



# AGREEMENT

By and Between

CLOVER PARK TECHNICAL COLLEGE DISTRICT #29

and

CLOVER PARK FEDERATION OF TEACHERS  
LOCAL 3913

July 1, 2017 – June 30, 2020

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## **PREAMBLE**

This Agreement is made and entered into by and between the Board of Trustees of Clover Park Technical College on behalf of Clover Park Technical College ("Employer") and the Clover Park Federation of Teachers, Local 3913 ("Union"), as the exclusive bargaining agent for members in the bargaining unit.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and the creation of an environment where all faculty, staff, and administrators treat each other with dignity, respect, and civility, contributing to the continual development of an educational institution of the highest quality.

## **ARTICLE 1 - FEDERATION RECOGNITION AND APPLICATION OF AGREEMENT**

### **1.1 Recognition**

The Board of Trustees of Clover Park Technical College District No. 29, hereinafter referred to as the "College" or "Employer," recognizes the Clover Park Federation of Teachers, Local 3913, AFT/ AFT Washington, hereinafter referred to as the "Federation," as the exclusive bargaining agent with respect to wages, hours, and conditions of employment for all full-time and part-time Clover Park Technical College faculty members in the following categories and as further defined in [Chapter 28B.52 RCW](#): (1) Instructors, (2) Counselors, (3) Librarians.

## **ARTICLE 2 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **2.1 General reservation**

The Employer, acting on behalf of the State of Washington, retains and reserves all rights of management, in addition to all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the State Board for Community and Technical Colleges, and laws and the Constitutions of the State of Washington and the United States.

### **2.2 Certain rights specified**

The Federation recognizes that the Employer is legally responsible for the operation of the College, and that the Board of Trustees may delegate to the President all of the necessary authority to discharge all of its responsibilities subject to the laws above mentioned, and the provisions of this Agreement to include but not be limited to the following:

- A. Utilize, within the judgment of the Employer, the most appropriate and effective methods to operate the College and to manage and direct the faculty members covered by this Agreement.
- B. To hire, promote, transfer assign, train, direct, and evaluate the performance of faculty members covered by this Agreement.
- C. To develop, implement, modify or terminate any policy, procedure, manual or work methods associated with the operations of the College, and communicate same which shall be uniformly applied.

- D. To suspend, discharge for cause, non-renew a probationary appointment or take other appropriate action.
- E. To determine the methods and means necessary to effectively carry out the mission and goals as determined by the Employer.
- F. To determine size and composition of the work force.
- G. Take such actions as may be necessary to carry out the mission of the College in responding to natural and man-made disasters such as a mass disaster, significant civil disturbance, earthquake, epidemic disease, terrorism or other event having an equivalent impact on service delivery, which may necessitate a temporary change in operational procedures.

### **2.3 Further reservation**

All matters not specifically and expressly covered by the language of the Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

## **ARTICLE 3 - FEDERATION RIGHTS**

### **3.1 Union security**

The Employer agrees all full time and part-time faculty members shall have the right to organize, join, and support the Federation for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer agrees that it will not discriminate against any faculty member with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Federation; their participation in any lawful activities of the Federation or collective negotiations with the Employer; or any grievance, complaint, or proceeding under this agreement. Nothing in this section shall be construed to diminish the opportunity of the Employer to utilize any legal remedies available.

### **3.2 Representation fee**

Faculty members of Clover Park Technical College, District 29, shall, as a condition of continued employment on or after the thirtieth (30th) day following the beginning of employment, as a member of the bargaining unit pay Federation dues or pay a representation fee equal to the periodic dues uniformly required as a condition of acquiring or retaining membership in the Federation, to reimburse the Federation for the expense of representing members of the bargaining unit.

### **3.3 Non-Association**

If a faculty member asserts a right of non-association based on bona fide religious tenets or teaching of a church or religious body of which such faculty member is a member, that faculty member shall pay to a non-religious charity or other charitable organization an amount of money equivalent to the periodic dues uniformly required as a condition of acquiring and retaining membership in the Federation. The charity shall be agreed upon by the faculty member and the Federation. If the faculty member and the Federation cannot reach agreement on the matter, PERC (Public Employment Relations Commission) shall designate the charitable organization. In the event of a disagreement arising out of a claim of non-association based on bona fide religious tenets, either the faculty member or the Federation may file with PERC a petition for a declaratory ruling. Upon being served with a copy of such a petition filed, the Employer shall preserve the

status quo by withholding and retaining the disputed fees until PERC has ruled on the matter.

### **3.4 Notification**

The Employer agrees to notify all applicants and new hires of the representation provision and agrees to provide information on membership and representation.

