AGREEMENT
By and Between
BATES TECHNICAL COLLEGE DISTRICT NO. 28 AND BATES TECHNICAL COLLEGE LOCAL 4184 AFT WASHINGTON/AFL-CIO
JULY 1, 2024 - JUNE 30, 2027

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS 2
MEMORANDUM OF AGREEMENT 5
PREAMBLE 6
ARTICLE I DEFINITIONS AND RECOGNITION 9
1.1 Definitions 9
1.2 Recognition and Unit Designation 12
ARTICLE II DURATION AND SCOPE OF AGREEMENT 13
2.1 Duration of Agreement 13
2.2 Scope of Agreement 13
ARTICLE III RIGHTS OF THE EMPLOYER 13
3.1 Employer Rights 13
ARTICLE IV LABOR-MANAGEMENT 14
4.1 Purpose 14
4.2 Scope of Authority 14
ARTICLE V UNION RIGHTS 14
5.1 Leaves 14
5.2 Building Use 14
5.3 Facilities and Equipment Use 14
ARTICLE VI GENERAL CONTRACT PROVISIONS 15
6.1 Grievance Procedure 15
6.2 Diversity, Equity and Inclusion 18
6.3 Equitable Treatment/Nondiscrimination 18
6.4 Leave Approval 18
6.5 Bargaining a New Contract 18
ARTICLE VII VACANCIES, EMPLOYMENT, SALARIES AND BENEFITS 19
7.1 Vacancies 19
7.2 Regular Contract 19
7.3 Extra Pay for Extra Work 20
7.4 Special Assignments 21
7.5 Program Accreditation Compensation 21
7.6 Salary Guides 21
7.7 Payroll Deductions 23
7.8 Payment and Deductions of Salaries 23
7.9 Insurance Benefits 24
7.10 Staff Protection 24
7.11 Private Vehicle for College Purposes 24
7.12 Travel Allowances 24
7.13 Leave With Pay 25
7.14 Leave Without Pay 29
7.15 Retirement/Resignation Early Notification Incentive 30
7.16 Buy-out Incentive 30
7.17 Turnover Savings and Buy-out Costs 30
7.18 Rights of Regular Substitutes and Adjunct Employees 31
ARTICLE VIII WORKLOAD AND GENERAL CONDITIONS 32
8.1 Workload 32
Table A Weekly Workload 34
Table B Primary and Professional Responsibilities 35
8.2 Academic Freedom 35
8.3 Faculty Resource Handbook (FRH) 35

8.4 Job Description 36
8.5 Employee Files 36
8.6 Staff Development 36
8.7 Ownership of Materials 37
8.8 Covering Classes and Substituting 38
8.9 Itinerant Employees 38
8.10 Physical Facilities 38
8.11 School Construction 38
8.12 Grading Practices 39
8.13 Documentation of Incidents Involving Students 39
8.14 Assignment and Transfer 39
8.15 Attendance at Educational Conference 39
8.16 Professional Qualifications and Certification 40
8.17 Employee Calendar 40
8.18 Evaluation of Supervisor 41
8.19 Privacy and Off-Duty Conduct 41
8.20 Commencement 41
8.21 Program Effectiveness Three-Year Review and Reporting Process 41
ARTICLE IX TENURE 41
9.1 Tenure 42
ARTICLE X EMPLOYEE EVALUATION 44
10.1 Employee Evaluation 44
10.2 Corrective Action Plan 46
10.3 Discipline 46
10.4 Dismissal 46
10.5 Reduction-in-Force (RIF) 48
10.6 General Conditions Related to Reduction-in-Force 49
10.7 Reduction-in-Force Procedure 50
10.8 Hearing Procedure Used in RIF 50
10.9 Notice 50
10.10 Assigned Program Load List 52
10.11 Reduction-in-Force Categories 52
10.12 Seniority 53
ARTICLE XI MISCELLANEOUS 54
11.1 Reopened for Amendment 54
11.2 Copies of Agreement 54
AGREEMENT 55
APPENDIX A-1 56
APPENDIX A-2 57
APPENDIX A-3 58
APPENDIX A-4 59
APPENDIX B-1 60
APPENDIX B-2 61
APPENDIX C 62
APPENDIX D-1 63
APPENDIX D-2 64
APPENDIX E 65
APPENDIX F 66
APPENDIX G REGARDING CURRICULUM REVIEW 67
APPENDIX H-1 68
APPENDIX H-2 69
APPENDIX H-3 70

APPENDIX J..... 71
INDEX 73

MEMORANDUM OF AGREEMENT

The attached articles constitute a collective bargaining agreement which is hereby agreed to by the Trustees of Bates Technical College through their negotiating team undersigned, the Bates Faculty Local 4184 AFT Washington/AFL-CIO through their negotiating team undersigned, to be presented to the parties of this Agreement for a ratification vote.

Negotiators for Bates Technical College:

Steve Ashpole _____

Marcus Harvey Marcus Harvey _____

Darrell Haynes Darrell R. Haynes Darrell Haynes (Aug 2, 2024 11:55 CDT) _____

Dr. Johnny Hu _____

Sarah Zhang _____

Negotiators for Local 4184 AFT Washington/ AFL-CIO:

Jim Androy Jim Androy Jim Androy (Jul 31, 2024 16:08 PDT) _____

Jason Carroll Jason l. Carroll Jason l. Carroll (Jul 31, 2024 15:20 PDT) _____

Dana McNutt Dana McNutt Dana McNutt (Jul 31, 2024 15:26 PDT) _____

Amy Mackey Amy Mackey _____

Karen Patjens Karen Patjens Karen Patjens (Jul 31, 2024 15:42 PDT) _____

Patty Reno Patty Reno Patty Reno (Aug 1, 2024 07:17 PDT) _____

PREAMBLE

The following articles constitute an Agreement by and between the Board of Trustees, Bates Technical College District 28, hereinafter called the "Employer" and the Bates Technical College Local 4184, AFT WASHINGTON/AFL-CIO, hereinafter referred to as the "Union."

This Agreement represents a good faith, negotiated change to multiple sections, as compared to previous versions of negotiated agreements between college administration and the faculty union. These changes are not intended to affect members' primary day-to-day work experience.

The updated sections reflect fundamental changes in both parties' shared organizational understanding of workload, program organization and capacity, and the relationship of these elements to compensation. As the codification of labor management working relations, both parties recognize the need for continued cooperation in establishing new operational norms related to:

1. Annual course construction patterns recognizing the state requirements of credit calculation.
    a. Programs and their placement in various organizational constructs and alignment with statewide initiatives (e.g. ctcLink, Guided Pathways).
    b. College program capacity and the student metrics used to set these levels.
    c. It is understood these new norms will shift from headcounts traditionally referenced in Appendix J.
2. The administration and faculty will cooperate in the identification of new capacity levels for identified college programs over the life of this negotiated agreement. Both parties agree to Appendix J, included herein, as the reference for programs awaiting the required analysis to establish the new capacity levels.
    a. It is the goal of both parties for Appendix J to sunset with the expiration of this agreement.
3. How faculty workload is understood and calculated.
    a. It is recognized these new norms will reflect the mutually desired goal of maximizing student access to college programs while maintaining an identifiable, balanced work environment for faculty.
4. Incorporating 1 through 4 into established processes related to the implementation of this agreement.

ARTICLE I
DEFINITIONS AND RECOGNITION

1.1 Definitions

Academic Employee(s) - Employees in the bargaining unit represented by the Union Federation as defined in the recognition and unit designation section 1.2 clause, and referred to from time to time as "Faculty," "Faculty Members," "Employees," "Instructors," and "Teachers,". “Librarians," “Curriculum Assessment Coordinator,” “Career Advisors,” “Outreach and Recruitment Coordinator,” and "Counselors”.

- Full-time Employees
  - Employees contracted by the College to work at least thirty-five (35) and no more than forty (40) hours per week during the two-hundred fourteen (214) or two-hundred twenty-five (225) day academic year.
  - Deviations from the above work schedules, reference Article 8.17.

- Part-time Employees (Annually contracted)
  - Part-time employees that are contracted by the College to work less than thirty-five (35) hours per week or less than two-hundred fourteen (214) days per academic year.
  - Deviations from the above work schedules, reference Article 8.17.

Academic Quarter - Four identified periods of instruction, Summer, Fall, Winter and Spring, as defined on the negotiated calendars, Appendix H.

Academic Year - The two-hundred fourteen (214) work days on the negotiated calendars, Appendix H.

Adjunct faculty - Faculty hired on a quarterly or less contract.

Annually Contracted Employee - A full-time or part-time employee that has been issued a regular contract on an annual basis July 1 through June 30.

Appointing Authority - The Board of Trustees of Bates Technical College District 28.

Assigned Program Load - Program loads for Certified Career Training Categories as they pertain to RIF (Article 10.10) in accordance with the Assigned Program Load List, Appendix J in effect at the date of execution of the collective bargaining agreement. The Assigned Program Load is included in the collective bargaining agreement as an attachment for the purpose of reference to Article 10.10. The employee reserves the right to refuse additional students above the assigned load.

College - Bates Technical College District 28.

Cover Classes - When an employee holding valid vocational certificates provides classroom access to and periodic classroom presence for students during their regular work hours.

Developmental Education - 90-level courses designed to help students improve the fundamental academic skills (particularly in writing, reading, and math) needed to achieve success in college-level courses.

Employee(s) - A faculty member assigned to the bargaining unit.

Employee Appointment - Shall mean full-time employees employment consistent with RCW 28B.50.

Employer - The Board of Trustees of Bates Technical College or its delegated representative(s).

General Education - 100-level and above college courses in the major domains of knowledge such as communication, quantitative, humanities, natural science, and social sciences that are required to fulfill certificate, associate, and baccalaureate credentials. The ICRC Handbook is a source for identifying general education (generally transferrable) courses.

Hybrid Class - A class that consists of two distinct and equally developed components: online and scheduled in-person meeting times. Both components are mandatory and should be between 40 and 60 percent of the seat time and instructional content.

In-class Teaching Hours - For the purposes of establishing part-time academic employees' State-mandated benefits under RCW 28B.50.489, in-class teaching hours are defined as contractually assigned teaching duties excluding office hours and contractually delineated non- student contact related job duties.

In-person Class - A class taught fully face-to-face with scheduled meeting times which does not require web-based tools.

Insubordination - Willful or continuous disregard of direct orders or directions from an authorized administrator.

Itinerant Employee - Faculty who teach at multiple campuses during the course of a single day.

Moonlight - Compensation for contracted, instructional work assignments beyond the regular quarterly full-time load taught by full-time faculty.

Non-Instructional Work Days - Non-instructional work days, excluding Professional Development and Planning Days, are identified on the negotiated academic calendar. Faculty and the College will jointly coordinate, whenever possible, mutually beneficial activities, including, but not limited to, assessment, revising and updating coursework, accreditation, curriculum revisions, program enhancement, equipment maintenance and outreach.

Online Class - A class in which all instruction occurs online. Instruction can be synchronous or asynchronous or a combination of both. Scheduled in-person activities (assessment, exam and/or orientation) may be required for class completion.

Planning Days - Non-student contact work days, scheduled in between quarters on the negotiated calendars. College mandatory training and professional development days will not be held on planning days.

President - President of Bates Technical College.

Probationary Employee Appointment - An employee appointment for a designated period of time, not to exceed nine (9) consecutive quarters excluding summer quarter and approved leaves of absence, which may be terminated without cause upon the expiration of the probationer's term of appointment.

Probationer - An individual holding a probationary employee appointment.

Program Accreditation - Status granted to a program or other entity that meets stated criteria of quality. Accreditation of professional curricula is conferred by non-governmental bodies which are often associated with professional association in the field. The College reserves the right to determine which programs may seek accreditation.

Related Instruction - 100-level and above college courses in program-related areas of communication, computation/quantitative, and human relations for applied or specialized associate degree or certificate programs of 45 quarter credits in length.

Senior Administrator (SA) - Most senior Instructional administrator and/or most senior student services administrator, or their assigned designee.

Seniority - One year of service will be credited for annually contracted full-time tenured and probationary employees who work a minimum of one-hundred seven (107) days on or before June 30, annually. Seniority will only be used in the event of a RIF.

Stacked Courses - Multiple instructional education courses with a combined student headcount not to exceed 25, utilized primarily to avoid cancelling low enrolled courses. The use of stacked courses will be collaboratively developed between the Dean and the faculty member(s). The final decision to offer stacked courses will rest with the VPI.

Statutory Benefits - Refers to eligibility to participate in sick leave, retirement systems, Public Employee Benefit Board (PEBB) and Heath Care Authority (HCA) administered plans as defined by applicable RCW, WAC, College policies and benefit provider requirements.

Stipend - A one-time payment.

Student Contact Hours - The time employees are assigned for teaching and supporting students.

Substitute - A person who is hired to work in the absence of the regular employee on an “as needed” basis as determined by the College and generally does not meet the threshold for a contract.

Supervisor - The individual assigned by the appropriate SA who directly supervises and evaluates employees.

Transitional Studies - 80-level or below courses designed to address skill development and prepare students to enter college level courses, or the workplace.

Union - The Bates Technical College Local 4184, AFT Washington/AFL-CIO.

VPI - Vice President of Instruction/Chief Academic Officer

Web Enhanced In-person Class - A class taught fully in-person with mandatory scheduled meeting times, and faculty members will use web-based tools to communicate with students and provide assignments.

Work Day for determining shift differential -

- Any day the employee is regularly scheduled to work.

- Day - a seven (7) or eight (8) hour work day beginning no earlier than 6:00 a.m. and ending no later than 5:00 p.m.
- Afternoon - a seven (7) or eight (8) hour work day beginning no earlier than 12:00 p.m. and ending no later than 11:00 p.m.
- Alternative/late evening - a seven (7) or eight (8) hour work day beginning at any other time, including weekends, other than those defined as Day or Afternoon.

1.2 Recognition and Unit Designation

1. The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit described below in Article 2.2, section 2.
2. The bargaining unit consists of all non-supervisory full-time and part-time academic employees of the College. This includes substitutes, career specialists/advisors, and employees funded through grants, or other categorical funds, or and instructors not included in the above definition.
3. Excluded from the bargaining unit are the president, administrators, administrative interns, and those instructors working for or under the direction of a Joint Apprenticeship Committee, whose parent unions have requested non-participation in writing from Local 4184 because of violation of their International or Local Union bylaws and all other District employees.
4. Exceptions to this section shall be bargained between the College and the Union.
5. Disputes regarding the representative status of any employee shall be resolved in accordance with RCW 28B.52.

ARTICLE II
DURATION AND SCOPE OF AGREEMENT

2.1 Duration of Agreement

This Agreement shall be effective as of July 1, 2024 and shall continue in full force and effect until June 30, 2027.

2.2 Scope of Agreement

1. This Agreement constitutes the entire negotiated Agreement between the College and the Union and supersedes any previous agreements and understandings between the parties. In addition, this Agreement supersedes any rules, regulations, policies, resolutions or practices of the College which shall be contrary to or inconsistent with its terms.
2. Both parties believe that all provisions of this Agreement are lawful. If any provision of the Agreement is contrary to existing or future law, the remainder of the Agreement shall not be affected thereby. If a provision is contrary to law, the parties, upon request of either party, shall enter into negotiations within thirty (30) days for the purpose of arriving at a mutually agreeable satisfactory replacement of the provision.
3. The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals during the course of negotiations. The results are set forth in this Agreement. Therefore, except as specifically stated otherwise in this Agreement, the College and the Union agree to waive the right to oblige the other party to negotiate any permissive subject unless mutually agreed otherwise.
4. Nothing herein will be construed as a waiver of the parties' collective bargaining rights and obligations with respect to matters related to wages, hours and working conditions.
5. The Employer and the Union agree that disputes which may arise between them shall be settled without resort to strike or lockout.

ARTICLE III
RIGHTS OF THE EMPLOYER

3.1 Employer Rights

The Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Washington and of the United States for the management and operation of the College, subject to the provisions of this Agreement.

