cumulative.

#### **7.5 Parental Leave.**

Upon the birth of their child, regular faculty members shall be allowed five (5) days parental leave with pay without deduction from their sick leave balance. Such leave must be taken within ninety (90) working days following the birth of the child, except where a related health problem to the mother or the child is present. In such cases, upon verification of a health care practitioner, the parental leave will be granted beyond the ninety (90) working day limit. Parental leave is non-cumulative.

#### **7.6 Adoption Leave.**

Adoption leave shall be granted with pay on a temporary basis upon application to the College by regular faculty members (either or both parents) to complete the adoption process; provided such leave does not exceed an aggregate of five (5) days in any given year. Such temporary leave may be used for court and legal procedures, home study and evaluation and required home visits by the adoption agency. A regular faculty member adopting a child shall notify the College in writing of the intent to take adoption leave, stating the expected dates of commencement of leave and return to employment, as far in advance as possible. Adoption leave is non-cumulative.

#### **7.7 Leaves Provided by Applicable Statute.**

The College will provide faculty members with family and medical leave, pregnancy disability leave, military leave and other paid and unpaid leave required by state and federal law, including, but not limited to:

- Family and Medical Leave (29 U.S.C. §2601 et seq., and RCW 49.78). The Washington Family Leave Act (WFLA) (RCW 49.78) is repealed and only effective until

December 31 2018 and therefore any reference to WFLA or the provisions of WFLA in this article expire December 31, 2019.

- The Washington Family and Medical Leave Program (RCW 50A.04) is in effect beginning January 1, 2020 and eligibility for and approval of leave for purposes as described under that Program shall be in accordance with RCW 50A.04. In the event that the legislature amends all or part of RCW 50A.04, those amendments are considered by the parties to be incorporated herein. In the event the legislature repeals all or part of RCW 50A.04, those revisions that are repealed are considered by the parties to be expired and no longer in effect upon the effective date of their repeal. Premium withholdings will commence July 1, 2019.

The parties agree to reopen section 7.7 to revisit the paid Washington Family Medical Leave Program (RCW 50A.04) at request of either the College or Association.

- Family Care Act Leave (RCW 49.12.265).
- Pregnancy Disability Leave (RCW 49.60).
- Military Leave (RCW 38.40.060 and 73.16, and 39 USC §§ 4301 et seq.).
- Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
- Leave for Spouses of Deployed Military Personnel (RCW 49.77).
- Leave for Certain Emergency Services Personnel (RCW 49.12.460).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to College policy and procedure.

## **7.8 Disability Leave.**

7.8.1 Disability leave shall be granted for a reasonable period to a regular faculty member who is precluded from performing his/her job duties because of a disability (including those related to pregnancy or childbirth). The disability and recovery shall be as defined and certified by a licensed health care provider, subject to a second opinion at the College's expense and discretion. Disability leave will be administered in coordination with the College's Family Medical Leave Procedure.

7.8.2 Regular faculty members will be required to exhaust any available illness, injury and emergency leave and personal leave as part of an approved disability leave, after which their leave shall be unpaid; provided that faculty members may, upon request, save up to four (4) days of paid leave for the purpose of continuing paid benefits during a month in which leave would otherwise be unpaid.

7.8.3 Faculty members using disability leave for maternity-related disabilities may, at their election, take disability leave in addition to any leave to which they are entitled under the College's Family Medical Leave Act Procedure.



## **7.9 Child Care Leave of Absence.**

Child care leave for newborn infants or newly adopted children shall be granted without pay for a period not to exceed one (1) instructional year, provided the regular faculty member returns at the beginning of a term.

## **7.10 Bereavement Leave.**

Bereavement leave will be granted with pay and without deduction from their sick leave balance for death in the immediate family. Immediate family shall include spouse, parent, child (biological, adopted, foster, stepchild, legal guardian), sibling, domestic partner, stepparent, grandparent, grandchild, parent of either spouse or domestic partner, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or any person living in the immediate household as a member of the family.

In case of death, leave shall be granted as follows: For death of spouse, parent, child, sibling, or domestic partner, five (5) days shall be allowed. For all others, two (2) days shall be allowed. Three (3) additional leave days may be granted at the discretion of the President or designee where extended travel is involved.

## **7.11 Personal Leave.**

7.11.1 Two (2) paid days per year shall be granted to regular faculty members for Personal Leave. Personal leave must be used in whole day increments. Any personal leave taken on a given day will constitute one whole leave day. The leave tracking system will show available leave days in whole day increments (i.e. 1, 2, or 3). One day of unused personal leave may be carried over to the following year up to a maximum of three (3) in any one year. Faculty members will not be required to state a reason for the leave other than the term “personal”.

7.11.2 Personal Leave Days may be used on any contracted days. Faculty members will arrange scheduling of Personal Leave Days with their program administrator or dean.

## **7.12 Jury Duty and Subpoena Leave.**

Regular faculty members shall be granted leaves of absence with pay for jury duty or when subpoenaed to appear in court. The faculty member will be allowed to retain compensation paid to them for their jury service. The College will not be responsible for per diem, or travel expenses under this Section. The faculty member shall notify the appropriate dean when notification of jury or witness duty is received.

## **7.13 Sabbatical Leave.**

7.13.1 Sabbatical leave may be granted for a program directly related to the individual’s area of proficiency; or for study in an area other than one required for certification. The program may include schooling, travel, or research.

7.13.2 The duration of the sabbatical leave shall not exceed one contract year.

7.13.3 A maximum of five (5%) percent of the faculty may be granted sabbatical leave for any contracted year provided suitable replacements can be contracted.

7.13.4 Sabbatical leave may be granted to faculty members who have served at least five (5) years at the College.

7.13.5 Application for sabbatical leave shall be made by March 1 and the applicant shall be notified of acceptance or rejection by April 1.

7.13.6 An employee shall guarantee in writing that he/she will return for the period of time commensurate with the schedule of payment he/she chooses for the duration of his/her leave. If the employee fails to abide by his/her guarantee, he/she shall refund the total amount of the stipend according to one of the following schedules:

- a) No interest shall be charged if repaid in one year; or
- b) A rate of interest at eight percent (8%) shall be charged on the remaining balance if payment is not made within one year.

7.13.7 Payment during the leave shall consist of:

- a) A stipend of fifty percent (50%) of the appointee's salary for that contract year shall be paid if the faculty member guarantees to return for one (1) contract year of teaching at the College.
- b) A stipend of seventy-five percent (75%) of the appointee's salary for that contract year shall be paid if the faculty member guarantees to return for two (2) contract years at the College.
- c) Faculty members on sabbatical leave shall be eligible to participate fully in the existing applicable state insurance programs as referenced in Section 8.4.

7.13.8 Payments will be forwarded to the employee according to the regular payment provisions stated in Section 8.10 of this agreement.

7.13.9 The employee will retain all rights of seniority upon return from sabbatical leave. Credits/PDUs earned under the sabbatical leave plan cannot be applied toward advancement on the salary schedule until the completion of the obligations in accordance with Section 7.13.7(a) & (b).

#### **7.14 Adjunct Faculty Sick and Shared Leave.**

7.14.1 Sick Leave. Adjunct faculty employed on quarterly contracts shall earn sick leave based on their contracted FTEF multiplied by 7.5 for each month they are in active teaching status. At no time shall the total hours of sick leave earned per month exceed 7.5 hours. Adjunct faculty shall accumulate such leave at a rate of one (1) day (prorated) for each calendar month during which they are employed for a contractual day provided the total does not include more than twelve (12) days during any given twelve month period.

a) Leave may be taken only after it has been earned. For the purposes of establishing and maintaining eligibility, spring and fall quarters are considered to be consecutive periods of employment. Leave deductions will be based on the actual time lost. Sick leave may be used only during scheduled work days and may not be applied to periods of time when the faculty member has no teaching assignment.

b) Accrued sick leave may be used for purposes described in Section 7.1.2. In addition, accrued sick leave may be used for bereavement leave on the same terms that leave is available to regular faculty as described in Section 7.10.

c) Adjunct faculty who must be absent shall communicate that fact to the hiring administrator, dean, or coordinator as soon as possible, with a minimum of two (2) hours before the scheduled class or work assignment.

d) Once the adjunct faculty member becomes eligible and is not renewed for any given quarter, the faculty member may be granted unused sick leave when he or she returns to employment. Sick leave will be accumulated and held on record for three (3) years, from the last date of employment at any position. Leave accumulated but not used is lost after a break in service of three (3) or more consecutive instructional years.

e) Absences resulting from illness or accident compensated by the State Workers' Compensation Program shall be handled in a manner consistent with applicable state and federal law, including the FMLA and the ADA.

7.14.2 Shared Leave. Adjunct faculty are allowed to participate in the State's shared leave program as currently administered by the College. If eligible adjunct faculty members, or their family members have an extraordinary or severe health condition, as defined by the College's procedures, they are able to receive donated leave. Adjunct faculty who accumulate more than one hundred seventy-six (176) hours of sick leave can donate leave provided that they maintain a balance of at least one hundred seventy-six (176) hours of sick leave.

7.14.3 Transferability. Adjunct faculty may transfer sick leave balances from another Washington State public technical and/or community college when the College becomes the sole employer. Adjunct faculty must petition to transfer their sick leave balance during the third (3<sup>rd</sup>) quarter following the initial first two (2) quarters in which the College is their sole employer. If simultaneously employed at another Washington State public technical and/or community college, the respective campus' negotiated agreement will apply.

7.14.4 Sick Leave Cash-out. Adjunct faculty are eligible to participate in the State's attendance incentive program as currently administered by the College according to procedures set for state employees and by College procedure.

7.14.5 Conversion Upon Retirement or Death. At retirement or death, eligible adjunct faculty member's sick leave will be cashed out according to procedures set for state employees and by College procedure.

7.14.6 VEBA. Adjunct faculty are not eligible for VEBA.

## **7.15 Other Leaves.**

7.15.1 Exchange Teaching Leave. A leave of absence may be granted for exchange teaching abroad or within the United States. Faculty members while on leave of absence as exchange faculty shall be considered to be in regular full-time attendance in the position from which leave was granted.

7.15.2 Professional Service Leave. Leaves of absence without pay for special service, such as election or appointment to public office, government service, or election to an office in BEA, WEA, NEA, AHE, or NCHE, shall be granted by the College.

7.15.3 Professional Study and Occupational Experience Leave. The College may grant a leave of absence without pay for up to one (1) year to any faculty member who has completed three (3) full years of service at the College for study, research or updating occupational skills and related travel. The course of study or occupational experience to be pursued shall be presented to the President of the College. When this leave is granted, the absence shall not be construed as a break in service.

7.15.4 Special Leave. Nothing contained herein shall prohibit the College from granting a request for leave or an extension of an already granted leave for a faculty member, which leave is not specifically identified in the above enumeration, at the College's discretion.

7.15.5 Optional Medical and Dental Coverage. A faculty member on official leave may elect to continue medical and dental coverage at the faculty member's own expense subject to the terms and provisions of the State Employees Benefits Board.

7.15.6 Association Leave. Up to twenty-five (25) days of leave shall be available each academic year to the Association for use by bargaining unit employees designated by the Association to conduct Association business, attend Association related meetings, conferences, etc. Up to an additional twenty-five (25) days shall be available each academic year to the BEA Faculty President and/or designee. Additional days may be approved by the College President.

The Association shall reimburse the College for a substitute or at the employee's hourly rate of pay, whichever is applicable to the circumstances, when Association leave does not involve meetings with College administrators concerning matters related to this collective bargaining agreement. When Association representatives participate in negotiations, grievance hearings, or other labor-management meetings or activities with the College administration during working hours, these representatives shall suffer no loss in pay.

7.15.7 Leave Sharing. Faculty members may donate sick leave to a fellow employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. Any such donation of sick leave shall be subject to the terms and limitations of applicable state law and College policy.

#### 7.15.8 Unpaid Holidays for a Reason of Faith or Conscience.

a) Leave without pay will be granted for up to two (2) workdays per calendar year for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church or religious organization. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the College as defined by WAC 82-56.20 or the employee is necessary to maintain public safety. "Workdays" is defined as leave hours used in whole day increments (e.g., three (3) hours used is considered one of two (2) workdays used in the calendar year).

b) The College will allow faculty members to use their accrued personal leave day(s) in lieu of leave without pay. All requests to use personal leave must indicate the leave is being used in lieu of leave without pay for a reason of faith or conscience. Leave used by faculty that have used all their accrued personal leave days will be leave without pay. Faculty that do not accrue paid personal leave days to use during their contracted assignment period will be granted leave without pay for the purpose of the Section.

c) Faculty will only be required to identify that the request for leave is for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization.

