

Memorandum of Agreement  
Between  
Bates Technical College District  
And  
AFT WA Local 4184

**Over-enrolled courses/classes**

**Whereas**, Bates Technical College administration and faculty union have recently updated and implemented a new collective bargaining agreement, and;

**Whereas**, previous CBA language used to address instances where a faculty agrees to accept over-enrolled courses/classes and the method compensation for over-enrollment was eliminated, and;

**Whereas**, it is in the interest of the college to have the ability to offer over-enrolled classes so as to efficiently provide students access to educational opportunities needed to complete their degree pathway, and;

**Whereas**, providing compensation to remunerate and recognize an adjunct employee's willingness to instruct over-enrolled classes increases the likelihood that students will have the opportunity to access instruction in a timely manner.

**Now therefore**, it is agreed by and between the Bates Technical College District 28 Administration and the Bates Technical College Local 4184, AFT Washington/AFL-CIO, that the following provisions be implemented for remaining life of the current collective bargaining agreement (CBA), set to expire on June 30, 2024.

**Further**, it is agreed that the agreed upon language will be fully codified into the body of the current CBA (CBA placement, by section, is identified in the text of agreement below) and will be considered as part of the contract's starting language, from which changes would be negotiated, in the next full cycle of collective bargaining.

The following language represents the negotiated updates to the CBA for "Over-enrolled courses/classes" taught by adjunct faculty:

**Section 1.** As stated in the definitions for *General Education Class Capacity* and *Assigned Program Load*, employees reserve the right to refuse additional students above identified course/class capacities. If an adjunct employee does agree to accept enrollment in a course/class beyond the identified capacity, the final level of over-capacity will be established based on the course/class roster as of the 10<sup>th</sup> day of the quarter. Adjunct employees will be paid for the level of over-enrollment, as recorded on the 10<sup>th</sup> day, per the schedule identified in section 2 of this MOA. The acceptance of an over-enrolled course/class by an adjunct employee does not obligate the employee to accept over-enrollment in future course/class offerings.

(Future CBA codification will create a new section - 8.3 Over-enrolled courses/classes).

Section 2. For each student an adjunct employee accepts beyond the identified course/class capacity, that employee shall receive an additional payment based on the following schedule:

I.	A one (1) credit class	\$50.00
II.	A two (2) credit class	\$100.00
III.	A three (3) credit class	\$150.00
IV.	A four (4) credit class	\$175.00
V.	A five (5) credit class	\$200.00

(Future CBA codification will create a new subsection in section 7.6 Salary Guides – 7.6.7 Over-enrolled course/class compensation).

*Jim Androy*      5/6/22  
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on behalf of Jim Androy      Date  
Faculty Union President

*Johnny Hu*      6/1/2022  
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Johnny Hu      Date  
Vice President of Instruction