ARTICLE IV
LABOR-MANAGEMENT

4.1 Purpose

A Labor-Management Committee (LMC) may be established. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor- management relations. It is mutually recognized that both parties come to the table as equals and each party is representing their constituencies. The LMC will meet, discuss and exchange information of a group nature and general interest to both parties. The employee representatives shall be selected by the Union. The principles of Interest Based Problem Solving will be used to the fullest extent possible during committee meetings. Procedures and ground rules will be mutually agreed upon by the LMC.

4.2 Scope of Authority

The LMC shall have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any LMC activity shall be subject to the grievance procedure.

ARTICLE V
UNION RIGHTS

5.1 Leaves

1. Up to a total of twenty (20) days of release time per academic year shall be provided to the Union for released time for officers and representatives of the Union.
2. Requests for such leave shall be made through the appropriate administrator or to the President in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates RCW 28B.52.

5.2 Building Use

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

5.3 Facilities and Equipment Use

To assist it in its representational functions and consistent with applicable laws, the Union shall have the right to use College facilities and equipment when they are not otherwise in use and when such usage would not interrupt routine College operations. This shall include meeting rooms, computers, email, audio-visual, fax, copiers, and so forth, subject to standard College fees and conditions. The Union agrees to reimburse the College for the actual cost of incidental materials and supplies used by the Union.

5.4 Unit Representation Fee

1. No employee will be required to join the Union. However, members of the bargaining unit will have a representation fee deducted from their salaries. The College is authorized to deduct the required amount from each monthly paycheck. The amount of the representation fee will be determined by the Union. The Union will notify the Business Office of any dues increases. The business office will have 30 days to implement the change. The representation fee shall be regarded as fair compensation and reimbursement to the Union for fulfilling its legal obligation to represent all members of the bargaining unit. Refer to RCW 28B.52.045.
2. Substitute and part-time employees who are scheduled to work an average of twenty (20) hours or more per month during the academic year are eligible for the representation fee. The College will implement the representation fee at the beginning of the following payroll period so that the College will not have to split a payroll period into hours which are eligible and not eligible for the payment of the representation fee.
3. The Union agrees to defend, indemnify and hold the College harmless (suits by the College excepted) against any and all claims, suits, orders, or judgments brought or issued against the College as a result of any action taken or not taken by the College pursuant to proper implementation of this section contingent upon the College's agreement that the Union shall be authorized to defend such suit through an attorney of the Union's own choosing.

ARTICLE VI
GENERAL CONTRACT PROVISIONS

6.1 Grievance Procedure

A grievance is a claim based upon an alleged violation of this Agreement, written College policies, regulations and rules adopted by the Board, or unfair and inequitable treatment of an employee by an administrator. All grievances shall be presented in writing on the negotiated grievance form. Grievance resolutions shall be reduced to writing and signed by both parties.

6.1.1 Preamble

1. The Union and the College agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the College encourage problem resolution between employees and supervisors, and are committed to assisting in resolution of disputes in a timely manner. In the event a dispute is not resolved in an informal manner, this article provides a formal process for problem resolution.
2. Prior to filing a written grievance, the employee shall discuss the concern with the appropriate supervisor and every effort shall be made to solve the problem at this level in an informal manner. In the event that the problem is not resolved within the time frame specified in Article 6.1.3 by such discussions, the employee, when possible, will inform the supervisor that the issue many be filed as a grievance. The employee shall be responsible to document all informal efforts to resolve the problem.

6.1.2 General Conditions Related to Grievance Process

1. The number of days indicated at each level shall be considered to be a maximum, and every reasonable effort shall be made to expedite the process. Failure by the grievant to meet time limits established shall constitute waiver of the grievance for all purposes. Failure by the College to meet time limits shall automatically move the grievance to the next level. However,

time limits may be extended by mutual written agreement.

2. If a Level One grievance is not filed within forty-five (45) working days from the time the individual employee or Union became aware, or reasonably could have been aware, of the act or the creation of the condition upon which the grievance is based, then the grievance shall be waived.
3. The Union is the exclusive bargaining representative for all employees covered by this Agreement. The Union shall be considered the "grievant" in all grievances filed on behalf of an employee or employees.
4. A grievance may be filed by the Union on behalf of any or all affected members.
5. Representation for employees shall be through the Union, unless the employee has elected to "self-represent". If the individual employee chooses to self-represent, the Union shall be entitled to be present and provide information, testimony or evidence at any grievance meeting. The Union is solely responsible for determining which grievances will be submitted to arbitration.
6. The employee with a grievance shall be accompanied by a representative designated by the Union in any meeting related to a step in the grievance procedure.
7. In the event grievances are based on action(s) taken by a higher level administrator, then that grievance may be filed at the appropriate level so that the issue can be addressed by that administrator. This means that in such circumstances, some grievances may be initially filed at Level Two or Level Three.
8. Upon written request of the Union, or its designated representative, the College will produce copies of documents needed to process grievances.
9. There shall be no retaliation by the Union, the College or its employees for involvement in or use of the grievance procedure.
10. In order to preserve an orderly grievance resolution process, once a grievance is moved to a higher level, the authority to take action to resolve the grievance shall reside with the supervisor at that level. Supervisors who were responsible for the grievance at lower levels shall not continue attempts to resolve the grievance once it has moved beyond their level.
11. No newly alleged violations may be added to the current grievance after the initial written grievance is filed, except by written mutual agreement.
12. If the College provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

6.1.3 Grievance Timeline

Within ten (10) work days of delivery of a written grievance at any level, the appropriate supervisor shall schedule a meeting with the individual employee and the Union. Within ten (10) work days after the meeting the supervisor shall render a decision in writing, and deliver it to the grievant, with a copy delivered to the Union president. If the grievance is not resolved, or no decision has been rendered within ten (10) work days, the grievant may move it to the next level. Timelines must be strictly adhered to unless mutually modified in writing by both parties.

6.1.4 Grievance Levels

1. If an issue is not resolved by informal discussions with the supervisor, within the timeline cited in Article 6.1.3, the grievance will be submitted in writing on the negotiated grievance form.
2. The grievance must include the following information:
    a) The date of the alleged incident
    b) The nature of the grievance

c) The facts upon which it is based
d) The specific article and section of the Agreement violated
e) The specific remedy requested
f) The name of the grievant
g) The name and signature of the authorized Union representative

3. The Union will file the grievance on behalf of the member(s) at the appropriate level.
   a) **LEVEL ONE** - Immediate Supervisor
   b) **LEVEL TWO** - Second Line Supervisor or Designee
   c) **LEVEL THREE** - President or Designee
   d) **LEVEL FOUR** - Optional Alternative Dispute Resolution (ADR)
      i. The Union and College President or designee may mutually agree to submit the dispute to ADR. In the event a grievance is submitted to ADR, the timelines for submission to arbitration shall be set aside, until the ADR process is completed.
      ii. ADR must be requested within ten (10) work days of receiving the Level Three response. Both parties will jointly agree upon an ADR facilitator. The costs of ADR will be borne equally by the parties. Sources of third-party facilitators may include, but are not limited to, Public Employee Relations Commission (PERC) and Federal Mediation and Conciliation Service (FMCS). If an agreement is not reached through the ADR process, then the Union may request arbitration in accordance with the Level Five process below.
   e) **LEVEL FIVE** - Arbitration
      i. If the grievance is not settled at Level Three (or Optional Level Four), or if no decision has been rendered within ten (10) work days of the Level Three (or Optional Level Four) meeting, then within twenty (20) work days, the Union may file a demand for arbitration. The demand for arbitration shall be submitted in writing to the American Arbitration Association under its voluntary rules. A copy of the demand shall be submitted to the College President or designee. The College and Union will select the arbitrator in accordance with the selection procedures of the American Arbitration Association.
      ii. If a grievance is based upon an alleged violation of this Agreement and/or written College policies, regulations and rules adopted by the Board and/or unfair and inequitable treatment, then only that portion based upon the alleged violation of this Agreement, which is initiated consistent within time limits herein established prior to the expiration of this Agreement, shall be subject to arbitration.
      iii. The arbitrator shall have authority to hold hearings and make procedural rules. The College and the Union request and expect that the arbitrator's findings will be issued within thirty (30) calendar days after the date of the close of the hearings or, if requested by either party, within thirty (30) calendar days from the date the written briefs are submitted to the arbitrator.
      iv. The arbitrator's findings shall be submitted in writing to the College and to the Union and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statues, all provisions of this Agreement and shall be binding on both parties. The arbitrator may retain jurisdiction until such time as the award is completed.
      v. Either party may request that procedural and substantive issues be consolidated for the hearing, provided that the arbitrator shall resolve procedural issues before hearing the merits of the grievance, unless the parties mutually agree

otherwise.

vi. The fees and expenses of the arbitrator shall be borne equally by the College and the Union. Costs of representation and/or witness fees shall be borne by the party incurring them.

vii. The arbitrator shall have no power to alter, add to, subtract from, disregard or modify the terms of this Agreement.

viii. Because other avenues of redress are covered in RCW 28B, the arbitrator shall have no power or authority to rule on any of the following:

a. The termination of service for cause or failure to re-employ any non-tenured probationary employee.
b. The termination of services or failure to re-employ any part-time employee.
c. Employee evaluation, provided, however, the evaluation procedures in Article X, shall be subject to arbitration.
d. Dismissal for sufficient cause or reduction-in-force of bargaining unit employees provided the procedures required prior to the issuance of formal notice Articles 10.7, 10.8, 10.9 shall be subject to arbitration.

6.2 Diversity, Equity and Inclusion

The Union and the College recognize the importance of the development of strategies and best practices regarding diversity, equity and inclusion. Both parties embrace and promote best practices that create a more inclusive and equitable college community.

6.3 Equitable Treatment/Nondiscrimination

1. The parties agree that they will not engage in any act or practice or pursue any policy which results directly or indirectly in coercion or discrimination on the basis of race, creed, color, national or ethnic origin, gender, marital status, sexual orientation, age, religion, status as a veteran, disability or political affiliation.
2. The College will not discriminate in applying the provisions of this Agreement.
3. The Employer agrees that it will not discriminate against employees because of their membership or non-membership in employee organizations.

6.4 Leave Approval

The authority to grant leaves rests with the President or designee. The responsibility for reviewing an application for leave is that of the SA.

6.5 Bargaining a New Contract

1. The Employer and Union may agree to use a collaborative bargaining approach when negotiating a new contract. Such processes may follow guidelines provided by the Federal Mediation and Conciliation Service (FMCS).
2. The Union will notify the Employer no later than ninety (90) days prior to expiration of the collective bargaining agreement to formally open negotiations. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each party. The Employer and the Union may list the issues to be negotiated at the first meeting. Other issues may be added to

the list at a later date if mutually agreed to.

3. During negotiations the following principles of Interest Based Bargaining, as established by the FMCS, will be used to the extent possible by both parties:
    a) Share relevant information which is critical for effective solutions
    b) Focus on issues, not personalities
    c) Focus on the present and future, not the past
    d) Focus on the interests underlying the issues, not only on positions
    e) Focus on mutual interests; helping to satisfy the other party's interests as well as your own
    f) Brainstorm to generate options to satisfy mutual and separate interests
    g) Evaluate options to satisfy those interests by objective criteria, rather than power of leverage
4. The negotiators for each party shall have the authority to make tentative agreements. However, final agreement shall be contingent upon favorable ratification by the Board and the Union.
5. Bargaining sessions will be conducted according to a set of ground rules established by the parties at their first meeting. The Employer will release up to five (5) negotiators on the Union team without loss of pay for negotiation sessions scheduled during the work day.
6. Upon request by the Union, the Employer shall furnish information including but not limited to, budget, monthly and annual financial report(s) and staff placement on the College salary schedules.
7. Any changes in these procedures shall be made through the process of bargaining as provided herein.

ARTICLE VII
VACANCIES, EMPLOYMENT, SALARIES AND BENEFITS

7.1 Vacancies

1. All authorized full-time faculty position vacancies, new or replacement, will be posted on the Employer's official job website. The tenure status will be clearly identified on the job posting. See Article IX.
2. In RIF categories with four or more full-time faculty, at least 50% of full-time faculty will be tenured or tenure track. Grant funded and soft money positions are excluded from calculating the minimum requirement.
3. When a faculty position, with tenure status, becomes vacant in a multi-faculty program, and if the position will be rehired as a tenure track, the administration will conduct an internal recruitment process when attempting to fill the position. The goal of the internal process is to provide full-time faculty in non-tenured positions an opportunity to apply prior to external recruitment.
4. Employees shall receive written notification of their terms of employment (regular contract, appointment letter, payroll authorization, or temporary contract) prior to beginning work or within twenty (20) work days after commencing work. Notification will include compensation and expected duration of employment and a copy will be provided to the Union and placed in the employee's personnel file.
5. Each new employee will be oriented to policies and rules governing the College.

7.2 Regular Contract

1. A full-time or annually contracted part-time employee shall be issued a regular contract effective July 1 through June 30 each year, entitled "Employee Employment Agreement" which shall be in conformity with Washington State law. This contract will be issued prior to July 1 each year. The

following statements shall be a part of the personnel contract:

a. This contract shall be subject to the terms and conditions of any agreement between the College and the appropriate exclusive bargaining representative.
b. Prior to development of any contract or agreement offered to members of this bargaining unit, the College will meet and confer with the Union.
c. It is hereby agreed between the Employer and the Union that full annual benefits or pro-ration thereof in accordance with the Agreement, are earned by each employee by completion of the terms and conditions of the full-time employee agreement or part-time contracted employee agreement, and that all such benefits shall be provided without interruption throughout the fiscal year in accordance with applicable RCW's.

7.2.1 First Right of Refusal

All full-time teaching faculty will have the first right of refusal during course/schedule planning to teach classes for which they are qualified as determined by the VPI. Full-time teaching faculty will not be displaced by any adjunct or part-time faculty during course/schedule planning.

7.2.2 Request to Not Work Summer Quarter

Full-time employees may request to not work summer quarter of the following year. Employees must submit their request in writing to their supervisor no later than June 1 of the preceding year to request next year's summer off. Supervisors will inform employee of decision by June 15 and shall submit copies of approved request to Human Resources and Payroll as soon as possible, but no later than June 20 for processing annual contracts and payroll for the upcoming year.

7.2.3 Temporary Contract

1. A temporary contract may be issued to an employee hired for a temporary position or to replace an employee granted a leave of absence by the President or designee. Each temporary contract shall be subject to the provisions of this Agreement.
2. Temporary contract employees may be assigned to a position which will be most advantageous to the Employer and shall maintain no claims to a specific position or duties.
3. A person on temporary contract will be considered for employment as openings occur, in accordance with the Employer's hiring policy.

7.3 Extra Pay for Extra Work

1. It is recognized that employees normally engage in certain job related activities not specifically delineated in this agreement. Examples of such activities include, but are not limited to, ongoing curriculum improvement, integration of new technologies, faculty professional development, program or curriculum assessment, College and program promotional activities, customer service tasks, program accreditation, etc. Accordingly, upon application, each contracted employee shall receive the equivalent of ten (10) extra days pay during each contractual year at the employee's per diem rate. In the event a contracted employee is hired after the start of the contract year, they will receive a prorated portion thereof.
2. EPEW cannot be earned in the month of June.
3. If requested by the appropriate SA, employees shall provide appropriate documentation regarding the utilization of EPEW time, including dates, times and the nature of activities accomplished.

4. Faculty members can submit for EPEW once each academic quarter, for hours earned in that academic quarter. The application and all documentation for EPEW must be submitted by the last day of the academic quarter in which the work was completed.

7.4 Special Assignments

Work beyond the regular contract load shall be negotiated between the SA and faculty member.

7.5 Program Accreditation Compensation

1. In programs that have been approved to seek accreditation, the VPI shall choose the lead faculty and support faculty responsible for completing the accreditation work in multiple instructor programs.
2. Lead faculty will be eligible for four additional EPEW days to compensate for this work. Support faculty will be eligible for two additional days of EPEW to compensate for this work. These additional EPEW days are credited upon submission of the accreditation document to the accrediting body.