#### **7.16 Reemployment Upon Return from Leave.**

Upon return from leave provided under this Article, a faculty member shall be placed in the position last held. If the position last held by the returning faculty member no longer exists, he/she shall be entitled to exercise the rights provided in Section 10.3, Reduction in Force.

#### **7.17 Using Leave During Summer Quarter.**

Illness, Injury, Emergency, Bereavement, and Personal Leave may be used by faculty members under contract during summer quarter. Only contracted faculty members who have accrued leave are eligible for this benefit.

### **ARTICLE 8 – SALARIES, STIPENDS AND BENEFITS**

#### **8.1 Provisions Governing Placement and Advancement.**

8.1.1 Faculty will be hired pursuant to WAC 131-16, Washington State Community and Technical College Personnel Standards.

8.1.2 Initial Placement on Salary Schedule. The College's Salary Schedule for full-time faculty is attached as Appendix A. The College will determine the initial placement of a newly hired faculty member on the Salary Schedule based on a consideration of his or her professional qualifications and relevant experience.

8.1.3 Advancement on Salary Schedule.

a) Advancement will be contingent upon fulfilling professional development requirements as set forth by the State Board for Community and Technical Colleges and/or the College.

b) Annually-contracted faculty members will receive experience credit for each contract year completed.

c) Advancement on the salary schedule by acquisition of additional Professional Development Units (PDUs) will be made once a year during fall quarter. Documented proof of eligibility for advancement shall be presented to the Vice President of Instruction by October 1. The Vice President of Instruction, upon receiving such documentation shall provide the faculty member with written receipt acknowledging the faculty member has fulfilled their procedural responsibility for advancement. Responsibility for processing advancement shall then be considered transferred to the College. Verification of advancement on the Salary schedule shall be confirmed by the College no later than November 1 of that year.

(i) Professional Development Units Defined

Activity	One PDU Earned by Completing
(a) Pre-planned, pre-approved work experience outside of regular college teaching or counseling.	40 hours
(b) Credit/clock hour courses from an accredited university or college in compliance with Professional Development Plan.	1 quarter credit, 2/3 semester credit, or 10 clock hours
(c) Pre-planned, pre-approved participation in occupational conference, seminars, workshops, and symposiums (cumulative).	20 hours
(d) Pre-planned, pre-approved independent research and development activities and in excess of normal contractual obligations.	40 hours (plan & documentation is evaluated by the Vocational Administrator)

No more than 10 Professional Development Units in any one category shall apply for movement on the salary schedule.

(ii) PDU Approval. Professional development activities equaling greater than 0.5 professional development units must be approved by the program dean or direct supervisor. Pre-approved professional development units shall apply to advancement on the salary schedule. Professional development units for advancement on the salary schedule may be post-approved by the program dean or direct supervisor at their discretion.

All requests for PDU activities that include a request for the expenditure of college funds or absence from their regular college assignment require prior approval by the program dean, or direct supervisor. Professional development activities of 0.5 PDU or less, which are consistent with the faculty member’s current Professional Development Plan and which do not include any

expenditure of College funds or absence from their regular college assignment, may be submitted with appropriate documentation for PDU consideration.

(iii) Appeal Process. The program dean/direct supervisor may deny the approval of the PDU activity if deemed inappropriate or inconsistent with the faculty member's current Professional Development Plan.

1. The faculty member requests a hearing by a Professional Development Appeals Committee. The Professional Development Appeals Committee shall be comprised of two (2) faculty members appointed by the Association and two (2) administrators appointed by the College. If one of the committee members is directly involved in the dispute, a substitute will be chosen for that hearing.

2. If the faculty member is not satisfied with the Professional Development Appeals Committee's findings or the Committee cannot reach a consensus, the faculty person can then take the appeal to the President for consideration. The final decision rests with the President.

3. In order to insure a timely process, five (5) working days is the expected interval between each step.

#### **8.1.4 Compensation**

##### **8.1.4.a Increments**

The College will pay the salaries established in the salary schedule. Salary schedule increments for these faculty members will be funded at 100% unless prohibited by the Appropriations Act. It is the intent of the parties that, annually, all legislative funds allocated for faculty increments, and funds not prohibited by the appropriations act shall be used to fully fund increments.

##### **8.1.4.a(i) Increments for Soft-Funded Positions**

Faculty members in soft-funded (positions not funded through State appropriations) will receive increments funded at the same percentage rate as faculty working in state-funded positions. No State funds will be used to fund increments for soft-funded positions.

##### **8.1.4.b. Initiative I-732, Cost of Living Adjustment (COLA)**

In the event the Legislature approves a cost-of-living increase based on Initiative 732, or for faculty during the terms of this Agreement, all money appropriated to the College to increase faculty compensation will be used for that purpose unless prohibited by the legislative appropriations. In the event the Legislature restores funding of the salary increases included in Initiative 732, the College will fully fund such salary increases. Cost-of-living salary increases will be provided in the form of an equal percentage salary increase for all faculty.

#### 8.1.4.c. Recruitment and retention salary enhancement

In an effort to improve the recruitment and retention of faculty, the College will provide the following recruitment and retention salary enhancements to regular and annualized faculty.

- Effective September 1, 2022, **Non-Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of five percent (5%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above five percent (5%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Effective September 1, 2022, **Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus one-half of one percent (.5%) applied to the base wage, up to a maximum of five percent (5%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above five percent (5%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Adjust Appendix B: Adjunct base pay to be adjusted by RCW 28B.40.465 COLA amount.
- Fisheries and Aquaculture and Vet Technology Faculty positions will be eligible for the High Demand Premium Pay.
- Effective September 1, 2023, **Non-Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four and one-half percent (4.5%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above four and one-half percent (4.5%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Effective September 1, 2023, **Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus one-half of one percent (.5%) applied to the base wage, up to a maximum of four and one-half percent (4.5%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above four and on-half percent (4.5%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Adjust Appendix B: Adjunct base pay to be adjusted by RCW 28B.40.465 COLA amount.



- Effective September 1, 2024, **Non-Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus two percent (2%) applied to the base wage, up to a maximum of four percent (4%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above four percent (4%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Effective September 1, 2024, **Nursing Regular Faculty**: Each employee shall be provided an annual salary cost-of-living increase in accordance with RCW 28B.40.465, along with any additional wage or benefit increases funded by the State of Washington; plus one percent (1%) applied to the base wage, up to a maximum of four percent (4%). If the cost-of-living increase pursuant to RCW 28B.40.465 is above four percent (4%), then the base wage of each employee will increase only by the cost-of-living increase percentage funded by the State.
- Adjust Appendix B: Adjunct base pay to be adjusted by RCW 28B.40.465 COLA amount.

#### 8.1.4.d. Premium Pay

In an effort to improve the recruitment and retention of faculty, premium pay may be provided to specific RIF units as agreed upon by the College and Association. Premium pay has specific funding sources and will be provided if funding is specifically appropriated to the College. In the event the legislature increases or reduces funding for specific premium pay, the parties will reopen this agreement to negotiate the impact of the change. If specific premium pay funding is eliminated, the College will cease providing that premium pay.

#### 8.1.4.d(i) Nursing Premium Pay

Exclusively contingent upon State funding appropriated to the College from the State through the Workforce Education Investment Act of 2019, part IV section 5(4), for the purpose of increasing nurse educator salaries, nursing faculty within the RIF unit will receive premium pay, prorated based on the faculty member's percentage of full time, paid in equal parts across all paychecks. Premium pay will be provided based on the placement in years of experience rows on the BEA salary schedule, as follows:

- Rows 0-7 = \$16,000
- Rows 8-12 = \$18,000
- Rows 13-16 = \$21,000

#### 8.1.4.d(ii) High Demand Premium Pay

Exclusively contingent upon State funding appropriated to the College under the Workforce Investment Act of 2019, part IV section 5(5), for the purpose of increasing salaries for faculty in disciplines determined to be high-demand, faculty teaching within eligible RIF unit will annually receive premium pay in an amount determined prior to fiscal year 2020-21.

The parties agree to reopen contact section 8.1.4.d(ii) at the earliest practicable date to negotiate the amount of premium pay for high-demand faculty and to determine which RIF units qualify. The amount of funds negotiated during the reopener will fully utilize but not exceed the available High Demand funds appropriated to the College, inclusive of funds used in section 8.1.4.c.

#### 8.1.4.d(iii) Premium Pay for Non-high Demand

Premium pay in the amount of 50% of High Demand payment for non-high demand, non-nursing regular and/or annualized positions. This is funded locally, however, if the state premium pay for high demand funding is eliminated, the College will cease providing all premium pay.

#### 8.1.4.e. Other Legislated Increases

In the event the legislature approves a salary or benefit increase for faculty during the term of this Agreement, all money appropriated to the College to increase faculty compensation will be used for that purpose unless prohibited by the legislative appropriation. These increases will be provided in the form of an equal percentage salary or benefit increase for all faculty members.

### **8.2 Stipends for Non-Instructional Activities.**

Regular faculty members may accept an assignment to perform non-instructional duties in addition to the faculty members' assigned workload. Faculty members will receive separate contracts for any such additional employment, which will describe the expectations of the assignment and the compensation to be paid. Compensation will be set by agreement between the unit administrator and the faculty member. The minimum rate of compensation will be \$26 per hour for the anticipated number of work hours, but the unit administrator and faculty member may agree to a higher rate.

### **8.3 Stipends for Adjunct Faculty.**

Adjunct faculty may accept an assignment to perform additional work not included in their contract. Adjunct faculty will receive a stipend for any such work in an amount to be determined by an estimate of the work involved. The faculty member's supervisor must approve the stipend prior to work beginning; the stipend will be paid after the completion of the work. Adjunct faculty will not be asked to perform duties beyond those described in their contract or in the scope of any additional stipend.

#### **8.4 Compensation for Summer Instruction.**

Regular annually contracted faculty who accept a summer contract will be paid at the Enhanced Teaching Rate for their comprehensive contact hours.

#### **8.5 Compensation for Non-Class Instructional Activities.**

8.5.1 Field-based learning: Regular faculty who are assigned to administer work-site instruction opportunities that involve less than one (1) hour per week of group meeting time (lecture/lab) will be paid \$250 per student. Payment for internships is made upon submission of grade.

8.5.2 Independent Studies: Faculty who facilitate independent study classes will be paid \$55 per credit, per student. Independent study classes will be offered only upon supervisor approval. Payment for independent study classes is made upon submission of grade.

8.5.3 Academic Credit for Prior Learning (ACPL): Faculty who build an assessment for college-level ACPL will be paid \$104 per assessment. Faculty who administer a college-level ACPL assessment will be paid \$52 per administration. Faculty who review a college-level ACPL portfolio will be paid \$104 per review.

#### **8.6 Payroll Deductions.**

8.6.1 Deductions may be made from the salaries of faculty members of the College when a minimum of ten percent (10%) of the group so request. Organizations for which such deductions are being made are:

- a) Education Association's dues, representation fees (in accordance with Section 3.2);
- b) Tax shelter annuity programs; and
- c) Insurance programs.

8.6.2 Deductions may also be made for contributions to the Combined Fund of the State of Washington.

8.6.3 Deductions for each of the organizations listed above will be made when the College receives:

- a) Signed application from the employee authorizing deduction; and
- b) Monthly statement from the organization listing each faculty member for whom a deduction is to be made and the amount of each deduction.

#### **8.7 Insurance Benefits.**

8.7.1 As a Washington State agency, the College agrees to provide and pay premiums for all basic benefits offered through the Public Employees Benefits Board (PEBB) and the Health

Care Authority (HCA). These include medical, dental, basic life, and long-term disability insurance coverage to eligible employees.

8.7.2 Adjunct Faculty Benefits. Adjunct faculty under quarterly agreements may participate in those plans offered by the Public Employees Benefits Board in accordance with the eligibility rules established by the Public Employees Benefits Board.

## **8.8 Termination/Retirement.**

Employees who leave the College or retire are eligible to continue medical/dental benefits through the federal COBRA laws. Other conversions for life insurance may be available. Full information about Public Employee Benefits Board (PEBB) benefits and retirement will be made available in the Human Resources Office.

