AGREEMENT

between the

BOARD OF TRUSTEES

Of

BATES TECHNICAL COLLEGE

DISTRICT NO. 28

And

Bates Technical College

LOCAL 4184

AFT WASHINGTON/AFL-CIO

July 1, 2010 – June 30, 2013
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CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO
7/1/10
MEMORANDUM OF AGREEMENT

The attached articles constitute the negotiated collective bargaining agreement and are hereby agreed to by the negotiating team representing the Board of Trustees of Bates Technical College District No. 28 and by the negotiating team representing the Bates Technical College Local 4184, AFT WASHINGTON/AFL-CIO.

Negotiators for the Board of Trustees
Bates Technical College District No. 28

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Negotiators for the Bates Technical College Local 4184 Employees

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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."

The parties hereto agree as follows:

ARTICLE I
DEFINITIONS AND RECOGNITION

1.1. Definitions

Academic Quarter – A 10-week long division of a school year.

Annually Contracted Employees – 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 Class Load - Program class loads for Certified Career Training Categories as they pertain to RIF (Article 9.9.) in accordance with the Assigned Class Load List, Appendix J generated by the College Educational Systems Department and approved by the Vice President of Instruction in effect at the date of execution of the collective bargaining agreement. The Assigned Class Load List is included in the collective bargaining agreement as an attachment for the purpose of reference to Article 9.9 and shall not be subject to the negotiations process.

BMTC – Business and Management Training Center.

Career Training Program

- Afternoon - A six, seven or eight-hour program in operation not earlier than 3:00 p.m. and not later than 11:00 p.m.

- Day- A six, seven or eight-hour program in operation from not earlier than 7:00 a.m. and not later than 5:00 p.m.

- Late Evening Program - A six, seven or eight-hour program in operation at any other time, including weekends, other than those defined as Day or Afternoon Career Training Programs.

College - Bates Technical College District XXVIII.

Employee(s) - A member of the bargaining unit.

Employee Appointment - shall mean full-time employees employment
consistent with the employees’ tenure statute RCW 28B.50.

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

Employee -

- Full-time Employees:

  Career training, H&FL, and Assessment Center employees scheduled by the supervisor to work at least thirty (30) student contact hours per week during the 214 day school year;

  General Education (GenEd) Employees scheduled by the supervisor to work seven (7) hours per day during the 214 day school year.

  BMTC, career specialist or employees scheduled by the supervisor to work 225 days during the fiscal year, eight (8) hours per day;

  High School career training employees teaching in off-campus high school locations and scheduled by their supervisor to work at least thirty (30) hours per week and for not more than 200 days per year; which includes twenty (20) days of compensation for extra work and time spent on required high school activities as defined by the high school and the college; (Refer to Article 7.1.2 for special conditions related to employment in these positions)

  Employees that do not fit in the above categories, and are scheduled by their supervisor to work at least thirty (30) hours per week, during the 214 day school year. Said employee may be authorized to work additional days and shall be paid on a per diem basis for any days over and above their individual contract.

- Part-time Employees:

  Career training or H&FL employees scheduled by the supervisor to work less than thirty (30) student contact hours per week during the 214 day school year.

  GenEd employees scheduled by the supervisor to work less than an average of seven (7) hours per day during the 214 day school year.

  BMTC, career specialist or employees scheduled by the supervisor to work less than eight (8) hours per day or less than 225 days during the fiscal year.

  High School career training employees teaching in off-campus high school locations and scheduled by their supervisor to work less than thirty (30) hours per week during the school year. There may be an additional proration of twenty (20) days of
compensation for extra work and time spent on required high
school activities as defined by the high school and college; (Refer
to Article 7.1.2 for special conditions related to employment in
these positions).

Other part-time employees that do not fit in the above categories
are those scheduled by their supervisor to work less than thirty (30)
hours per week or less than 214 days per year.
Deviations from the above work schedules, reference Section 8.17.

Employees scheduled to work less than 15 student contact hours per week are
not eligible for benefits or annual contract.

GenEd – General Education.

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

President - President of Bates Technical College.

Probationary Employee Appointment – A 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.

School Year - The 214 work days scheduled between approximately
September 1 through August 3.

Seniority – One year of service will be credited for full-time employees who
work a minimum of 107 days on or before June 30, annually. Seniority will
only be used in the event of a RIF.

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

Student Contact Time - The time employees are assigned to the classroom for
the purpose of teaching and/or monitoring student performance.

Substitute - A person who is hired to work in the absence of the regular
employee on an “as needed” basis as determined by administration.

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

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

Work Day- Any day the employee is regularly scheduled to work.

1.2. Recognition and Unit Designation

1.2.1 The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit described in 1.2.1.

1.2.2 The bargaining unit consists of all non-supervisory full-time and part-time faculty employees of the College. This includes substitutes, career specialists, and instructors funded through grants or other categorical funds and instructors not included by the above definition.

Excluded from the bargaining unit are the president, administrators, administrative interns part-time instructors who work less than 20 hours per month during the regular student school year 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.

Disputes regarding the representative status of any employee shall be resolved in accordance with RCW 28.B.52.

ARTICLE II
DURATION AND SCOPE OF AGREEMENT

2.1. Duration of Agreement

2.1.1 This Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2010.

2.2. Scope of Agreement

2.2.1 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.

2.2.2 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.

2.2.3 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.

Nothing herein will be construed as a waiver of the Union’s collective bargaining rights with respect to matters related to wages, hours and working conditions.

2.2.4 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 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

5.1.1 Up to a total of twenty (20) days of released time per school year shall be
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 law.

5.3. Mail Box Use

To assist it in its representational functions and consistent with applicable law, the Union may use employee mailboxes for distribution of Union materials without censorship of contents.

5.4. Facilities and Equipment Use

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 and assembly rooms, typewriters, computers, audio-visual, 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.

5.5. Unit Representation Fee

No employee will be required to join the Union; however, all employees, including those employees who are not Union members but are 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 increase by October 1 of each year to be effective on November 1 and/or by April 1 to be effective on May 1. 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. (RCW 28B.52.045)

The Union will establish a cents per hour or per diem and a maximum for the representation fee.

Substitute and part-time employees who are scheduled to work an average of 20 hours or more per month during the school 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.

In the event that the representation fee is regarded by the employee as a
violation of his or her right to non-association, such bona fide objections will
be resolved according to the provisions of RCW 28B.52.045.

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

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.

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 6.1.3 by such discussions, the
employee, when possible, will inform the supervisor that the issue may 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:

6.1.2.1 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.

6.1.2.2 If a Level One grievance is not filed within forty-five (45) work 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.

6.1.2.3 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.

A grievance may be filed by the Union on behalf of any or all affected
members.

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.

6.1.2.4 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.

6.1.2.5 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.

6.1.2.6 Upon written request of the Union, or its designated representative, the
College will produce copies of documents needed to process grievances.

6.1.2.7 There shall be no retaliation by the Union, the College or its employees for
involvement in or use of the grievance procedure.

6.1.2.8 In order to preserve an orderly grievance resolution process, once a grievance
is moved to a higher level, 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.

6.1.2.9 No newly alleged violations may be added to the current grievance after the
initial written grievance is filed, except by written mutual agreement.

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

If an issue is not resolved by informal discussions with the supervisor, within
the timeline cited in 6.1.3, the grievance will be submitted in writing on the
negotiated grievance form.

The grievance must include the following information:
1. The date of the alleged incident;
2. The nature of the grievance;
3. The facts upon which it is based;
4. The specific article and section of the Agreement violated;
5. The specific remedy requested;
6. The name of the grievant; and
7. The name and signature of the authorized Union representative.

The Union will file the grievance on behalf of the member(s) at the
appropriate level.

6.1.4.1 LEVEL ONE – Immediate Supervisor

6.1.4.2 LEVEL TWO - Appropriate Vice President

6.1.4.3 LEVEL THREE - President or Designee

6.1.4.4 LEVEL FOUR - Optional Alternative Dispute Resolution (ADR)
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.

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,
6.1.4.5  LEVEL FIVE – Arbitration

6.1.4.5.1 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.

6.1.4.5.2 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.

6.1.4.5.3 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 statutes, 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.

6.1.4.5.4 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.

6.1.4.5.5 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.

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

6.1.4.5.7 Because other avenues of redress are covered in RCW 28.B., 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 IV, 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 in Sections 9.7., 9.9.2, 9.9.4., 9.9.5, and 9.9.6., shall be subject to arbitration.