7.6 Salary Guides

7.6.2 Salary Schedule

A. New hires will begin at $53.18 per hour on the following table.

New hire annual min hrly	214/7	214/8	225/8
$53.18	$79,660	$91,047	$95,727

B. The maximum hourly rate that can be earned is $73.46 per hour.

Max hrly rate	214/7	214/8	225/8
$73.46	$110,043	$125,764	$132,228

7.6.2 Experience Increases

A. Every two years faculty whose hourly rate is between the minimum and maximum as stated in Article 7.6 section 1 A. and 1 B., above, shall receive $1.40 per hour increase in their individual employment agreement. Faculty who are at or above the maximum rate will not receive any more experience increases.
B. Faculty who successfully obtain tenure status shall receive a single step increase of $1.40 per hour.
C. Biennial experience steps will be earned by annually contracted employees who work more than one half of the contracted academic year
D. For new faculty members hired with an initial annual contract length greater than 108 days of the academic year in which they are hired, the initial contract will count as a full year when calculating a faculty members eligibility for experience steps. If the initial contract is less than 108 days, the faculty member's first year will be the first full academic year they are employed.

E. The effective date of experience steps shall be July 1

7.6.3 2024 One-time Salary Adjustment

Employees who are scheduled to receive their experience increases on July 1, 2025 will receive them on July 1, 2024. This group of employees shall be eligible for experience step increases beginning in July 1, 2026.

7.6.4 Salary and Compensation Adjustments

A. Legislatively authorized cost of living increases for faculty shall be applied to the minimum and maximum hourly rates stated in Article 7.6. section 1 A. and 1 B., above.
B. Implementation of any salary increases, other than biennial experience increases (as provided in Article 7.6. section 2 A. above), or any other benefit provided for in this Agreement which is to be funded by general funds of the State of Washington shall be provided so long as it is consistent with the legislative appropriation and/or authorization or with any subsequent modification thereto by the legislature.
C. Afternoon and alternative/late evening Career Training faculty will be paid on the negotiated salary schedule with a shift differential of five percent (5%). After the probationers first sixty (60) work days, the shift differential pay reflects the expectation that afternoon and evening Career Training faculty may be assigned College duties during daytime hours outside of scheduled working hours. The shift differential does not preclude the faculty from using available EPEW hours as compensation for assigned daytime duties.

7.6.5 New Offers of Employment

A. New hires will begin at the new hire hourly rate.

B. The Human Resources office may make offers up to two (2) steps above the minimum salary as stated in Article 7.6.1.A. HR will consult with the local union president or designee before placing an employee more than two (2) steps above the minimum salary.

C. The criteria considered for salary placement above the minimum salary may include, but not be limited to:

i. Longevity and relevant experience in higher education and/or industry as appropriate
ii. Level of credentials above the position's minimum qualifications
iii. Preferred qualifications met
iv. Recruitment and retention issues
v. Other significant achievements relevant to the position or in alignment with the College's strategic and succession planning

7.6.6 Part-time Compensation for Continuing Education, Apprenticeship and Adjunct General Education (GenEd) Instructors

A. Employees teaching continuing education, apprenticeship and GenEd classes shall be paid as follows:
   a) Full-time employees shall be paid at their regular hourly rate of pay for teaching continuing education and apprenticeship classes beyond their regular work assignment.
   b) Other employees teaching continuing education, apprenticeship and GenEd classes shall be paid no less than the minimum hourly rate on the salary schedule.
   c) Part-time GenEd faculty will be paid for one additional hour of work for every four (4) hours of instruction to compensate time spent grading and assessing student work assignments.
   d) Employees teaching non-state supported FTE continuing education and apprenticeship classes funded through contract training or student funding, shall be paid at the rates

established above unless a higher rate is negotiated, based upon established written criteria, with the immediate supervisor and approved by the SA.

e) Substitute employees will be paid substitute rate in accordance with salary schedules. Employees who substitute will receive their regular rate of pay, or proration thereof for the hours worked as a substitute.

f) Adjunct employees teaching standalone classes that fall under the definition of General Education Class Capacity reserve the right to refuse additional students above identified class capacities. If an adjunct employee does agree to accept enrollment in a class beyond the identified capacity, the final level of over-capacity will be established based on the class roster as of the 10th day of the quarter. Adjunct employees will be paid for the level of over-enrollment, as recorded on the 10th day, per the schedule identified in the following table. The acceptance of an over-enrolled class by an adjunct employee does not obligate the employee to accept over-enrollment in future class offerings. For each student an adjunct employee accepts beyond the identified 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

7.7 Payroll Deductions

1. The College shall provide for deductions from employees' salaries and wages in accordance with Title 41 RCW: Public Employment, Civil Service and Pension. The College benefits coordinator will notify employees of the payroll deductions available to them and of any additions, deletions or changes.
2. Special deductions over $100 due to overpayment by the College will be deducted in small equal payments. The payroll deduction to repay the overpayment will not exceed the mutually agreed upon amount. Explanation of these deductions will be supplied to the employee by the College.

7.8 Payment and Deductions of Salaries

7.8.1 Method of Payment of Salaries

1. In general all full-time contracted employees shall be paid in twenty-four (24) installments consistent with the negotiated salary schedule(s) on the tenth (10th) and twenty-fifth (25th) day of each calendar month as specified in RCW 42.16.010. When the designated payday falls on Saturday, the pay date shall be the Friday preceding; when the designated pay date falls on Sunday, the pay date shall be the following Monday.
2. An employee separating from the College prior to completing his/her contract is obligated to pay the College back for any amount overpaid for salary and benefits, which can occur due to the prepayment of salary and benefits for the month of August, early each fiscal year. The amount due shall be computed by crediting the employee with a pro-rata of the annual salary for each day

contracted (including days absent on authorized leave with pay) and by subtracting this from any amounts previously paid. In the event that an employee fails to reimburse the College for any salary and benefit overpayment due, the debt may be referred to collections.

7.8.2 Deduction of Salary for Absences

1. Deduction of salary for absences not covered by leave with pay is computed at per diem based on the annual salary for each day's absence. This is determined by dividing the contracted salary by the number of days agreed to in the employee's personnel contract.
2. Contracted employees who are unable to report for duty during the first pay period in September because of personal illness shall be placed on payroll and be paid 1/24 of their annual salary each pay period, as provided above, until all sick leave is exhausted. If an employee is unable to report for duty after all sick leave has been exhausted, said employee must request a leave of absence.

7.9 Insurance Benefits

1. Health insurance benefits shall be offered to qualified employees through the Public Employee Benefit Board (PEBB).
2. An employee is eligible for health and retirement benefits if the employee's working assignment averages fifteen (15) student contact hours per week or more and meets the qualifications for eligibility as outlined by the Health Care Authority (HCA) Washington State Department of Retirement Systems (DRS) or TIAA guidelines.
3. Employees that have previously established eligibility for health care benefits and have an average workload of 50% or more during each of the preceding two academic years within the Washington State Community and Technical College System (SBCTC) may be eligible to maintain health care benefits as authorized under State Law.
4. Procedures and guidelines for insurance benefits are available through the Human Resources office.

7.10 Staff Protection

1. The College will take prudent and reasonable measures in an effort to provide a safe and healthy environment for employees, students and visitors.
2. The College shall protect employees by indemnification through the State of Washington Tort Liability Fund established by RCW 4.92.

7.11 Private Vehicle for College Purposes

1. The Employer will not require an employee to use his or her personal vehicle for College purposes, unless required as an essential function identified in the employee's job description.
2. It is the personal responsibility of an employee who uses his/her personal vehicle in the performance of duties to carry public liability insurance for bodily injury and property damage. This will be utilized prior to the State's possible provision of any excess liability protection.
3. Claim for reimbursement under RCW 4.92.130 must be made to the Washington State Torts Division.

7.12 Travel Allowances

Employees required to use their private automobile to travel on Employer business or required to

attend meetings at a building other than one to which they are regularly assigned shall be compensated at the Office of Financial Management (OFM) approved rate.

7.13 Leave With Pay

7.13.1 Absence Notification

1. An employee who will be absent must notify their appropriate supervisor/designee as soon as possible, any time day or night, prior to the start of their shift.
2. The employee will call or email the appropriate supervisor/designee, and this shall be considered notification.
3. The employee shall give the following information:
    a. Name
    b. Program
    c. Any special instruction for the class

7.13.2 Sick Leave

1. An employee shall be credited at the rate of one (1) day of illness, injury and emergency leave per calendar month to a maximum of twelve (12) days per year. Unused sick leave will accumulate from year to year in accordance with current State law.
2. Sick leave shall apply to personal or family illness (including health related issues referenced in RCW 49.46.210). Sick leave may also be used to care for 1) a child with a health condition that requires treatment or supervision or 2) a spouse, parent, parent-in- law or grandparent who has a serious health or emergency condition.
    a. Weather conditions shall not be considered an emergency
    b. Auto trouble shall not be considered an emergency except in case of an accident
    c. Incarceration shall not be considered an emergency; however, if an employee is later acquitted, personal leave may be applied and paid retroactively
    d. Sick leave for emergencies shall not be used when other leaves cover the situation
3. Employees who resign from the College and are re-employed within five (5) years shall retain the number of days of accumulated sick leave held at the time of resignation from the College provided that the sick days have not been used in another WA State agency.
4. Employees claiming sick leave benefits shall certify to the cause of the absence upon return to service. Sick leave is required for full or partial days. Forms shall be provided by the Employer for this purpose.
5. If the Employer suspects abuse, the Employer may require written medical documentation for any sick leave absence. An employee returning to work after any sick leave absence may be required to provide written certification from his or her health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation.
6. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, any eligible employee may exercise and option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation; provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month (per RCW 41.04.340).

7. At the time of separation from College employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.
8. Adjunct faculty will earn one (1) hour of sick leave for thirty (30) hours worked in each month in which compensation was received. Sick leave earned will accumulate to a maximum of forty (40) hours to the following calendar year.

7.13.3 Bereavement Leave

1. The College will allow up to five (5) days of paid bereavement leave per occurrence in the event of a death in the immediate family. Immediate family is defined as the employee or their spouse, domestic partner, and their children (including unborn children, stepchildren, and foster children), siblings, grandchildren, parents/grandparents or parents/grandparents of either spouse or domestic partner (including step parents), whether living with you or not, and other relatives who temporarily or permanently reside in the employee's household.
2. The Employer will allow up to one (1) day to pay last respects to a deceased friend, per occurrence.
3. Requests for extensions or exceptions to bereavement leave provisions may be granted in extraordinary circumstances by the SA and will be charged to Article 7.13.2.

7.13.4 Family Illness Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year, when such absence is occasioned by the illness of any relative residing in the household of the employee or the following family members which necessitates the presence of the employee: spouse, parent, child, or siblings. The employee will certify to the circumstances of the illness upon return to work.

7.13.5 Personal Holiday (Leave)

1. Personal leave will be credited at a rate of five (5) days per year and is cumulative to a total of ten (10) days.
2. Leave may not be used during the first five (5) days of work in September or last (5) days of work in August. Leave shall not be used for more than three (3) consecutive work days at a time.
3. Leave may not be used on professional development days.
4. Leave may not be used for political purposes or en masse meetings/activities.
5. Exceptions may be approved by the appropriate SA.

7.13.6 Military Service Leave (National Guard/Reserve Duty)

1. Employees are entitled to Twenty-one (21) work days of paid military leave when called to active duty, or active duty training in the National Guard, the US Air Force, Army, Coast Guard, Marine or Navy Reserves, or uniformed positions in the United States Public Health Service. Any additional time on active duty military leave is leave without pay.
2. Such leave shall be granted in order that the employee may report for active duty, when called, or report for active training duty in such manner and at such time as he/she may be ordered to active duty or active training duty. Such military leave of absence shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled and shall not involve any loss of privileges or pay as outlined in RCW 38.40.060 and/or the Collective Bargaining Agreement. Procedures and guidelines for military leave are available through the Human Resources office.

7.13.7 Jury Duty, Subpoena Leave

1. Leaves of absence with pay are allowed for jury duty.
2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:
    a. If the proceeding involves the College and the employee has a direct interest in the outcome, leave shall be without pay
    b. If the proceeding involves self-employment or other employment, leave shall be without pay
3. Leaves under this section are only for the portion of the day when attendance is required.

7.13.8 Professional Leave

1. Leaves of absence with pay and with/without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Requests for such leave shall be through the appropriate administrative procedure beginning with the Dean on the appropriate form required by the Employer. Final approval for professional leave is delegated to the President or designee.
2. Categories of professional leave which are permitted without salary deductions are as follows:
    a. Employees authorized by the President to represent the College or to attend educational conferences
    b. This category applies to employees authorized by the College to attend educational conferences in cooperation with outside agencies
    c. Employees authorized by the President to represent the College, to participate in conferences or meetings to represent their local organization

7.13.9 Sabbatical Leave

The purpose of sabbatical leave is to encourage educators to engage in programs of professional improvement. Sabbatical leave may also be granted for the purpose of recuperation to employees who have served in the College twenty (20) or more years. Applications for sabbatical leave, including reasons for requesting the leave and a detailed sabbatical plan, must be submitted by February 1 to the Human Resources office.

A. Sabbatical Committee

1. The College will have a Sabbatical Committee, the purpose of which is to make recommendations to the President regarding the granting of sabbatical. The committee will be comprised of an equal number of faculty and College.
2. The committee will be convened to consider sabbatical applications and will forward a final recommendation, with supporting documentation, to the President no later than March 15. After giving reasonable consideration to the recommendations of the committee, the President or designee will determine the recipient(s) for the next year's sabbatical by April 30.

B. Criteria for Selection

1. Sabbatical or professional leave shall be awarded according to the following criteria:
    a. The past contributions of the applicant (years of service, involvement with committees, etc.) to the College
    b. The value of the proposed activity to the enhancement of the College
    c. The value of the proposed activity to the professional growth and development of the applicant
    d. The value of the proposed activity to the enhancement of program curriculum
2. Sabbatical leaves will be granted only to those employees who have served a minimum of seven (7) years of service and whose work is satisfactory. An employee who has had a

sabbatical leave can become eligible for another sabbatical leave after serving an additional seven (7) years in the College. A sabbatical leave of one (1) quarter or up to one (1) year constitutes a sabbatical leave when considering individual eligibility.

3. While on sabbatical leave an employee will receive benefits and full pay for sabbatical leaves of one (1) academic quarter or less three-quarters pay for sabbatical leaves for two (2) academic quarters one-half of the contract salary for three (3) or four (4) academic quarters.
4. Sabbatical leaves shall not be granted for more than four (4) quarters.
5. The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the appropriate SA.
6. Employees on sabbatical will continue to earn seniority service credit, clock-hours and credit towards experience steps on the appropriate salary schedule.
7. The salary of an employee during the period of sabbatical leave will be paid in bi-monthly installments just as though the employee were on duty in the College.
8. Employees who have been granted sabbatical leaves shall return to regular service in the College upon the expiration of their leaves for a period of at least one (1) year. If an employee does not return to regular service with the College at the expiration of the leave, all salary paid during the leave shall be repaid to the College. (Note exception below in # 9)
9. If an employee should die while on sabbatical leave, the estate of that person will not be held liable for any salary paid while on leave. If a staff member should become permanently disabled while on leave, no repayment of salary paid while on leave will be required.
10. Not more than eight (8) quarters of sabbatical leave overall shall be granted to members covered by this Agreement during any academic year.
11. A year of service for sabbatical purpose means a year of service as a full-time faculty member of the College. A year of service will be counted even though the employee may be absent due to illness or for some other reason of equal merit for an interval not exceeding two (2) quarters in any academic year; provided that all other absences during the remaining years of the tenure period are specified and are occasional absences not exceeding a few days.
12. An employee returning from sabbatical leave will be given the same consideration for returning to the position of last assignment as if he/she had been on active duty. It will be assumed that the employee wishes to return to the position of last assignment unless he/she notifies the President by April 30 of the sabbatical year, prior to the expiration of his/her leave. If the position of last assignment no longer exists, the employee will be assigned in accordance with Article 8.14, Assignment and Transfer.
13. In the event an employee did not fulfill the sabbatical leave requirements, said employee shall reimburse the College any monies received. In addition, a service increment and seniority credit will not be granted.

7.13.10 Shared Leave

1. The Washington State Shared Leave Program permits state employees to donate a portion of their accumulated sick leave to co-workers whose regular paid leave has been or will be depleted because of extraordinary or severe illness, or because a co-worker has been called to service in the uniformed services, or if a co-worker is a victim of domestic violence, sexual assault, or stalking, or if a co-worker has been called to serve as an emergency volunteer during a declared state of emergency. Shared leave is available upon request and determination of eligibility. It is the employee's responsibility to request shared leave through the established procedures, available in the Human Resources office.