### **3.5 Payroll deduction**

All faculty members shall, as a condition of employment, provide the College with a written authorization to deduct from each paycheck Federation dues or representation fee. The Employer shall, upon written authorization of the faculty member involved, make payroll deductions of Federation membership dues for all full and part-time faculty members. Such deductions shall be remitted to the Federation treasurer within five (5) days of payroll checks being issued. The Federation will indemnify, defend, and hold the College harmless against any claims and any suits instituted against the College on account of any deductions of Federation dues or representation fees. The Federation agrees to refund to the College any representation fees or dues paid to it in error. All representation fees and dues shall be through payroll deduction.

### **3.6 Use of campus facilities**

#### **A. Temporary uses**

The Federation and its representatives shall have the right to use College buildings to transact lawful Federation business, provided that normal scheduling procedures are followed and further provided that no additional cost is incurred by the College.

#### **B. Storage**

Under a mutual agreement reached through the union-management group (UMG) meeting under § 3.14, the Employer shall provide at no charge a storage space which the Federation may use for the purpose of storing its records relating to administration of this Agreement. The Federation shall be solely responsible for the safety and security of its records, and shall indemnify the Employer for any damage or loss to property or contents which is caused by Federation members or agents. The Employer may also allow other bargaining units to have or rent storage space in the same room.

### **3.7 Use of internal communication services**

The Federation is allowed to distribute communications using campus communication services provided the Federation pays variable costs and this usage does not violate the state Ethics in Public Service law, [RCW 42.52](#). The Federation may use faculty mail slots for official communications.

### **3.8 Bulletin boards**

The Federation may at its own expense, place one bulletin board, not to exceed approximately 2' X 3' in size, in each satellite location and one in the Employer's mailroom. Specific placement of such boards shall be subject to the approval of the Employer. The officially designated Federation representative in each location shall be responsible for maintaining such boards. The Federation will keep the Employer notified in writing of the names of its designated representatives in each location.

### **3.9 Authorized time**

#### **A. Meetings under Agreement**

Appropriate Federation representatives shall suffer no loss of compensation in time or money when meeting with administration regarding matters relating to grievances,

negotiations, or committees authorized by this Agreement. However, the Federation shall reimburse the Employer for the costs of substitutes for faculty members engaged in bargaining a successor to this Agreement. The faculty member will notify their dean/supervisor when a substitute is needed for the purpose of negotiations, and the substitute will identify on a timesheet the bargainer for whom s/he is substituting.

**B. President**

The Employer shall partially release the Federation President from regular faculty workload so that s/he may perform responsibilities relating to administration of this Agreement. This release time shall be at the rate of 100 hours per academic year. The release time shall be scheduled, by agreement with the President's dean or other supervisor, to minimize the impact on the services provided to the President's students or work unit. That agreement may provide for allocating this release time over more than one quarter. The President shall arrange with her/his dean/supervisor for any necessary substitute(s), and shall appropriately request the leave and report each absence in accordance with College procedures.

**3.10 Conferences and meetings**

The Federation may request to send two representatives to official Federation conferences or meetings. Requests shall be submitted before each such meeting to the College's chief Human Resources officer, who shall not unreasonably withhold approval. The Federation shall reimburse the College for substitutes if a substitute is required. The faculty member shall suffer no loss in pay related to such participation. The total number of days used by each person under this subsection, when added to the total(s) used by others, shall not exceed ten (10) days in any one fiscal year.

**3.11 Board minutes and related materials**

The Federation shall be furnished with a copy of the minutes, agenda and related materials at the same time and in the same form as those furnished the public and the Board of Trustees with the exception of confidential matters related to executive session.

**3.12 Access to Board of Trustees meetings**

An officially designated Federation representative or agent shall have the right to appear at Board of Trustees open meetings.

**3.13 Right to Board of Trustees Policies and Procedures manual**

The Federation shall be provided a current copy of the Board of Trustees Policies and Procedures Manual.

**3.14 Federation - College relations**

**A. Union-Management Group**

Representatives of the Federation and the College will meet regularly as a Union-Management Group (UMG) for purposes of reviewing the administration of this Agreement and attempting to resolve problems having an impact on this Agreement that may arise from any College committee, group or individual. Neither party shall have control over the selection of the representatives of the other party, and neither shall have more than three (3) representatives. Requests for meetings will be made through the College's chief Human Resources officer. Date, place and time of the meetings shall be mutually agreed to.

**B. Subjects of UMG meetings**



These meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Agreement. Each party shall submit an agenda of items it wishes to discuss prior to the scheduled meeting, although either party also may request at the meeting that items be added to the agenda.

**3.15 Federation visits**

Authorized representatives of the Federation shall be permitted to visit faculty members in their buildings when such visits will not interfere with the faculty member's duty assignment or normal college operations.