6.2 Affirmative Action

The union and the college embrace and support the concept of affirmative action as important to the ongoing diversity of staff. Copies of the current Affirmative Action Plan shall be available to employees upon request.

6.3 Equitable Treatment/Nondiscrimination

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.

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

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 Vice President of Human Resources.

6.5 Bargaining a New Contract

6.5.1 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).

6.5.2 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 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.

6.5.3 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.

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.

6.5.4 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 workday.

6.5.5 Upon request by the Union, the Employer shall furnish information including but not limited to budget, monthly and annual financial reports(s), and staff placement on the college salary schedules.

6.5.6 Any changes in these procedures shall be made through the process of bargaining as provided herein.

ARTICLE VII
SALARIES AND BENEFITS

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.

Each new employee will be oriented to policies and rules governing the College.

7.1. Regular Contract

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, administration 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 this 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 RCWs.”

7.1.1 **Temporary Contract**

7.1.1.1 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/designee. Each temporary contract shall be subject to the provisions of this Agreement.

7.1.1.2 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.

7.1.1.3 A person on temporary contract will be considered for employment as openings occur, in accordance with the Employer’s hiring policy.

7.1.1.4 In the event an employee on temporary contract is replaced or transferred, a personal conference with the supervisor or the Vice President of Human Resources will be granted, upon request, to that employee. An employee may have a representative of the Union present.

7.1.2 **Appointment Letter for Employees Teaching in Off-Site High Schools**

Faculty members teaching in off-site high schools shall receive an appointment letter through the Human Resources office, specifying that the employee:

a) is employed to provide technical instruction to students at an off-site High School, and;

b) is required to comply with the stipulations of the agreement between the applicable High School district and Bates Technical College, and;

c) the employment contract is for two hundred (200) days per year, of which one hundred-eighty (180) days are in the classroom and the remaining twenty (20) days are intended to support the teaching assignment in activities including, but not limited to, school activities, student conferences and orientations. Work associated with these
additional days should be documented, and;

d) work performed beyond those twenty (20) days may be compensated by the college, provided that said time is pre-approved by the appropriate supervisor and is supported by a Payroll Authorization (PA) filled out by the appropriate time keeper, and;

e) continued employment is contingent upon continued funding and the High School districts satisfaction with the employees performance, and;

f) is represented by Local 4184 AFT Washington/AFL-CIO and covered by this collective bargaining agreement, except Article 9.5 where such dismissal is at the request of the High School district.

7.2 Extra Pay for Extra Work

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, grading, college and program promotional activities, customer service tasks, etc. Accordingly, upon application, each contracted employee shall receive ten (10) extra days pay during each contractual year at the employee’s per diem rate. In the event a contracted employee serves less than the full contract year, they will receive a pro ration thereof.

The appropriate Vice President may request an employee to use up to four days to complete an administratively assigned project related to program or college priorities. In addition, the appropriate Vice President may request appropriate documentation regarding the utilization of this time, including dates, times, and the nature of activities accomplished.

This section shall not apply to high school career training employees unless preauthorized by the appropriate vice president.

7.3 Salary Guides

7.3.1 Salaries to be paid to College employees will be as indicated on Salary Schedules A-1 and A-2.

7.3.2 Initial placement of all new full-time contracted employees will be made using consistent criteria. The following placements will be the initial placement:

7.3.2.1 At a minimum, all new career training, GenEd, Testing Center and H&FL employees shall be placed at Step 1 of Salary Schedule A-1.
7.3.2.2. At a minimum, all new Business and Management Training Center Coordinators, Career Specialist, the Testing Center Coordinator and library employees shall be placed at Step 1 of Salary Schedule A-2.

7.3.3 The time in the classroom per week for regular career training programs will be based on a minimum of six (6) hours a day student contact time. Any additional authorized student contact time will be compensated at an hourly rate which will be 1/8th of the employee’s per diem rate of pay.

7.3.4 The work schedule for GenEd employees, BMTC Coordinators, career specialists, H&FL employees and librarians will include the same number of early dismissal days as career training employees and will be collaboratively developed within each department to best fit department needs. Copies of the work schedules will be available to the Human Resources Office.

7.3.4.1 Work Assignment for Full-time GenEd Employees

Full-time GenEd employees shall be contracted annually to work at thirty-five (35) hours per week, and shall be assigned to work an average annual workload of at least:

- a) twenty (20) hours per week assigned in the classroom as authorized by the supervisor, and;
- b) five (5) hours per week of additional student contact in office hours or student counseling duties, and;
- c) ten (10) hours per week in additional non-student contact related job duties.
- d) class assignments may be multidisciplinary, based on college need.
- e) in the event an assigned class is canceled, additional duties may be assigned at the discretion of the supervisor, and shall be included in the twenty (20) hours of assigned classroom time.

7.3.4.2 Part-time GenEd employees shall be moved to full-time status provided said employee:

- a) agrees to change their employment status, and;
- b) has worked an annual average of at least eighteen (18) hours per week of assigned classroom student contact hours during the previous year, and;
- c) is projected to work an average annual load of twenty (20) assigned classroom student contact hours per week for the subsequent year.

7.3.4.3 Movement from Full-time to Part-time

It is recognized that a GenEd full-time instructor’s status may change due to changes in demand, scheduling, and/or funding. In the event that a previous full-time GenEd position is projected or scheduled to teach less than an average of 18 hours per week during the coming year, at the discretion of the college said employee may be:
a) assigned to additional courses to meet minimum workload requirements, or;
b) assigned additional duties or projects by the supervisor to meet minimum work load requirements, or;
c) If options (a) or (b) cannot be met the employee may be reduced to part-time status for the subsequent year.
d) In the event a position must be reduced to part-time status, multiple criteria shall be considered to include qualifications for the position and years of service to the college.
e) Notification to the employee shall occur at least one full quarter prior to the end of the employee’s employment agreement.

7.3.5 Salary for Continuing Education, Apprenticeship and Part-Time General Education (GenEd) Instructors:

Employees teaching continuing education, apprenticeship and GenEd classes shall be paid as follows:

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.

Other employees teaching continuing education, apprenticeship and GenEd classes shall be paid an hourly rate equivalent to no less than Step 1 on salary schedule A-1 (214 Day, 6 hour).

Part-time GenEd faculty will be paid for one additional hour of work for every four hours of instruction to compensate time spent grading and assessing student work assignments.

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 Vice President of Instruction.

7.3.6 Part-time employees scheduled to work less than 15 student contact hours per week are not eligible for benefits.

7.3.7 Substitute employees will be paid substitute rates 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.

Employees who have been requested by the Vice President of Instruction or designee to cover a career training class in addition to their own shall be paid in accordance with the salary schedule.

7.3.8 Increments for Full-time, Part-time, Continuing Education and Apprenticeship Employees
7.3.8.1 Annual experience steps can be earned by full-time employees who work more than one half of the contracted school year.

7.3.8.2 Experience steps can be earned by GenEd and career training part-time employees for every 1500 hours of accumulated assigned work at the college.

Continuing education and apprenticeship part-time employees shall advance one experience step for every 450 hours of assigned classroom teaching or three years of service in that capacity, whichever occurs first.

7.3.8.3 A teacher training increment can be earned for each 150 hours of approved continuing education training completed in accordance with Appendix A.

7.3.8.4 Increments shall be paid only if authorized by the legislature and/or consistent with State Board for Community and Technical College (SBCTC) guidelines.

7.3.8.5 The effective date of experience and teacher training increments shall be July 1, annually, unless otherwise directed by the legislature.

7.3.9 Implementation of Benefits

Implementation of any salary increase including increments 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.

7.3.10 Upon legislative authorization and appropriation of funds, the parties agree to reopen section 7.3 for negotiations. Any settlement may be retroactive to the effective date.

7.3.11 An employee will not be required to work a split shift.

7.3.12 Afternoon and evening Career Training faulty will be paid on the negotiated salary schedule with a shift differential of plus 5% for afternoon Career Training programs and plus 10% for late evening Career Training programs. Any agreement regarding changing shift shall not alter an employee’s status regarding seniority, benefits, or representation under this agreement. Other employees will receive the same shift differential when their regular work schedule falls within these shift definitions.

7.4. Rights of Regular Substitutes and Part-time Employees

Substitutes and part-time Instructors shall have the rights of the following sections of this Agreement. Only the following sections of this Agreement shall be applicable to part-time and substitute Instructors.

