

**BY-LAWS OF THE BELLEVUE COMMUNITY COLLEGE  
ASSOCIATION OF HIGHER EDUCATION**

Revised November 15, 2023

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Revised September 11, 2006

Article III, Section I amended by majority vote June 2007

Article IV, Section I amended by majority vote May 21, 2008

Article VII, Sections II and III amended by majority vote May 21, 2008

**ARTICLE I. PARLIAMENTARY AUTHORITY**

On all matters of procedure not otherwise covered by the provisions of the Constitution or By-Laws of this Association, Sturgis Standard Code of Parliamentary Procedure, latest revised edition, shall be the official guide.

**ARTICLE II. QUORUM AND VOTING**

**Section I**

QUORUM. A quorum of any general membership meeting shall consist of thirty percent (30%) of the total membership. (A quorum of Executive Council or committee meetings shall consist of sixty percent (60%) of their total membership.)

**Section II**

VOTING. Only members of the Association shall be eligible to vote on Association dues.

**ARTICLE III. DUES AND FINANCES (as amended November 2023)**

**Section I**

DUES.

- A. Active Full-time Faculty: Local dues will be equal to 0.56% of Gross Salary plus amounts assessed by UniServ/WEA/NEA to be paid through payroll deduction. UniServ/WEA/NEA dues will be levied over 19 paychecks. Local dues are levied across the faculty member's full-time contract year.
- B. Adjunct Faculty: Local dues will be equal to 0.38% of Gross Salary plus amounts assessed by UniServ/WEA/NEA to be paid through payroll deduction. UniServ/WEA/NEA dues will be levied across no fewer than 5 paychecks per quarter. Dues will not be levied on Summer Quarter salary.

**Section II**

FISCAL YEAR AND BUDGET. The fiscal year of the Association will extend September 1 to August 31. A preliminary budget will be submitted by the Treasurer to the Executive Council for approval. The proposed annual budget shall be published two (2) weeks prior to its approval by the Executive Council.

## **ARTICLE IV. COMMITTEES, TASK FORCES AND TEAMS (as amended February 2022)**

### **Section I**

#### GENERAL CONSIDERATIONS.

- A. The Executive Council shall appoint such committees, task forces and teams as are necessary to accomplish Executive Council functions. In all cases the charges, the length of term, appointment process and actual appointments shall be done in such a way to ensure as much as possible the representation of the varied majority and minority positions of the faculty and to ensure adequate communication for an effective participation of the membership and necessary continuity.
- B. The following sections are the descriptions and guidelines for typical groups, some of which will be active each year and some of which will be ad hoc and/or for a limited time in progress.

### **Section II**

#### CONTRACT DEVELOPMENT TASK FORCE

The Contract Development Task Force shall be responsible to develop the basic bargaining package for the Association, or any significant appendices or additions to it as may be required. The Task Force shall give due consideration to all proposals sent to it. It shall hold at least two (2) open hearings for members to review and comment on its basic proposals before it makes its final recommendation to the Executive Council. It shall make a copy of the final recommended proposal available to each Council member and one copy to each officer.

### **Section III**

#### BARGAINING TEAM

- A. Members. The Bargaining Team shall be composed of the President, Lead Negotiator, Adjunct Affairs Officer, and Vice President and other members appointed by the President with concurrence of the Executive Council. The President shall serve as chairperson and shall delegate the chairperson functions as appropriate. The Executive Council may, by a two-thirds vote of its membership, dissolve the Bargaining Team and appoint a new one at any time, providing the President, a Lead Negotiator, Adjunct Affairs Officer and Vice President, if any, are always included.
- B. Duties. It shall be the duty of the team to bargain on behalf of the faculty with the Board of Trustees, in accordance with applicable Washington State Laws. The Team shall work from objectives and guidelines established by the membership through the Contract development Task Force of the Association and within parameters and priorities established by the Executive Council.
- C. Sub-Committees. The Bargaining Team may have sub-committees to provide necessary research and data for bargaining. Chairpersons of the committees shall be appointed by the Lead Negotiator with the concurrence of the Association President. Members of the subcommittees may be appointed by the respective sub-committee chairpersons with the concurrence of the Lead Negotiator.

### **Section IV**

#### PROFESSIONAL RESPONSIBILITIES AND ETHICS COMMITTEE

- A. Members. A maximum of five (5) members shall be appointed by the President in

consultation with the Executive Council.

B. Duties.

1. Define and protect faculty rights and ownership/copyright of academic and Instructional materials.
2. Establish guidelines for computer use and access to electronic services such as E-mail, Internet etc.
3. To ensure establishment of appropriate guidelines, communications, coordination and/or direction of Association activities in relation to issues of professional responsibilities and ethics.

**Section V**

GRIEVANCE AND PROFESSIONAL RIGHTS COMMITTEE

A. Members. Members shall be the President, Lead Negotiator, Adjunct Affairs Officer and UniServ/AHE/WEA consultants as requested by the President.