**3.16 Distribution of Agreement**

The Employer will make this Agreement available to all faculty, by posting it on the College's website, and shall point this out to new faculty members during the hiring process.

**3.17 College calendar**

During each year of this Agreement, the Vice President for Instruction, the Federation President, and the College Director of Enrollment Services will meet and determine the College calendar for the following year.

**ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**4.1 Basic rights**

This Article affirms the basic rights of all faculty members and assumes that each faculty member shall be treated consistently in the implementation of all policies, rules, and regulations.

**4.2 Cooperation**

The Employer and the Federation shall cooperate in maintaining the faculty members' right to consistent standards, regulations and policies uniformly applied; to gain timely knowledge of the duties and expectations of their assigned positions; and to participate in opportunities for professional development through such avenues as orientation, training, meetings and supervised activities.

**4.3 Statutory rights**

Faculty members retain all mandated rights under laws of the State of Washington or other applicable laws and regulations, so the rights granted hereunder may be in addition to those legally provided elsewhere.

**4.4 Required qualifications**

A faculty member must maintain a current teaching credential, fulfill all state and accreditation requirements or demonstrate acceptable credentials to be eligible for continued employment at the college.

WAC 131-16-093 states in part faculty teaching in professional-technical programs are required to obtain and maintain a current first-aid certificate, including CPR and bloodborne pathogens prior to the second quarter of employment in professional-technical programs where the instructional environment brings students into physical proximity with machinery, electrical circuits, biologicals, radioactive substances, chemicals, flammables, intense heat, gasses under pressure, excavations, scaffolding, ladders, and/or other hazards. First aid and CPR must meet the criteria of practical

application and may not be taken online. Online courses are allowable for bloodborne pathogens and are available through the Human Resources Office. Excluded from conformance to the first aid requirement are:

1. Those instructors who teach related subjects to professional-technical students, i.e., mathematics, English, or communications skills, etc., when such subjects are taught in classrooms rather than shops or laboratories.
2. Physicians, registered nurses, licensed practical nurses, and others when their occupational competencies and training include first aid knowledge and skills equal to or superior to that represented by the first aid certification being required under these regulations.

Faculty who fail to maintain a current first-aid certificate, including CPR and bloodborne pathogens will be placed on leave without pay until the certifications are obtained.

## **ARTICLE 5 - NO STRIKE OR LOCKOUT**

- 5.1** The Employer and the Federation agree that disputes which may arise between them shall be settled without resort to strike or lockout. The Employer agrees it will not lock out any or all of its faculty members during the term of this Agreement, and the Federation agrees on behalf of itself that there shall be no strike, no slowdowns, and no sickouts during the term of this Agreement.

## **ARTICLE 6 - NONDISCRIMINATION**

### **6.1 Union activities**

The Employer and the Federation agree that no faculty member shall experience discrimination, jeopardy, coercion or denial of any rights from the Federation or the Employer by virtue of the faculty member's participation or lack thereof in any lawful activity or program of the Federation.

### **6.2 Protected groups**

The Employer and the Federation agree that this Agreement shall be applied without regard to race, creed, religion, age, color, national origin, disabled veteran, sex, marital status, sexual orientation, gender expression/identity, or the presence of any sensory, mental or physical disability except as otherwise provided by law.

## **ARTICLE 7 - ACADEMIC FREEDOM**

### **7.1 General recognition**

Academic freedom is fundamental for the advancement of truth in all institutions of higher education conducted for the common good. The common good is best achieved when faculty members are free to pursue scholarly inquiry without undue restrictions, and to voice and publish conclusions that the faculty member considers relevant to their courses and profession.

### **7.2 Faculty responsibilities**

Faculty members shall use their professional expertise and discretion in selecting materials, text books, course content and effective methods of instruction of the college approved curriculum for the program or discipline, and, where appropriate the specialized accrediting agencies and State or Federal licensing departments.

Consideration will be given to maintaining reasonable costs to the students and/or the college. The modality of instruction may be determined in collaboration with the faculty member's dean.

Faculty understand their responsibility in upholding the academic freedom that their students possess.

### **7.3 Objective presentations**

When exercising their freedom of discussion and expression, faculty members shall present controversial issues in an objective manner related to appropriate course content.

## **ARTICLE 8 - SAFETY**

### **8.1 Safety generally**

Both parties agree that every reasonable effort shall be made to maintain safe and hazard free working conditions. Faculty members shall follow College safety rules and procedures.

### **8.2 Notifications**

The College shall notify faculty members of an unsafe or hazardous condition that is known by the College to exist. Faculty members shall notify the College of any unsafe or hazardous condition that is known by them to exist. Faculty members shall notify the Vice President for Finance and Administration of any hazardous condition previously reported that has not been appropriately remedied.