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7.4.1 Part-time employees scheduled by the supervisor to work more than fifteen (15) student contact hours per week, but less than thirty (30) student contact hours per week, may be eligible for statutory benefits including pro rated sick leave.
7.4.2 The appropriate supervisor shall brief the substitute and/or part-time Instructor as to policies and rules governing the College which shall include:
7.4.2.1 Attendance and forms related thereto
7.4.2.2 Shop job procedures and charges incurred
7.4.2.3 Solicitation and acceptance of job projects both on and off school property
7.4.2.4 Guidelines recommended by the appropriate advisory committee
7.5 Payroll Deductions
7.5.1 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.
7.5.2 Special deductions over $100 due to overpayment by the College will be deducted in small equal payments not to exceed $100 over several pay periods, except in case of termination of employment for any reason. Explanation of these deductions will be supplied to the employee by the College.

7.6 Payments and Deductions of Salaries

7.6.1 Method of Payment of Salaries

7.6.1.1 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 (25) day of each calendar month as specified in WAC 28B.50.021. 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.

7.6.1.2 A 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.

7.6.2 Deduction of Salary for Absences

7.6.2.1 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.

7.6.2.2 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.

7.7 Insurance Benefits

7.7.1 Health insurance benefits shall be offered to the employees through the Public Employee Benefit Board.

7.7.2 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
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 school years within the Washington State Community and Technical College System may be eligible to maintain health care benefits as authorized under State law.

7.7.3 Procedures and guidelines for insurance benefits are available through the Human Resources Office.

7.8. **Staff Protection**

7.8.1 The College will take prudent and reasonable measures in an effort to provide a safe and healthy environment for employees, students and visitors.

7.8.2 The College shall protect employees by indemnification through the state of Washington Tort Liability Fund established by RCW 4.92.

7.8.3 It is the personal responsibility of an employee who uses his/her personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage.

The Employer will not require an employee to use his or her personal vehicle for College purposes, unless required by the employee’s job description. The Board is not obligated to provide insurance for the employee’s vehicle on a first-party basis.

7.8.4 The State may reimburse an employee for damage caused to a vehicle which occurred in the course and as a condition of his/her employment pursuant to the following conditions:

7.8.4.1 The employee will provide insurance on his/her own vehicle, and this will be utilized prior to the State’s possible provision of any excess liability protection.

7.8.4.2 The claim for reimbursement must be made to the Washington State Torts Division. Forms are available at the College Finance Office.

7.8.4.3 The employee will provide insurance on his/her own vehicle, and this will be utilized prior to the College’s possible provision of any excess liability protection.

7.8.4.4 An employee must submit his/her claim on a form provided by the College. The claim for reimbursement must be made to the Business Office within thirty (30) days of the loss of damage, or the claim is waived.

7.8.4.5 The total obligation for reimbursement by the College for all participating bargaining units is $10,000 for each fiscal year.
7.9. Travel Allowance

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 OFM approved rate.

7.10 Tax-Sheltered Annuity

The College shall furnish a list of insurance companies for which tax-sheltered annuity payroll deductions are authorized.

7.11 Leave With Pay

Absence Notification:
An employee who will be absent must notify their appropriate supervisor/designee. The employee will call anytime of the day or night. When the designated contact person is not at their desk, the employee may leave a message on the appropriate person’s college voice mail, which shall be considered notification.

The employee shall give the following information:
   a) Name
   b) Program
   c) Any special instruction for the class.

7.11.1 Sick Leave

7.11.1.1 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 12 days at the beginning of each year. Unused sick leave will accumulate from year to year in accordance with current State law.

7.11.1.2 Sick leave shall apply to personal or family illness (including, but not limited to, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery thereof), injury and emergencies. Sick leave may also be used to care for (1) a child with a health condition that requires treatment or supervision or (2) a spouse, parent, parent-in-law or grandparent who has a serious health or emergency condition.
   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.

7.11.1.3 Employees who resign from the College and are reemployed 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
technical or community college.

7.11.1.4 Employees claiming sick leave benefits shall certify to the cause of the
absence upon return to service. Forms shall be provided by the Employer for
this purpose.

7.11.1.5 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.

7.11.1.6 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 an option to receive remuneration for unused leave for illness or
injury accumulated in the previous year at a rate equal to one day's monetary
compensation of the employee for each four (4) full days of accrued leave for
illness or injury in excess of sixty (60) days. Leave for illness or injury for
which compensation has been received shall be deducted from accrued leave
for illness or injury at the rate of four (4) days for every one (1) day's
monetary compensation: PROVIDED, that no employee may receive
compensation under this section for any portion of leave for illness or injury
accumulated at a rate in excess of one (1) day per month.

At the time of separation from College employment due to retirement or death
an eligible employee or the employee’s estate shall receive remuneration at a
rate equal to one (1) day's current monetary compensation of the employee for
each four (4) full days accrued leave for illness or injury.

7.11.1.7 Hourly employees will earn the prorated portion of eight (8) hours of sick
leave per month in each month in which compensation was received. Sick
leave earned will not accumulate year to year.

7.11.2 Bereavement Leave

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

7.11.2.2 The Employer will allow up to one day to pay last respects to a deceased
friend, per occurrence.

7.11.2.3 Requests for extensions or exceptions to bereavement leave provisions may be
granted in extraordinary circumstances by the Vice President of Human
Resources and will be charged to 7.11.1.
7.11.3 Family Illness Leave

7.11.3.1 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, mother, father, daughter, son or siblings. The employee will certify to the circumstances of the illness upon return to work.

7.11.4 Personal Leave

7.11.4.1 Personal leave will be credited at a rate of five (5) days per year and is cumulative to a total of ten (10) days.

7.11.4.2 Leave may not be used during the first or last five days of the school year. Leave shall not be used for more than three (3) consecutive work days at a time. Exceptions may be approved by the appropriate vice president.

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

7.11.5 Military Service (National Guard/Reserve Duty) Leave

7.11.5.1 Employees are entitled to 15 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.

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 she/he 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 Department.

7.11.6 Jury Duty, Subpoena Leave

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

7.11.6.2 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.
7.11.6.3 Leaves under this section are only for the portion of the day when attendance is required.

7.11.7 Professional Leave

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.

Categories of professional leave which are permitted without salary deductions are as follows:

7.11.7.1 Employees authorized by the President to represent the College or to attend educational conferences.

7.11.7.2 This category applies to employees authorized by the College to attend educational conferences in cooperation with outside agencies.

7.11.7.3 Employees authorized by the president to represent the College, to participate in conferences or meetings to represent their local organization.

7.11.8 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 1st to the Human Resources department.

7.11.8.1 Sabbatical Committee

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 administration.

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 15th. 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 30th.
Criteria for Selection

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.

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.

While on sabbatical leave an employee will receive benefits and: full pay for sabbatical leaves of one academic quarter or less three–quarters pay for sabbatical leaves for two academic quarters one-half of the contract salary for three or four academic quarters.

Sabbatical leaves shall not be granted for more that four (4) quarters.

The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the appropriate Vice President.

Employees on sabbatical will continue to earn seniority service credit, clock-hours and credit towards experience steps on the appropriate salary schedule.

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.

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 exceptions in 8.11.8.9)

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.
7.11.8.10 Not more than eight (8) quarters of sabbatical leave overall shall be granted to members covered by this Agreement during any school year.

7.11.8.11 A year of service for sabbatical purposes 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 quarters in any school 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.

7.11.8.12 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 30th 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.

7.11.8.13 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.

7.11.9 Shared Leave

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.

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

7.12 Leave Without Pay

7.12.1 Family and Medical Leave Act

7.12.1.1 Family and Medical Leave is governed by the Family and Medical Leave Act and RCW 49.78.

a) 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:
   1) The birth or care of a newborn child; or
   2) The placement and care of an adopted child or foster child with
the eligible employee; or

3) The employee’s own serious health condition; or

4) To care for an employee’s family member with a serious health condition.

b) Military Leave Entitlement will be allowed for eligible specified family members (National Guard and Reserves.)

1) Up to twelve (12) weeks of leave for certain qualifying exigencies arising out of a covered military member’s active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation; or

2) 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.

c) An eligible employee is one who has worked at the College as a full-time, contracted employee for at least 1,250 hours during the previous twelve (12) month period.

d) 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.

Procedures and guidelines for Family and Medical Leave are available through the Human Resources Department.

7.12.2 Parental and Adoption Leave

7.12.2.1 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.

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.

7.12.2.2 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.

7.12.2.3 The employee may return to his or her previous or similar assignment as determined by the Vice President of Human Resources.