2. The Shared Leave program is governed by RCW 41.04.665 and administered according to WAC 357.31.380.

7.14 Leave Without Pay

7.14.1 Family and Medical Leave Act

Family and Medical Leave is governed by the Family and Medical Leave Act and RCW 50.A.

1. Family and Medical Leave will be granted for up to twelve (12) work weeks during a rolling twelve (12) month period to eligible employees for one or more of the following reasons:
    a. The birth or care of a newborn child
    b. The placement and care of an adopted child or foster child with the eligible employee
    c. The employee's own serious health condition
    d. To care for an employee's family member with a serious health condition
2. Military Leave Entitlement will be allowed for eligible specified family members (National Guard and Reserves)
    a. Up to twelve (12) weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, in support of a contingency operation.
    b. Up to twenty-six (26) weeks of leave in a twelve (12) month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty while on active duty. Eligible employees are entitled to a combined total of up to twenty-six (26) weeks of all types of FMLA leave during a rolling twelve (12) month period.
3. An eligible employee is one who has worked at the College as a full-time contracted employee for at least one-thousand two-hundred and fifty (1,250) hours during the previous twelve (12) month period.
4. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

7.14.2 Parental and Adoption Leave

1. In order to facilitate planning for a replacement and provide ongoing service for students, an employee should notify the appropriate supervisor as soon as possible in advance of the birth and/or adoption of a child. Reasonable documentation may be required.
2. The employee will indicate to the appropriate supervisor when the leave will begin and the anticipated length of time the employee will anticipate being on leave.
3. Parental and adoption leave shall not extend beyond eighteen (18) months of the date on which the leave commences on which the child was born or adopted or the beginning of the next quarter after the eighteen (18) months of leave.
4. The employee may return to his or her previous or similar assignment as determined by the SA.

7.14.3 Political Leave

Upon written request to the SA, employees may be granted political leave in accordance with the Political Leave procedures available. Leave may be used for, but is not limited to, campaigning, running for office and lobbying.

7.14.4 Military Service Leave (Active Duty)

1. Refer to Article 7.13.6.
2. If a person is not qualified for their old position as a result of disability sustained during their service, but is nevertheless qualified to perform the duties of another vacant position, under the

control of the employer, they shall be re-employed in such other position; provided, that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

7.14.5 Other Leaves

1. Other leaves without pay not to exceed one (1) year may be granted:
    a. To employees for the purpose of recuperation (recommended by a licensed medical professional and approved by the President) or study.
    b. To employees upon completion of three (3) years of consecutive service or any time thereafter, for educational travel approved by the President or to teach in an exchange program or overseas.
2. Other leaves without pay may be requested for a second year.
    a. Other leaves without pay for one (1) year of study entitles an employee to an experience increment on the salary schedule; provided, that the employee satisfactorily completes the terms and conditions of his or her leave request.
    b. An employee must notify the SA in writing by May 1 whether he/she will return to the College for the next academic year, resign from the College, or request another leave of absence.
    c. The College will provide reasonable accommodation for religious obligations required by the employee's faith.

7.15 Retirement/Resignation Early Notification Incentive

1. To assure sufficient time for an effective search for a replacement, the College will provide a one-time incentive to faculty in full-time or tenured positions who provide notification to the College giving at least six (6) months prior notice of their expected retirement or resignation date. Full-time or tenured faculty who have at least ten (10) years of service as of their last date of employment, will receive a $2,000 incentive; faculty in full-time or tenured positions with less than ten (10) years of service as of their last date of employment will receive $1,000 incentive.
2. To qualify for this payment, Human Resources must receive signed, written notification from the faculty member, including the last date of employment. Payment of the incentive will be made to the employee in a lump sum in the final paycheck.
3. The incentive will not count for contributions to or in calculating benefits in a retirement system.

7.16 Buy-out Incentive

An employee may request or the College may offer an employee a one-time payment as a retirement incentive or for the early release from the employee's contract as mutually agreed between the employee and the College. Any such buy-out shall be based on available College resources. Terms of the individual buy-out agreements shall be determined by the employee and the College, based upon individual circumstances. Prior to finalization of any contract or agreement offered to members of the bargaining unit, the College will meet and confer with the Union.

7.17 Turnover Savings and Buy-out Costs

By July 31st the administration will provide an accounting for turnover savings and buy-out costs from the preceding fiscal year. The Union agrees that this information does not constitute an entitlement to receive any turnover savings or buy-out costs, nor preclude the Union's right to request to bargain the

use of said savings.

7.18 Rights of Regular Substitutes and Adjunct Employees

1. Substitutes and adjunct employees shall only have the rights of the following sections of this Agreement:

ARTICLE	SECTION
	Preamble
1	Definitions and Recognition
2	Duration and Scope of Agreement
3.1	Rights of the Employer
4	Labor-Management
5.2	Building Use
5.3	Facilities and Equipment Use
5.4	Unit Representation Fee
6.1	Grievance Procedure
6.2	Diversity, Equity, and Inclusion
6.3	Equitable Treatment/Nondiscrimination
6.5	Bargaining a New Contract
7.2.3	Temporary Contract
7.6.1	Salary Guides (item only for substitutes and items, Salary Schedules A for adjunct employees)
7.6.4	Salary and Compensation Adjustments A and B
7.6.6	Part-time Compensation for Continuing Education, Apprenticeship and Adjunct General Education (GenEd) Instructors
7.7.2	Payroll Deductions
7.9	Insurance Benefits
7.10	Staff Protection
7.11	Private Vehicle for College Purposes
7.12	Travel Allowance
7.13.1	Absence Notification
7.13.2.8	Sick Leave (Adjuncts)
7.13.6	Military Service Leave (National Guard/Reserve Duty)
7.13.7	Jury Duty, Subpoena Leave
8.2	Academic Freedom
8.3	Faculty Resource Handbook
8.4	Job Description
8.5	Employee Files
8.6.5	Dissemination of Professional Information
8.7	Ownership of Materials
8.8	Covering Classes and Substituting
8.9	Itinerant Employees
8.10	Physical Facilities
8.12	Grading Practices
8.13	Documentation of Incidents Involving Students
8.16	Professional Qualifications and Certification

8.17	Employee Calendar
8.18	Evaluation of Supervisor
8.19	Privacy and Off-Duty Conduct (1 and 2)

2. The appropriate supervisor shall brief the substitute and/or adjunct instructor as to policies and rules governing the College which shall include:
    a. Attendance and forms related thereto
    b. Shop job procedures and charges incurred
    c. Solicitation and acceptance of job projects both on and off school property
    d. Guidelines recommended by the appropriate advisory committee

7.19 Adjunct Pay

Adjunct faculty may apply prior to attendance for stipends for additional compensation of $40 per hour subject to approval by the SA. These opportunities may include participation in:

a. Commencement- 7 hours
b. Non-Instruction days- 7 hours each
c. Department meetings- up to 2 hours each
d. Mandatory trainings- up to 10 hours per academic year
e. Employee onboarding- up to 4 hours

ARTICLE VIII
WORKLOAD AND GENERAL CONDITIONS

8.1 Workload

8.1.1 College Support Functions

Faculty are expected to engage in at least 5 hours weekly of college support duties, outside of Primary and Professional Responsibilities (see Section 8.1.2 below) which include, but are not limited to: program promotion, serving on committees, college governance and graduation ceremonies.
Committees: Each full-time faculty member is required to serve and participate on at least one (1) standing or multi-year committee, council, or task force during each academic year. Additionally, tenured faculty are required to serve on one (1) tenure committee. Program-related advisory committees are excluded. After two (2) quarters of hire, faculty should self-identify committee service to their supervisor or may thereafter be appointed to committees by the supervisor or SA.

8.1.2 Primary Duties and Workload

Due to the variety of teaching modalities used at Bates Technical College, a full-time teaching/student contact load can be defined by either clock hours or credits. An employee will not be required to work a split shift. The weekly time required for engagement in primary duties for the respective faculty is listed in Table A.
Work Schedules: Full-time teaching faculty members (214/7 or 214/8) teaching online or hybrid courses are required to maintain at least 25 hours per week in-person on campus in assigned work areas unless otherwise agreed to by their supervisor based upon established program requirements. Faculty members are expected to maintain their 35-or-40-hour workweek commitment, including attending all scheduled classes and meetings, and performing work duties as outlined in Table B. Faculty members will submit their course syllabi/handbook and work schedule before the first day of the quarter to their supervisor. The faculty and their supervisor shall develop an agreed-upon work

schedule, which meets workload requirements and program/college objectives. The schedule will mirror the course syllabi and will include the class/student contact times, office hours, work location, and other information as agreed. The instruction modality and meeting times will be jointly determined with the faculty and their dean during course scheduling. If any conflicts are unable to be mutually resolved, the VPI will make the final decision. The decision to offer hybrid or online classes is at the discretion of the college.

Table A
Weekly Workload

Categories	Primary and Professional Responsibilities Additional primary and professional responsibilities as listed in the contract and individual job descriptions.	Total Weekly Hours
Instructional - General Education, Adult Basic Education, English Language Learners, High School Equivalency	20 credits quarterly, may include stacked courses Faculty whose daily schedule in a quarter, includes teaching on multiple campuses in the same day, will teach 15 credits in that quarter. The supervisor and the faculty member(s) will collaborate to develop an annual schedule of course offerings and rotation of assignments.	35 Hours
Instructional - Career Technical Education	20 credits quarterly Or 20 to 30 Student Contact hours weekly (Subject to program requirements.) The supervisor and the faculty member(s) will collaborate to develop an annual schedule of course offerings/class capacities which, when combined with the program's projected enrollment levels, yields an outcome of twenty-five (25) to twenty-nine (29) full-time equivalent (FTE) students.	35 Hours or 40 hours
Child Studies	30 hours includes instruction, travel and office hours.	35 Hours
IBEST	One program up to 70 IBEST students in the assigned program and up to 10 credits quarterly, may include stacked courses or any combination thereof, depending on IBEST student load. The supervisor and the faculty will collaborate to develop a quarterly schedule.	35 Hours
Career Advisors/ Tech High Counselors	35 hours Career Advisors will have primary responsibilities for assigned programs approximating a caseload of 300-400 students per advisor.	40 Hours
Other Faculty Non-specified	30 to 35 hours	35 to 40 hours

Table B
Primary and Professional Responsibilities

Instructional Faculty	Non-Instructional Faculty
• Instruction • Classroom / Laboratory setup and maintenance • Grading • Lesson planning and preparation • Office hours • Create, maintain and update courses and program curriculum • Participate in outcomes assessment • Participate in program effectiveness reviews. • Oversight and support of a realistic training enterprise as applicable • Special projects in support of instruction • Participate in retention and recruitment • Provide students program completion and career guidance. • Participate in advisory committees and maintain connections to industry and community partners, as applicable • Participate in professional development	• Advise / counsel prospective, new, and enrolled students • Maintain current knowledge of instructional environment and requirements for programs and courses • Office hours • Participate in outcomes assessment • Participate in program effectiveness review • Participate in retention and recruitment activities • Support instructional efforts and student learning outcomes. • Conduct information sessions and participate in student orientation • Support and direct students in crisis toward appropriate community resources • Participate in professional development

8.2 Academic Freedom

1. As professionals, employees are free to select the content and methodologies for their courses within the constraints established by their College approved curriculum, discipline, peers, specialized accrediting agencies and State or Federal licensing departments. Employees shall be free to select textbooks, equipment, resource persons and other educational materials which do not place an unreasonable financial burden on either the student or College.
2. Academic freedom implies not only freedom of discussion in the classroom, but also the absence of unusual restriction upon the employee's method of instruction and assessment/evaluation of student performance, provided that they are consistent with the employee's work assignment. Employees are presumed competent and responsible unless specific evidence is brought forward to the contrary.
3. Employees shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught provided that when this personal opinion is stated in the class, the class is informed that the opinion is a personal one. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.
4. In programs where part-time employees, professional technical or instructional aids of any kind are employed to assist the full-time instructor, they will do so under the direction of the full-time employees. The full-time employees shall be responsible for how instructional materials will be presented, scheduling and day-to-day operation of the program.

8.3 Faculty Resource Handbook (FRH)

1. A document jointly created by labor and management consisting of resources such as, but not limited to: policies and procedures, contact information, templates and forms.
2. All new faculty will be introduced to the Faculty Resource Handbook (FRH) during the onboarding process prior to the first day of work. The FRH is available electronically on the Bates website.
3. The FRH will be reviewed annually by the Human Resources department in the Spring quarter to ensure functionality of the digital document and to include statutory changes impacting employee employment.
4. The union will have an opportunity to review annual updates prior to final posting on the college website.

8.4 Job Description

1. Job descriptions shall contain employees' duties and responsibilities. A copy of job descriptions for employees and a copy of the charts indicating the line and staff relationships in the administrative structure of the College will be provided and shall be available to all employees. Before changes that affect employees' working conditions are made to existing job descriptions, the recommendations of the Union will be considered.
2. The generic job descriptions shall be reviewed by the College and the Union before implementation. Qualifications specific to each program area shall be determined by the College.

8.5 Employee Files

1. The only official personnel file is kept by the Human Resources office and shall contain all state and federally required documents. The personnel files shall be subject to review at reasonable times by the employee.
2. An employee will sign or initial any document which could adversely affect their employment prior to its inclusion in the official personnel file. The College will provide a copy of said document at the time the employee signs or initials the document. The employee's signature or initial represents acknowledgment of its entry into the official personnel file but not necessarily agreement with its content.
3. Copies of records of grievances filed by an employee shall not be entered into the personnel file.
4. An employee may include a written response to any document in the personnel file; such response will be attached to the original document in the file.
5. Supervisors may keep a working file on employees. The contents of the working file for full- time employees shall be removed at the end of the evaluation period. Employees may have access to the working file upon request.

8.6 Staff Development

8.6.1 Afternoon and Alternative/Late Evening Career Development

To foster afternoon and evening career training probationary faculty success, the College will select from the following possible overlapping options:

1. Overlapping is defined as: a) bringing probationers in prior to their first date of instruction, or b) bringing probationers in two (2) hours early prior to start of shift. Overlapping activities could include, but are not limited to; one-on-one dean's meetings, meetings with tenured faculty, Human Resources, and/or peers for sharing information.
2. Overlapping activities occurring within the first sixty (60) work days, as outlined in this subsection,

which are outside the probationer's shift, will be compensated at their hourly rate of pay.
3. After the first sixty (60) work days, the shift differential pay (Article 7.6.4 C) applies to these activities and is no longer considered for overlapping compensation.

8.6.2 Professional Development

Completion of professional development courses and activities is considered an essential part of an employee's responsibilities. With supervisory approval, employees will be allowed release time to complete such courses and/or activities.

8.6.3 Employee Professional Development Days

The College will set aside three (3) days per academic year for employee professional development and dissemination of College information. Those days will be identified as Opening and Professional Development days on the calendar. Professional Development offered by the College on those days shall be approved for training increments on the salary schedule. These days will not be scheduled on faculty planning days.

8.6.4 Mandatory Training

The College may require all employees to attend mandatory training/meetings. The College will make reasonable provisions to allow employees to attend such required training, including timely notice and release time for afternoon and late evening employees if needed. These days will not be scheduled on faculty planning days.

8.6.5 Dissemination of Professional Information

The College will retain information relating to professional development in the Human Resources office. The material will be readily available and accessible to employees.

8.7 Ownership of Materials

1. The ownership of any materials, processes or inventions developed by an employee's individual efforts and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.
2. The ownership of materials, processes or inventions produced for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name in accordance with WAC 292-110-010.
3. In those instances where materials, processes or inventions are produced by an employee with College support, by way of use of significant personnel, time, facilities or other College resources, the use of the materials, processes or inventions shall be designated by written agreement between the parties entered into prior to the production in the event there is no such written agreement entered into, the use shall be designated by the College.
4. When negotiating an agreement concerning right-to-use, the Union will be notified and the employee has the right to Union representation.