### **8.3 Hazardous materials**

The College with input from the Federation shall develop and give appropriate notice of rules and procedures related to the handling and disposal of hazardous materials and waste created by the College.

### **8.4 Safety/ All Hazards Committee**

The College and the Federation shall abide by the [safety and health core rules in WAC 296-800](#), including [WAC 296-800-130](#), in the implementation of a safety committee. The makeup and responsibilities of the safety committee, also known as the "All Hazards Committee", will be updated as necessary.

## **ARTICLE 9 - OBTAINING TENURE**

### **9.1 Application**

This Article pertains only to tenured faculty and faculty who have been placed, or are being placed, on tenure track.

### **9.2 Definitions**

The following terms used in this Article shall have the definitions stated in [RCW 28B.50.851](#): administrative appointment, faculty appointment, probationary faculty appointment, probationer, review committee, and tenure. Other terms used in this Article shall be defined for this purpose as follows:

- A. "Appointing Authority" shall mean the Board of Trustees of College District Number 29 or the district president when that board has delegated such authority to the President.

- B. "President" shall mean the College President or another College administrator s/he designates to perform a particular function (unless the content specifies the Federation President).
- C. "Nonrenewal" and "not renewed" shall mean a decision not to continue the appointment of a probationary faculty member for the succeeding term of employment.
- D. "Full-time" shall mean an individual assigned a full work load position.

### **9.3 Eligibility for tenure**

The VPI will determine whether a position will be placed on tenure-track.

### **9.4 Tenure Review Committees – formation**

#### **A. Appointments authorized**

The majority of faculty ratifying this Agreement shall be deemed to have authorized the appointment by the Federation's governing board or its designee of faculty representatives to serve on tenure review committees. The procedures for these appointments shall be determined by the Federation.

#### **B. Composition and selection**

1. Each tenure review committee will include one administrative staff representative (who may be the probationer's dean or direct supervisor) appointed by the College President or President's designee, one full-time student appointed by the associated student government, and three tenured faculty members appointed by the Federation governing board or its designee. When feasible, one of the faculty representatives on the committee should be from the probationer's field of specialization or general professional area.
2. The College President or President's designee shall seek to establish a review committee for each probationer by the end of the fifth week of the probationer's first quarter on tenure track.

#### **C. Term and vacancies**

1. Review committee members shall serve until such time as the probationer is either not renewed or tenure is granted.
2. If a vacancy occurs during the term of a review committee, the College President or designee shall appoint a replacement administrative member, the Federation President shall appoint a replacement faculty member, and the associated student government, under its procedures, shall appoint a replacement student.

### **9.5 Tenure review committees – general duties and responsibilities**

The general duties and responsibilities of the tenure review committee shall be to:

- A. Periodically evaluate the probationary faculty member;
- B. Meet at least once per academic year with the probationer's dean or other supervisor to collaboratively discuss areas of performance strength and concern.
- C. Advise the probationary faculty member regarding their strengths and areas needing improvement;
- D. Develop a plan to improve and strengthen the probationary faculty member's performance based on the performance indicators;

- E. Seek to assure that the probationary faculty member develops (with their supervisor) a professional development plan and complies with applicable certification requirements;
- F. Ensure that the probationer meets all certification requirements before any recommendation for tenure; and
- G. Make formal recommendations to the appointing authority regarding the probationary faculty member's suitability for continued employment and tenure.

## **9.6 Tenure review committees – operations**

### **A. Guidelines**

Each review committee shall make good faith efforts to comply with (1) [RCW 28B.50.850-869](#) and other applicable laws, (2) this Article, and (3) the College's current ["Tenure Review Procedures Handbook"](#) and ["Tenure Track Faculty Assessment System and Initial Certification Handbook."](#) In the event of any conflict, these authorities shall take precedence in that order.

### **B. Committee functioning**

After its establishment, each review committee shall elect a chairperson, arrange for proper recording and handling of meeting minutes and other documentation, and otherwise provide for its own operations, as may be further provided in the College's ["Tenure Review Procedures Handbook."](#) Three members of the committee shall constitute the quorum necessary for conduct of committee business.

### **C. Recommendations**

1. Second quarter: Each committee shall adopt a recommendation to the College President regarding continuation or nonrenewal of a faculty member's probationary status, and forward this recommendation to the President at least two weeks before the end of the probationer's second quarter on tenure track.
2. Fifth quarter: Each committee shall adopt a recommendation regarding continuation or nonrenewal of the faculty member's probationary status, or award of tenure, and forward this recommendation to the College President, at least two weeks before the end of the probationer's fifth quarter on tenure track.
3. Eighth quarter: Each committee shall adopt a recommendation to the Board of Trustees regarding the granting or denial of tenure (or extension of probation), and forward this recommendation through the College President, at least three weeks before the last regular Board meeting of the eighth quarter.
4. Probationer notifications: The committee will notify the probationer of all of these recommendations.

