

Memorandum of Understanding
2023 – 2026 CBA-002
AMENDED

This Memorandum of Understanding is by and between Columbia Basin College (“CBC” or the “College”) and the CBC Association for Higher Education (“AHE” or the “Union”) representing the faculty bargaining unit of instructors, counselors, and librarians, and is incorporated by reference as part of the 2023-2026 Collective Bargaining Agreement in duration from July 1, 2023, to June 30, 2026.

Agreement

CBC and AHE previously bargained the allocation of additional funding for high demand/hard to fill positions provided under the Washington State House Bill 2158. See 2018-2021 [2022] CBA-016, incorporated herein by reference. The parties agree to extend that agreement as follows:

1. Hard to Fill (HTF) Supplemental Pay

The College received \$770,434 in funds for the 2023-2024 academic year for faculty HTF supplemental pay. The parties agree to withhold 18% of the funding to cover benefits and payroll taxes associated with the increases for eligible faculty, leaving \$631,756 available for funding HTF supplemental pay for the 2023-2024 academic year. The College does not currently know the funding available for the 2024-2025 academic year.

As it is difficult to anticipate the number of courses needed to meet student enrollment on the hard to fill list in Appendix A and to avoid overspending the available funding, the parties agree the College will reserve 5% of the available funds in the amount of \$38,521. If not utilized by the end of spring quarter, the remainder of the reserve will be distributed as excess to full-time faculty under Section 4 below.

2. Hard to Fill Allocation Distribution – Full-Time and Part-Time Faculty

Full-time and part-time faculty teaching courses with any of the prefixes identified in Appendix A of this MOU, agreed by CBC and AHE to meet the legislative criteria established in the Workforce Education Investment Act, will receive a hard to fill (HTF) stipend. This HTF supplemental pay is in addition to the compensation paid to full-time and part-time faculty for courses taught during the 2023-2025 academic years, beginning summer quarter 2023 and ending spring quarter 2025.

A. Full-time Faculty

Each full-time faculty member who teaches courses with a prefix identified in Appendix A will receive a stipend in the amount of \$5,950 aligned with their full-time pay for the 176-day contract for fall, winter, and spring quarters. There are currently 58 faculty members who will receive a stipend, identified as Full-time Faculty in Appendix B of this MOU. Appendix B includes place holders for each full-time faculty position currently posted.

For full-time faculty members who teach courses with a prefix identified in Appendix A in 4-quarter programs, each full-time faculty member will receive an additional stipend in the amount of \$1,983 aligned with summer quarter. For the 2023-2024 year, there are 6 faculty members who will receive a stipend, identified as 4-Quarter Full-time Faculty in Appendix B.

The full-time faculty stipend contracts for the HTF supplemental pay will be issued to the eligible faculty with an expected electronic signature and return by each faculty member as soon as practicable following execution of this MOU, and by September 15, 2024, for the following year, for regular payments during the respective instructional year, subject to customary withholdings.

The 4-quarter full-time faculty stipend contracts for the HTF supplemental pay will be issued with an expected electronic signature and return by each faculty member as soon as practicable following execution of this MOU, and June 15, 2024, for the following year, for regular payments during the respective summer quarter of 2023 and 2024, subject to customary withholdings.

B. Part-time Faculty/Moonlighting

The HTF supplemental pay for part-time faculty or full-time faculty on a moonlighting basis for teaching courses with a prefix identified in Appendix A is \$7.50 per contact hour regardless of instructional mode effective July 1, 2023.

Faculty paid on an hourly basis for instruction of classes under a team teaching or other non-course/quarterly assignment basis will receive \$4.00 per contact hour of HTF supplemental pay regardless of instructional mode effective July 1, 2023.

HTF supplemental pay is not payable for performance of non-instructional hours.

3. Hard to Fill Allocation

For courses taught by faculty with a prefix identified in Appendix A, the faculty will receive HTF supplemental pay, subject to customary withholding, in equal and incremental payments for the pay periods of the quarter.

For classes taught by faculty in Appendix A and paid on an hourly basis, the faculty will receive HTF supplemental pay, subject to customary withholdings.

4. Hard to Fill Allocation – Distribution of Excess

Any legislative funding not expended by the end of either academic year will be distributed as follows:

- a. At the conclusion of each academic year, after all of the above mentioned payments are made to full-time and part-time faculty, any remaining legislative funding allocated to CBC each year, including any remaining reserve amount, will be equally divided between the full-time faculty who received stipends for teaching courses identified with a prefix for the corresponding academic year and paid as an equal one-time payment to each of them each year, regardless of the number of quarters assigned under the full-time contract, unless prorated under Section 5 below.
- b. The College will provide an accounting to the Union of the distribution of the excess of any legislative funding as soon as practicable prior to the end of spring quarter, with distribution of the excess prior to or on the last paycheck of the 2023-2024 faculty contracts payable on July 10, 2024, and the 2024-2025 faculty contracts payable on July 10, 2025.

Distribution of excess funds will not be provided to faculty who have retired or resigned from CBC since they are no longer on the payroll system and due to potential impact to retirees who have begun receiving retirement distribution.