8.7.1 Course Development Compensation

When the College approves the development of a new course or conversion of an existing course, it will support this development through stipends or release time. New course suggestions may be submitted by employees to their appropriate supervisor.

The faculty member will apply through their direct supervisor to create a new or convert an existing course to online-only or hybrid instructional modality. Course conversion to online or hybrid must be

approved through the eLearning process. Faculty understand that it may be necessary for the Vice President of Instruction to review courses for accreditation purposes.

Employees who develop new courses or convert existing courses shall be compensated by stipend and/or release time. Such compensation or release time will be specifically addressed in the written assignment and agreed upon by the employee and the appropriate supervisor. If release time is determined, the amount of time shall be five (5) hours per credit

New Course - In-Person, Hybrid, or on-line - $300 per credit hour for courses not currently offered in the college catalog.
Existing Courses - converting to Hybrid or on-line - $200 per credit hour for courses currently offered in the college catalog.

8.8 Covering Classes and Substituting

1. The decision to utilize substitutes and/or to arrange for class coverage is vested in the Employer. When practicable, each employee or program shall be expected to provide to the SA the names and contact information for qualified individuals who could substitute in the class at the beginning of each academic year.
2. An instructor who will be absent must notify their supervisor pursuant to College procedures.
3. If a substitute Instructional employee is authorized by the SA, the appropriate supervisor will be responsible for making final arrangements for the substitute Instructor.
4. The SA may request employees holding valid vocational certificates to cover classes when arrangements for a regular substitute cannot be made because of a time factor, the unavailability of a qualified substitute, or if the student load in multi-instructor program does not warrant using a substitute. Such covering of classes is voluntary. Declining to cover a second class will have no adverse impact on an employee's evaluation or employment.
5. Arrangements for temporary class coverage may be made between Instructors with the approval of the appropriate supervisor.

Class Coverage Stipend Pay	
Less than one hour	$35.00
1-3 hours	$70.00
3 hours or more	$105.00
Cost of Living Adjustment (COLA) do not automatically apply to class coverage stipend pay	

8.9 Itinerant Employees

In order for itinerant employees to be most effective in their duties, it is agreed that their schedules shall include time for lunch, and sufficient time to include walking between their modes of travel and their assigned places of duty when traveling from one assignment location to another.

8.10 Physical Facilities

The College will provide a break area at each College campus.

8.11 School Construction

When any proposed construction, remodel, or move pertaining to a particular instructional area is under consideration, the College shall involve employees who are affected prior to implementation.

8.12 Grading Practices

1. The instructor shall have the authority and responsibility to determine grades and other evaluations of students. Grading practices should adhere to the following:
    a. Standards for performance are provided to the students in advance of assessment/evaluation
    b. Adequately documented
    c. Based on achievement, in relationship to established standards for performance
    d. Consistent with the College rules
2. Grades may only be changed by following Bates policy and procedure.

8.13 Documentation of Incidents Involving Students

Any incident which could potentially affect the status of a student shall be documented using the college provided incident form. This should include date, time, place, witnesses and any pertinent facts that clarify the incident.

8.14 Assignment and Transfer

8.14.1 Procedures

1. Transfers and assignments shall be made based on program needs of the College, and continuity of the program. Non-certificated personnel will not be used to replace certificated instructors.
2. Any employee who is appointed to an exempt position and later returns to faculty status shall be entitled to retain such rights as the employee may have had under this Agreement prior to such appointment, per RCW 28B.50.860.
3. Any employee who has a reason to believe he or she was not given consideration for a transfer will be granted a personal conference with the President or designee upon request.
4. Each assignment or transfer will be considered on its own merits and will be made in keeping with the terms and conditions of this Agreement. Assignments within the College are at the direction of the SA subject to the review and approval of the President or designee.
5. When an employee's occupational title is administratively changed without major change in duties, that employee's seniority shall remain the same as it was before the change in title.

8.15 Attendance at Educational Conference

8.15.1 General Regulations

Evaluation of applications for travel funds will be guided by the following criteria:

a. The appropriateness of the meeting for the duties and professional growth of the staff member making application.
b. Location of meeting and the resultant costs.

8.15.2 Application Procedures

Employees desiring travel authorizations should make applications to the SA. A copy of the required forms for this purpose shall be available upon request to the Instruction office.

8.15.3 Reimbursement

All persons attending educational meetings at the expense of the College shall submit a request for reimbursement to the Finance office on the appropriate forms provided by that office.

8.16 Professional Qualifications and Certification

8.16.1 Professional-Technical Education Certificate

1. A contract made by the College with an employee is not binding if the employee cannot qualify for and/or maintain a current professional-technical education certificate or demonstrate applicable academic credentials. Salary warrants cannot be released to an employee until a valid certificate has been issued. All state requirements must be fulfilled for certification. The College shall issue a certificate to qualified applicants within thirty (30) working days after receiving documentation of completion of required professional development plan activities.
2. Certificates are returned to the employee when completed.
3. Detailed information on certification and assistance in certification problems are available in the Human Resources office.
4. To qualify for initial and to maintain standard certification, all employees teaching two-thirds or more of a full-time load for the equivalent of three (3) quarters or more per year, must meet the requirements articulated in WAC 131.16.092 to include documenting and completing Professional Development Plans (PDPs).
5. Courses required to qualify for the standard professional-technical education certificate shall be offered at no cost to the employee by the College during the year. Employees shall be offered release time, if needed, to attend such classes or professional development activities. To ensure the quality and consistency of online and hybrid instruction at Bates, instructors of online and hybrid courses will meet the eLearning course and training requirements.
6. The Human Resources office will make a copy of the current certification standards for the professional-technical education certificate available to employees upon request. The immediate supervisor will assist the employee in understanding the requirements for certification, renewal of professional-technical certificates and will collaborate with the employee to create the required PDP. In the event that the employee and the supervisor are unable to reach consensus on the elements of the PDP, then the employee or supervisor may present the plan to the appropriate SA for resolution.

8.16.2 Academic Qualifications

1. Other employees teaching more than two-thirds of a full-time for more than the equivalent of three quarters per year not covered by Article 8.16.1 (4) shall maintain applicable academic credentials and/or qualifications by documenting and completing a PDP.
2. The immediate supervisor will assist the employee in understanding the requirements for maintaining professional qualifications and will collaborate with the employee to create the required PDP. In the event that the employee and the supervisor are unable to reach consensus on the elements of the PDP, then the employee or supervisor may present the plan to the appropriate SA for resolution.

8.17 Employee Calendar

1. A two-hundred fourteen (214) day academic calendar will be developed by the parties. Those employees contracted for two-hundred twenty-five (225) days will arrange their schedule with their SA to include their non-contract days and based on departmental needs. The parties will develop calendars for the next two (2) regular academic years no later than November 1 of the current

academic year. Calendars will be posted on the College's website.
2. Work days or non-work days may vary from the negotiated calendar, as determined by program needs and by mutual agreement between the College and employees of the department.

8.18 Evaluation of Supervisor

Employees are encouraged to provide feedback and information to supervisors that may be helpful in building more effective and positive work relationships. The most desirable feedback occurs when employees feel free to offer constructive feedback about the supervisory relationship. Therefore, employees shall have the opportunity to provide written input to the annual assessment of their supervisor's performance.

8.19 Privacy and Off-Duty Conduct

1. Employees have the right to confidentiality related to individual performance, personal information and personnel issues to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.
2. When documents or information in an employee's personnel, payroll, supervisor or training file are the subject of a public disclosure request, the Employer will provide the employee with a copy of the request at least seven (7) working days in advance of the intended release date. The Employer will redact the employee's social security number on any document subject to a public disclosure request prior to its release. The employer will follow all public records and disclosure guidelines and laws.
3. The off-duty activities of an employee will not be grounds for disciplinary action unless said activities are a conflict of interest or violations as set forth in College policies or are detrimental to the employee's work performance. Employees will notify the Employer prior to engaging in any off-duty employment. Employees may engage in off-duty employment that will not interfere with the performance of their duties or result in a conflict of interest.

8.20 Commencement

1. The parties agree to alter the schedule of the commencement work day to include faculty professional development, faculty recognition and commencement ceremony activities. The work schedule will begin at 12:30 p.m. and end at 8:00 p.m., which includes a lunch break.
2. The College expects the faculty to participate in the Commencement Ceremony, dressed in academic regalia and seated in the faculty section.

8.21 Program Effectiveness Three-Year Review and Reporting Process

Program review will be implemented through a process agreed to by the parties, which may be amended by mutual agreement if necessary. The process will be posted on the College website. Programmatic issues identified during the three (3) year review process will be referred for an Enrollment Improvement Plan (Article 10.5.1).

ARTICLE IX
TENURE

The importance of tenure to the Mission, Vision and Values of the college is established through the

maintenance of a tenured faculty position in every faculty RIF category. For purposes of this section, faculty shall carry the same definition as that contained in RCW 28B.50.851. It is recognized that faculty investment in their program of instruction/department, as represented by tenure status, is essential to the well-being and success of the college.

All new full-time or vacant full-time faculty positions (authorized for replacement) will have tenure assignment determined by the SA or designee prior to the posting of the job on the employer's website.

9.1 Tenure

1. In administering the provisions of Article 9.1, the following conditions shall apply:

9.1.1 Tenure Review Oversight Committee (TROC)

1. The Tenure Review Oversight Committee (TROC) is responsible for ensuring that the tenure review process is followed. The TROC will make recommendations to the tenure review committee(s), the College and/or the Union for corrective action when required. Procedures for tenure are found in the Tenure Workbook, which has been jointly developed by the employee Union and the College, to provide a framework guiding the activities of tenure review committee and probationers. The timelines contained in the workbook provide a schedule resulting in ongoing guidance to probationers by tenure review committees.
2. The responsibilities of the committee shall include, but are not limited to, forms approval, Tenure Workbook modification, monitoring individual committee progress, providing procedural oversight and tenure review committee orientation training.
3. The committee shall consist of three (3) tenured employees and two (2) administrators, one of whom shall be the SA.
4. Probationers, committee member and other interested parties may contact the TROC with questions and concerns as needs arise.
5. The TROC shall meet on a regular basis and shall meet with tenure review committees, probationers and individual tenure review committee members as it deems necessary.

9.1.2 Tenure Review Committee(s)

Tenure Review Committee(s) (TRC) will be knowledgeable of and adhere to the responsibilities and process outlined in the Tenure Workbook.

1. The College President or designee will communicate with the Local when tenure review committees need to be established. Each tenure review committee shall be comprised of five (5) members. Three (3) members shall be tenured faculty. One (1) of the tenured employee representatives shall serve as tenure committee chair. The Union shall submit the names of employee's tenure review committee members in accordance with statute. One (1) administrative appointee shall be designated by the College President or designee. The fifth (5th) member shall be a full-time student chosen by the Associated Student Government (ASG).
2. If a vacancy arises on any tenure review committee, the vacancy shall be filled consistent in #1 above.
3. At least three (3) tenure review committee members, one (1) of whom should be the administrator, shall be present to conduct business at any meeting of said committee.

9.1.3 Probationer

1. Probationers will adhere to the responsibilities outlined in the Tenure Workbook.
2. If the probationer disagrees with the tenure review committee's annual recommendation they

and/or a representative shall be given an opportunity to challenge the committee's recommendations before TROC, the College President, and/or the Board of Trustees.

3. In the event of the notification of non-renewal or discontinuation of a probationary employee's appointment shall be given no later than one (1) complete quarter, excluding summer quarter, before the expiration of or discontinuation of the probationary employee's appointment per RCW 28B.50.861.

9.1.4 Tenure Recognition Incentive

1. Tenured employees are obligated to serve on tenure review committees. Therefore, tenured employees shall serve on tenure review committees when asked. An employee may request an exemption from service, on a request by request basis, from the TROC. All decisions on exemptions made by the TROC shall be final.
2. Employees serving on a tenure review committee may choose one (1) of the following options as compensation for their service:

Compensation	Committee Member	Committee Chair
Professional Development	$500	$1000
Program Purchase	$500	$1000
Extra EPEW Days	1	2
Extra Personal Leave Day	1	2
Stipend	$250	$500

3. Faculty TRC members will submit the Tenure Recognition Incentive Application when the TRC is dissolved. Compensation will be bound by contract year and pro-rated for the time served to be paid within 45 work days.
4. If an employee resigns from a tenure review committee, without prior TROC approval, the employee shall forfeit all compensation received in connection with that tenure review committee service. If compensation has already been received, it shall be paid back to the College per Article 7.7 #2.

9.1.5 Tenure Committee Chair

1. The Chair is responsible for calling and conducting meetings, summarizing and submitting the committee's annual and final recommendations to extend or not to extend probation or to grant or not grant tenure to a probationary employee to the Board of Trustees.
2. Employees must serve as the committee chair throughout the process to receive compensation. Prorated compensation shall be provided to those employees that fill a vacancy as tenure review committee chairperson or when the process is shortened.

9.1.6 Final Action of Tenure

1. The Union recognizes that the ultimate authority to grant or deny tenure is vested with the Board of Trustees. It is further agreed that any and all decisions relating to the awarding or withholding of tenure or the President's non-renewal or renewal of individual contracts of probationary employees shall not be subject to the grievance procedure.
2. The decision to grant tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendations of the tenure review committee and any additional information it deems appropriate. Failure by a committee to submit a recommendation shall not act as a bar to the Board of Trustees' action.
3. Notification of non-renewal or discontinuation of a probationary employee's appointment shall be given no later than one (1) complete quarter, excluding summer quarter, before the expiration of

or discontinuation of the probationary employee's appointment per RCW 28B.50.861.

4. The Union shall receive a copy of said notice within three (3) work days after delivery/receipt.
5. Only the record of award of tenure status shall become part of the probationer's personnel file. All other records related to the process of evaluation and review conducted by the TROC shall become the property of the employee.
6. Upon completion of the probationary period, if the probationary employee is not granted tenure or the member's contract is not renewed, the TROC records shall be maintained under the supervision of the SA as long as pending or potential litigation exists.

ARTICLE X
EMPLOYEE EVALUATION

10.1 Employee Evaluation

The purpose of evaluation procedures shall be to review employee performance and effectiveness with the goal of continuous improvement. If the supervisor does not meet the evaluation deadlines as set forth herein, the employee may submit the completed self-assessment, collegial input and student input form as the sole documentation pertinent to the employee's evaluation. Annual evaluations of the previous 12 month period, shall be completed between July 1 and June 30, using the following guidelines:

1. Tenured employees shall be formally evaluated every three (3) years with interim assessments done annually from the date of tenure.
2. The evaluation of probationary employees shall be the tenure review process and shall constitute completion of the first formal evaluation.
3. Non-tenured contracted full-time employees shall be evaluated annually.
4. Part-time employees shall be evaluated annually if they work an average of twenty (20) hours or more per month worked.
5. Adjunct faculty will be observed and evaluated by dean, supervisor or designee within the first two quarters, not to exceed four observations per program per year. Adjuncts will be assessed using the appropriate student input form at the end of the instructional period. The assessment forms will be returned to the supervisor.
6. Employees who work less than twenty (20) hours per month will be assessed using the appropriate student input form at the end of the instructional period. The assessment forms will be returned to the supervisor.

10.1.1 Evaluation Process

1. The supervisor, as assigned by the appropriate SA, is responsible for conducting and completing formal three (3) year evaluations. The evaluation process shall include the following:
   a. Faculty evaluation (Appendix A)
   b. A review of student input data (Appendix B)
   c. A review of collegial input (Appendix C)
   d. A self-evaluation (Appendix D)
   e. A review of the Professional Development Plan (PDP)
2. Employees shall not be assigned to evaluate any other employee in the bargaining unit with the exception of peer review and tenure review processes.
3. Scheduling of steps in the evaluation process shall be coordinated between the employee and the supervisor. The employee may adjust the date(s) if needed. Student and collegial input will be submitted to the employee as well as the evaluator.

10.1.2 Annual Interim Assessment

Supervisors shall meet annually with tenured employees to informally discuss program/area needs, results of periodic student input, job performance, and to update the Professional Development Plan progress and objectives. The supervisor and the employee will jointly agree upon a meeting date and time. The employee will provide student input data and an up-to-date Professional Development Plan to the supervisor at least three (3) days prior to the meeting.