## **9.7 Actions regarding probationer's employment status**

### **A. Decision-making**

1. President: The College President may continue or discontinue a faculty member on the probationary track by renewing or non-renewing their employment contract and giving appropriate notice before the start of the third or sixth quarter of probation (excluding summer quarters).
2. Board of Trustees: The final decision to award or deny tenure shall rest with the Board of Trustees, after it has given reasonable consideration to the recommendation of the review committee. Nothing in this Agreement precludes the Board of Trustees from receiving information or recommendations from persons other than a review committee, as the Board deems appropriate. Notice

of any denial of tenure shall be given at least one complete quarter, excluding summer quarter, before expiration of the probationary appointment.

**B. Effects of decisions on individual employment contracts**

A decision of the College President to discontinue a probationer by non-renewing their employment contract, or a Board decision to deny tenure, shall terminate any individual employment contract after the required period of notice, notwithstanding any contrary time period or other language in that contract.

**C. Extension**

If the review committee recommends extension of the probationary period and the probationer consents, the Board of Trustees may extend the probationary period for one, two or three quarters beyond the original probationary period, excluding summer quarter, in accordance with [RCW 28B.50.852](#).

**9.8 Confidentiality of reports**

All reports prepared and/or provided by a review committee pursuant to this Article shall be held in confidence by the committee and the College President, except for sharing with the Board of Trustees, the probationer's supervisor, the VPI, the chief Human Resources officer, or as otherwise required by law.

**ARTICLE 10 - DISCIPLINE**

**10.1 Purpose**

It is the intent of the parties to encourage faculty members to maintain the highest employment standards and to provide professional critique, criticism and discipline when these standards are not met.

**10.2 Employee rights**

Faculty members have the following rights relative to discipline:

- A. The right to have a Federation representative present at any disciplinary meeting or any meeting the faculty member reasonably believes will be disciplinary in nature. If the faculty member desires to have Federation representation, the meeting may be reasonably postponed until a representative is available but within five (5) instructional days.
- B. The right to know in advance the nature of any meeting involving formal discipline.
- C. The right to have any formal disciplinary charges made in writing.
- D. The right to have all officially documented information that will be referred to regarding any formal disciplinary charges made available to the faculty member, upon request, and prior to any official disciplinary hearings.
- E. The right to contest any evidence presented in an official disciplinary hearing.
- F. The right to utilize the Contract grievance procedure in any disciplinary action, EXCEPT dismissal or non-renewal.
- G. The right to have the College follow a course of progressive discipline. Discipline generally follows a sequence of three steps: verbal warning, written warning, and suspension or termination. The discipline invoked depends upon the severity of the

offense or threat to others. The College has the right to select the appropriate step contingent on the severity of the offences. In certain cases, the principal of progressive discipline may not apply, such as those described in § 12.5.B of this Agreement.

- H. The right to have the College follow disciplinary procedures up to and including termination in accordance with the terms of this Agreement and applicable state laws.
- I. The right to expect that any disciplinary issues or actions taken will be kept confidential. However, although the Employer will make every attempt to maintain confidentiality, the parties agree that confidentiality cannot be guaranteed, especially during any investigation.

### **10.3 Process**

The disciplinary process shall follow these procedures:

- A. The Employer will prepare a pre-disciplinary letter to the faculty member with a copy to the Federation President. The letter shall:
  - 1. Describe the nature of the event, misconduct, violation, etc.;
  - 2. Provide any official documentation that will be referenced with regard to the discipline;
  - 3. Remind the faculty member of *Weingarten* Rights; and
  - 4. Identify a date of a meeting for the faculty member to explain why discipline should not be issued.
- B. The Employer shall hold a pre-disciplinary meeting with the faculty member. At that meeting:
  - 1. The faculty member may or may not elect to have Federation representation.
  - 2. The faculty member and/or Employer are permitted to bring any witnesses that may present information relevant to the situation.
  - 3. Evidence that contests the event, misconduct, violation, etc., may be presented by the faculty member.
  - 4. If the faculty member does not elect Federation representation, the Federation reserves the right to attend to represent the interests of the union.
- C. Upon completion of the pre-disciplinary meeting the Employer shall review all relevant information and issue a final written decision letter to the faculty member, describing the resolution or discipline.
  - 1. Should the pre-disciplinary meeting in 10.3.B result in a verbal warning being issued to the faculty member, the Employer shall provide a written summary of the meeting outlining the issue and resolution. The summary shall state that the discipline is a verbal warning. The faculty member will be requested to sign, date, and return the summary to the Human Resources Office.
  - 2. Should the pre-disciplinary meeting in 10.3.B result in discipline beyond a verbal warning, the Employer shall provide a written disciplinary letter outlining the issue and the level of discipline. The faculty member will be requested to sign, date, and return the letter to the HR office.
- D. The faculty member's signature on either the summary warning or the disciplinary letter shall be only to acknowledge that the document is going into her/his official personnel file. Should the faculty member refuse to sign either the meeting summary or the formal disciplinary letter, the Employer shall so note the faculty member's refusal to sign on the file copy. The file copy shall be placed in the faculty member's

official personnel file, and copies sent to the faculty member, the faculty member's supervisor, and the Federation President.