## **8.9 Payment Provisions.**

8.9.1 All contracted employees may elect to receive their annual salary calculated on ten (10) or twelve (12) months. If the option of twelve months is chosen, the employee will receive a balloon payment at the end of the contract period. A statement authorizing the twelve month calculation, balloon payment method, must be signed and on file in the Human Resources Office by September 15. If no statement is on file, payment will be per 8.10.2. Changes are effective only at the beginning of each academic year and will not be changed once the first payment has been processed.

8.9.2 Pursuant to RCW 42.16, annual paydays shall number twenty (20) per regular academic year, and four (4) for summer session, for full-time faculty irrespective of expansion or contraction of the academic calendar established.

8.9.3 In the event of a mistake in payment resulting in underpayment, corrections shall be made on the succeeding payroll warrant; provided that the error is brought to the attention of the business office by the first of the month following payments made on the 25th, and by the 15th of the same month for payments made on the 10th. When an overpayment is made, at least two (2) pay periods must be paid at the faculty member's full correct rate before repayment deductions can be taken from the faculty member's check. Cumulative errors shall be corrected at the rate they accumulate. The balance owed the College, as a result of overpayment, shall be deducted from the final check received by the separated faculty member.

8.9.4 All compensation owed to a faculty member who is leaving the College shall be paid in the succeeding payroll period.

8.9.5 There shall be no statement of conditions as a part of payroll checks or warrants issued to faculty members which requires the faculty member's endorsement or acceptance prior to or at the time said payroll check or warrant is cashed.

8.9.6 Early Separation Notification: In order to provide for an orderly transition upon the separation of regular faculty members, the college will provide a one-time payment to those faculty members who provide a written notice of their intent to separate by November 30 of the current academic year. This notice must be submitted to Human Resources. To be eligible for

this stipend, the faculty member must have at least five (5) consecutive years of full-time faculty employment at BTC by January 1 of the current academic year. The effective date of separation must be the last day of the faculty member's current contract. The payment of the stipend in the amount of \$500 (minus applicable taxes) will be made to the employee in a lump sum in their final paycheck.

Instructors whose contracts do not coincide with the instructional calendar may make a request to the College President for an alternate timeline. Once the College has received the notice to separate, the separation cannot be revoked, unless agreed upon by the President.

8.9.7 Faculty hired as annualized or temporary faculty, will be placed at their appropriate position on the salary schedule effective the first day of employment and will be subject to all terms and conditions of this Agreement.

#### **8.10 Travel.**

Faculty members utilizing their private automobiles to travel to out-of-town approved seminars and workshops shall be compensated at the rate allowed by the State of Washington.

#### **8.11 Stipend for Doctoral Degree for regular or annualized faculty**

Each full-time, regular faculty member who holds an earned doctoral degree in any discipline will receive an annual \$4,000 stipend, paid in equal parts across all paychecks. Part-time regular faculty members who hold an earned doctoral degree in any discipline will receive a prorated portion of the \$4,000 commensurate with their FTE paid in the same way. Part-time regular faculty who also work moonlight contracts as adjuncts will receive \$250 per applicable course, up to \$4,000 total payment (regular and adjunct work) in a year. The calculation year resets beginning with summer quarter, immediately after spring quarter has concluded.

#### **8.12 Tenure Payment.**

Upon granting of tenure, a regular faculty member will receive a one-time payment equal to three percent (3%) of their base pay. The payment will be included in the first payroll cycle of the academic year in which the award of tenure takes effect.

### **ARTICLE 9 – CURRICULUM DEVELOPMENT & DISTANCE LEARNING**

#### **9.1 Curriculum Development**

9.1.1 Curriculum Development Compensation Evaluation. When new programs or new courses are developed, when significant redesign of programs or courses occurs, or when eLearning components are added to a course, the College will support this development through stipends or classroom release time. Curriculum Development Support Applications will be completed by faculty/counselors and submitted to their dean/supervisor. The dean/supervisor will review and discuss the request with the faculty member and finalize the stipend. This request will assist the College in providing support to the faculty member. Deans/supervisors will evaluate the request for compensation based on all or some of the following:

- a) Is the curriculum development/modification beyond the regular responsibilities of the faculty member?
- b) Is this development a College priority that will move the College forward in its strategic goals?
- c) Will this development expand the number of students who can enter this program/course?
- d) Is this new development/revision needed for the health of the program/course?
- e) If a hybrid course, what is the amount of off-campus time for students, what are the hybrid activities and what on-campus space release will be a result of development?
- f) Curriculum projects will be funded based on resources available.

There may be curriculum projects that are worthwhile but given limited resources may not be funded according to the above criteria.

9.1.2 Curriculum Development Compensation. To accommodate the development the faculty member will be offered a development stipend, release time, etc. Stipends are paid for completed work. Stipends will be based on:

- a) New face to face course development: \$300 per credit.
- b) New online course development: \$350 per credit.
- c) New online course implementation (first time each new course is implemented): \$100 per credit.
- d) Other types of curriculum changes such as new program development or major program revision will need an estimate of the amount of time required and a stipend will be developed commensurate with that time. The stipend will be developed based on the faculty member's contracted rate.
- e) Hybrid courses – Compensation will be commensurate with the portion of the course that is online using the online course stipend model and that frees campus space (11 hours online = 1 credit = \$350).
- f) Release time commensurate with the cost of the stipend is an option, when requested and available.

9.1.3 Curriculum Development Appeals Process. Disputes over the approval, denial or amounts for curriculum stipends or development will be reviewed through an appeal process.

- a) If the faculty member wishes to appeal the decision, they must write a letter to the Vice President of Instruction stating their appeal and outlining the reason(s) why it is not

consistent with the Evaluation criteria or the Compensation guidelines. The Vice President of Instruction will direct the Curriculum Development Appeal Committee to meet.

b) The Curriculum Development Appeal Committee shall be comprised of two (2) faculty members appointed by the Association and two (2) administrators appointed by the College. If one of the committee members is directly involved in the dispute, a substitute will be chosen for that hearing.

c) If the faculty member wishes to appeal the decision, they must write a letter to the Vice President of Instruction stating their appeal and outlining the reason(s) why it is not consistent with the Evaluation criteria or the Compensation guidelines. The Vice President of Instruction will direct the Curriculum Development Appeal Committee to meet.

d) The Committee will meet and review the appeal and may request the faculty member and/or dean/supervisor to testify.

e) If the faculty member is not satisfied with the Curriculum Development Appeal Committee's findings or the Committee cannot reach a consensus, the faculty person can then take the appeal to the Vice President of Instruction.

f) If the faculty member is dissatisfied with the Vice President of Instruction's decision, the faculty will appeal that decision with the appeal letter to the President. The President's decision is final.

g) In order to insure a timely process, five (5) working days is the expected interval between each step.

A list of all funded and unfunded requests with dollar amounts will be provided to the Association upon request. A joint labor management committee will be convened when requested by either party to review issues related to the list.

## **9.2 Distance Learning**

### **9.2.1 Distance Learning Definitions.**

a) Online learning shall mean a mode of instruction that fully displaces face-to-face mode of instruction.

b) Hybrid learning shall mean a mode of instruction where at least 20% (preferably more) of the face-to-face content is displaced with online learning (eLearning).

c) Flex classes shall mean a mode of instruction where content is offered in a combination of in-person and online modes, where the in-person is also available online.

d) Hyflex classes combine a face-to-face class with an online class (clustered for enrollment purposes).

### 9.2.2 Distance learning Course Development Assignments.

a) When a new or existing course is selected to be developed as a distance learning course, existing faculty members in the program or area for which the course will be offered shall be granted the first opportunity to develop the course. Preference will be given to full-time faculty members who request to develop the course, have taught the face-to-face version recently, and who have integrated online technology into that course. If no full-time faculty members wish to develop the course, the development opportunity may be offered to an adjunct faculty member in consultation with the program(s) or area(s). The developer of a course is expected to teach a section of the course when next offered.

b) The development and delivery of distance learning courses and materials shall not be used to reduce or eliminate academic employee positions within the college

9.2.3 Distance Learning Course Instruction Assignments. The developer of a new or newly converted distance learning course is expected to teach that course the first time it is offered. For existing distance learning courses, current faculty members in the program(s) or area(s) in which the course is offered will be given the first opportunity to teach the course. Preference will be given to full-time faculty members who desire to teach the course. If no full-time faculty members wish the assignment, the course will be assigned to adjunct faculty in consultation with the program(s) or area(s).

### 9.2.4 Workload.

a) The maximum standard enrollment for on-line courses shall be twenty-six unless a smaller enrollment is required for curricular or pedagogical reasons (e.g., writing intensive courses). Faculty who accept students beyond twenty-six in an on-line course will receive an additional payment of \$115 per student for each student beyond twenty-six using the tenth day enrollment. Acceptance of the additional students shall be at the discretion of that course section instructor. Overloads beyond five (5) must also receive approval from the dean. Consideration of a reduced class capacity will be given to faculty teaching online for the first time.

b) The maximum standard enrollment for Hyflex courses will be twenty (20) students, no more than fifteen (15) of whom can be enrolled in either modality. Hyflex courses will only be offered where content for both the online and face-to-face sections have been fully developed and are ready for the faculty member to deliver. An instructor teaching a Hyflex course will be given latitude to deliver the face-to-face content using content from the online course to minimize duplication of effort. Faculty may decline to teach a course in Hyflex mode, with the understanding that the course may not be allowed to run in a different modality due to enrollments.

c) The ratio of credits to hours for online courses shall be the same for distance learning courses and their equivalent face-to-face course. The different methods of instruction of distance learning courses shall not be calculated in such a way that a distance learning course has a base compensation rate lower than the face-to-face equivalent.



9.2.5 Location of Work. Faculty members teaching or developing distance learning courses or materials may work from remote locations such as their homes and do not need to be present on campus. Faculty are expected to be on campus for scheduled face-to-face sessions, to attend meetings and perform other work on campus as their duties require. Faculty teaching distance learning will submit a schedule to their respective dean or supervisor at the beginning of each quarter; any conflicts or issues regarding the schedule will be resolved between dean/supervisor and faculty.

9.2.6 Distance Learning Curriculum Management. Decisions related to the development or re-development of distance learning course content shall be made in consultation with the programs and faculty in the programs and areas to which those courses belong. No online course shall be deployed with learning outcomes that do not correspond to the face-to-face course. Tenure or tenure-track faculty in the associated program or area will determine the learning outcomes required for equivalency to be established. Course equivalency concerns/conflicts or faculty competency concerns within departments will work through normal department processes involving faculty and administration.

9.2.7 Distance Learning Content Licensing. The College and the Association recognize that we build upon the investments and contributions of colleges and faculties who develop distance learning materials around the world and acknowledge the growing trend toward openness for teaching and learning materials. Therefore, the College will investigate the process, pros and cons of licensing distance learning materials and course content developed with College funding or a combination of College funding and faculty independent effort with a Free/Libre and Open license.

## **ARTICLE 10 – OTHER TERMS & CONDITIONS OF EMPLOYMENT**

### **10.1 Employees' Facilities.**

10.1.1 College facilities for use of faculty members will include the following, subject to available space, physical limitations, and financial resources:

- a) Work area containing equipment and supplies necessary for instruction;
- b) A faculty room equipped with a telephone; and
- c) A designated dining area.

10.1.2 The College will make a good faith effort to provide well-lighted and clean building faculty restrooms, separate from student restrooms, subject to building limitations.

10.1.3 No faculty member will be required to hold classes under conditions that are a clear and present danger to the health and safety of the students and faculty. Said condition will be immediately reported to the appropriate dean or administrator.

## **10.2 Professional Development Plan and Professional Technical Certification.**

10.2.1 Required In-Service. Required paid in-service courses shall be provided at no cost to the faculty.

10.2.2 Professional Development. The Professional Development process shall be faculty-centered and the conditions set forth in this Agreement are established to foster continued professional growth.