10.1.3 Student/ Collegial Input

The purpose shall be to improve student learning and shall not be used for any discipline related action or other action that might adversely affect the employee's employment status. Issues identified through student or collegial input may be used to develop a Professional Improvement Plan (PIP) or may be incorporated into a Professional Development Plan. When potential problems are identified, the College will make available opportunities for improvement.

10.1.4 Evaluation Elements and Forms

1. The following forms will be used for the purposes of employee evaluation:
    - Faculty evaluation (Appendix A)
    - A review of student input data (Appendix B)
    - A review of collegial input (Appendix C)
    - A self-evaluation (Appendix D)
    - A review of the Professional Development Plan
2. Tenured and Contracted Non-tenured employee evaluations shall include Student Input, Collegial Input, Employee Evaluation forms and a Self-Evaluation form.

10.1.5 Student Input Form (Appendix B)

1. The student input process will be conducted quarterly or at the end of the instructional period for courses of shorter duration. The supervisor and faculty will collaboratively identify two courses per quarter. Student input summary data will be made accessible to the employee's supervisor upon request and when available. Student input will be collected using the Student Input Form (Appendix B).
2. In the event that an alternative, program/course specific student input form is needed, it shall be mutually developed by the appropriate supervisor, assessment department and the affected employee(s), and at a minimum, include the following elements:
    a. Effective delivery of service/information or instruction
    b. Adequacy of resources and materials provided
    c. Communication skills
    d. Respectful treatment
    e. Student/customer satisfaction
3. In multiple instructor programs, students will complete separate forms for each employee with which they have regular instructional contact.
4. The requirements of this section do not apply to faculty members without direct student interaction.

10.1.6 Collegial Input Form (Appendix C)

The employee being evaluated will select a tenured employee who will provide input to the evaluation process. The colleague selected will assess the employee's work performance using Appendix C.

10.1.7 Unsatisfactory Evaluation

1. If, after the evaluation conducted pursuant to Article 10.1.1 of this Agreement, the performance of the employee is judged to have area(s) that are unsatisfactory, the supervisor will provide the employee written suggestions for improvement. A Performance Improvement Plan (PIP) may be mutually developed only with the approval of the appropriate SA and will be implemented immediately upon completion. The PIP will be in effect for a period of not less than one (1) quarter.
2. The supervisor will meet with the employee at least twice per month to review progress of the employee and to make suggestions for improving deficiencies.
3. At the end of the quarter, the supervisor will submit a progress report to the appropriate SA and the employee.
4. Upon successful completion of the employee's PIP, the improved performance shall be so noted and attached to the relevant evaluation in the employee's personnel file.
5. If after the first quarter, unsatisfactory performance continues the supervisor will choose to continue the employee's PIP or create a new PIP, or move to progressive discipline in section 10.3(Discipline).

10.2 Corrective Action Plan

For issues unrelated to an unsatisfactory evaluation, and in an attempt to avoid progressive discipline, the supervisor will attempt to verbally correct the behavior or a corrective action plan may be developed by the supervisor and provided to the employee. Upon receipt of the corrective action plan, the employee will be given an opportunity to respond in writing and resolve the identified problem. A corrective action plan will not be placed in the employee's personnel file and is not considered discipline.

10.3 Discipline

1. Discipline shall only be for cause. An employee will not be disciplined for an arbitrary or capricious reason. A process of progressive discipline will be used. Progressive discipline includes written warning, written reprimand, suspension of other actions less than dismissal as appropriate to the infraction. The employee may elect and shall be entitled to have a representative of the Union present during any meeting that may result in discipline. In addition, said employee and the Union will be given at least twenty-four (24) hours written notice on any discipline related meetings. If representation is not available, the meeting will be rescheduled at a mutually agreeable time, but no later than five (5) work days after the first meeting was scheduled.
2. Cause shall include acts of a nature that seriously impair the employee's ability to perform his or her contractual responsibilities such as, but not limited to, gross or continued unsatisfactory performance; blatant disregard for terms of this Agreement or College policies and regulations, insubordination, dishonesty, conflict of interest, or violation of the provisions of RCW 28B.50.862. Employees are expected to be familiar with and comply with all published College policies.
3. Written reprimands shall be clearly identified as such and delivered to the employee who shall acknowledge receipt in writing prior to being placed in the employee's personnel file. The employee's signature implies knowledge of the reprimand, not agreement. Refusal to sign will be noted. The employee has the right to attach a written response to the reprimand.
4. Suspension with or without pay shall be imposed only in cases of a serious nature, and /or where the employee's presence would pose a danger to student or staff, and/or would create a liability for the College. The employee shall be afforded a conference with the appropriate SA to discuss the infraction and discipline.

10.4 Dismissal

1. Dismissal of tenured employees shall only be for cause. When appropriate, corrective action and/or progressive discipline will be followed prior to instituting formal dismissal procedures in an attempt to resolve the matter.
2. A probationary employee shall not be dismissed prior to the written terms of the appointment except for cause. An employee has the right to Union representation during any dismissal proceeding.
3. The final decision to dismiss or not to dismiss shall rest with the appointing authority/designee in accordance with RCW 28B.50.863.
4. Reassignment of duties by the President or designee during the College proceedings (prior to the final decision) is justified if it is deemed that there is the potential for substantial disruption of the educational process. There will be no reduction of pay or benefits with such reassignment.

10.4.1 Dismissal Procedures

1. An employee shall receive a written notice of charges and notification of a pre-dismissal meeting to discuss the charges with a copy provided to the Union. The employee will be given an opportunity to respond to the changes and present reasons why the dismissal should not occur.
2. The employee and the Union will be notified of the decision of the pre-dismissal meeting within five (5) work days. Prior to dismissal, the case shall be reviewed by a Dismissal Review Committee (DRC) in accordance with RCW 28B.50.863.

10.4.2 Written Notice

1. In accordance with RCW 28B.50.863, after it is determined that dismissal proceedings should be initiated, the President or designee shall specify the grounds for dismissal, serve written notice to the affected employee, the Union and, once established, the DRC.
2. Further, the Union shall receive notice of all subsequent meetings related to such proceedings.
3. Written notice to the employee shall include:
    a. A clear statement that the employee shall be continued at current salary and benefits until the completion of due process.
    b. A statement of the matters asserting the reasons for the dismissal and all pertinent documentation relied upon to make the decision.

10.4.3 Committee Composition

A five (5) member DRC shall be convened no later than twenty (20) working days after notification of the decision as referenced in Article 10.4.1. The DRC shall be composed of three (3) faculty members, an SA, and a student representative. The Union shall submit the names of the faculty members of the DRC in accordance with statute. The student representative shall be a full-time student and shall be chosen by the ASG.

10.4.4 Scheduling of Hearing

After the DRC has been established, a time and place for the hearing shall be determined. The hearing shall be scheduled within ten (10) working days, unless mutually agreed upon otherwise. The hearing shall occur on regularly scheduled work days unless mutually agreed by the parties.

10.4.5 Employee Rights

1. The employee has:
    a. The right to confront and cross-examine witnesses.
    b. The right to be heard in his/her own defense and to present witnesses, testimony and evidence on all pertinent issues involved. The DRC will give appropriate weight to written

testimony provided by unavailable witnesses.

c. The right to Union representation and/or counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
d. The right to have witnesses declare under affidavit the truthfulness of their testimony.

10.4.6 DRC Chairperson

1. One of the five (5) members of the DRC will serve as chair as determined by the DRC. The chair will preside over the hearing. After the DRC reaches a decision by a majority vote, on the action they propose be taken, the chair shall submit such recommendations to the appointing authority/designee.
2. A committee member with a dissenting opinion may prepare a written statement to be included with the DRC recommendation. The chair shall:
    a. Prepare a written recommendation based on the record presented as soon as reasonably practicable, but in no event longer than thirty (30) calendar days after the conclusion of the hearing. The written recommendation and all evidence received and considered by the committee will be presented to the appointing authority or designee, affected employee and the Union.
    b. The appointing authority shall permit an opportunity for oral or written argument by the parties or their representatives within thirty (30) calendar days of receiving the written recommendation from the DRC.
    c. Ensure that a record of the hearing is made, and that a copy of the record or any part thereof is furnished to any party to the hearing upon request and payment of any reproduction costs.

10.4.7 Final Decision by the Appointing Authority/Designee

1. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the appointing authority or designee after giving reasonable consideration to the recommendation of the DRC. The committee's recommendations shall be advisory only. The appointing authority or designee, shall within a reasonable time following the conclusion of the hearing, notify the employee, the DRC and the Union in writing of the final decision.
2. No statements about the case shall be made by the DRC, administrative officers, or the appointing authority or designee until all administrative proceedings and appeals have been completed.

10.4.8 Right to Appeal

1. Pursuant to RCW 34.05 as not existing or hereafter amended, the employee shall have the right to appeal the final decision of the appointing authority or designee within thirty (30) calendar days after service of the final decision.
2. The initial filing of an appeal shall not affect the decision; however, any ruling by courts of proper jurisdiction shall be binding on both parties.

10.5 Reduction-in-Force (RIF)

1. This article shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal or termination of tenured employees. No employee shall be subject to RIF for an arbitrary or capricious reason. Reduction-in-force of tenured or probationary employees due to financial emergency is governed by RCW 28B.50.873.
2. Loss of "soft money" shall not constitute a financial emergency and shall not constitute cause for reduction-in-force affecting employees.

3. Layoff units, seniority and re-employment rights shall be governed by this collective bargaining agreement.

10.5.1 Dismissal at the End of Employment Agreement

1. Tenured employees may be subject to a RIF at the completion of their individual employment agreement in the event of:
    a. Significant reduction of State Board for Community and Technical Colleges allocation
    b. Significant reduction in high school enrollments (when high school enrollments decline, only those programs that lost high school students may be subject to elimination resulting in a RIF)
    c. State mandated closure due to duplication of programs
    d. Low enrollment and program sustainability:
        i. For the purpose of calculating low enrollment percentages, the employee's Assigned Class Load, as delineated in the appendices will be used.
        ii. Whenever program enrollment remains below 70% of assigned class load for two consecutive quarters (excluding summer quarter), the supervisor will contact the instructors(s) to identify and discuss the potential problem.
        iii. A workgroup consisting of program faculty, supervisor, program advisor/counselor, and two additional faculty- one chosen by union, one chosen by administration, will meet to create an Enrollment Improvement Plan (EIP) within thirty (30) work days to submit to VPI for review and approval. The EIP will identify recommendations and actions, and assign responsibilities and timelines for resolution of the low enrollment situation or any other programmatic issue as referenced below. The EIP will be formally signed and dated. The workgroup will meet at least monthly to assess the progress of the EIP. The EIP will be in effect for two consecutive quarters (excluding summer quarter). At the completion of two quarters, the EIP will either be concluded successfully, extended for an additional quarter, or the program may be under consideration for closure.
        iv. An EIP may also be created to review, evaluate, and assist programs that have misalignment with industry standards, accreditation issues, and/or low student completions but are currently essential to the mission, vision, and institutional instructional priorities.
    e. Program reduction or elimination formally approved by the Board of Trustees after the provisions below have been completed
2. The Office of Registrar, Office of Instruction, and Institutional Research shall be consulted for enrollment data as it pertains to an EIP or potential RIF. While a RIF consideration exists, all parties to the process may have access to such data on a weekly basis. Consideration will be given to future industry needs and trend and technological requirements. Student input will be minimized when at all possible. Advisory committee/industry input will be sought.
3. Consideration will also be given to the College's needs to manage FTE's, program re-design as necessitated by industry/technological changes and employee concerns. Student retention, completion and job placement information as well as student issues/comments may also be considered.
4. This section in no way affects the employee's rights to due process as outlined in this agreement.

10.6 General Conditions Related to Reduction-in-Force

1. When the appointing authority or designee determines a situation exists that may cause a RIF, written notice of a potential RIF and the extent thereof shall be given to the Union president or to a member of

the Union Executive Board if the Union president is not available. The reasons and conditions necessitating the RIF will be included in such notice. The appointing authority or designee will consider all recommendations and alternatives presented by the Union and administrative staff that are received within thirty (30) work days of the issuance of the notice. The matter may be resolved at this step by use of alternatives including, but not limited to, a PSAP, reassignment, retraining, transfer, leave of absence, retirement and/or resignation.

2. Non-personnel budget categories shall be considered for reduction prior to any program essentials or personnel reductions.

10.7 Reduction-in-Force Procedure

1. The Union and the employee(s) will be notified in writing of the decision on the proposed RIF within ten (10) work days.
2. The College and the Union will meet to review the reasons for the RIF within five (5) work days after the delivery/receipt of said notice.
3. Nothing in this article shall be construed to affect the decision and right of the appointing authority not to renew a probationary employee appointment pursuant to RCW 28B.50.857.

10.8 Hearing Procedure Used in RIF

Hearings will be held in accordance with RCW 28B.50.863 (Tenure Review prior to dismissal) and RCW 34.05 (the Administrative Procedures Act).

10.9 Notice

1. After it is determined that RIF should be initiated, the appointing authority or designee shall specify the reasons for the RIF, serve written notice to the affected employee(s) and provide copies to the Union. Further, the Union shall receive notice of all subsequent meetings related to such proceedings. The notice shall include:
    a. A clear statement that the employee shall be continued at current salary and benefits until the completion of due process
    b. A statement of the time, place and nature of the hearing (the hearing must be held on not less than ten (10) work days written notice)
    c. A statement of the legal authority and jurisdiction under which the hearing is to be held
    d. The notice shall clearly indicate the separation is not due to the job performance of the employee and hence is without prejudice to such employee and, in addition, shall indicate the basis for RIF. The notice must also indicate the effective date of separation from service.

10.9.1 Request for Hearing

1. The affected employee(s) shall have ten (10) work days from the date of the notice of RIF to make a written request for a hearing. If the affected employee does not request such a hearing from the appointing authority or designee within seven (7) work days, the appointing authority or designee will request a written determination from the employee as to whether he/she wishes to avail himself/herself of the right to a hearing. If the employee fails to respond within ten (10) work days provided herein, this failure to request a hearing shall constitute acceptance of RIF and waiver of any right to a hearing. The decision of an employee not to request a hearing shall be communicated to the appointing authority or designee.
2. Hearings shall occur only on regularly scheduled work days unless mutually agreed by both parties.

10.9.2 Procedural Rights of Affected Employees

1. An affected employee who has requested a hearing shall be entitled to one (1) formal, contested case hearing pursuant to the Administrative Procedural Act, RCW 34.05. the only issue to be determined shall be whether under the applicable policies, rules and collective bargaining agreement the particular employee or employees advised of RIF are the proper ones to be terminated. The employee's rights include, but are not limited to:
    a. The right to confront and cross-examine witnesses, provided that, when a witness cannot appear and compelling reasons therefore exist, the identity of the witness and a copy of the statement of the witness reduced to writing shall be disclosed to the employee at least ten (10) days prior to the hearing on the matter towards which the testimony of the witness is considered material.
    b. The right to be free from compulsion to divulge information which he/she could not be compelled to divulge in a court of law.
    c. The right to be heard in his/her own defense and to present witnesses, testimony and evidence on all issues involved.
    d. The right to the assistance of the hearing officer in securing the witnesses and evidence pursuant to RCW 34.05.
    e. The right to counsel of his/her choosing who may appear and act on his/her behalf at the hearings.
    f. The right to have witnesses sworn and testify under oath.

10.9.3 Hearing Officer

2. Upon receipt of a request for a hearing from affected employees, the appointing authority or designee shall appoint a qualified impartial hearing officer in accordance with applicable RCWs and WACs.
3. Costs incurred for the services of such hearing officer shall be shared equally by the College and the employee or employees requesting a hearing. It shall be the role of the impartial hearing officer to conduct the hearing in accordance with the collective bargaining agreement and RCW 34.05.

10.9.4 Final Decision by the Appointing Authority/Designee

1. The appointing authority or designee may permit an opportunity for oral or written argument or both by the parties or their representatives.
2. The appointing authority or designee may hold such other proceedings as it deems advisable.
3. The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the appointing authority or designee after giving reasonable consideration to the recommendation of the hearing officer. The decision of the hearing officer shall be advisory only and in no respect binding in fact or law upon the decision maker, the appointing authority or designee. The appointing authority or designee shall within a reasonable time following the conclusion of the final hearing, notify the employee and the Union in writing of his/her final decision, and the effective date of the RIF.