#### **10.4 Dismissal**

- A. Should the Employer determine a faculty member should be dismissed for just cause, the Employer shall follow procedures outlined in Article 12 of this Agreement.
- B. The above sections do not preclude the Employer from removing and/or suspending the faculty member from the workplace in advance of the faculty member and Federation review.

### **ARTICLE 11 - GRIEVANCE PROCEDURE**

#### **11.1 Purpose**

The College and Federation agree the grievance process is a method by which lines of communications can be opened between faculty members and the College to resolve formal contractual disputes that cannot be solved informally. Every effort shall be made to resolve concerns, disputes and complaints at the point of origin, utilizing the normal channels of communication.

#### **11.2 Definition**

A grievance is defined as those issues in dispute between the Employer and the Federation concerning an alleged violation, interpretation or application of the specific terms of this Agreement.

#### **11.3 Consolidation**

When two (2) or more grievances involving the same or similar alleged violation(s) have been submitted, the Federation may consolidate the grievances.

#### **11.4 Exclusions**

Except for issues relating to process or violations of this agreement, matters relating to tenure, probation, and faculty assessment shall not be subject to the grievance procedure.

#### **11.5 Internal processing**

A grievance shall be handled in the following manner:

##### **A. Step 1:**

The Grievant and the Federation representative shall present a written (hard copy or email) grievance to the immediate supervisor within twenty (20) instructional days of (1) the date of the occurrence of the event giving rise to the grievance or (2) the date when such event should have been known, or it shall be deemed waived. The written grievance must include the following information:

- i. The nature of the grievance;
- ii. The facts upon which it is based;
- iii. The specific section(s) of this Agreement allegedly violated, misapplied, or misinterpreted;
- iv. The specific remedy requested;
- v. The name of the grievant(s); and
- vi. The name and signature of the CPTC faculty representative.

The immediate supervisor shall respond within ten (10) instructional days after the grievance is so presented. Step 1 shall be deemed concluded upon written response served (in person, email or certified mail) upon the Federation representative.



- B. Step 2:  
If no settlement is reached at Step 1, the Grievant or Federation representative shall forward the written grievance to the chief Human Resources officer within ten (10) instructional days of the conclusion of Step 1. Step 2 shall be deemed concluded upon the chief Human Resources officer's non-response or written response served within ten (10) instructional days (in person, email or certified mail) upon the Federation representative.

#### **11.6 Mediation**

If agreement has not been secured, mediation may be invoked upon mutual agreement of the parties within ten (10) instructional days upon the conclusion of Step 2. Grievance mediation is an optional and voluntary part of the grievance process. When grievance mediation is invoked, the contractual time limits for moving the grievance to arbitration shall be extended by twenty (20) instructional days unless a different period of time is mutually agreed and memorialized in writing.

#### **11.7 Arbitration**

- A. If no settlement is reached in Step 2 above, the Federation at its sole discretion may refer the grievance to arbitration by written notice to the College President within ten (10) instructional days from the conclusion of Step 2. Only grievances which involve an alleged violation, misapplication, or misinterpretation of a specific section or provision of this Agreement shall be subject to arbitration.
- B. If such grievance is not referred to arbitration within ten (10) instructional days from the conclusion of Step 2, the grievance shall be considered settled on the basis of the chief Human Resources officer's decision.
- C. If the Federation refers the matter to arbitration, it shall so notify the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC) within ten (10) instructional days. The Federation and the Administration will follow the applicable process for selecting an arbitrator.

The decision of the arbitrator will be final and binding upon the parties.

- D. Jurisdiction of the arbitrator is limited to:
1. Adjudication of the issues which, under the express terms of this Agreement and any Submission Agreement are subject to arbitration; and
  2. Interpretation of the specific terms of this Agreement which are applicable to the particular issue presented to the arbitrator, and such jurisdiction shall not give such arbitrator authority to supplement or modify this Agreement by reference to any industry practice or custom or the law of the industry; and
  3. The rendition of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any terms or condition of this Agreement or which is in conflict with the provision of this Agreement; and
  4. The rendition of a decision or award that is based on the contract in effect at the time the grievance was originally filed; and
  5. The rendition of a decision or award in writing which shall include a statement of the issues, reasoning and grounds upon which such decision or award is based; and
  6. The rendition of a decision or award based solely on the evidence and matters presented to the arbitrator by the respective parties in the presence of each other, and the matters presented in the written briefs of the parties; and

7. The rendition of a decision or award within thirty (30) calendar days of the date of presentation of written briefs by the parties unless waived by the parties.