10.2.3 Professional Development Plan. All faculty at the College must complete a self-assessment based on the professional technical faculty skill standards. All regular faculty must have a current, approved Professional Development Plan in their professional development file. The Professional Development Plan will cover the year(s) of the faculty member's professional technical-certificate and/or evaluation process schedule. The Professional Development Plan, developed by the faculty member in cooperation with the program dean, should present a pattern of professional development activities which will not only meet certification requirements, but also reflect a plan for the mutual benefit of the faculty member, the students, and the mission of the College. Recommendations of the appropriate advisory committee may be taken into consideration for professional development activities to be included in the Professional Development Plan. The Professional Development Plan includes activities and outcomes based on the self-assessment. The plan will be reviewed and revised in conjunction with the faculty evaluation process and/or certification process (if applicable). The Professional Development Plan will be approved by the program dean and the Vice President of Instruction.

Plans may be revised to meet the changing needs of the program and/or department and the faculty member through mutual agreement between the faculty member and the program dean/or direct supervisor.

10.2.4 Professional Development Certification. Professional technical initial certification and certification renewal is guided by WAC 131-16-092-094. Pre-approved professional development activities are required.

a) Initial Certification. As defined in the WAC, initial certification is over a period of three years. Requirements are outlined in the College's certification procedures. Professional development activities for certification may be post-approved by the program dean/or direct supervisor at their discretion. All requests for professional development activities that include a request for the expenditure of college funds or absence from their regular college assignment require prior approval by the program dean, or direct supervisor. The faculty member should expect a response from the program dean or direct supervisor, within five (5) days of the request. The program dean or direct supervisor may allow exceptions to the timeline for activities/events with short notice.

The program dean or direct supervisor may deny the approval of the professional development activity if deemed inconsistent with the faculty member's current Professional Development Plan. The faculty member has the right to appeal the denial according to the procedures outlined in the Professional Development Appeals Process.

b) Certification Renewal. At the completion of the certification period, the faculty member will submit a report outlining how they have met the outcomes defined on their plan. The report will be approved by the dean/direct supervisor. Final approval of the report is by the vocational director (Vice President of Instruction).

The faculty member has the right to appeal the denial that they have met the outcomes defined in their plan according to the procedure outlined in the Professional Development Appeals Process.

10.2.5 Professional Development Appeals Process. Disputes over the validity or acceptability of the approval for professional development activities, Professional Development Plan, the report, and/or the professional development documentation may be appealed through the following appeals process:

a) The faculty member requests a hearing by a Professional Development Appeal Committee. The Professional Development Appeal Committee shall be comprised of two (2) faculty members appointed by the Association and two (2) administrators appointed by the College. If one of the committee members is directly involved in the dispute, a substitute will be chosen for that hearing.

b) If the faculty member is not satisfied with the Professional Development Appeal Committee's findings or the Committee cannot reach a consensus, the faculty person can then take the appeal to the President for consideration. The final decision rests with the President.

c) In order to insure a timely process, five (5) working days is the expected interval between each step.

10.2.6 (This language expires June 30, 2023) Each regular faculty member will be reimbursed up to one thousand (\$1,000) dollars for the biennium to defray tuition, registration, travel, lodging/meals, and other related expenses.

If a faculty member is hired to replace a full- or part-time annually contracted faculty member or if a new faculty position is added during the instructional year, the new faculty member will be eligible for the full one thousand dollar initial reimbursement.

Faculty who have exhausted their professional development funds may petition the Vice President of Instruction for additional funds from other available sources to continue their professional development activities.

If by May 15 of the second year of the biennium all of the funds allocated for professional development activities are not encumbered, the balance will be divided on a pro-rated basis among regular faculty members who provide documentation showing that they have incurred additional expenses during the biennium due to participation in approved professional development activities.

Application for additional funding shall be made by faculty by June 1 of the second year of the biennium with reimbursement back to the faculty member on or before the end of that fiscal year.

10.2.6 - Effective July 1, 2023, each fiscal year, a pool of up to \$30,000 will be available for regular faculty members to defray tuition, registration, travel, lodging/meals, and other related expenses.

If a faculty member is hired to replace a full- or part-time annually contracted faculty member or if a new faculty position is added during the instructional year, the new faculty member will be eligible for reimbursement.

Faculty members may initially request up to \$800 per fiscal year, until the pool of \$30,000 is exhausted or by May 1<sup>st</sup>, whichever comes first. Faculty who have exhausted their \$800 allotment may petition the Vice President of Instruction for additional funds from other available sources to continue their professional development activities.

Any remaining balance, as of May 2<sup>nd</sup>, will be divided on a pro-rate basis among regular faculty members who provide documentation showing that they have incurred additional expenses during the year due to participation in approved professional development activities. Application for additional funding shall be made by May 15<sup>th</sup> with reimbursement back to the faculty member on or before the end of that fiscal year.

### **10.3 Reduction in Force.**

10.3.1 The parties recognize the need to involve faculty in exploring alternatives to reductions in force. Therefore, it is the intent of the parties that they will discuss circumstances that may lead to reductions in force at the earliest opportunity. In any case, reductions in force shall be handled according to this Article and the provisions of Appendix E.

10.3.2 The Board of Trustees shall have the authority to lay off faculty members as part of a reduction in force. Sufficient cause for reduction in force shall mean either of the following:

- a) The Board's determination that the best interests of the College require the elimination or reduction of financing or program(s), or
- b) A declaration of financial emergency by the SBCTC, as provided by RCW 28B.50.873.

10.3.3 Notification of Potential RIF. The President will notify the Association of the potential reductions as soon as possible. Unless the reduction in force is caused by a financial emergency declared by the SBCTC, notice will be provided no later than seven (7) weeks before the end of winter quarter. In the event of a reduction in force caused by a declared financial emergency, the College will provide affected faculty members with as much notice as reasonably possible. The notice will include the reasons for the proposed reductions in staff and the number of faculty members the College proposes to lay off.

10.3.4 Employee Consultation and Response. Following notice of a potential reduction in force, the Association representative and three (3) faculty members will have the right to meet with the President, who will provide documentation of and fully explain the reason for the reduction in force. Such meetings shall conclude within twenty-eight (28) calendar days of the

date the Association received notice of the proposed reduction in force. In the event the Association is not in agreement with the proposed RIF, it may develop alternative proposals, which shall be made available to the President; provided that nothing in this section will preclude the College from proceeding with a reduction in force upon which the parties have not agreed.

10.3.5 Reduction in Force Units. The College will maintain a list of current RIF units and faculty assigned to those units in order of seniority. The list of RIF units is included as Appendix D. Each tenured, probationary, and annually-contracted faculty member shall be assigned to only one RIF unit, based upon the faculty member's major assignment. Proposed revisions of RIF units and faculty assignments within those units shall be considered by the affected faculty, the Association, and College on or before November 1 of each instructional year. On November 15 of each year, the list of RIF units and those qualified shall be finalized, ratified, published, and distributed to faculty and the Association.

10.3.6 Disputes regarding RIF unit assignments shall be reviewed with the President. Dispute(s) not resolved with the President in fifteen (15) days shall be consolidated by the Association and submitted to American Arbitration Association (AAA) expedited arbitration, pursuant to AAA's expedited arbitration rules.

10.3.7 Order of Layoff. The order of layoff within a RIF unit will be as follows:

- a) Nontenure-track, annually contracted faculty with the least seniority,
- b) Tenure-track, probationary faculty members with the least seniority,
- c) Tenured faculty members with the least seniority.

10.3.8 Seniority. Seniority shall be established by the date of hire into an annually-contracted or tenure-track position. Faculty members shall continue to accrue seniority during any period of paid leave. Tenured faculty members who, by agreement with the College, reduce their percentage of full-time, will maintain their tenure. When faculty members have the same seniority, ties shall be determined by the toss of a coin.

10.3.9 Determination of Qualifications. A faculty member shall be qualified to instruct programs and courses according to standards set out in Chapter 131-16 WAC Washington State Community and Technical College Personnel Standards.

10.3.10 Right to Recall. A faculty member whose contract is not renewed as a result of reduction in force has a right to a recall to a new or vacant position; provided he/she is qualified. The recall shall be by reverse seniority, with the faculty member holding the most seniority on the recall list recalled first. Faculty members who have been laid off will retain their accrued benefits such as sick leave and seniority. The rights of recall shall extend two (2) years from the date of layoff.

## **10.4 Program Review, Probation, and Closure.**

10.4.1 Program Review. Program review, including the evaluation of a program's effectiveness, is a continuous quality improvement process at the College, and is part of the College's Assessment and Institutional Effectiveness process. Program review, including the

evaluation of program effectiveness, shall include an annual program effectiveness report and student learning outcomes which will be shared with faculty and program advisory committees. Promoting and maintaining program effectiveness, quality, and vitality are the shared responsibilities of the faculty, administration, support staff, and the program advisory committee.

**10.4.2 Program Probation Because of Low Enrollment.** When a program's enrollment remains below seventy-five percent (75%) of its capacity for two (2) consecutive quarters (excluding summer quarter), the program may be placed on probation. When a program is placed on probation, the faculty within that program and the Association will be notified by the President or his/her designee.

a) When a program is placed on probation, a written plan to remedy the problem will be created jointly by the faculty member(s) and the relevant dean, with input from one or more industry or Advisory Committee members. The plan will be submitted to the Chief Academic Officer, the Advisory Committee, the faculty member(s) and the Association for review and comment. Once finalized, the plan shall be signed and dated by the College and the affected faculty member(s). The College will provide the financial support necessary to carry out the approved plan.

b) Program probation shall last the longer of the length of time required to complete the certificate or degree, or one (1) year; provided that in the event a program increases its enrollment to greater than seventy-five percent (75%) of its capacity for two (2) consecutive quarters, the program shall be removed from probation.

c) In the event that the enrollment or other criteria established by a probation plan are not met by the end of the probation period, the affected faculty member(s) may be notified that the program will be terminated. Notice of the termination of a program will be provided no later than seven (7) weeks prior to the end of the winter quarter.

**10.4.3 Program Closure for Reasons Other Than Low Enrollment.** If the Board of Trustees determines that changes in the College's mission, goals or priorities; limitations on the College's financial or other resources; or other factors beyond a program's control require the reduction or elimination of a program, the College will provide written notice to affected faculty members and the Association of such action as soon as practical, but no later than seven (7) weeks prior to the end of winter quarter; provided that this time limit shall not apply in the event that a program is closed as the result of a financial emergency declared by the State Board for Community and Technical Colleges, as provided by RCW 28B.50.873.

## **10.5 Recruiting and Marketing.**

10.5.1 The parties recognize the need for continuous recruiting and marketing. Evaluation of recruiting and marketing needs shall be part of the annual program review process. If the annual program review indicates the need for recruiting and marketing activities, they will be mutually developed by the faculty member(s) and a designated administrator and defined in writing.

The written document will define the:

- a) Responsibilities and/or activities of faculty members and the College;
- b) Timeline for initiating and completing activities; and
- c) Financial support to cover costs associated with agreed upon activities.

10.5.2 By mutual agreement, recruiting and marketing responsibilities may be carried out by a faculty member outside of regular program hours. Compensation for such activities will be provided through an agreed Stipend for Non-Instructional Activities as provided by Section 8.3.

## **10.6 College Committees.**

10.6.1 The College and the Association agree that College service is a responsibility of all faculty members and are committed to supporting faculty in their efforts to pursue the College's mission through appropriate College service activities. Such activities may include participation on College committees. To that end the College and the Association agree to the following terms to facilitate faculty participation and minimize the impact on faculty workload.

10.6.2 College Committees. College committee meetings may occur during the regular instructional workday. On days when committee meetings occur during the workday, students may be assigned program activities that do not require immediate faculty supervision, the college may provide substitutes, or classes may be covered by alternative means.

Faculty committee assignments will be made by the third Friday of October of each instructional year.

Upon consultation and the consensus of affected faculty members, a meeting schedule for each College committee will be published annually.

For committees that require a significant investment of time over weeks or months, or a concentrated period of time in a single day, the college will provide a substitute for faculty members involved. A substitute will be provided when committee work exceeds one-half day or more and other appropriate accommodations cannot be made for student learning.

## **10.7 Labor/Management Communication Committee.**

The Employer and the Association endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship, a Labor/Management Communication Committee will be established. The purpose of the committee is to provide communication between the parties, to share information and concerns and to promote constructive, respectful, meaningful, and cooperative labor management relations.

Either party may propose items for discussion on topics which may include, but are not limited to: administration of this Agreement, changes to applicable law, legislative updates, resolving workplace problems, and quality of work life for employees. The committee will meet, discuss, exchange, and consider information of a group nature and general interest to both parties.

The Employer and Association will be responsible for the selection of their own representatives.