5. Hard to Fill Stipends – Miscellaneous

Course assignments. Assignments of courses will not be based on seniority or other seniority-type system and will continue to be a collegial process at the department level as currently exists with the appropriate supervising

administrator responsible for oversight and determination where disagreement exists. The College remains solely responsible for providing full-time workload for one-year temporary, tenure-track and tenured faculty while under contract over the course of the academic year.

Long-time leave of absence. For faculty who are on a full-time leave of absence or reduced workload over the duration of an academic quarter in which they are not teaching all or part of their full-time workload, but receiving continued compensation through submission of sick, personal, or presidential leave, leave without pay, shared leave, or sabbatical leave, the faculty will not be entitled to the HTF stipend during the absence

Prorated Compensation for Full-time Faculty. Pro-rated stipend contracts will be issued to full-time faculty based on the stipend amount referenced in Section 2 of this MOU under the following circumstances:

For Faculty teaching a percentage of the full-time workload in a high-demand prefix, a pro-rated stipend contract will be issued to the faculty member based on the percentage of workload in contact hours divided by the base stipend for the pro-rated amount.

For Faculty who are on administrative leave or have retired or resigned from the full-time position during the year, but remain on payroll teaching on an adjunct basis, the percentage of compensation is in contact hours actually performed by the full-time faculty member divided by the base stipend amount.

Compensation Ineligible for COLA. This HTF supplemental pay is over and above what is paid for the base salaries of full-time faculty or in accordance with the Adjunct Faculty Salary Schedule for adjunct faculty and therefore is ineligible for any cost of living adjustment that may or may not be provided by the Washington State Legislature.

Term of MOU. This MOU expires June 30, 2025. It is not precedent setting for future agreements for the use of this or similar-type funding or as an interpretation of “hard to fill” in other contexts within the CBC/AHE Collective Bargaining Agreement.

Funding Contingency. This HTF supplemental pay is exclusively contingent upon State funding appropriated to the College under the Workforce Education Investment Act, Part IV, Section 5(5). In the event the funding for Washington State House Bill 2158, Part IV, Section 5(5) is eliminated, the College will cease providing HTF supplemental pay contemporaneous with the funding elimination. In the event the funding is reduced, the College will

immediately reduce the amount of pay for the remaining time within the academic quarter/year. If the College is provided notice of funding reduction, the College and the Union will immediately convene a meeting to review and renegotiate this MOU.

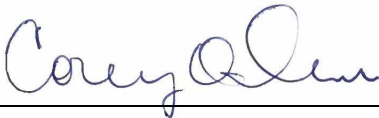
This agreement is effective for the 2023-2024 and 2024-2025 academic years or until funding for Washington State House Bill 2158 Part IV, Section 5(5) is eliminated, whichever occurs first. For work performed after the end of previous CBA and prior to execution of this agreement, the College will issue retroactive pay paid as soon as practicable following the appropriate payroll cutoff.



1/4/2024

Chris Herbert, President
Association for Higher Education

Date



1/4/2024

Corey Osborn, Vice President
Human Resources & Legal Affairs

Date

Appendix A

FY23 Hard to Fill (HTF) Course Prefixes Bargaining Proposal

AFS	PHLEB
AG	PROJ
AMGT	RATEC
AMT	RPT
BIOL	SPT
BPR	SURG
CHEM	WT
CJ	
CS	
CSIA	
CSIT	
DAST	
DHYG	
DRW	
ELT	
EMT	
ENGR	
ENT	
FFT	
FS	
HCAD	
HORT	
HPHYS	
HSCI	
IC	
IHT	
IMAGE	
INT	
MA	
MATH	
MNT	
MT	
NA	
NMTEC	
NOP	
NT	
NUTR	
OSH	
PHYS	
PMD	
PON	

Appendix B

Hard to Fill Supplemental Pay Stipends for Full-time Faculty

Full-time Faculty

AHMAD, M
ANDERSON, A
BARTRAND, M
BEE, J
BLEAZARD, K
BOEHNKE, M
BRADLEY, C
BRIONES, A
BROOKS, J
CARVER, Z
CATES, E
CLARKE, H
COWLES, J
CRIDDLE, N
CURRY, D
DELORTO, R
DONOVAN, A
ESTELL, C (Pro-rated
60% F/T)
GARDNER, N
GETTY, W
GODWIN, B
GUNDA, P
HARRIS, A
HARRIS, J
HARRIS, T
HAWK, K
HEITZMAN, A
HENSCHEID, K
HUGHES, V (1 QTR)
HUMPHREY, A
HUMPHREY, D
HYLDEN, J
JONES, A
KIM, H
KIM, S
LANE, T
LUNA, J
LUTTRELL, R
MCNICKLE, M
MELBY, E (LOA - 3 QTR)
MITCHELL, C
OOSTROM, M
ORR, R

4th Quarter Faculty

ESTELL, C (Pro-rated 60% F/T)
HAWK, K
HEITZMAN, A
JONES, A
ROGERS, S
VANDEWALL, S

PLACEHOLDERS
RESPIRATORY THERAPY