7.12.3 Political Leave

7.12.3 Upon written request to the Vice President of Human Resources, 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.

7.12.4 Military Service (Active Duty) Leave

7.12.4.1 Please refer to section 7.11.5.

7.12.4.2 If a person is not qualified for his/her old position as a result of disability sustained during his/her service, but is nevertheless qualified to perform the duties of another vacant position, under the control of the employer, he/she 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.

7.12.5 Other Leaves

Other leaves without pay not to exceed one (1) year may be granted:

7.12.5.1 To employees for the purpose of recuperation (recommended by the employee’s personal physician and the President) or study.

7.12.5.2 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.

Other leaves without pay may be requested for a second year.

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.

An employee must notify the Vice President of Human Resources in writing by May 1 whether he/she will return to the College for the next school year, resign from the College, or request another leave of absence.

The College will provide reasonable accommodation for religious obligations required by the employee’s faith.

7.13 Retirement/Resignation Early Notification Incentive

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 between June 1 and November 1 of each year, giving at least six 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 with less than ten (10) years of service as of their last date of employment will receive a $1,000 incentive.
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.

The incentive will not count for contributions to or in calculating benefits in a retirement system.

7.14 **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 administration will meet and confer with the union.

**ARTICLE VIII**

**GENERAL CONDITIONS**

8.1 **Academic Freedom**

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.

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.

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.

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.

8.2 Job Description

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 are made to the existing job descriptions within the bargaining unit, the recommendations of the Union will be considered.

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.

8.3 Employee Files

8.3.1 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.

8.3.2 An employee will sign or initial any document which could adversely affect his or her 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 contents.

8.3.3 Copies of records of grievances filed by an employee shall not be entered into the personnel file.

8.3.4 An employee may include a written response to any document in the employment file; such response will be attached to the original document in the file.

8.3.5 Supervisors may keep a working file on employees. The contents of the working file for full time contracted employees shall be removed at the end of the evaluation period. Employees may have access to the working file upon request.

8.4 Staff Development

8.4.1 Information concerning staff development and employee training courses will be provided to all employees.

8.4.2 The employee may advise the Vice President of Human Resources of any training needs of the staff not being furnished at any time. The administration will work with the employee to review the employee’s training course offerings prior to publication of the scheduled courses.
8.4.3 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.

8.4.4 Employee Professional Development Days

The College will set aside two (2) days per school year for employee professional development and dissemination of college information. In general, the College will schedule half of one day to be used to provide training and/or dissemination of college-wide information. The remaining day and a half will be used by the employee for program development, departmental meetings, and activities, return to industry and/or special projects. Such activities may be approved for clock hour credit if supported with appropriate documentation.

8.4.5 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, access during paid time, and release time if needed.

8.5 Dissemination of Professional Information

The College will retain information relating to professional development in the Human Resources Department, Staff Development Office. The material will be readily available and accessible to employees.

8.6 Ownership of Materials

The ownership of any materials, processes, or inventions developed by an employee’s individual effort and expense shall vest in the employee and be copyrighted or patented, if at all, in his/her name.

The ownership of materials, processes, or inventions produced solely for the College and at College expense shall vest in the College and be copyrighted or patented, if at all, in its name.

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 ownership of the materials, processes or inventions shall vest in (and be copyrighted or patented by, if at all) the person 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 ownership shall vest in the College.
8.7 Distance Learning

Within its available resources and based upon College needs, the College may offer distance learning courses (DLCs). DLCs may be developed and/or offered to supplement, not supplant, existing College courses.

When the College develops, modifies or offers DLCs, the College will provide necessary support, release time, and/or compensation and resources upon approval by the Vice President of Instruction/designee. Courses developed with any college resources will remain the property of the College consistent with Article 8.6 with the exception of externally purchased courses.

When the College determines it will offer a DLC, employees appropriately qualified shall be offered the opportunity to develop and/or deliver the course. Employee participation, in DLC activities not normally defined in their job description, is voluntary. Employees who have developed a DLC will have first right of refusal to deliver the course.

8.8 Covering Classes

8.8.1 When practicable, each employee or program shall be expected to provide to the Vice President of Instruction or designee the names, and contact information for qualified individuals who could act to cover classes or substitute in the class at the beginning of each school year.

8.8.2 An Instructor who will be absent must notify the appropriate Instruction Office pursuant to College procedures.

If a substitute Instructional employee is authorized by the Vice President of Instruction or designee, the appropriate supervisor will be responsible for making final arrangements for the substitute Instructor. The decision to utilize substitutes and/or to arrange for class coverage is vested in the Employer.

8.8.3 The Vice President of Instruction or designee 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.

8.8.4 Arrangements for temporary class coverage may be made between Instructors with the approval of the appropriate supervisor.

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

8.10.1 The College will:

Provide a break area at each College campus.

8.11 School Construction

When any proposed construction pertains to a particular instructional area, the Vice President of Administrative Services shall involve employees who are affected.

8.12 Grading Practices

The instructor shall have the authority and responsibility to determine grades and other evaluations of students. No grade shall be changed by anyone other than the Instructor provided that:

8.12.1 Standards for performance are provided to the students in advance of assessment/evaluation, and

8.12.2 It is based on achievement, in relationship to established standards for performance, and

8.12.3 It is adequately documented, and

8.12.4 It is consistent with the College rules.

8.13 Documentation of Incidents

Any incident which will adversely affect the status of a student shall be adequately documented. This should include date, time, place, witnesses and any pertinent facts that clarify the incident.

8.14 Assignment and Transfer

8.14.1 Procedures

8.14.1.1 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.

8.14.1.2 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.

8.14.1.3 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/designee upon request.
8.14.1.4 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 Vice President of Instruction subject to the review and approval of the President, or designee.

8.14.1.5 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.

8.15 Attendance at Educational Conferences

8.15.1 General Regulations

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

8.15.1.1 The appropriateness of the meeting for the duties and professional growth of the staff member making application.

8.15.1.2 Location of meeting and the resultant costs.

8.15.2 Application Procedures

Employees desiring travel authorizations should make applications to the Vice President of Instruction. A supply of forms for this purpose shall be furnished by 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

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. Bates shall issue a certificate to qualified applicants within thirty (30) working days after receiving a properly completed application and payment of fee for said certificate and documentation of completion of required professional development plan activities.

Certificates are returned to the employee when completed.
Detailed information on certification and assistance in certification problems are available in the Staff Training Office.

To qualify for initial and to maintain standard certification, all employees’ teaching more than two-thirds of a full-time load for more than the equivalent of three (3) quarters per year, must meet the requirements articulated in WAC 131.16 to include documenting and completing Professional Development Plans (PDPs).

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.

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 vice president for resolution. If the dispute is not resolved at that level, then the dispute may be appealed to the Committee for Certification Standards (CCS).

### 8.16.2 Academic Qualifications

Other employees teaching more than two-thirds of a full-time load for more than the equivalent of three quarters per year not covered by 8.16 shall maintain applicable academic credentials and/or qualifications by documenting and completing a PDP.

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 vice president for resolution. If the dispute is not resolved at that level, then the dispute may be appealed to the CCS.

### 8.16.3 Committee for Certification Standards (CCS)

a) The Committee for Certification Standards (CCS) is responsible for establishing certification standards for all employees consistent with the provisions of WAC 131.16.070 and WAC 131.16.091-095. Further, this committee will have ultimate authority on matters pertaining to recertification and PDP’s for all employees. The committee shall meet on a regular basis until such time as all necessary standards for certification compliance are well established.
b) The responsibilities of the committee shall include, but are not limited to; forms approval, providing procedural oversight and adjudicating disputes should the need arise. The committee shall be available to respond to questions as needed.

c) The committee shall consist of three (3) bargaining unit members and two (2) administrators, one of whom shall be the Vice President of Instruction/designee.

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

8.17 Employee Calendar

There will be two calendars developed by the College and the Union. The 214-day calendar will cover employees in GenEd, career training, and Home and Family Life programs. The 225-day calendar will cover employees in the Business and Management Training Programs, career specialists, and librarians. The parties will agree to distribute calendars for the next two (2) regular school years no later than November 1 of the current school year.

Workdays 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. Employees working in off-campus high school programs will adhere to their respective school district calendars.

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

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.

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 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.

ARTICLE IX
TENURE, LAYOFF AND RECALL

9.1 Tenure

The parties agree that the review period for tenure is the interval in which we create the future of our college, and ensure the continuation of excellence of the Bates employees. The period during which probationary employees are reviewed for tenure is best understood as a continuation of the college's recruitment and selection process. Tenure review committee recommendations made to the Board of Trustees to grant tenure are more important than the initial decision to hire. When tenure is granted, the employee becomes a fully-vested member of the college community.