Committee meetings will be scheduled at least quarterly within the academic year on mutually agreeable dates and times. Agenda items will be exchanged prior to the meeting date to the greatest practicable extent. Meetings may be called by either party.

The committee established under this Article will have no authority to conduct any negotiations, bargain collectively, or modify this Agreement. The committee activities and discussions will not be subject to the grievance procedures.

Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce its rights or prerogatives as outlined elsewhere in this contract.

## **ARTICLE 11 – EVALUATION AND PROBATION**

### **11.1 Evaluation.**

The purpose of this section is to encourage faculty development and improve instructional and educational effectiveness. For each instructional year, the following provisions regarding faculty evaluation shall apply:

11.1.1 Probationary faculty members will be evaluated under RCW 28B.50 and the College's Probationary Faculty Review Procedures.

11.1.2 Each tenured faculty member will participate in a comprehensive performance evaluation at least once every five (5) years consisting of:

- a) A self-evaluation based on the professional technical faculty skill standards
- b) Student evaluations completed twice a year
- c) Administrative evaluations
- d) Peer evaluations

11.1.3 Adjunct faculty evaluations may include student evaluations, self-evaluation and administrative/peer evaluation according to the schedule defined in the Faculty Review Procedures.

11.1.4 Note: institutional surveys are not for the purpose of faculty evaluation.

### **11.2 Tenured Faculty Member Performance Intervention.**

A pattern of poor performance by a faculty member may trigger an intervention process. This pattern must be documented to show evidence that this performance deficiency has existed for at least two (2) previous quarters. This documentation may include the following:



11.2.1 Pattern of student complaints or grievances against the instructor that have been investigated and found to warrant action;

11.2.2 Pattern of complaints from institutional partners such as clinical site representatives, mandatory internship employers, etc., that have been investigated and found to warrant action;

11.2.3 Pattern of excessive student withdrawals attributed by students to their dissatisfaction with the instructor;

11.2.4 Failure to fulfill professional responsibilities, e.g., committee assignments, or to work cooperatively and professionally with peer faculty and/or staff;

11.2.5 Poor tenure faculty evaluation;

11.2.6 Poor teaching performance.

### **11.3 Tenure Review Committee.**

11.3.1 Should a preliminary determination be made that a faculty member's performance warrants review based on the above, the administration may convene a tenure review committee. If an existing tenure committee has already been formed for the faculty member, and has not yet completed their report, that committee may be used. The committee shall meet with the instructor as soon as practicable to review the evidence of unsatisfactory performance and determine whether intervention is necessary. The committee's investigation may include classroom visitations, student and peer faculty interviews, and interviews of former students taught by the instructor.

11.3.2 Within one (1) month, the committee will be formed and meet to discuss the evaluation process.

11.3.3 Within the third month, the committee will perform the evaluation and their findings will be submitted to all parties in writing.

### **11.4 Professional Growth Intervention Team (PGIT).**

If the tenure review committee determines intervention is necessary, a Professional Growth Intervention Team (PGIT) will be formed. The PGIT will be formed within one (1) month of the completion of a review that determines intervention is necessary. The team shall be comprised of two (2) faculty members assigned by the Association President and one (1) administrator assigned by the College. No PGIT members shall also be members of the faculty member's tenure review committee. The PGIT shall develop and implement an improvement framework with the instructor and support the instructor's professional growth for a period of three (3) successive quarters excluding summer quarter.

### **11.5 Improvement Framework.**

The framework shall include realistic and measurable objectives to be achieved by the instructor by the end of the intervention period. Creation of the framework, and changes made to it, shall be

performed in consultation with the instructor and communicated to the instructor in writing as soon as possible. Changes in the framework or its objectives shall be immediately communicated in writing to the instructor. The Team shall meet with the instructor at least twice per quarter, but may meet more often, to support the instructor's professional growth. The PGIT's role in the professional growth intervention process shall conclude at the end of the third quarter (excluding summer). Periodically, and at the end of the intervention process, the PGIT will apprise the tenure review committee in writing of the intervention framework, changes made to it and related actions. Evaluations, assessments or other measurements of instructor progress conducted by the PGIT during the intervention period will be held in confidence by the PGIT, to be shared only with the instructor.

## **11.6 Second Evaluation**

At the end of three (3) quarters, the tenure review committee will review performance. The completed evaluation shall be submitted to the Vice President of Instruction within two months. If the tenure review committee determines the instructor's performance remains unsatisfactory, the Association President and Vice President of Instruction may mutually agree to extend the professional growth intervention process for a specified number of instructional quarters, after which the tenure review committee will again review performance. Alternately, the administration may initiate dismissal procedures as specified in RCW 28B.50.863. If the tenure review committee determines the instructor's performance has become satisfactory, the faculty member will be exonerated and placed on the standard 5-year faculty evaluation process.

## **11.7 Timeline (nothing in this section shall override the descriptions above).**

11.7.1 Within one (1) month of the administration determination of a performance problem, the Tenure Review Committee shall be formed.

11.7.2 Within the third month, the Tenure Review Committee shall perform their evaluation and submit their findings in writing.

11.7.3 Within the fourth month, the PGIT shall be formed.

11.7.4 For the following three quarters, excluding summer, the PGIT shall work with the instructor.

11.7.5 Within the following two months, the Tenure Review Committee shall perform their second evaluation and communicate their findings to the Vice President of Instruction.

## **11.8 Evaluation Committee.**

A tenured faculty evaluation oversight committee also known as the Evaluation Committee, will consist of three (3) administrative staff appointed by the College and three (3) faculty members appointed by the Association. The committee will review procedures, process, and forms of the tenured faculties' evaluation as needed (determined either by the faculty or administration). The committee's recommendations regarding changes will be referred back to the respective negotiation teams for modification, consideration, and inclusion in the collective bargaining agreement subject to negotiations by both parties.

## ARTICLE 12 – GRIEVANCE PROCEDURE

### 12.1 Scope.

For the purposes of this Agreement, a grievance is defined as a dispute or complaint arising under and during the term of this Agreement, raised by a faculty member, a group of faculty members or the Association, and involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement. This procedure shall be the exclusive remedy for all such grievances.

### 12.2 Time Limits.

12.2.1 No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. If a grievance is not appealed by the grievant within the time limits set forth in each step of the formal procedure, it shall be automatically waived. If the College does not respond to a grievance within the time limits set forth in each step of the formal procedure, the grievance will be automatically advanced to the next step in the procedure. Time limits may be extended by mutual written agreement of the parties; provided that such agreement shall not be unreasonably withheld (e.g., when scheduled breaks occur during the grievance processing).

12.2.2 In the event any deadline set by this Article falls on a Saturday, Sunday, or holiday the deadline shall be automatically extended to the following business day.

### 12.3 Form and Contents of the Grievance.

Grievances must be submitted in writing, and must clearly specify:

12.3.1 The name(s) of the grievant(s), the manner in which the grievant has been injured, and the specific section or sections of the Agreement allegedly violated;

12.3.2 The date on which the alleged violation occurred;

12.3.3 The way in which the Agreement has been violated, misinterpreted or misapplied;

12.3.4 The result of the previous step in the grievance procedure and the reason that result is unsatisfactory; and

12.3.5 The proposed remedy or remedies for resolution of the grievance.

### 12.4 Individual Rights.

12.4.1 A grievant may represent him/herself at all stages of the grievance procedure or, at his/her option, may be represented by an Association representative selected by the Association.

12.4.2 Nothing contained herein shall limit the right of any faculty member having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association.

## 12.5 Procedure.

12.5.1 A faculty member with a complaint shall attempt to resolve the problem informally with his/her immediate administrator/supervisor prior to filing a grievance.

12.5.2 Step 1: Regardless of the status of any informal discussions pursuant to Section 10.5.1, all grievances must be submitted in writing to the immediate administrator/supervisor within twenty-eight (28) calendar days of the date on which the facts giving rise to the grievance first occurred or first became known to the grievant, whichever date is later. The immediate administrator/supervisor shall hold a conference with the grievant within fourteen (14) calendar days after receipt of the grievance. Within fourteen (14) calendar days following the conference, the immediate administrator/supervisor will provide the grievant and the Association with a written response to the grievance, which shall include the basis for the decision.

12.5.3 Step 2: If the grievance is not settled at Step 1 and the grievant wishes to appeal the grievance to Step 2, the grievant shall submit the grievance in writing to the President, within fourteen (14) calendar days after receipt of the written response at Step 1. The President or designee shall hold a conference with the grievant to take place within fourteen (14) calendar days following receipt of the appeal. The President, or designee shall provide a written decision to the grievant with a copy to the Association no later than fourteen (14) calendar days following the conference.

Association grievances may be initiated at Step 2.

### 12.5.4 Step 3: Arbitration

a) If no satisfactory settlement is reached at Step 2 and the Association wishes to submit the grievance to final and binding arbitration, the Association must submit a written demand for arbitration to the President within fourteen (14) calendar days following the President's Step 2 response.

b) Within fourteen (14) calendar days following the Association's demand for arbitration, the parties will confer and attempt to agree upon an arbitrator. If unable to do so, the parties shall request a list of nine (9) arbitrators from the American Arbitration Association. The list shall be limited to arbitrators from Washington, Oregon, Idaho and Montana.

c) Within fourteen (14) calendar days following the receipt of the list of eligible arbitrators, the parties or their representatives shall meet to select an arbitrator. The parties shall each strike four (4) arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

d) The arbitrator selected will hold a hearing according to the AAA rules. The arbitrator will issue a written decision within thirty (30) calendar days following the closure of the hearing. The decision of the arbitrator will be submitted to the parties and will be final and binding.

e) The arbitrator shall have no power to add to, subtract from, alter, change or modify the terms of this Agreement. The arbitrator's power shall be limited to interpretation and application of the express terms of this Agreement.

f) Costs. The fee and expenses of the arbitrator shall be shared equally by the College and the Association. All other expenses, including attorneys' fees, shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.

## **12.6 No Reprisals.**

No reprisals of any kind will be taken by the Board or the College because of any faculty member's participation in a grievance.

## **12.7 Continuity.**

Grievance Procedures in progress at the time of the expiration of this Agreement will be processed until resolved.

## **12.8 Grievance Files.**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Upon request grievance files regarding closed grievances shall be open for inspection by the faculty member of Association.

# **ARTICLE 13 – DISCIPLINE AND DISMISSAL**

## **13.1 Faculty Discipline**

13.1.1 No faculty member shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the faculty member and, when requested by the faculty member, to the Association in writing.

13.1.2 Faculty members are entitled, at their option, to have Association representation during any investigatory interview conducted by the College that the faculty member reasonably believes may result in disciplinary action. When a request for such representation is made, no action shall be taken with respect to the faculty member until the faculty member has been granted a reasonable time to arrange for the attendance of a representative. During an investigatory interview, a participating Association representative will be given the opportunity to ask questions, offer additional information and counsel the employee.

13.1.3 The Board agrees to follow a policy of progressive discipline that includes, in order of severity: verbal warning, written reprimand, suspension without pay, dismissal (see Section 13.3 regarding Dismissal). Any disciplinary action taken against a faculty member shall be appropriate to the behavior that precipitates such action.

13.1.4 The preceding paragraph shall not be applicable to represented substitutes except a represented substitute shall have the right to know the reason for any disciplinary action when any such action is taken.

13.1.5 Nothing contained herein shall apply to the informal, routine interaction between an administrator and faculty member.

## **13.2 Student Discipline Procedures.**

13.2.1 It is recognized that every faculty member has the right and responsibility to expect acceptable behavior on the part of all students in the maintenance of a safe and sound learning environment. Student discipline shall be enforced fairly and consistently.

13.2.2 The administration and Board agrees to support and uphold its faculty in their use of prudent disciplinary measures as outlined in WAC 495B-120, the College's Student Conduct Code.

## **13.3 Dismissal and Non-Renewal of Contract.**

13.3.1 Non-Renewal of Probationary Faculty Contract. In the event the President of the College determines the employment contract of any probationary faculty member shall not be renewed by the College for the next ensuing appointment period, such probationary faculty member and the Association shall be notified in writing before the first day of the quarter prior to the end of the appointment period. The notification shall state the reason or reasons for such determination.