An arbitrator shall not have the authority to remand an issue back to the parties for negotiations as part of any award.

- E. The procedural arbitrability and the merits of a grievance may be consolidated for hearing before the arbitrator, provided that upon request of either party an arbitrator shall resolve the arbitrability of a grievance before hearing the merits.
- F. The arbitrator may retain jurisdiction to such time as the award is completed.
- G. The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be borne equally by the parties.

#### **11.8 Time limits & modifications**

Failure of the Employer to act in a timely manner in any of the procedural steps will move the grievance to the next step in the grievance process. Failure of the Federation to act in a timely manner will nullify the Federation's claim. Time limits and procedural steps referred to in this Article may be waived or modified by mutual agreement in writing.

#### **11.9 Records**

All documents, communications and records dealing with the processing of a grievance shall be filed separately and not in an individual's personnel file.

#### **11.10 No retaliation**

The Federation and its members shall be free to exercise their rights under this article without retaliation.

### **ARTICLE 12 - DISMISSAL AND REDUCTION IN FORCE**

#### **12.1 Application**

This Article 12 pertains only to tenured faculty and to tenure track (probationary) faculty.

#### **12.2 Purposes**

The purposes of the system of faculty tenure set forth in [RCW 28B.50.850 through 28B.50.873](#), as implemented for the College by the provisions of this Article, are:

- A. To protect the concepts of faculty employment rights and faculty involvement in the protection of those rights in the state system of community and technical colleges;
- B. To define a reasonable and orderly process for the dismissal of tenured faculty and tenure-track faculty.

#### **12.3 Definitions**

- A. The definitions in [RCW 28B.50.851](#) and Article 9 apply to the same terms in this Article.
- B. "Dismissal Review Committee" shall mean a committee composed of tenured faculty members, a student (attending full time), and a member of the administrative staff of the College who is not the immediate supervisor of the affected employee, provided that a majority of the committee shall consist of faculty member peers.

## **12.4 Dismissal review committees – formation and operation**

### **A. Appointments authorized**

The majority of faculty ratifying this Agreement shall be deemed to have authorized the appointment by the Federation's governing board or its designee of faculty representatives to serve on dismissal review committees. The procedures for these appointments shall be determined by the Federation.

### **B. Composition and selection**

1. Each dismissal review committee will include one administrative staff representative appointed by the College President or President's designee, one full-time student appointed by the associated student government, and three tenured faculty members appointed by the Federation's governing board or its designee.
2. An appointee shall be disqualified, and a substitute appointed as for a vacancy, in a case where the appointee reasonably appears (a) to be biased or prejudiced, (b) to have a conflict of interest or other personal involvement, or (c) likely to be called as a witness.

### **C. Term and vacancies**

1. Each dismissal review committee member shall serve for one academic year and through the completion of each appeal which was commenced during that year, except that the Federation President may instead appoint faculty members for staggered three year terms.
2. If there is a vacancy on a review committee, the College President or President's designee shall promptly appoint a new administrative member, the Federation President shall promptly appoint a new faculty member, and the associated student government shall promptly appoint a new student member.

### **D. Operation**

Three members of the committee shall constitute the quorum necessary for conduct of committee business. The committee shall operate in accordance with the Administrative Procedure Act, [RCW 34.05](#).

## **12.5 Certain causes**

A. Dismissal procedures will begin with the pre-dismissal procedure in § 12.6. Dismissal of tenured faculty members and dismissal of probationary faculty members during the term of their appointment shall not be subject to the grievance procedure. Where applicable, the provisions of [RCW 28B.50.873](#) shall be utilized and shall supersede the terms of this Article.

B. A tenured faculty member shall not be dismissed except for cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for cause. Cause shall include but not be limited to:

1. Aiding, abetting or participating in:
  - a. any unlawful act of violence,
  - b. any unlawful act resulting in destruction of College property,
  - c. any unlawful interference with the orderly conduct of the educational process;
2. Incompetence;
3. Neglect of duty;
4. Insubordination

5. Conduct unbecoming a member of the faculty that is detrimental to the educational objectives of the College;
6. Physical or mental inability to perform duties and responsibilities as specified in the contract;
7. Gross misconduct;
8. Mistreatment or abuse of the public, fellow workers, or students.
9. Conflict of interest or violation of the state ethics law;
10. Repeated and willful violation of College rules, regulations, or duly adopted procedures;
11. Malfeasance;
12. Sexual harassment;
13. Substance abuse;
14. Theft or embezzlement of state or College property.