Our approach to the tenure process is one of continuous evaluation and assistance by a combination of faculty and administrative colleagues, enhanced by meaningful student input.

Procedures for tenure are found in the Tenure Workbook, which has been jointly developed by the employee Union and Administration, to provide a framework guiding the activities of tenure review committees and probationers. The timelines contained in the workbook provide a schedule resulting in ongoing guidance to probationers by tenure review committees.

The timelines are important to the overall process, but they are not meant to be understood or interpreted as rigid or absolute. They are essential to a fair, non-discriminatory, professional and objectively administered process.

9.1.1 A system of tenure shall be maintained in accordance with all applicable statutory requirements and the Tenure Workbook, as they now exist or hereafter modified.

9.1.1.1 The probationary period will not exceed nine (9) consecutive quarters, excluding summer quarter and approved leaves of absence unless otherwise extended in a manner consistent with law.

9.1.1.2 If the probationer disagrees with the tenure review committee's annual recommendation he/she and/or a representative shall be given an opportunity to challenge the committee's recommendations before the College President and the Board of Trustees.
9.1.2 In administering the provisions of Section 9.1.1 above, the following conditions shall apply:

9.1.2.1 Tenure Review Oversight Committee

a) 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, administration and/or the Union for corrective action when required.

b) The responsibilities of the committee shall include, but are not limited to; forms approval, workbook modification, monitoring individual committee progress, providing procedural oversight, and tenure review committee orientation/training.

c) The committee shall consist of (3) three tenured employees and (2) two administrators, one of whom shall be the Vice President of Instruction.

d) Probationers, committee members, and other interested parties may contact the TROC with questions and concerns as needs arise.

e) 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.

9.1.2.2 Tenure Committee

a) The College President/designee will establish tenure review committees to which probationary employees will be assigned. Each tenure review committee shall be comprised of five (5) members. Three (3) members shall be tenured faculty. One 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/designee. The fifth (5th) member shall be a full-time student chosen by the Associated Student Government.

b) If a vacancy arises on any tenure review committee, the vacancy shall be filled consistent with paragraph A above.

c) At least three (3) tenure review committee members, one of whom should be the administrator, shall be present to conduct business at any meeting of said committee.

d) Recognition of Tenure Committee participation:

Employee(s) serving on tenure review committees shall be granted ten (10) clock-hours for each tenure review committee upon which the employee(s) serves, in recognition of individual development activity in
excess of the normal contracted obligation. A maximum of ten (10) clock-
hours of credit will be awarded per committee member at the end of the
committee’s tenure review process. Employees must be serving on the
committee throughout the process to receive credit. Prorated credit will
also be given to those employees that fill a vacancy on a committee or
when the process is shortened.

9.1.2.3 Tenure Committee Chair

a) 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.

b) Employees serving as the chair of a committee shall be granted twenty
(20) clock-hours in recognition of professional development activity in
excess of the normal contracted obligation. Ten (10) of these hours
recognize committee service and the other ten (10) are in recognition of
the additional work done by a committee chairperson. A maximum of
twenty (20) clock-hours will be awarded per chair at the end of his/her
committee’s tenure review process. Employees must serve as the
committee chair throughout the process to receive the credit. Prorated
credit shall be provided to those employees that fill a vacancy as tenure
review committee chairperson or when the process is shortened.

9.1.2.4 Final Action of Tenure

a) 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.

b) 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 Board of Trustees’ action.

c) Notification of non-renewal of a probationary employee’s appointment
shall be given no later than one complete quarter, excluding summer
quarter, before the expiration of the probationary employee’s appointment.
The Union shall receive a copy of said notice within three (3) work days
after delivery/receipt.

d) 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 Tenure Review Committee shall
become the property of the employee.
e) Upon completion of the probationary period, if the probationary employee is not granted tenure or the member’s contract is not renewed, the Tenure Review Committee’s records shall be maintained under the supervision of the Vice President of Human Resources as long as pending or potential litigation exists.

9.2 Employee Evaluation

9.2.1 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. Evaluations shall be completed not later than June 30th, as follows:

a) Tenured employees shall be formally evaluated every three years with interim assessments done annually.

b) The evaluation of probationary employees shall be the tenure review process.

c) Non-tenured contracted full-time employees shall be evaluated annually.

d) Part-time employees shall be evaluated annually if they work twenty (20) hours or more per month during the regular school year.

e) 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.

9.2.2 Evaluation Process: The supervisor, as assigned by the appropriate Vice President is responsible for conducting and completing formal three-year evaluations. The evaluation process shall include the following: supervisory evaluation (Appendix C), a review of student input data (Appendix D), a review of collegial input (Appendix E), an optional self-evaluation (Appendix F), and a review of the Professional Development Plan.

Employees shall not be assigned to evaluate any other employee in the bargaining unit, with the exception of peer review and tenure review processes.

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.

9.2.2.1 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 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.

Student and 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 Performance Improvement Plan (PIP) or may be incorporated into a Professional Development Plan (PDP). When potential problems are identified administration will make available opportunities for improvement.

9.2.3 Evaluation Elements and Forms: The following forms will be used for the purposes of employee evaluation: supervisory evaluation (Appendix C), a review of student input data (Appendix D), a review of collegial input (Appendix E), an optional self assessment (Appendix F), and a review of the Professional Development Plan.

Tenured and Contracted Non-tenured employee evaluations shall include Student Input, Collegial Input, Employee Evaluation forms and an optional Self-Evaluation form.

9.2.3.1 Employee Evaluation Form (Appendix C)

9.2.3.2 Student Input Form (Appendix D)

Employees will schedule the collection of student input forms. Employees will not be present when students complete their forms. Student input shall be solicited at least twice during the regular student school year, or at the end of an instructional period (i.e. programs of less than six months and at the end of every course). Additional student input may be required for industry validation, accreditation and / or program certification.

The Assessment Department will distribute the forms. Forms will be distributed twice yearly during the fall and spring quarters for programs longer than six (6) months, or at the end of the instructional period for courses of shorter duration. Instructors are free to adjust the forms processing over a period of several weeks as needed (e.g., for convenience or for programs with specific start dates). Completed forms are to be returned to the assessment department by a student designee for processing. Once processed, summary data and transcribed comments will be returned to the employee. Student input summary data must be shared with the employee’s supervisor upon request and when available. Student input will be collected using the Student Input Form (Appendix D.)

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.

In multiple instructor programs, students will complete separate forms for each employee with which they have regular instructional contact.

9.2.3.3 **Collegial Input Form** (Appendix E)

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 E.

9.2.4 **Unsatisfactory Evaluation**

9.2.4.1 If, after the evaluation conducted pursuant to Section 9.2.2 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 vice president and will be implemented immediately upon completion. The PIP will be in effect for a period of not less than one quarter.

9.2.4.2 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.

9.2.4.3 At the end of the quarter, the supervisor will submit a progress report to the appropriate Vice President and the employee.

9.2.4.4 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.

9.3 **Corrective Action Plan**

When appropriate, 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.

9.4 **Discipline**

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 or 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.

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.

9.4.1 Written reprimands shall be clearly identified as such and delivered to the employee who shall acknowledge receipt in writing prior to their 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.

9.4.2 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 administrator to discuss the infraction and discipline.

9.5 Dismissal

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.

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.

The final decision to dismiss or not to dismiss shall rest with the appointing authority/designee in accordance with RCW 28B.50.863.

Reassignment of duties by the President/designee during the administrative 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.
9.5.1 Dismissal Procedures

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 charges and present reasons why the dismissal should not occur.

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.

9.5.2 Dismissal Review Committee Process

Written Notice

In accordance with RCW 28B.50.863, after it is determined that dismissal proceedings should be initiated, the President/designee shall specify the grounds for dismissal, serve written notice to the affected employee, the Union and, once established, the DRC.

Further, the Union shall receive notice of all subsequent meetings related to such proceedings.

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.

9.5.2.1 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 9.5.1. The DRC shall be composed of three (3) faculty members, an administrator, 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.

9.5.2.2 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. Hearing shall occur on regularly scheduled workdays unless mutually agreed by the parties.
9.5.2.3 Employee Rights

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.

9.5.2.4 DRC Chairperson:

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.

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/designee, affected employee, and the Union.

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.

b) 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.