13.3.2 Non-Renewal of Tenured Faculty Contract. In the event the College determines that it has just cause not to renew the contract of a tenured faculty member for the next ensuing instructional year, such employee and the Association shall be notified in writing prior to the start of Spring Quarter of the current instructional year. Such determination of just cause shall be made by the President. Notice shall be served upon the faculty member personally or by certified or registered mail at the last known address. Every such faculty member so notified may, within ten (10) days after receiving such notice request a hearing pursuant to RCW 28B.50.863, and the Reduction in Force/Dismissal review procedures in this Agreement. The written request shall be filed with the President of the College.

13.3.3 Dismissal. Faculty members shall not be dismissed except for sufficient cause. Probationary and tenured faculty members shall not be dismissed without notice and an opportunity to request a hearing as provided by RCW 28B.50.863 and the Reduction in Force/Dismissal review procedures in this Agreement. Sufficient cause for dismissal includes, but is not limited to, causes identified in Washington State statutes.

ARTICLE 14 – DURATION

This Agreement shall be effective from the 1<sup>st</sup> day of July 2022 and shall continue in effect until the 30<sup>th</sup> day of June 2025.

Dated this 20 day of Sept, 2022

BELLINGHAM EDUCATION ASSOCIATION

By: Aixa Peterso

BEA President

By: [Signature]

BEA/BTC Vice President

Dated this 29th day of September, 2022

BELLINGHAM TECHNICAL COLLEGE

By: R. Faires

Board of Trustees Chair

By: Kimberly Perry

Interim President of BTC

**APPENDIX A - Summer 2022 Salary Schedule**

**BELLINGHAM TECHNICAL COLLEGE  
BEA SALARY SCHEDULE  
EFFECTIVE July 1, 2022 (Summer Quarter)**

Column	1	2	3
YEARS OF EXPERIENCE	BA + 45 + 3 PDU <sub>s</sub> * OR MA OR TEMPORARY OR TYR CERTIFICATE	BA + 45 + 12 PDU <sub>s</sub> OR MA +12 PDU <sub>s</sub> OR 5-YEAR CERTIFICATE	BA + 45 + 27 PDU <sub>s</sub> OR MA + 27 PDU <sub>s</sub> OR 5-YEAR CERTIFICATION + 27 PDU <sub>s</sub> TOTAL
	61,918	65,194	67,685
	63,671	67,044	69,609
	65,473	68,947	71,590
<b>S</b>	67,330	70,910	73,629
	69,244	72,929	75,733
<b>T</b>	71,214	75,015	77,898
	73,243	77,155	80,128
<b>E</b>	75,335	79,362	82,425
	77,489	81,639	84,802
<b>P</b>		83,981	87,229
			89,195
			91,163
			93,742
<p>Nursing premium:            Years 0-7: \$16,000            Years 8-12: \$18,000            Years 13-16: \$21,000</p> <p align="right"><i>Column 3 - 15, applied to annual contract faculty with 10+ years at ETC.            Column 3 - 16, applied to annual contract faculty with 15+ years at ETC.</i></p> <p>TOTAL TEACHER CONTRACT DAYS = 173      TOTAL STUDENT DAYS = 165</p>			

Effective 7/1/2022 - 4.743% 1732



**APPENDIX A – Fall 2022 Salary Schedule**

**BELLINGHAM TECHNICAL COLLEGE  
BEA SALARY SCHEDULE – NON- NURSING  
EFFECTIVE September 1, 2022 (Fall Quarter)**

Column	1	2	3
YEARS OF EXPERIENCE	BA + 45 + 3 PDUs* OR MA OR TEMPORARY OR 1YR CERTIFICATE	BA + 45 + 12 PDUs OR MA +12 PDUs OR 5-YEAR CERTIFICATE	BA + 45 + 27 PDUs OR MA + 27 PDUs OR 5-YEAR CERTIFICATION + 27 PDUs TOTAL
0-4	62,077	65,362	67,859
5	63,835	67,216	69,788
6	65,641	69,124	71,774
7	67,503	71,092	73,818
8	69,422	73,116	75,928
9	71,397	75,208	78,098
10	73,431	77,353	80,334
11	75,529	79,566	82,637
12	77,688	81,849	85,020
13		84,197	87,453
14			89,424
15			91,397
16			93,983
<p><i>Column 3 - 15, applied to annual contract faculty with 10+ years at BTC</i>  <i>Column 3 - 16, applied to annual contract faculty with 15+ years at BTC</i></p>			
TOTAL TEACHER CONTRACT DAYS = 173    TOTAL STUDENT DAYS = 165			

Effective 7/1/2022 - 4.743% I732

Effective 9/1/2022 - 0.257 BTC enhancement; (4.743% I732 Cola plus 1% up to max 5%)

**APPENDIX A – Fall 2022 Salary Schedule**

**BELLINGHAM TECHNICAL COLLEGE  
BEA SALARY SCHEDULE – NURSING  
EFFECTIVE September 1, 2022 (Fall Quarter)**

Column	1	2	3
YEARS OF EXPERIENCE	BA + 45 + 3 PDU <sub>s</sub> * OR MA OR TEMPORARY OR TYR CERTIFICATE	BA + 45 + 12 PDU <sub>s</sub> OR MA +12 PDU <sub>s</sub> OR 5-YEAR CERTIFICATE	BA + 45 + 27 PDU <sub>s</sub> OR MA + 27 PDU <sub>s</sub> OR 5-YEAR CERTIFICATION + 27 PDU <sub>s</sub> TOTAL
0-4	62,077	65,362	67,859
5	63,835	67,216	69,788
6	65,641	69,124	71,774
<b>S</b> 7	67,503	71,092	73,818
8	69,422	73,116	75,928
<b>T</b> 9	71,397	75,208	78,098
10	73,431	77,353	80,334
<b>E</b> 11	75,529	79,566	82,637
12	77,688	81,849	85,020
<b>P</b> 13		84,197	87,453
14			89,424
15			91,397
16			93,983
<p>Nursing premium:            Years 0-7: \$16,000            Years 8-12: \$18,000            Years 13-16: \$21,000</p> <p align="center"><i>Column 3 - 15, applied to annual contract faculty with 10+ years at BTC</i>  <i>Column 3 - 16, applied to annual contract faculty with 15+ years at BTC</i></p> <p><b>TOTAL TEACHER CONTRACT DAYS = 173      TOTAL STUDENT DAYS = 165</b></p>			

Effective 7/1/2022 - 4.743% I732

Effective 9/1/2022 - 0.257 BTC enhancement; (4.743% I732 Cola plus .5% up to max 5%)

**APPENDIX B - Summer 2022 Adjunct Salary Schedule**  
**ADJUNCT SALARY SCHEDULE**  
**BELLINGHAM TECHNICAL COLLEGE**  
**EFFECTIVE 7/1/2022**

The terms and wage rates of this Appendix apply when courses are taught by a faculty member who is employed by the College in program class instruction whether under contract, on leave, on a per diem, or percentage of full time. It is possible for an adjunct faculty member to be paid different rates for teaching multiple courses at the same time. Community Education, Non-credit Self Support, and Contract Course-trainers are not on this pay schedule; pay rates for these classes are determined by the College.

**COMPENSATION RATES:**

<b>Mode of Instruction</b>	<b>Full Enrollment Rate</b>	<b>5% Longevity Rate</b>	<b>Low Enrollment Rate</b>	<b>5% Longevity Rate</b>
Restricted Teaching Rate	\$50.79	\$53.33	\$38.10	\$40.00
Standard Teaching Rate	\$58.42	\$61.34	\$50.79	\$53.33
Doctoral Rate (5%)	\$61.34	\$64.40	\$53.33	\$56.00
Enhanced Teaching Rate	\$72.75	\$76.39	\$61.61	\$64.69
Doctoral Rate (5%)	\$76.39	\$80.21	\$64.69	\$67.92
Nursing: Enhanced Teaching Rate	\$72.75	\$76.39	\$61.61	\$64.69
Premium (26.5%)	\$92.03	\$96.64	\$77.94	\$81.83
With Doctoral (5%)	\$96.64	\$101.47	\$81.83	\$85.92

*Low Enrollment note*

- Low enrollment is defined as follows if paid at standard or enhanced rate
  - Enrollment is between 5 and 11 (inclusive)
  - Enrollment with 4 or less will be paid at \$55 per credit per student enrolled

*COLA note*

- Rate for 2022-23 would be the 2021-22 rate plus I732 (COLA)
- Rate for 2023-24 would be the 2022-23 rate plus I732 (COLA)
- Rate for 2024-25 would be the 2023-24 rate plus I732 (COLA)

**Doctoral Stipend:** Adjunct faculty who hold an earned doctoral degree and who teach a class of five credits or more will be paid 5% more per hour above their teaching rate (standard or enhanced) for that class. The doctoral enhancement is not paid on contract training, community or continuing education classes.

**Stipends for Adjunct Faculty:** Adjunct faculty may accept an assignment to perform additional work not included in their contract. Adjunct faculty may receive a stipend for any work in an amount to be determined by an estimate of the work involved. The faculty member’s supervisor must approve the stipend prior to work beginning; the stipend will be paid after the completion of the work. Adjunct faculty may not be asked to perform duties beyond those described in their contract or in the scope of any additional stipend.

## **DEFINITIONS:**

**Restricted Teaching Rate:** The Restricted Rate applies to selected courses that fall into one or more of the following categories (when credit-bearing):

- First aid
- CPR
- Personal health and safety
- Non graded courses (some may be pass/fail)
- Restricted class size (the capacity/maximum for the class may be low, i.e., First Aid at 12 or Childbirth Ed at 9 – 10, a couple enrolled as a student)

Generally, these courses have structured, repeated curriculum, and sometimes may contain “packaged” curriculum as opposed to courses that require more lesson planning, student advising, individual student guidance, and student work evaluation.

The Human Resource Office under the direction of the Vice President of Instruction will maintain a complete list of Restricted Courses. Changes to the list will be forwarded to the Association for review, discussion, and agreement.

There are two levels of compensation at the Restricted rate, low-enrollment and full-enrollment rate which are based on minimal enrollment which can vary.

**Standard Teaching Rate:** The Standard Rate:

1. Is an effort to make this pay rate more equitable and competitive.
2. Is adjusted to account for extra duties required for the teaching, prep-time, meetings, and office hours associated with the course.
  - a. Office hours must be posted weekly and be consistent (note: for face-to-face courses, office hours must also be face-to-face; for online courses, the instructor must post their office hours on the online course and be available to respond during those times).
    - i. 5-10 credits taught: two (2) posted office hours per week required.
    - ii. 11-14 credits taught: three (3) posted office hours per week required.
    - iii. 15-20 credits taught: four (4) posted office hours per week required.
3. There are two levels of the Standard Rate: low-enrollment and full-enrollment rate which shall be based on minimal enrollment required (see table above).

**Enhanced Teaching Rate (Adjunct/Reg. Faculty Moonlight):** This rate shall be used for instructors in general education, nursing, CDEV courses, sequential Transitional Studies courses, and 300/400 level courses. It will also be used for regular faculty working in a moonlight capacity, for any instructor previously tenured at the College who is re-hired within 60 months of separation from their tenure assignment and maintains annual employment; and for those positions which, in the judgment of the College, are hard to fill. If a re-hired, previously-tenured faculty then separates for twenty-four months, they will revert to the standard or enhanced rate set for the class, if rehired in the future. Any faculty teaching at the Enhanced Rate will have the same requirements as the Standard rate, listed above in paragraph “2” above. This rate will have two pay levels, low enrollment and full enrollment (see table above).

Sequential classes are classes in which instruction begins and ends on specific days within a quarter. Enrollments are generally added at the beginning of the class. Sequential classes generally begin within the first five instructional days of a quarter and share the same census date; sequential classes that begin before or after the first five instructional days of a quarter are referred to as non-typical and have their own census date, but still begin and end on specific days.

All contracts at the Enhanced Teaching Rate must be approved by the Vice-President of Instruction except regularly annually contracted faculty teaching in the summer or moonlight.

**Nursing Premium Pay:** Exclusively contingent upon State funding appropriated to the College under the Workforce Education Investment Act of 2019, part iv, section 5(4), nursing faculty teaching program core classes will receive premium pay at 26.5% above applicable rates. In the event the Legislature increases or reduces funding for Nursing premium pay, the parties will reopen this agreement to negotiate the impact of the change. If Nursing premium pay funding is eliminated, the College will cease providing that premium pay.