B. Duties.

1. To ensure due process as guaranteed by the Contract for members of the Association.
2. To advocate for members on all grievances in accordance with the Contract.
3. To manage and to coordinate Association grievances and fact finding with respect to timelines, testimony, witnesses, legal assistance, etc.
4. To communicate with the Contract Development Task Force and Bargaining Team on contract issues which have been or are likely to be grieved.
5. To monitor the student grievance procedure as it affects faculty.
6. To report to the council the status of current and prospective grievances.
7. To seek approval of Executive Council regarding funding of grievances.

**Section VI**

POLITICAL ACTION AND/OR LEGISLATIVE COMMITTEE

A. Members. There will be a minimum of six members elected from the faculty. Members will be elected for two-year terms with three being elected on alternating years. A chairperson will be elected from the committee.

B. Duties.

1. To keep the general membership informed of any legislation of concern to the membership, and to recommend to the members courses of action for supporting or opposing such legislation.
2. To devise organizing plans, telephone trees, etc. for the Association in its efforts to influence legislation and other political activities.
3. To coordinate BCAHE political action with WEA/AHE/NEA/PAC, and other groups within the college district including the UniServ Council and school district faculty associations.

4. To coordinate legislative activity with the Board of Trustees, Administration, FACTC, TACTC, WACTCP, WACTCS, etc.
  5. A member of the Political Action Committee will liaison with BCAHE.
- C. Funding. No dues monies collected under By-Laws ARTICLE III shall be expended with respect to political candidates or issues. Funds shall be derived from the Community Education dues and voluntary contributions.

## **ARTICLE V. AMENDMENTS TO BY-LAWS**

### **Section I**

PROPOSAL Amendments to these By-Laws may be proposed by any member of the Association, provided that the amendment is presented in writing.

### **Section II**

NOTICE AND PUBLICITY. After an amendment or amendments to these By-Laws have been proposed, a copy thereof shall be delivered or mailed or otherwise made public to each member of the Association. Such delivery, mailing, or publication must be completed at least fifteen (15) days prior to the regular or special meeting at which the amendment is to be voted upon. Publication shall include the hour and the date of the general or special meeting or date and time of the poll.

### **Section III**

ADOPTION. Any amendment may be adopted by the affirmative vote of two-thirds of the members present (or represented by written proxy) and voting provided that such vote is taken at a regular meeting or a special meeting for this single purpose or as a result of two-thirds affirmative signed vote from a poll conducted by the President and Vice-President, provided that Section II of this article has been complied with.

### **Section IV**

EFFECTIVE DATE. An amendment to these By-Laws shall become effective immediately upon its adoption unless otherwise provided for in the amendment.

### **Section V**

RECORDING OF AMENDMENT. Any new amendment or changes to the By-Laws shall be appended to these By-Laws within 10 days, as a permanent record.

## **ARTICLE VI. RELEASE TIME and STIPENDS (as amended November 2023)**

### **Section I**

Officers. The college and the Association shall provide annual release time and/or stipends as follows:

1. President: The college shall make available 1.0 FTE release time. The Association shall make available an additional 1.0 FTE release time and a stipend equivalent to 0.25 FTE at the appropriate rank for summer work.
2. Vice President: The college shall provide 1.0 FTE release time during years when the collective bargaining agreement is fully open for negotiation. The Association shall provide up to 1.0 FTE release time.

3. Secretary: The Association shall pay an annual stipend equivalent to 0.333 FTE paid at Category C of the adjunct pay schedule. Payment shall be made as a release if available or stipend if preferred by the recipient or if additional releases from the college are unavailable.
4. Adjunct Affairs Officer. The Association shall provide 1.0 FTE release time.
5. Treasurer: The Association shall pay an annual stipend equivalent to 0.666 FTE paid at Category C of the adjunct pay schedule. Payment shall be made as a release if available or stipend if preferred by the recipient or if additional releases from the college are unavailable.

## **Section II**

Bargaining Team. The Association shall provide a stipend to each member of the bargaining team, with a maximum of 6 members per team.

6. Full contract. Each member of the bargaining team shall receive a stipend in the amount of \$1000.00.
7. Partial contract/reopeners. Each member of the bargaining team shall receive a stipend in the amount of \$500.00.

## **Section III**

Part-time (adjunct) representatives on Executive Council. Part-time representatives shall receive a stipend equal to the Category A rate of pay for each meeting attended.

## **ARTICLE VII. EMPLOYEES OF THE ASSOCIATION (as amended May 2008)**

The Association shall hire an employee who shall assist the Officers of the Association, the Executive Council Members, and the members at large in performing the Association's duties and responsibilities.

### **Section I**

Duties. A job description shall be provided the employee within a month from the date of hire.

### **Section II**

Evaluation. The employee shall be evaluated by the Executive Council annually. The results of the evaluation will be discussed with the employee. Evaluation results will be one criterion for continued employment.

### **Section III**

Wages and fringe benefits. Wages and fringe benefits shall be reviewed annually during Spring Quarter by the Executive Council. The wages and fringe benefits will be based on Level 3 of the WEASO Collective Bargaining Agreement. A new employment contract shall be issued by the Executive Council upon agreement for the next academic year and starting September 1. Budget considerations shall guide the decision of the Executive Council.