9.5.2.5 Final Decision by the Appointing Authority/Designee

The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the appointing authority/designee after giving reasonable consideration to the recommendation of the DRC. The committee's recommendations shall be advisory only. The appointing authority/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.
No statements about the case shall be made by the DRC, administrative officers, or the appointing authority/designee until all administrative proceedings and appeals have been completed.

9.5.3 Right to Appeal

Pursuant to RCW 34.05 as now existing or hereafter amended, the employee shall have the right to appeal the final decision of the appointing authority/designee within thirty (30) days after service of the final decision.

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.

9.6 Reduction-in-Force (RIF)

9.6.1 This article shall govern reduction-in-force, which is deemed to constitute sufficient or adequate cause for dismissal/termination of 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.

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

9.6.2 Dismissal at the end of Employment Agreement: 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, or
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), or
c) State mandated closure due to duplication of programs.
d) Low enrollment:

For the purpose of calculating low enrollment percentages, the employee’s Assigned Class Load, as delineated in Appendix J will be used.

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.

Based on such input, the supervisor and the employee(s) will within thirty (30) work days, develop a written Enrollment Improvement Plan (EIP) specifically for the program in question. When appropriate, an industry representative may also participate in the development of the EIP. They may also seek input from other college sources, such as the Director of
Communication and Marketing, Student Services, Program Advisory Committee, or Curriculum Review Committee. Each plan will identify recommendations and actions, and assign responsibilities and timelines for resolution of the low enrollment situation. The EIP will be formally signed and dated.

Periodic measurements will be taken to gauge the effect of the EIP. If the program’s enrollment has continued to decline, and if enrollment is at or below 60% after 120 work days (excluding summer quarter) from the signing of the EIP, then the faculty member may be subject to a RIF. If the program’s enrollment increases to 70% or above, then any potential RIF consideration shall be abandoned.

If enrollment over a three (3) quarter period (excluding summer quarter) is less than 50% of assigned class load, a reduction in force (RIF) may be initiated immediately; the remaining procedures and the requirement to implement the RIF at the end of the employment agreement shall be waived.

The Office of the Registrar shall be the exclusive source of enrollment data as pertains to RIF. While a RIF consideration exists, all parties to the process may have access to such data on a weekly basis.

This section in no way affects the employee’s right to due process as outlined in this agreement.

e) Program reduction or elimination formally approved by the Board of Trustees after the provisions below have been completed.

Consideration will be given to future industry needs and trends and technological requirements. Student impact will be minimized when at all possible. Advisory committee/industry input will be sought.

Consideration will also be given to the College’s need to manage FTE’s, program redesign 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.

9.7 General Conditions Related to Reduction-in-Force

9.7.1 When the appointing authority/designee determines a situation exists that may cause a reduction-in-force, 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/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 an Enrollment Improvement Plan (EIP), reassignment, retraining, transfer, leave
of absence, retirement, and/or resignation.

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

9.7.3 Loss of “soft money” shall not constitute a financial emergency and shall not constitute cause for reduction-in-force affecting employees. When “soft money” supporting specific programs is lost, only those programs and those employee’s shall be subject to layoff.

9.8 Assigned Class Load List

The Assigned Class Load List with Rationale 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.

9.8.1 New Programs will be allowed two (2) years of operation, plus, at the option of the administration, an additional one (1) year to develop the FTE load to required class loads, as outlined above.

9.9 Reduction-in-Force Categories

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 tenured faculty.

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:

9.9.1 Contracted Tenured Career Training Categories:
- Accounting/Bookkeeping
- Administrative Medical Assistant/Medical Transcriptionist
- Administrative Office Assistant
- Advanced Technologies & Computer Sciences
- Apparel Construction & Patternmaking Technology
- Architectural Engineering
- Architectural Woodworking/Cabinet Making Technology
- Auto Body Rebuilding & Refinishing
- Automotive Mechanic
- Barber/Stylist
- Biotechnology Lab Technician
- Boat Builder
- Carpentry
- Child Care/Early Education
- Civil Engineering
- Clothing and Textiles
- Commercial Truck Driving – Local Commercial
- Commercial Truck Driving – Long Haul
- Communications Technologies
- Cosmetology
Culinary Arts, Downtown Campus
Culinary Arts, South Campus
Database Management & Development
Dental Assisting
Dental Lab Technician
Denturist
Diesel & Heavy Equipment Mechanic
Electrical/Electronic Engineering Technician
Electrical Construction
Electronic Equipment Service Technology/Biomedical Service Technician
Facilities Maintenance Engineer
Fire Protection Engineering Technology
Fire Service
Hearing Instrument Technology
Heating, Ventilation, Air Conditioning & Refrigeration Technician
Land Surveying
Legal Office Assistant
Machinist
Marketing & Business Management
Mechanical Engineering
Power Sports & Equipment Technology
Practical Nursing
Sheet Metal Technology
Software Development
Vehicle Parts/Accessories Marketing
Web Developer
Welder

9.9.1.1 Contracted Certificated Home and Family Life RIF Categories
Childbirth Education Coordinator
Clothing and Textiles
Home and Family Life Instructor
Parent - Infant/Toddler Coordinator

9.9.1.2 Contracted Certificated Business and Management Training RIF Categories
Business and Management Training Instructors
International Education Coordinator
Small Business Training Coordinator

9.9.1.3 Career Specialist/Counselor RIF Categories
Career Specialist
Disability Services Coordinator
Vocational Advisor

9.9.1.4 Contracted GenEd RIF Categories
Communications
Human Relations
Mathematics
Basic Skills
9.9.1.5 Contracted Librarian RIF Category
   Librarian

9.9.1.6 Contracted Computer Lab RIF Category
   Computer Lab Instructor

9.9.1.7 Educator Training Center RIF Category
   Distance Learning Services Coordinator

9.9.1.8 When afternoon or evening career training classes or programs are offered which are substantially similar in content or purpose, as determined by the administration, 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 evening - shall be merged with the senior Instructor choice as to shift worked.

9.9.2 Seniority

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 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 Union agree that an employee’s seniority will not be adversely affected.

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.

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.

A break in service of two years or more will result in the loss of previously accumulated seniority.

9.9.3 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 school years, including the current student school year, the employee’s seniority in the previous RIF category will be given precedence and he or 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.

9.9.4 **Re-employment Rights:** 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.

9.9.5 The College will provide a copy of the updated Tenured Faculty Seniority List and years of service list to the Union by July 31, annually.

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

9.9.7 **Reduction-In-Force Procedure**

9.9.7.1 When the College determines that a reduction-in-force is necessary for reasons other than a financial emergency, the appointing authority/designee shall select and notify the affected employees and meet with them to discuss the proposed reduction-in-force. The matter may at such time be resolved by the use of alternatives, including, but not limited to reassignment, retraining, transfer, leave of absence, retirement, and/or resignation.

9.9.7.2 The Union and the employee(s) will be notified in writing of the decision on the proposed RIF within ten (10) work days.

The College and Union will meet to review the reasons for the RIF within five (5) work days after the delivery/receipt of said notice.

9.9.7.3 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.

9.10 **Hearing Procedure Used in RIF**

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

9.10.1 **Notice**

After it is determined that RIF should be initiated, the appointing authority/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 reduction-in-
force. The notice must also indicate the effective date of separation 
from service.

9.10.2 Request for Hearing: 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/designee within seven (7) work days, the appointing authority/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 the 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/designee.

Hearings shall occur only on regularly scheduled work days unless mutually 
agreed by both parties.

9.10.3 Procedural Rights of Affected Employees

9.10.3.1 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 Chapter 34.05 RCW.
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.

9.10.4 Hearing Officer

a) Upon receipt of a request for a hearing from affected employees, the appointing authority/designee shall appoint a qualified impartial hearing officer in accordance with applicable RCWs and WACs.

b) 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.

9.10.5 Final Decision by the Appointing Authority/Designee

a) The appointing authority/designee may permit an opportunity for oral or written argument or both by the parties or their representatives.

b) The appointing authority/designee may hold such other proceedings as it deems advisable.

c) The final decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the appointing authority/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/designee. The appointing authority/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.

9.10.6 Layoff of 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: years of service; education and/or certification; experience; grant/program requirements and outcomes.

ARTICLE X

MISCELLANEOUS

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

10.2 Copies of this Agreement shall be printed at the expense of the College within forty-five (45) days after ratification by the Board and the Union and executed by the authorized representatives thereto. A copy of this Agreement will be provided to each full-time employee covered by this Agreement. Copies will be given to part-time employees upon request.
AGREEMENT

This agreement is entered into this 1st day of July, 2007 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, 2010 and continue through June 30, 2012.