10.9.5 Layoff or Soft Money Positions

When "soft money" supporting specific programs is lost, only those programs and those employees shall be subject to layoff. The following criteria will be considered when selecting which employee(s) will be laid off:

a. Years of service
b. Education and/or certification

c. Experience
d. Grant/program requirements and outcomes

10.10 Assigned Program Load List

1. The Assigned Program Load List is included in the collective bargaining agreement as an attachment for the purpose of reference and shall not be subject to the negotiations process. For reference see Appendix J.
2. New Programs will be allowed two (2) years of operation, plus, at the option of the College, an additional one (1) year to develop the FTE load to required program loads, as outlined above.

10.11 Reduction-in-Force Categories

1. Prior to selecting faculty for RIF, part-time and full-time non-tenured faculty will be considered first for lay-off. The College shall RIF probationary faculty before the tenured faculty.
2. The RIF categories are listed below and subject to review/revision by the Negotiations Committee. Any revisions to this list of RIF categories will be reduced to writing and submitted to the College and the Union for ratification.

10.11.1 Contracted Tenured Career Training RIF Categories

Administrative Medical Assistant/Certified Medical Assistant
Advanced Machining
Applied Business Management
Architectural Woodworking/Cabinet Making Technology
Audio/Visual Technology and Communications
Auto Body Rebuilding & Refinishing
Automation and Mechatronics
Automotive Technology
Barber
Carpentry
Commercial Truck Driving
Computer Sciences
Culinary Arts
Dental Assisting
Dental Lab Technician
Denturist
Diesel & Heavy Equipment Mechanic
Early Childhood Education
Electrical Engineering Technician
Electrical Construction
Electronic Equipment Service Technician/Biomedical Equipment Service Technician
Facilities Maintenance Engineer
Fire Service
Heating, Ventilation, Air Conditioning & Refrigeration Technician
Information Technology
Mechanical Engineering Technology
Motorcycle and Marine Technology
Occupational Therapy Assistant

Practical Nurse
Sheet Metal Technology
Welding

10.11.2 Contracted Child Studies RIF Category

Child Studies

10.11.3 Advising RIF Category

Career Advisors

10.11.4 Contracted General Education and Transitional Studies RIF Category

Communications
English
Mathematics
Transitional Studies

10.11.5 Contracted Librarian RIF Category

Librarian

10.11.6 Admissions Officer/Recruiter RIF Category

Outreach and Recruitment Coordinator

10.11.7 Afternoon or Alternative/Late Evening Career Training

When afternoon or alternative/late evening career training classes or programs are offered which are substantially similar in content or purpose, as determined by the College, to day programs offered by the College, the employees of that program shall be given choice of shift based on seniority in that RIF category. In the event that enrollment in the total program falls to a level which may necessitate a RIF of an employee, the separate programs - day, afternoon or alternative/late evening - shall be merged with the senior Instructor choice as to shift worked.

10.12 Seniority

1. Seniority is the total years of full-time contractual service in a specific RIF category as an employee at Bates Technical College. One (1) year of seniority is granted for each year of service that an employee has earned in accordance with the definition of Seniority. The College and the Union may mutually agree to a change in the title of a RIF category, when course content remains unchanged. In such a case the College and the Union agree that an employee's seniority will not be adversely affected.
2. When an employee's occupational title is administratively changed without major change in course content, that employee's seniority shall remain the same as it was before the change in title.
3. Any revision to correct the seniority list will be reduced to writing and submitted to the College and the Union for approval. Disputes regarding seniority calculation and/or RIF unit assignment shall be subject to expedited arbitration.
4. A break in service of two years or more will result in the loss of previously accumulated seniority.

10.12.1 Order of Reduction-in-Force

The College will RIF employees by seniority within each RIF category so that the least senior employee currently employed in the RIF category will be RIF'd first; provided, however, if the least senior employee was promoted or transferred, voluntarily or involuntarily, from another category within the

last five (5) student academic years, including the current student academic year, the employee's seniority in the previous RIF category will be given precedence and he/she will be retained over the least senior employee in that RIF category who has less seniority. When two (2) or more employees have the same number of years of seniority, ties will be broken by date of employment. When date of employment is the same, ties will be broken by lot.

10.12.2 Re-employment Rights

1. A member of this bargaining unit who is unemployed as a result of a RIF will have recall rights for any vacancies within the RIF unit for two (2) calendar years from the effective date of RIF. The Employer will recall the employees with the most years of seniority on the recall list from this bargaining unit who is qualified and able to be certified in the RIF category in which the vacancy exists.
2. The College will provide a copy of the updated Tenured Faculty Seniority List and year of service list to the Union annually by July 31.

10.12.3 Transfer

An employee who transfers to another position within the bargaining unit and later is returned to the original position, shall retain their seniority.

ARTICLE XI
MISCELLANEOUS

11.1 Reopened for Amendment

This Agreement may be reopened for amendment only by the mutual consent of the Board and the Union.

11.2 Copies of Agreement

This Agreement shall be made available on the College website within forty-five (45) days after ratification by the Board and the Union, and executed by the authorized representatives thereto. Each full-time and part-time employee covered by this Agreement may print a section or the entire CBA using a College copier.

AGREEMENT

This agreement is entered into this first day of July, 2024 by and between Bates Technical College District No. 28 and the Bates Technical College Local 4184, AFT WASHINGTON/ AFL-CIO, and shall be effective July 1, 2024 and continue through June 30, 2027.

BATES TECHNICAL COLLEGE DISTRICT NO. 28

Thomas George (Aug 5, 2024 09:42 PDT) Date 08/05/24

Chair, Board of Trustees

Lin Zhou (Aug 5, 2024 12:16 PDT) Date 08/05/24

Secretary, Board of Trustees

BATES TECHNICAL COLLEGE
LOCAL 4184, AFT WASHINGTON/ AFL-CIO

Jim Androy (Jul 31, 2024 16:08 PDT) Date 07/31/24

President, Local 4184

APPENDIX A-1

Bates Technical College
Faculty Evaluation Form

To be completed by Evaluator

Name of Employee:		**Date:**	
Department/Program:		**Years in Position:**	
Years in College:		**Evaluation Period: From:**	**To:**
Tenured Faculty: ☐	**Non-tenurable Full-time Faculty**: ☐	**Part-time Faculty:** ☐	

The following steps have been adhered to in this evaluation.

Date: _____ **Initials:** _____ 1. Pre-conference (planning). Explanation of process and performance elements for each category to be evaluated. Provide a copy of Performance Elements" attachment and "Employee Development and Performance Plan" to the employee.

Date: _____ **Initials:** _____ 2. Post-observation conference/analysis. Both parties understand and have discussed the performance Elements (attached) for each category.

Date: _____ **Initials:** _____ 3. Employee Development & Performance Plan has been discussed and agreed upon.

Date: _____ **Initials:** _____ 4. The following have been reviewed and discussed during the Evaluation Meeting:
☐ Employee Performance Elements
☐ Student Input Data
☐ Collegial Input Data

☐ **Explanation of any unsatisfactory rating attached.**
Unsatisfactory ratings on individual performance elements shall not be construed as constituting an overall unsatisfactory evaluation. If the overall evaluation of the employee's performance is deemed unsatisfactory, it shall be specifically identified as such by the supervisor in the post-observation conference and on the evaluation record

Supervisor's Comments: *(This section addresses areas of outstanding performance and/or suggestions for improvement).*

Employee's Comments:

Employee's Signature _____ **Date** _____ **Supervisor's Signature** _____ **Date** _____

Please return to the Human Resources office no later than the end of spring quarter.
I have reviewed all evaluation forms and, in my judgment, the process has been properly followed.

Executive Director of Human Resources/Designee Signature _____ **Date** _____

Note: ***Once the performance evaluation is completed and signed by all parties, it is the supervisor's responsibility to provide a copy to the employee and to ensure that the original is forwarded to the Human Resources Department for placement in the employee's personnel file.***

APPENDIX A-2

BATES TECHNICAL COLLEGE
Faculty Evaluation Form

To be completed by Evaluator

Name of Employee: _____ **Department:** _____

EMPLOYEE PERFORMANCE ELEMENTS

The evaluator should meet with the employee to discuss the evaluation process. A copy of the Performance Elements" and the Development and Performance Plan" forms shall be provided to employee. The employee will list goals for the future and discuss them with the evaluator at the post conference meeting.

The evaluator will complete the evaluation form and provide comments when appropriate. The evaluation results will be discussed with the employee at the post conference meeting. The "Development and Performance Plan" from the past year shall also be discussed and analyzed at the post conference meeting.

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

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

Priority

			1	2	3	4	5	N/A
	A.	**Self-Management Skills**	☐	☐	☐	☐	☐	☐
	B.	**Work Processes, Skills and Results**	☐	☐	☐	☐	☐	☐
	C.	**Teamwork Skills**	☐	☐	☐	☐	☐	☐
	D.	**Innovation and Change Skills**	☐	☐	☐	☐	☐	☐
	E.	**Development Skills**	☐	☐	☐	☐	☐	☐
	F.	**Communication Skills**	☐	☐	☐	☐	☐	☐
	G.	**Customer Service Skills**	☐	☐	☐	☐	☐	☐
	H.	**Supervisory Performance**	☐	☐	☐	☐	☐	☐
	I.	**Special Projects/Other**	☐	☐	☐	☐	☐	☐

APPENDIX A-3

BATES TECHNICAL COLLEGE
PERFORMANCE ELEMENTS
Faculty Evaluation Form

The following performance elements should be considered, where applicable, in assessing employee performance and determining future performance expectations and development needs. Other performance elements may be added as needed. Please provide a copy of this attachment to the employee at the Pre-conference-Meeting.

A. SELF-MANAGEMENT SKILLS

- Punctual and consistent work attendance.
- Efficient, effective use of work time, equipment, and resources.
- Follows rules and procedures.
- Works in a safe manner.
- Proper use and maintenance of equipment.
- Seeks and assumes additional responsibilities as is appropriate.
- Exhibits integrity and honesty.
- Treats others with respect and dignity.
- Gives and accepts constructive feedback.
- Works effectively in a diverse work environment.
- Focuses on the situation, issue or behavior rather than on the person.
- Other:_____

B. WORK PROCESSES, SKILLS & RESULTS

- Provides products & services that consistently meet or exceed the needs and expectations of customers.
- Uses customer satisfaction as a key measure of quality.
- Uses appropriate problem-solving methods to improve processes.
- Collects and evaluates relevant information to make decisions.
- Uses good judgment.
- Sets and adheres to priorities.
- Meets productivity standards, deadlines and work schedules.
- Accurate and timely work with minimal supervision.
- Achieves successful results.
- Pursues efficiency and economy in the use of resources.
- Informs supervisor or appropriate others of problems; identifies issues and alternative solutions.
- Other:_____

C. TEAMWORK SKILLS

- Supports and focuses on the vision, mission, and goals of the organization and team.
- Understands the benefits of teamwork.
- Cooperates with and offers assistance to others.
- Views the success of the organization and team as more important than individual achievements.
- Contributes to the development, cohesion and productivity of the team.
- Appropriately shares information internally and externally.
- Supports teamwork and cooperation through open, honest communication.
- Other:_____

D. INNOVATION AND CHANGE SKILLS

- Is creative and innovative when contributing to organizational and individual objectives
- Receptive to new ideas and adapts to new situations.
- Avoids being overly defensive, willing to explore different options.
- Takes calculated risks
- Seeks and acts on opportunities to improve, streamline, and re-invent work processes.
- Helps others overcome resistance to change.
- Other: _____

E. DEVELOPMENT SKILLS

- Participates in opportunities to enhance knowledge and skills identified and offered by the organization or the evaluator.
- Displays initiative in developing or upgrading knowledge and skills.
- Applies new knowledge or skills acquired from developmental opportunities.
- Helps others learn new systems, processes, or programs.
- Learns to use technology effectively, as is appropriate for the job.
- Other: _____

F. COMMUNICATION SKILLS

- Participates in meetings in an active, cooperative, and courteous manner.
- Effectively communicates orally on a one-on-one basis and in small groups.
- Make effective oral presentations before groups.
- Writes clearly and succinctly.
- Avoids "bureaucracies" whenever possible in written and oral communications.
- Understands and empathizes with the listener or reader.
- Responds promptly to emails, phone messages, and mail.
- Follows through with commitments.
- Other:_____

- CUSTOMER SERVICE SKILLS
- Understand and responds to customer's objectives and needs.
- Is sensitive to public attitudes and concerns.
- Is accessible, timely, and responsive when interacting with customers.
- Handles customer inquiries and complaints promptly, courteously, and non-bureaucratically.
- When feasible, goes the extra mile to satisfy customer needs and expectations.
- Other:_____

-
- SUPERVISORY PERFORMANCE
- Clearly communicates the mission and goals of the organization to staff.
- Provides regular, ongoing feedback to staff.
- Facilitates coaches, and supports staff's efforts to succeed. Provides meaningful recognition of staff success.
- Supports diversity in the workplace.
- Sets clear direction and follow through.
- Makes effective employee selection and promotion decisions.
- Other:_____

- SPECIAL PROJECTS/OTHER

APPENDIX A-4

BATES TECHNICAL COLLEGE
PERFORMANCE ELEMENTS
Faculty Evaluation Form

H. Position Specific Performance Elements (Check elements to be evaluated)

- ☐ Provides students with appropriate, updated, competency-based syllabi indicating what, when, why and how they will be evaluated.
- ☐ Provides approved competency-based instruction
- ☐ Documents and submits timely student attendance, competency completion, and grades
- ☐ Uses a variety of instructional materials and methods
- ☐ Aware of and/or incorporates current technology and new developments into course structure
- ☐ Maintains student accountability for behavior and/or academic work
- ☐ Sets expectations for students, assists with setting goals and effectively critiques student progress
- ☐ Participates in activities to market college programs
- ☐ Works with Student Services to assist with enrollment, student issues and retention
- ☐ Works with Advisory Committee and industry/affiliate partners to maintain program validity
- ☐ Maintains industry contacts
- ☐ Submits timely and accurate reports, requisitions, and other documentation as needed
- ☐ Participates in college projects, task-groups and committees
- ☐ Identifies and contacts new and existing clients to identify training needs and market training programs
- ☐ Establishes a follow-up schedule for clients to assess program satisfaction
- ☐ Prepares and submits training related reports and information required
- ☐ Is aware of new developments, ideas and events related to subject matter
- ☐ Handles confidential information in a professional manner
- ☐ Participates on community advisory committees, community program planning taskforces, or in other ways that strengthen community partnerships and awareness of college programs.
- ☐ Responds to college-related reference questions in an accurate and timely manner
- ☐ Provides an organized collection of library materials and equipment to meet customers' college-related information needs.
- ☐ Increases customer awareness of the Library and its services through orientations, web site, and other means
- ☐ Assists in the administration and management of the Library's facility, staff and services
- ☐ Demonstrates competence in knowledge of program, prerequisite requirements. Interpretation of Asset/Compass results and placement in academic courses, degree/certificate requirements and college/community resources

- ☐ Participates in professional development opportunities to keep abreast of current issues

- ☐ Works collaboratively with faculty to foster and ensure student success.
- ☐ Involve students in advising processes
- ☐ Provides accurate information in advising and the registration process
- ☐ Provides students with information on college policies and procedures
- ☐ Other:

APPENDIX B-1

Classroom Teaching Student Input Form

Instructor: _____

Program/course: _____

Date: _____

This form is used to provide input regarding vocational and academic instructors. Your opinion is important to us! Please rate your level of agreement with the following statements and check the appropriate box.

		Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1.	I can apply the principles I learned.	☐	☐	☐	☐	☐
2.	Students are treated with respect.	☐	☐	☐	☐	☐
3.	I receive individual attention when requested.	☐	☐	☐	☐	☐
4.	I was kept informed of my progress.	☐	☐	☐	☐	☐
5.	Materials are adequate, relevant, appropriate and effective.	☐	☐	☐	☐	☐
6.	Assigned activities challenge students to think.	☐	☐	☐	☐	☐
7.	Written and verbal directions are clear and specific.	☐	☐	☐	☐	☐
8.	Objectives are clearly explained.	☐	☐	☐	☐	☐
9.	Tests and assignments are relevant to objectives.	☐	☐	☐	☐	☐

10. What is your overall rating of the instructor's effectiveness/services received?

☐ Almost always effective
☐ Usually effective
☐ Sometimes effective
☐ Rarely effective
☐ Almost never effective

11. Comments.

APPENDIX B-2

Non-Classroom Student Input Form

Faculty Member: _____

Title: (e.g., Career Specialist, Librarian, etc.) _____

Date: _____

This form is used to provide input regarding non-instructional faculty (i.e., people that don't teach but provide services like advising).

The data will be used to help us get better. Your opinion is important to us! Please rate your level of agreement with the following statements. Fill in the circles completely using a dark pen or pencil.

	Strongly Agree	Agree	Neutral	Disagree	Strongly Disagree
1. Students are treated in a professional and respectful manner	☐	☐	☐	☐	☐
2. I received the information that I needed.	☐	☐	☐	☐	☐
3. Telephone calls or emails are answered in a timely manner.	☐	☐	☐	☐	☐
4. Students receive encouragement and support when appropriate	☐	☐	☐	☐	☐
5. The materials provided are adequate, relevant, appropriate and effective.	☐	☐	☐	☐	☐
6. Scheduled meetings/appointments start within 10 minutes of designated time.	☐	☐	☐	☐	☐
7. Written and verbal directions are clear and specific.	☐	☐	☐	☐	☐
8. Questions are adequately answered (i.e., faculty member had a good knowledge of subject area).	☐	☐	☐	☐	☐
9. I am afforded the time I need.	☐	☐	☐	☐	☐

10. What is your overall rating of the services received?

☐ Excellent
☐ Very Good
☐ Good
☐ Fair
☐ Poor
☐ Unacceptable

11. Comments.

APPENDIX C

Bates Technical College Collegial Input Form Data

Instructor:	Program /Specialty:
Colleague:	Date:

Collegial input is intended to provide a peer's perception of skills and abilities. As colleagues cannot generally be expected to be experts in another's subject area or to have specific knowledge regarding general overall performance, the collegial input is limited to what occurred or was noticed.

1. What did the employee do well?

2. What suggestions do you have regarding how the employee can improve?

APPENDIX D-1

BATES TECHNICAL COLLEGE
Employee Self-Evaluation

To be completed by Employee

Employee Development and Performance Plan		
This form is to be completed by the employee and discussed with supervisor.		
Employee's Name:	**Department/Program:**	**Supervisor's Name:**
Evaluation Period: From:	**To:**	**Date of Evaluation Session**:

Part I: Performance Feedback

How have you contributed, in your position, to the mission, vision, and goals of the College, your department or program?

Part II: Future Performance Expectations

What skills would you like to develop in the future to enhance your ability to contribute toward the mission, vision, and goals of the College?

Use additional sheets if needed.

APPENDIX D-2

BATES TECHNICAL COLLEGE
Employee Self-Evaluation

To be completed by Employee

Part III: Future Training & Development

What training do you feel you need to assist you to enhance future performance (should also appear in Professional Development Plan)

Part IV: Organizational Support

What suggestions do you have as to how your supervisor, co-workers, and/or agency management can support you in the present job and with future career goals?

Use additional sheets if needed.

Part V: Comments and Signatures

This report has been discussed with my supervisor.

Employee's Signature: _____ **Title:** _____ **Date:** _____

I have discussed the Self-Evaluation with the employee.

Supervisor's Signature: **Title:** _____ **Date:** _____

Comments specific to self-evaluation:

APPENDIX E

Informal Annual Employee Assessment

Employees are formally evaluated by their supervisors every three years. During the other two years, employees are to meet at least once per year where the supervisor and the employee have an opportunity to share with each other how things are going. At this meeting, the employee will share student input data with the supervisor, go over the employee's Professional Development Plan with the supervisor, and have an opportunity to discuss college related issues of interest to the employee. Similarly, the supervisor will have an opportunity to discuss college related issues of interest with the employee. This form is the sole document that is to be completed relative to this informal assessment.

Date of informal assessment: _____

Employee: _____

Supervisor: _____

Date of last 3 year evaluation: _____

Supervisor's Initials: _____

The informal assessment took place on the date indicated above.

Employee's Signature: _____

Supervisor's Signature: _____

This form is to be placed in the employee's working file.

APPENDIX F

Bates Technical College Local 4184 AFT WASHINGTON
Grievance Form
Instructions: (1) Review the grievance procedures. (2) Consult with authorized Union representative. (3) File within timeframe and at appropriate level.

Grievant: Campus:

Supervisor:

Indicate the level at which the grievance is being filed or being moved to.

☐	Level One B: (Supervisor)	Received by	Date
☐	Level Two: (Appropriate Senior Admin.)	Received by	Date
☐	Level Three: (President or Designee)	Received by	Date
☐	Level Four: (ADR)	Received by	Date
☐	Level Five: (Submit to union for arbitration)	Received by	Date

Attachments: No Yes Number of pages attached
If more space is required, place on an additional sheet. Any additional information may be attached.

Nature of grievance:

Date of alleged incident:

Relevant facts upon which the grievance is based:

Specific article or section of the CBA alleged to be violated:

Remedy requested:

Follow the grievance procedure as found in Article VI.

Grievant Signature/Date Authorized Union Representative/Date

APPENDIX G
REGARDING CURRICULUM REVIEW

The purposes of curriculum review are for document standardization, facilitation of program changes, providing an opportunity for employees to participate in institutional policy making related to curriculum, and enhancement of the student learning environment. Teaching employee's may be expected to participate in the curriculum review process as curriculum committee members or as Instructors involved with programs being reviewed. Results from curriculum review shall:

Not be placed in any personnel file;

Not be used for any employee evaluation;

Not be used in any manner that would adversely affect any employee's employment; and

Not be used in any manner that would subject the employee to any discipline-related procedure(s).

APPENDIX H-1

BATES TECHNICAL COLLEGE / 2024-2025 CALENDAR

JULY '24

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Fourth of July Holiday (College Closed)

5 Fourth of July Holiday (College Open)

AUGUST '24

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

14 End of Summer Quarter

15-16 Grades/Planning

16 Grades Due 11:59 pm

Aug 19 – Sept 16 Summer Break

SEPTEMBER '24

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

17 Opening Day/Non-Instruction

18 Non-Instruction

19-20 Planning

23 Planning

24 Fall Quarter Begins

OCTOBER '24

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER '24

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	~~27~~	28	29	30

1 In-Service Day/Non-Instruction

11 Veterans Day

27 ½ day Students/Faculty

28 Thanksgiving Holiday

29 Thanksgiving Holiday

DECEMBER '24

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

6 End of Fall Quarter

9-10 Grades/Planning

10 Grades Due 11:59 pm

11-12 Non-Instruction

13 Planning

16-17 Non-Instruction

18-19 Planning

Dec 20 – Jan 1 Winter Break

JANUARY '25

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2 Winter Quarter Begins

20 MLK Holiday

FEBRUARY '25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17 Presidents Day Holiday

MARCH '25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14 End of Winter Quarter

17-19 Grades/Planning

19 Grades Due 11:59 pm

20 In-Service/Non-Instruction

21 Non-Instruction

24-28 Spring Break

31 Spring Quarter Begins

APRIL '25

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY '25

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	~~23~~	24
25	26	27	28	29	30	31

22 Non-Instruction/ Graduation *Subject to change*

23 ½ Day Students/Faculty

26 Memorial Day Holiday

JUNE '25

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

10 End of Spring Quarter

11-12 Grades/Planning

12 Grades Due 11:59 pm

13 Planning

16 Planning

17-20 Quarter Break

23 Summer Quarter Begins

Non-teaching (225) faculty work in conjunction with their immediate supervisor to coordinate their respective non-contract days.

APPENDIX H-2

BATES TECHNICAL COLLEGE / 2025-2026 CALENDAR

JULY '25

S	M	T	W	T	F	S
1		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4 Fourth of July Holiday

AUGUST '25

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

21 End of Summer Quarter
22 Grades/Planning
22 Grades Due 11:59 pm
Aug 25 – Sept 19 Summer Break

SEPTEMBER '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22 Opening Day/Non-Instruction
23-24 Planning
25 Fall Quarter Begins

OCTOBER '25

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER '25

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	~~26~~	27	28	29
30						

7 In-Service Day/ Non-Instruction
11 Veterans Day
26 ½ Day Students and Faculty
27-28 Thanksgiving Holiday

DECEMBER '25

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

9 End of Fall Quarter
10-11 Grades/Planning
11 Grades Due 11:59 pm
12 Planning
15-18 Non-Instruction
19 Planning
Dec 22-Jan 2 Winter Break

JANUARY '26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5 Winter Quarter Begins
19 MLK Holiday

FEBRUARY '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

16 Presidents Day Holiday

MARCH '26

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

17 End of Winter Quarter
18 Grades/Planning
19 In-service, Non-Instruction
19 Grades Due 11:59pm
20 Non-Instruction
23-27 Spring Break
30 Spring Quarter Begins

APRIL '26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY '26

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	~~22~~	23
24	25	26	27	28	29	30
31						

21 Non-Instruction/ Graduation *Subject to change*
22 ½ Day Students and Faculty
25 Memorial Day Holiday

JUNE '26

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

9 End of Spring Quarter
10-11 Grades/Planning
11 Grades Due 11:59 pm
12 Non-Instruction
15-19 Quarter Break
22 Start Summer Quarter

Non-teaching (225) faculty work in conjunction with their immediate supervisor to coordinate their respective non-contract days.

APPENDIX H-3

BATES TECHNICAL COLLEGE / 2026-2027 CALENDAR

JULY '26

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 Fourth of July Holiday

AUGUST '26

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 End of Summer Quarter
21 Grades/Planning
21 Grades Due 11:59 pm
Aug 24 – Sept 18 Summer Break

SEPTEMBER '26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

21 Opening Day/Non-Instruction
22-23 Planning
24 Fall Quarter Begins

OCTOBER '26

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER '26

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

6 In-Service Day/Non-Instruction
11 Veterans Day
25 ½ Day Students and Faculty
26-27 Thanksgiving Holiday

DECEMBER '26

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

8 End of Fall Quarter
9-10 Grades/Planning
10 Grades Due 11:59 pm
11 Planning
14-17 Non-Instruction
18 Planning
Dec 21-Jan 1 Winter Break

JANUARY '27

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 Winter Quarter Begins
18 MLK Holiday

FEBRUARY '27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15 Presidents Day Holiday

MARCH '27

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

16 End of Winter Quarter
17 Grades/Planning
18 Grades Due 11:59pm/ In-Service Day/ Non-Instruction
19 Non-Instruction
22-26 Spring Break
29 Spring Quarter Begins

APRIL '27

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY '27

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

27 Non-Instruction/ Graduation *Subject to change*
28 ½ Day Students and Faculty
31 Memorial Day Holiday

JUNE '27

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

8 End of Spring Quarter
9-10 Grades/Planning
10 Grades Due 11:59 pm
11 Non-Instruction
14 Planning
15-21 Quarter Break
22 Start Summer Quarter

Non-teaching (225) faculty work in conjunction with their immediate supervisor to coordinate their respective non-contract days.

APPENDIX J

Load is based on students per individual full time faculty

Program Title	Load
Administrative Medical Assistant/Certified Medical Assistant	20
Advanced Machining	18
Applied Business Management	20
Architectural Woodworking/Cabinet Making Technology	18
Audio/Visual Technology and Communications	20
Auto Body Rebuilding & Refinishing	18
Automation and Mechatronics	20
Automotive Technology	18
Barber	18
Carpentry	18
Commercial Truck Driving	10
Computer Sciences	20
Culinary Arts	18
Dental Assisting	12
Dental Lab Technician	16
Denturist	16
Diesel & Heavy Equipment Mechanic	18
Early Childhood Education	20
Electrical Construction	18
Electronic Equipment Service Technician/Biomedical Equipment Service Technician	20
Facilities Maintenance Engineer	18
Fire Service	20
Heating, Ventilation, Air Conditioning & Refrigeration Technician	18
Industrial Electronics and Robotics	20
Information Technology	20
Machinist/CNC Machinist	18
Mechanical Engineering Technology	20
Motorcycle and Marine Technology	18

Occupational Therapy Assistant	12
Practical Nurse	16
Sheet Metal Technology	18
Welding	18

INDEX

A

Absence Notification, 25
Absences, 24
Academic Freedom, 32, 35
Academic Quarter, 9
Academic Year, 9
Adjunct faculty, 9, 26, 32, 44
Advisory Committee, 59
Agreement, 5, 6, 13, 14, 15, 16, 17, 18, 20, 22, 27, 28, 31, 39, 46, 49, 54
AGREEMENT, 1, 5, 13, 55
Alternative/Late Evening, 36, 53
APPENDIX, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71
Appointing Authority, 9, 48, 51
Assignment and Transfer, 28, 39

B

Benefits, 24
Building Use, 31

C

Calendar, 40
Commencement, 41
Compensation, 10, 21, 22, 31, 37, 43
Conduct, 35, 41
Corrective Action Plan, 46
Cover Classes, 9
Covering Classes and Substituting, 32, 38

D

Definitions, 9, 31
Discipline, 46
Dismissal, 47, 49
Diversity, Equity and Inclusion, 18

E

Educational Conference, 39
Employee Files, 32, 36
EPEW, 21, 22, 43
Evaluation, 39, 41, 44, 45, 46, 56, 57, 58, 59, 63, 64
Extra Pay for Extra Work, 20

F

Facilities, 32, 38, 53, 71

G

General Education, 10, 22, 23, 31, 53
Grading Practices, 32, 39
Grievance, 15, 16, 31, 66

H

Handbook, 35, 36
Hybrid, 10, 38

I

Incentive, 30, 43
Incidents Involving Students, 32, 39
Itinerant Employees, 32, 38

J

Job Description, 32, 36

L

Leave, 18, 25, 26, 27, 29, 30, 31, 43
Leaves, 27, 30

M

Moonlight, 10

N

Non-Instructional Work Days, 10

O

Online, 10
Ownership of Materials, 32, 37

P

Payroll, 23
Professional Qualifications and Certification, 32, 40
Program Effectiveness, 41

R

Reduction-in-Force, 48, 50, 52, 54
Reduction-in-Force (RIF), 48
Regular Contract, 20
Related Instruction, 11
Responsibilities, 32, 34, 35
Retirement, 30
RIF, 9, 11, 19, 42, 48, 49, 50, 51, 52, 53, 54
Rights, 31, 48, 51, 54

S

Salary, 21, 22, 24, 31, 40
Salary Guides, 31
School Construction, 38
Seniority, 11, 53, 54
Staff Development, 36
Staff Protection, 24, 31

T

Temporary Contract, 20, 31
Tenure, 42, 43, 50
Travel, 25, 31

U

Union, 6, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 31, 36, 37, 41, 42, 43, 44, 46, 47, 48, 50, 51, 52, 53, 54, 66

V

Vacancies, 19
Vehicle, 24
VPI, 11, 20, 21, 33, 49

W

Web Enhanced, 11
Workload, 32, 33, 34
WORKLOAD, 32

Faculty CBA Bates 2024-27

Final Audit Report 2024-08-02

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Signer jcarroll@batestech.edu entered name at signing as Jason I. Carroll
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2024-07-31 - 11:06:30 PM GMT- IP address: 54.176.75.152

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2024-07-31 - 11:22:14 PM GMT- IP address: 54.193.71.145

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2024-08-01 - 5:53:29 AM GMT- IP address: 3.137.205.203

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2024-08-01 - 2:17:03 PM GMT- IP address: 54.193.18.250

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2024-08-02 - 4:39:42 AM GMT- IP address: 3.141.11.163

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Created:	2024-08-05
By:	Hannah Herber (hannah.herber@batestech.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOzK4AKZYHZqMrFQ0AbIDn9_2-YDsx4KX

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Document created by Hannah Herber (hannah.herber@batestech.edu)
2024-08-05 - 3:25:39 PM GMT- IP address: 168.156.245.29

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