**Longevity Premium:** Adjunct instructors who teach .2 FTE or more annually and have taught program courses totaling a minimum of 1375 hours of instruction at Bellingham Technical College will receive a longevity premium equal to five percent (5%) of the applicable rate. Instructors receiving the longevity premium will be expected to attend Opening Day and regular department meetings as part of their normal contract duties.

The College will apply changes each quarter to adjunct faculty who newly meet the criteria. After two years with no adjunct instruction for the college, employees will be removed from the system and must accrue another 1375 teaching hours to re-qualify for the premium.

**Full-time Equivalency for Adjuncts:** Effective September 1, 2017, if an adjunct faculty member teaches in programs under the Contact Hour model (see Article 6.7.3.a), the full-time equivalency is 275 teaching hours per quarter (25 hours x 11 weeks). If the adjunct faculty member teaches in programs under the Credit Based model (see Article 6.7.3.b), the full-time equivalency is 231 teaching hours per quarter (21 hours x 11 weeks). This language is used for purposes of establishing full-time equivalency for adjunct faculty only. It is not intended to affect the definition of workload for regular full-time tenured or tenure-track faculty, or full-time annualized faculty.

Effective 7/1/2022 4.743% I732

## 2022-2023 CALENDAR BELLINGHAM TECHNICAL COLLEGE

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Fall Quarter = 55 days  
 Winter Quarter = 55 days  
 Spring Quarter = 55 days  
 Summer Quarter = 40 days

6/16/2022

Fall Quarter = 55 days  
 Winter Quarter = 55 days  
 Spring Quarter = 55 days  
**Instructional** = 165 days  
 Inservice/Meeting = 4 days  
 Onsite Non-Instructional = 4 days  
**Non-Instructional** = 8 days  
**Total Contract Days** = 173 days

Inservice
Quarter Start
Quarter End
Holiday
Non-Instruction
Text Color=Break

## 2023-2024 CALENDAR BELLINGHAM TECHNICAL COLLEGE

**JULY 2023**  
MON TUE WED THU FRI

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**AUGUST**  
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**SEPTEMBER**  
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**OCTOBER**  
MON TUE WED THU FRI

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

**NOVEMBER**  
MON TUE WED THU FRI

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20	21	22	23	24	
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**DECEMBER**  
MON TUE WED THU FRI

					1
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

Fall Quarter	=	54	days
Winter Quarter	=	55	days
Spring Quarter	=	56	days
Summer Quarter	=	8	weeks

6/16/2022

**JANUARY 2024**  
MON TUE WED THU FRI

1	2	3	4	5
8	9	10	11	12
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22	23	24	25	26
29	30	31		

**FEBRUARY**  
MON TUE WED THU FRI

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19	20	21	22	23	
26	27	28	29		

**MARCH**  
MON TUE WED THU FRI

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11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

Fall Quarter	=	54	days
Winter Quarter	=	55	days
Spring Quarter	=	56	days
<b>Instructional</b>	=	165	days
Inservice/Meeting	=	4	days
Onsite Non-Instructional	=	4	days
<b>Non-Instructional</b>	=	8	days
<b>Total Contract Days</b>	=	173	days

**APRIL**  
MON TUE WED THU FRI

1	2	3	4	5
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**MAY**  
MON TUE WED THU FRI

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20	21	22	23	24	
27	28	29	30	31	

**JUNE**  
MON TUE WED THU FRI

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	<b>Fall</b>	
MON	11	
TUE	11	
WED	12	
THU	10	
FRI	10	
	<b>54</b>	
	<b>Winter</b>	
MON	9	
TUE	10	
WED	12	
THU	12	
FRI	12	
	<b>55</b>	
	<b>Spring</b>	
MON	10	
TUE	11	
WED	11	
THU	12	
FRI	12	
	<b>56</b>	

Inservice
Quarter Start
Quarter End
Holiday
Non-Instructional
Text Color=Break

2024-2025 CALENDAR  
 BELLINGHAM TECHNICAL COLLEGE

JULY 2024  
 MON TUE WED THU FRI

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST  
 MON TUE WED THU FRI

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12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER  
 MON TUE WED THU FRI

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23	24	25	26	27
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OCTOBER  
 MON TUE WED THU FRI

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14	15	16	17	18	
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28	29	30	31		

NOVEMBER  
 MON TUE WED THU FRI

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18	19	20	21	22	
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DECEMBER  
 MON TUE WED THU FRI

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23	24	25	26	27
30	31			

JANUARY 2025  
 MON TUE WED THU FRI

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13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

FEBRUARY  
 MON TUE WED THU FRI

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10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

MARCH  
 MON TUE WED THU FRI

3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
30					

APRIL  
 MON TUE WED THU FRI

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7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30			

MAY  
 MON TUE WED THU FRI

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19	20	21	22	23	
26	27	28	29	30	

JUNE  
 MON TUE WED THU FRI

2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30					

MON	10
TUE	10
WED	12
THU	11
FRI	11
	54
	Winter
MON	9
TUE	11
WED	12
THU	12
FRI	11
	55
	Spring
MON	10
TUE	11
WED	12
THU	11
FRI	12
	56

Fall Quarter = 54 days  
 Winter Quarter = 55 days  
 Spring Quarter = 56 days  
 Summer Quarter = 8 weeks

Fall Quarter = 54 days  
 Winter Quarter = 55 days  
 Spring Quarter = 56 days  
**Instructional** = 165 days  
 Inservice/Meeting = 4 days  
 Onsite Non-Instructional = 4 days  
**Non-Instructional** = 8 days  
**Total Contract Days** = 173 days

Inservice
Quarter Start
Quarter End
Holiday
Non-Instruction
Text Color=Break

6/16/2022



2025-2026 CALENDAR  
 BELLINGHAM TECHNICAL COLLEGE

**JULY 2025**

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**AUGUST**

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**SEPTEMBER**

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**OCTOBER**

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**NOVEMBER**

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

**DECEMBER**

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

**JANUARY 2026**

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**FEBRUARY**

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

**MARCH**

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**APRIL**

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

**MAY**

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**JUNE**

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**Fall**

MON	10
TUE	10
WED	12
THU	11
FRI	11
	<b>54</b>

**Winter**

MON	9
TUE	11
WED	12
THU	12
FRI	12
	<b>56</b>

**Spring**

MON	10
TUE	11
WED	12
THU	12
FRI	10
	<b>55</b>

Fall Quarter = 54 days  
 Winter Quarter = 56 days  
 Spring Quarter = 55 days  
 Summer Quarter = 8 weeks

Fall Quarter = 54 days  
 Winter Quarter = 56 days  
 Spring Quarter = 55 days  
**Instructional** = 165 days  
 Inservice/Meeting = 4 days  
 Onsite Non-Instructional = 4 days  
**Non-Instructional** = 8 days  
**Total Contract Days** = 173 days

Inservice
Quarter Start
Quarter End
Holiday
Non-Instructional
Text Color=Break

6/16/2022

**REDUCTION IN FORCE UNITS 2022-2023**

Automotive Collision Repair Technology  
 Automotive Technology  
 Business & Computer Information Systems  
 Child & Family Studies  
 Counseling  
 Culinary Arts  
 Dental Assisting  
 Dental Hygiene  
 Diesel Technology  
 Electrician  
 Engineering Technology: Applied Bachelor of Sciences  
 Engineering Technology: Civil Specialization  
 Engineering Technology: Composites Specialization  
 Engineering Technology: Electronics Specialization  
 Engineering Technology: Geomatics Specialization  
 Engineering Technology: Mechanical Specialization  
 Fisheries and Aquaculture Sciences  
 Heating, Ventilation, Air Conditioning & Refrigeration  
 Humanities  
 Industrial Maintenance & Mechatronics  
 Information Technology  
 Instrumentation & Control Technology  
 Machining  
 Mathematics  
 Nursing  
 Pastry Arts  
 Physical & Natural Sciences  
 Process Technology  
 Radiologic Technology  
 Social Sciences  
 Surgery Technology  
 Transitional Studies  
 Veterinary Technician  
 Welding & Fabrication Technology

The above renaming in RIF unit titles (see below) will have no effect on the seniority standing for faculty currently residing in these (RIF) units.

Previous Unit Name	New Unit Name
Sciences	Physical & Natural Sciences
Oral & Written Communications	Humanities
Psychology	Social Sciences

**REDUCTION IN FORCE AND DISMISSAL PROCEDURE**

- I. Procedure For Layoff or Dismissal for Sufficient Cause
- A. A review committee shall be created for the express purpose of making recommendations to the Board of Trustees relating to the layoff and/or dismissal of tenured or probationary faculty members of the College pursuant to RCW 28B.50.863.
1. The review committee shall be established no later than November 15 of each year and shall serve for the following twelve (12) months. Those members of the review committee who receive a notice of dismissal or layoff shall be excused from serving on the review committee.
  2. The review committee shall be comprised of the following members: one (1) administrator, three (3) faculty members, and one (1) student.
  3. Election of faculty members to the review committee shall be made by the Association prior to November 15 each year. A minimum of six (6) faculty members shall be nominated. The three persons receiving the most votes shall be elected as members of the review committee. The persons receiving the next highest number of votes shall be elected as alternates. The alternate receiving the greatest number of votes shall be Alternate #2, and the third greatest number, Alternate #3.
  4. Faculty members affected shall each have one preemptory challenge to faculty membership of the review committee. In the event a review committee member is challenged, an alternate shall serve.
  5. The review committee will select one of its members to serve as chair.
- B. When the President receives or initiates a formal written recommendation about a faculty member that may warrant dismissal or layoff, the President shall inform that faculty member. Within ten (10) days after having been so informed, the faculty member will be afforded an opportunity to meet with the President or designee and the dean/administrator. At this preliminary meeting, which shall be an information gathering session, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the College President, the President shall recommend the academic employee be dismissed or laid off.
- C. If the President recommends that the faculty member be dismissed or laid off, the President shall deliver a short and plain statement in writing to the faculty member which shall contain: the grounds for dismissal or layoff in reasonable particularity; a statement of the legal authority and jurisdiction under which the hearing is to be held; and reference to any particular statutes or rules involved.

## II. Hearing

- A. After notification of the President's recommendation for layoff or dismissal, the affected faculty member may within the following ten (10) days request a hearing. If the President does not receive this request within ten (10) days, the faculty member's right to a hearing will be deemed waived. If the President receives a request for a hearing, the review committee will be convened and the aforesaid statement shall be delivered to the members. The President also shall notify the Board of Trustees of the request for a hearing. The President shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the faculty member, the President, and the review committee of the time, date and place of such hearing. The hearing examiner shall not be a community or technical college board member, a community or technical college employee, member of the State Board for Community and Technical Colleges staff, or a Washington State Attorney General employee.
- B. In the presence of the review committee, the hearing examiner shall:
1. Chair the dismissal hearing.
  2. Conduct the hearing with all due speed until the hearing is terminated.
  3. Hear testimony, under oath, from all individuals called by the President, the faculty member, the dismissal committee, or the hearing examiner, and receive any evidence offered by the same.
  4. Afford the faculty member whose case is being heard the right of cross-examination, the opportunity to defend him/herself, and to be accompanied by legal counsel and Association representation.
  5. Allow the College administration to be represented by an assistant attorney general.
  6. Make all rulings regarding the evidentiary and procedural issues presented during the course of the dismissal review committee hearings.
- C. The hearing shall be closed unless the hearing examiner determines otherwise.
- D. Following the presentation of testimony and evidence, the hearing examiner shall afford the faculty member of his/her counsel(s) and the assistant attorney general representing the College administration the opportunity to present oral arguments. The hearing examiner may request written briefs to be submitted within five (5) days.
- E. Within fifteen (15) days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the review committee shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the faculty member and to the President.