BATES TECHNICAL COLLEGE

District No. 28

Chair, Board of Trustees

Bates Technical College

Local 4184, AFT WASHINGTON/AFL-CIO

President, Local 4184

Secretary, Board of Trustees
SALARY SCHEDULES

AND

APPENDICES
## APPENDIX A1

### BATES TECHNICAL COLLEGE

**Faculty Salary Schedule**

**Effective**: 7/1/08

**Percent Increase**: 3.9%

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Notes to Salary Schedule A-1

Faculty will be placed on Step 8 after completion of 14 years of service on this salary schedule, if not precluded by the legislature.

Faculty will be placed on Step 9 after completion of 16 years of service on this salary schedule, if not precluded by the legislature.

Faculty will be placed on Step 10 after completion of 19 years of service on this salary schedule, if not precluded by the legislature.

$897 will be added to the base salary for each 150 hours of approved training earned up to a maximum of 1350 hours, if not precluded by the legislature.

Part-time Academic, Assessment Center and Career Training Faculty shall initially be placed on Salary Schedule A-1, Step 1. Exceptions may be made on minimum qualifications and experience required for the positions.

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Class Coverage Stipend

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### BATES TECHNICAL COLLEGE

**Faculty Salary Schedule**

**Salary Schedule A-2**

**Business & Management, Library, Career Specialists, HS Counselors**

**Effective**

7/1/2008

**Percent Increase** 3.9%

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CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO

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**Notes to Salary Schedule A-2**

Faculty will be placed on Step 12 after completion of 14 years of service on this salary schedule, if not precluded by the legislature.

Faculty will be placed on Step 13 after completion of 16 years of service on this salary schedule, if not precluded by the legislature.

Faculty will be placed on Step 14 after completion of 19 years of service on this salary schedule, if not precluded by the legislature.

$896 will be added to the base salary for each 150 hours of approved training earned up to a maximum of 1350 hours, if not precluded by the legislature.

Part-time BMTC, Career Specialist, and Library faculty shall be initially placed on Salary Schedule A-2, Step 1. Exceptions may be made based on minimum qualifications and experience required for the positions.
# 214 Day 2010-2011 Faculty Calendar

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CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO

7/1/10

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CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO

7/1/10

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## 225 Day 2011-2012 Faculty Calendar

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<td><strong>27 Summer QB Ends - 1/2 day students only</strong></td>
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### Notes:
- **Holiday or Non-Work Day**
- **Non-Work Day**
- **1/2 Work Day**
- **Staff Day / Inservice No Students**
- **1/2 Day Students Only**
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**225 Day 2012-2013 Faculty Calendar**

- **July 2012**
  - Independence Day Holiday
  - Summer School Ends - ½ day students only
  - 12 week day - No Students
- **August 2012**
  - Labor Day Holiday
  - Faculty Planning Day - No Students
  - Fall Quarter Starts
  - October 2012
  - Faculty In-Service - No Students
- **September 2012**
  - Veterans Day Holiday
  - Last Day of Fall Quarter
- **October 2012**
  - ½ day for Students & Faculty
  - Thanksgiving Break
  - Winter Quarter Starts
- **November 2012**
  - Last Day of Winter Quarter
  - Martin Luther King, Jr. Holiday
  - Non-Work Day
- **December 2012**
  - Christmas Break
  - Spring Break

- **January 2013**
  - No Unusual Days

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CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO

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APPENDIX C-1

BATES TECHNICAL COLLEGE
Faculty Evaluation Form

To be completed by supervisor

Name of Employee: ____________________________

Date: ____________________________

Department/Program: ____________________________

Evaluation Period: ____________________________

☐ Tenured Employee ☐ Non-tenurable Full-time Employee ☐ Part-time Employee

The following steps have been adhered to in this evaluation:

1. Pre-evaluation (planning). Explanation of process and performance elements for each category to be evaluated. Provide copy of “Performance Elements” attachment and optional “Employee Development and Performance Plan” to the employee.

   (Date/initials)

2. Evaluation Meeting.

   (Date/initials)

3. Professional Development Plan has been reviewed, and is complete and up-to-date.

   (Date/initials)

4. The following have been reviewed and discussed during the Evaluation Meeting:

   _ Employee Performance Elements
   _ Student Input Data
   _ Collegial Input Data

   (Date/initials)

☐ 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 June 30 annually.

I have reviewed all evaluation forms and, in my judgment, the process has been properly followed.

Vice President 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.
FACULTY PERFORMANCE ELEMENTS

A copy of the “Performance Elements” shall be provided to the employee.

The supervisor will complete the evaluation form and provide comments. 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 evaluation meeting.

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

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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H. Position Specific Performance Elements</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>A. SELF-MANAGEMENT SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Punctual and consistent work attendance</td>
</tr>
<tr>
<td>☐ Efficient, effective use of work time, equipment, and resources.</td>
</tr>
<tr>
<td>☐ Follows rules and procedures.</td>
</tr>
<tr>
<td>☐ Works in a safe manner.</td>
</tr>
<tr>
<td>☐ Proper use and maintenance of equipment.</td>
</tr>
<tr>
<td>☐ Seeks and assumes additional responsibilities as is appropriate.</td>
</tr>
<tr>
<td>☐ Exhibits integrity and honesty.</td>
</tr>
<tr>
<td>☐ Treats others with respect and dignity.</td>
</tr>
<tr>
<td>☐ Gives and accepts constructive feedback.</td>
</tr>
<tr>
<td>☐ Works effectively in a diverse work environment.</td>
</tr>
<tr>
<td>☐ Focuses on the situation, issue or behavior rather than on the person.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>C. TEAMWORK SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Supports and focuses on the vision, mission, and goals of the organization and team.</td>
</tr>
<tr>
<td>☐ Understands the benefits of teamwork.</td>
</tr>
<tr>
<td>☐ Cooperates with and offers assistance to others.</td>
</tr>
<tr>
<td>☐ Views the success of the organization and team as more important than individual achievements.</td>
</tr>
<tr>
<td>☐ Contributes to the development, cohesion and productivity of the team.</td>
</tr>
<tr>
<td>☐ Appropriately shares information internally and externally.</td>
</tr>
<tr>
<td>☐ Supports teamwork and cooperation through open, honest communication.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>D. INNOVATION AND CHANGE SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Is creative and innovative when contributing to organizational and individual objectives.</td>
</tr>
<tr>
<td>☐ Receives new ideas and adapts to new situations.</td>
</tr>
<tr>
<td>☐ Avoids being overly defensive; willing to explore different options.</td>
</tr>
<tr>
<td>☐ Takes calculated risks.</td>
</tr>
<tr>
<td>☐ Seeks and acts on opportunities to improve, streamline and re-invent work processes.</td>
</tr>
<tr>
<td>☐ Helps others overcome resistance to change.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E. DEVELOPMENT SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Participates in opportunities to enhance knowledge and skills identified and offered by the organization or the supervisor.</td>
</tr>
<tr>
<td>☐ Displays initiative in developing or upgrading knowledge and skills.</td>
</tr>
<tr>
<td>☐ Applies new knowledge or skills acquired from developmental opportunities.</td>
</tr>
<tr>
<td>☐ Helps others learn new systems, processes, or programs.</td>
</tr>
<tr>
<td>☐ Learns to use technology effectively, as is appropriate for the job.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>F. COMMUNICATION SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Participates in meetings in an active, cooperative, and courteous manner.</td>
</tr>
<tr>
<td>☐ Effectively communicates orally on a one-on-one basis and in small groups.</td>
</tr>
<tr>
<td>☐ Make effective oral presentations before groups.</td>
</tr>
<tr>
<td>☐ Writes clearly and succinctly.</td>
</tr>
<tr>
<td>☐ Avoids “bureaucracies” whenever possible in written and oral communications.</td>
</tr>
<tr>
<td>☐ Understands and empathizes with the listener or reader.</td>
</tr>
<tr>
<td>☐ Responds promptly to e-mails, phone messages, and mail.</td>
</tr>
<tr>
<td>☐ Follows through with commitments.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>G. CUSTOMER SERVICE SKILLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Understands and responds to customer’s objectives and needs.</td>
</tr>
<tr>
<td>☐ Is sensitive to public attitudes and concerns.</td>
</tr>
<tr>
<td>☐ Is accessible, timely, and responsive when interacting with customers.</td>
</tr>
<tr>
<td>☐ Handles customer inquiries and complaints promptly, courteously, and non-bureaucratically.</td>
</tr>
<tr>
<td>☐ When feasible, goes the extra mile to satisfy customer needs and expectations.</td>
</tr>
<tr>
<td>☐ Other: __________________.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>H. POSITION SPECIFIC PERFORMANCE ELEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>(see Attachment to Form 2 page 2)</td>
</tr>
</tbody>
</table>

---

CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO
7/1/07
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 learn 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 draft agreements with clients, establishes fees, assigns presenters, and coordinates other related details
- 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 GenEd courses, degree/certificate requirements and college/community resources
- Participates in professional development opportunities to keep abreast of current issues
- Provides follow-up on student registered in Career Training Programs to improve retention rates.
- Works collaboratively with employees 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 D-1

**Classroom Teaching Student Input Form**

**Bates TECHNICAL COLLEGE**

FOCUSED ON YOUR FUTURE

| 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. Fill in the circles completely using a dark pen or pencil.