### III. Recommendations

- A. The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after giving reasonable consideration to the recommendations of the President and the dismissal review committee. Those recommendations shall be advisory only and is in no respect binding in fact or law upon the Board of Trustees.
- B. The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the recommendations to consider those recommendations. The Board of Trustees may hold such other proceedings as it deems advisable before reaching its decision. A record of the proceedings at the board level shall be made and the final decision shall be based only upon the record made before the Board and at the dismissal hearing, including the briefs and oral arguments. The Board of Trustees shall, within fifteen (15) days following the conclusion of its review, notify the charged faculty member, in writing, of its final decision.
- C. Any faculty member dismissed pursuant to RCW 28B.50.850 through 28B.50.869 shall have a right to appeal the final decision of the Board of Trustees in accordance with RCW 34.05.510 through 34.05.598.
- D. Suspension of the faculty member by the President during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if immediate harm to self or others is threatened by continuance. Any such suspension shall be without pay if dismissal is upheld.
- E. If the President of Bellingham Technical College initiates a formal written recommendation that a faculty member be dismissed for sufficient cause and the Board of Trustees decides to retain the employee, or if the Trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the employee's permanent personnel file if the reason for the denial of the recommendation was the President's failure to establish the facts which were the basis for the dismissal recommendation. If the facts which were the basis for the dismissal recommendation were shown to the satisfaction of the trustees and the courts but the dismissal recommendation was not followed because the trustees or the courts decided that the facts were not sufficient to warrant dismissal, the facts which were shown would be retained in the employee's permanent personnel file along with a record of the outcome of the dismissal proceedings. If the facts are to be retained in the employee's permanent personnel file, the employee will be given an opportunity to review the facts and to write an explanation which will be retained along with the findings of fact.

### IV. Waiver of Rights

Nothing in this reduction in force and dismissal policy shall be determined as an abrogation of or as a waiver of right or procedures set forth under the Professional Negotiations Act or other applicable Washington State statutes or federal regulation.

APPENDIX F – Radiologic Technology Worksheet

Regular/Annualized Faculty Name: \_\_\_\_\_

Rad Tech Regular Faculty Instructional Assignments:

- \_\_\_\_\_ Student Contact Hours - Didactic and Lab Duties (Based on instructor's courses for the quarter).
- \_\_\_\_\_ + Student Contact Hours - Clinical (1 hour per student per week X the number of weeks per quarter, using the current quarter's student numbers).
- \_\_\_\_\_ + Travel @ 5 hours per week per quarter.
- \_\_\_\_\_ = Total
- \_\_\_\_\_ - 275 Faculty Instructional Contact Hours per Quarter. (Per section 6.3)
- \_\_\_\_\_ = Supplemental Hours – Can be assigned to Regular/Annualized or Adjunct Faculty. (Optional for regular/annualized faculty for up to 100 hours.)

Hours to be assigned:

Tentative Agreement

Mary Cross 7-12-19  
For BEA Date  
Appendix F - Worksheet

Paul Hill 7/12/19  
For BTC Date

# MEMORANDUM OF UNDERSTANDING – Student Discipline Process

## BETWEEN

### Bellingham Technical College and Bellingham Education Association

Every faculty member has the right and responsibility to expect acceptable behavior on the part of all students in the maintenance of a safe and sound learning environment. Student discipline shall be enforced fairly, consistently, and effectively. To ensure these efforts, the parties agree to establish a joint labor-management committee to review the current policy, procedures, and practices related to student discipline with the intent to make recommendations for improvements as are found necessary. The committee goals shall include:

- Ensuring a timely response to referrals for student discipline, including notification to the referring party or receipt of the referral and prompt action in the case of serious circumstances.
- Articulation of the process around and response to repeated offenses/referrals from a single individual.
- Clear direction from administration to faculty and staff regarding actions to be taken by all subsequent to student discipline referrals.
- Increased access on the part of faculty and staff to the student discipline process information and forms.
- Specific professional development training for faculty and staff both in dealing with disruptive students and working through the student discipline process.
- Continued safety training and identification of resources committed to respond to potentially threatening individuals.

Each party will select its members for the committee; the employer will also solicit representation from other bargaining units. The parties will endeavor to begin their process by October 15, 2016 with the goal of making recommendations through the appropriate governance channels before the end of the 2016-2017 academic year.

*September 27*  
Dated ~~October~~, 2016

*Kimberly Perry Ed.D.*  
Kim Perry, President

Bellingham Technical College

*Shirley E. Potter 1-5-17*  
*Mary Curran 1-5-17*

Bellingham Education Association

## MEMORANDUM OF UNDERSTANDING – WEAPAC Dues

Between the  
Bellingham Education Association  
And  
Bellingham Technical College

### **WEAPAC Dues Deduction**

Once BEA, in conjunction with the WEA, satisfies the requirements of the State Board for Community and Technical Colleges (SBCTC), BEA will provide documentation to BTC indicating the SBCTC's approval that WEAPAC payroll deductions may occur. Contingent upon this approval, BTC agrees to process monthly WEAPAC deductions from the salaries of BEA employees at their request. Employees will be required to complete and sign a form authorizing BTC to deduct WEAPAC dues on a monthly basis in the amount indicated by the employee until the authorization is rescinded by the employee.

**Once the above requirements have been satisfied, the parties agree this language will be incorporated into the BEA Collective Bargaining Agreement.**



## MEMORANDUM OF UNDERSTANDING –CC 233 Lunchroom Agreement



*Vice President of Instruction*

September 30, 2016

Via Hand Delivery

Jason Kefover, MS, BS, BA  
Mary Curran, MN, BS  
Co-Presidents BEA, Bellingham Technical College

Dear Mary & Jason:

Per our conversation yesterday regarding faculty utilizing Room 233 in Campus Center as a faculty and staff lunch room, the following is our shared understanding and agreement:

- We will schedule this room for faculty and staff use from 11:00 AM to 1:00 PM Monday thru Friday. There are several meetings that are regularly scheduled in this room and will continue to be scheduled as such based on need and historic use.
- There will be instances where we will need this room for meetings due to the lack of usable meeting space on our campus. We will do our best to provide reasonable notice of these occurrences.

As a College we are implementing a new governance plan beginning this academic year. Chad Stiteler, Vice President of Administrative Services, will place the consideration of a dedicated space in G Building for an employee lunch room, on the agenda of the Facilities governance committee. As we discussed, placing this consideration for review to this committee, does not constitute a guarantee that the request will result in fruition.

As always, I look forward to working with you to serve our students and stakeholders.

Sincerely,



Frank W. Powers, Ph.D.  
Vice President  
Instruction

phone 360.752.8323 assistant 360.752.8332 web [www.btc.edu](http://www.btc.edu) 3028 Lindbergh Avenue, Bellingham, Washington 98225-1599  
email [fpowers@btc.edu](mailto:fpowers@btc.edu)

# MEMORANDUM OF UNDERSTANDING – Clinical Drug Screening Agreement

Between the

**Bellingham Education Association and Bellingham Technical College**

## Purpose and Goals

Bellingham Technical College maintains relationships with a number of health care organizations (“Affiliates”) for the purposes of providing sites for health care clinical instruction and student clinical experiences. Some of these affiliates are enforcing a requirement that Bellingham Technical College (“BTC”) verify and attest that faculty members teaching clinical courses and/or overseeing students completing clinical assignments at their locations have passed a drug screening and criminal background check. As the continuing relationship with these affiliates is a requirement of these programs, Bellingham Education Association (“BEA”), and BTC (“The Parties”) share a mutual interest in meeting this requirement. This Memorandum of Understanding (MOU) sets forth mechanisms to fulfill the affiliates’ requirement while respecting employee privacy.

## Agreements

1. Prior to teaching clinical content and/or overseeing students completing clinical assignments at an affiliate location that requires BTC faculty members to have passed a drug screening and/or a criminal background check (“the requirements”), the faculty member will submit to the appropriate screenings and/or checks necessary to meet the requirements. In order to establish eligibility to perform their role at a given affiliate location, the results of the faculty member’s drug screening and/or criminal background check must meet the criteria of that affiliate location.
2. Faculty members who opt-out of the drug screening or criminal background check will likely be ineligible to accept clinical assignments at affiliate locations that have these requirements. As a result, they will likely be ineligible to accept clinical course assignments through BTC at those locations. Parameters for acceptable test results are at the sole discretion of the affiliate. Their eligibility for a specific affiliate location shall be based on the requirements set by the affiliate.
3. Faculty members who submit to drug screening and/or a criminal background check and receive a result out of compliance with a given affiliate’s standard will be ineligible to accept clinical assignments through BTC at the affiliate locations that require the screening(s).
4. If a tenured or tenure-track faculty member is ineligible to perform clinical work at an affiliate’s location under #2 or #3 above, they will remain ineligible for a time period determined by the affiliate’s requirement, if such a requirement exists. BTC will make an effort to adjust teaching assignments if a tenured or tenure-track faculty member is ineligible to perform clinical work, but may not be able to do so. Ability to perform clinical work is a requirement of faculty positions, and adverse employment action may result if a faculty member is unable to perform this clinical work. After any time period of ineligibility has passed, and if the faculty member remains employed as a result of teaching assignment adjustments, the faculty member may retest, and upon receiving a passing result within the parameters set by the affiliate, their eligibility for teaching assignments at a given affiliate location shall be restored. If the affiliate’s requirements do not include a waiting period for rescreening or a new background check, the faculty member may retest at any time to attempt to re-establish eligibility for that affiliate’s location. Assignments will not be adjusted mid-quarter to accommodate a re-test.
5. If a quarterly-contracted adjunct faculty member is ineligible to perform clinical work at an affiliate’s location under #2 or #3 above, BTC shall not be required to make an effort to adjust teaching assignments to accommodate them.
6. No part of this agreement shall be interpreted to permit requiring a drug screening, criminal background check, or a re-screening/check from a faculty member. If a faculty member has already passed a drug screening and/or a criminal background check that meets the clinical

affiliate requirements, or will not be teaching clinical content at a facility that requires drug screening and/or a criminal background check, no further drug screening or criminal background checks will be performed.

7. Faculty shall not be expected to bear the cost of any drug screenings for the purposes of this agreement absent reimbursement.
8. In the same manner in which other requirements for eligibility for clinical teaching assignments are currently managed by the Director or Dean of the appropriate program, drug screening and/or criminal background checks for the purposes of this MOU shall be managed by those offices.
9. BTC shall contract with a third-party vendor to conduct the drug screening and/or criminal background check, who will provide a record of satisfactory or unsatisfactory completion of the requirements to the Director or Dean of the appropriate program. A faculty member's ineligibility to work at affiliate locations may require consideration as to whether adverse employment action is necessary due to a faculty member not meeting the requirements of their position. In such cases, the faculty member's ineligibility may be communicated with other BTC offices. Apart from communication necessary to satisfy compliance requirements with the subject affiliate, under no circumstances shall drug screening or criminal background check information be shared with any other college personnel or departments, nor any other persons, internal or external to the college, subject to any applicable state or federal laws.
10. Drug screening and/or criminal background check scheduling, testing data, results and any other related data referenced in the MOU shall not be entered into any faculty member's personnel records, nor shall they be stored in a manner that would permit access to anyone outside of the office of the Director or Dean of the appropriate program, except as noted in #9 above.
11. The term of this agreement shall begin upon execution by both parties and end on June 30th, 2019, or to the date of final execution of the next faculty collective bargaining agreement, whichever is later.

Signed: 

Date: 4/25/2018

Bellingham Technical College

Gregory J. Rebin

Signed:  BTC

Date: 5/1/2018

Bellingham Education Association

President

## **MEMORANDUM OF UNDERSTANDING – Programmatic Managerial Responsibilities**

### **Between Bellingham Technical College and The Bellingham Education Association**

### **Concerning Support for Faculty with Programmatic Managerial Responsibilities**

The parties recognize that Articles 6.5 Workday/Workweek, 6.7.3 a) Contact Hour Model, 6.7.3 b) Credit Based Model, 6.7.3. d) (ii) Assignments with Additional Program Responsibilities, and 6.8 Instructional and Related Professional Duties of the existing BEA Collective Bargaining Agreement provide the necessary definitions and the existing process for seeking relief in situations that require immediate attention. This MOU in no way conflicts with or diminishes this contractual process. The parties agree to establish a joint labor-management ad hoc committee to proactively assess programmatic circumstances, needs, and potential solutions for:

- a. Single faculty programs and potential methods of providing consistent support for these faculty in completing management tasks.
- b. Faculty in unaligned programs in which support related to management tasks is unique to the program and difficult to provide in coordination with other programs.
- c. Faculty in aligned programs in which support related to management tasks may be coordinated with other programs.

The committee will be comprised of an equal number of BEA and administrative participants, e.g., two faculty and two administrators, as mutually agreed upon. The committee will begin work in fall 2022 with a status report to respective constituencies by the end of fall quarter. Work will continue through the 2022-2023 year as necessary. The parties may reconvene bargaining teams to assess and negotiate findings.