<table>
<thead>
<tr>
<th>Statement</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) I can apply the principles I learned.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2) Students are treated with respect.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3) I receive individual attention when requested.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4) I was kept informed of my progress.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5) Materials are adequate, relevant, appropriate and effective.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6) Assigned activities challenge students to think.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7) Written and verbal directions are clear and specific.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8) Objectives are clearly explained.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9) Tests and assignments are relevant to objectives.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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

- O Almost always effective
- □ Usually effective
- □ Sometimes effective
- □ Rarely effective
- □ Almost never effective

11) Comments.

---


Do not copy this form - it will not be scannable - Contact Doug Ballor at 680-7203 for additional copies.

---

CBA Between BTC District 28 and Bates Local 4184 AFT WASHINGTON/AFL-CIO 7/1/07

76
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.

<table>
<thead>
<tr>
<th>Statement</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neutral</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Students are treated in a professional and respectful manner.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2) I received the information that I needed.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3) Telephone calls or emails are answered in a timely manner.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4) Students receive encouragement and support when appropriate.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>5) The materials provided are adequate, relevant, appropriate and effective.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>6) Scheduled meetings/appointments start within 10 minutes of designated time.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>7) Written and verbal directions are clear and specific.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>8) Questions are adequately answered (i.e., faculty member had a good knowledge of subject area).</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9) I am afforded the time I need.</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

10) What is your overall rating of the service received?

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

11) Comments.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Do not copy this form - it will not be scannable - Contact Doug Ballor at 690-7203 for additional copies.
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?
Optional Employee Development and Performance Plan

This form is to be completed by the employee and discussed with supervisor.

<table>
<thead>
<tr>
<th>Employee’s Name: (Last, First, MI)</th>
<th>Department/Program</th>
<th>Supervisor’s Name:</th>
</tr>
</thead>
</table>

| 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?

Use additional sheets if needed.

**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.
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).

Use additional sheets if needed.

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 Optional Self-Evaluation with the employee.

Supervisor’s Signature _________________________ Title _________________________ Date __________
Comments specific to self-evaluation:
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: ______________________

____________________________________ Professional Development Plan is complete and up-to-date.
(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 H
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 Vice President) 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.

1. Nature of grievance:

2. Date of alleged incident:

3. Relevant facts upon which the grievance is based:

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

5. Remedy requested:

Follow the grievance procedure as found in Article VI.

_________________________ __________________________
Grievant Signature/Date Authorized Union Representative/Date
APPENDIX I

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:

1. Not be placed in any personnel file;
2. Not be used for any employee evaluation;
3. Not be used in any manner that would adversely affect any employee’s employment; and
4. Not be used in any manner that would subject the employee to any discipline-related procedure(s).
### APPENDIX J

<table>
<thead>
<tr>
<th>Occ. Cluster/Dept.</th>
<th>Program Title</th>
<th>2010 Load</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced</td>
<td>Advanced Technologies (group)</td>
<td>120</td>
<td>6 Instructors (group)</td>
</tr>
<tr>
<td>Technologies</td>
<td>Computer Networking Systems Technician</td>
<td></td>
<td>2 Inst. + 1/2 of Core's 2 Instr.</td>
</tr>
<tr>
<td>&amp; Computer</td>
<td>Industrial Technology</td>
<td></td>
<td>1 Inst. + 1/4 of Core's 2 Instr.</td>
</tr>
<tr>
<td>Sciences</td>
<td>Information Technologies Specialist</td>
<td></td>
<td>1 Instr.</td>
</tr>
<tr>
<td></td>
<td>Network Support Technician</td>
<td></td>
<td>1 Inst. + 1/4 of Core's 2 Instr.</td>
</tr>
<tr>
<td></td>
<td>Wireless &amp; Advanced Communications Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Computer Sciences (group)</td>
<td>20</td>
<td>1 Instructor</td>
</tr>
<tr>
<td></td>
<td>Database Management &amp; Development</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Software Development</td>
<td>40</td>
<td>2 Instructors</td>
</tr>
<tr>
<td></td>
<td>Web Developer</td>
<td>20</td>
<td>1 Instructor</td>
</tr>
<tr>
<td>Automotive /</td>
<td>Auto Body Rebuilding &amp; Refinishing</td>
<td>36</td>
<td>2 Instructors (safety)</td>
</tr>
<tr>
<td>Engine /</td>
<td>Automotive Mechanic</td>
<td>36</td>
<td>2 Instructors (safety)</td>
</tr>
<tr>
<td>Trucking</td>
<td>Commercial Truck Driving - Local Commercial</td>
<td>30</td>
<td>3 Instructors @ 1:10 max</td>
</tr>
<tr>
<td></td>
<td>Commercial Truck Driving - Long Haul</td>
<td>50</td>
<td>5 Instructors @ 1:10 max</td>
</tr>
<tr>
<td></td>
<td>Diesel &amp; Heavy Equipment Mechanic</td>
<td>72</td>
<td>4 Instructors (safety)</td>
</tr>
<tr>
<td></td>
<td>Power Sports &amp; Equipment Technology</td>
<td>36</td>
<td>2 Instructors (safety)</td>
</tr>
<tr>
<td>Business/Office</td>
<td>Accounting/Bookkeeping</td>
<td>20</td>
<td>2 1/2-time Instructors</td>
</tr>
<tr>
<td></td>
<td>Administrative Medical Assistant (and Med. Trans.)</td>
<td>20</td>
<td>1 Instructor</td>
</tr>
<tr>
<td></td>
<td>Administrative Office Assistant (and Legal Office Asst.)</td>
<td>50</td>
<td>2 Instructors + 1 PT</td>
</tr>
<tr>
<td></td>
<td>Court Reporting</td>
<td>30</td>
<td>1 Instructor + 1 PT</td>
</tr>
<tr>
<td>Communications</td>
<td>Communications Technologies (group)</td>
<td>120</td>
<td>5 Instr. + 2 1/2-time Instructors (group)</td>
</tr>
<tr>
<td>Technologies</td>
<td>Audio/Sound Technology</td>
<td></td>
<td>1 Instr.</td>
</tr>
<tr>
<td></td>
<td>Broadcast Production Technologies</td>
<td></td>
<td>1 Instr. + 2 1/2-time Instr.</td>
</tr>
<tr>
<td></td>
<td>Broadcast Technologist</td>
<td></td>
<td>2 Inst.</td>
</tr>
<tr>
<td></td>
<td>Digital Media</td>
<td></td>
<td>1 Instr.</td>
</tr>
<tr>
<td></td>
<td>Electronic Equipment Service Technology</td>
<td>20</td>
<td>1 Instructor</td>
</tr>
<tr>
<td>Construction /</td>
<td>Boat Builder</td>
<td>18</td>
<td>1 Instructor (safety)</td>
</tr>
<tr>
<td>Trades</td>
<td>Architectural Woodworking/Cabinet Making Technology</td>
<td>18</td>
<td>1 Instructor (safety)</td>
</tr>
<tr>
<td></td>
<td>Carpentry</td>
<td>18</td>
<td>1 Instructor (safety)</td>
</tr>
<tr>
<td></td>
<td>Electrical Construction</td>
<td>36</td>
<td>2 Instructors (safety)</td>
</tr>
<tr>
<td></td>
<td>Facilities Maintenance Engineer</td>
<td>28</td>
<td>1 Instructor (safety) + 1 PT</td>
</tr>
<tr>
<td></td>
<td>Heating, Ventilation, Air Conditioning &amp; Refrig Tech</td>
<td>18</td>
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