## **12.6 Pre-Discipline procedure**

- A. Before any formal notice is given of a dismissal, except a reduction-in-force, of a tenured or probationary faculty member, the faculty member and Federation President shall receive preliminary written notice which:
  1. Explains the basis for the proposed action and
  2. Offers an opportunity to present, within ten (10) calendar days, either in person or in writing, reasons why the proposed action should not be taken.
- B. The matter may be terminated by mutual consent at this point, but if an adjustment does not result the case shall be referred to the College President. If the College proceeds with dismissal, it shall be governed by the procedure set forth in § 12.7.

## **12.7 Notice & hearing setup**

- A. Following the pre-dismissal procedure specified in § 12.6 above, and after it is determined by the President that dismissal proceedings should be initiated, the President shall provide written notice which specifies the grounds constituting cause for dismissal and serve that notice on the affected employee. The written notice shall include:
  1. Notice of right to a hearing;
  2. A statement of the legal authority and jurisdiction under which the hearing is to be held;
  3. A reference to the particular statutes, rules and/or procedures that are involved;
  4. A short and plain statement of the matters asserted;
  5. The proposed date of separation from service.
- B. The affected faculty member shall have ten (10) calendar days from the date of the notice of dismissal to make a written request to the President for a hearing. Failure to make a timely request for a hearing shall constitute acceptance of dismissal and waiver of any right to a hearing.
- C. Within fourteen (14) calendar days of a request for a hearing, the College President or their designee shall give notice of the hearing, at least ten (10) calendar days before the hearing commences. The notice shall include the information stated in [RCW 34.05.434](#). The hearing shall be scheduled to occur and conclude within sixty (60) calendar days of the faculty member's request (or sixty days of the President's notice for a reduction in force). Requests for a continuance of a hearing date may be granted at the discretion of the hearing officer.

- D. An affected faculty member who has requested a hearing shall be entitled to one adjudicative proceeding pursuant to the Administrative Procedure Act, [Chapter 34.05 RCW](#), and the procedures set forth herein.

## **12.8 Hearing officer appointment and duties**

A hearing officer shall conduct the hearing, in accordance with [Chapter 34.05 RCW](#).

- A. Within ten (10) calendar days following the request for the hearing, the College President, or designee, will appoint a hearing officer not otherwise associated with the college.
- B. The duties and/or authority of the hearing officer include:
  - 1. To recommend whether a committee member should be disqualified under part 12.4.B.2 above, if such disqualification has been requested;
  - 2. To administer oaths and affirmations, examine witnesses, and receive evidence, provided that no person shall be compelled to divulge information which they would not be compelled to divulge in a court of law;
  - 3. To issue subpoenas;
  - 4. To take depositions or cause depositions to be taken;
  - 5. To regulate the course of the hearing;
  - 6. To hold conferences, with the consent of the parties, for the settlement or simplification of the issues;
  - 7. To make all rulings regarding the evidentiary issues presented during the course of the hearing;
  - 8. To appoint a court reporter, and to assure that a transcription of the hearing is made, if necessary;
  - 9. To prepare proposed findings of fact and conclusions of law;
  - 10. To be responsible for preparing and assembling a record for review by the Board of Trustees, in accordance with [RCW 34.05.476](#);
  - 11. To decide, in consultation with the dismissal review committee, whether the hearing shall be open to the college community or whether particular persons should be excluded from attendance;
  - 12. To consolidate individual reduction-in-force hearings into a single hearing.

## **12.9 Responsibilities of the Dismissal Review Committee**

The general duty of the dismissal review committee shall be to prepare and submit (through the Hearing Officer) recommendations to the Board of Trustees regarding the proposed dismissal. Specific responsibilities of the committee shall be:

- A. To review the case of the proposed dismissal;
- B. To attend the hearing and, at the discretion of the hearing officer, call and/or examine witnesses;
- C. To hear testimony and to duly consider all evidence which is admitted into the hearing;
- D. To arrive at its recommendations in conference on the basis of the evidence received at the hearing. Within ten calendar days after the conclusion of the formal hearing (five calendar days in the case of a reduction in force), the committee will present its recommendations to the hearing officer, verbally or in writing. Any failure of the dismissal review committee to make recommendations regarding dismissal within the prescribed time shall be deemed a recommendation neither for nor against

dismissal. The hearing officer shall still proceed to draft findings and conclusions as s/he deems appropriate.

#### **12.10 Hearing officer report and final Board decision**

##### **A. Report**

The hearing officer shall prepare proposed findings of fact, conclusions of law, and recommended decision. These shall be consistent with the recommendations of the committee majority, except that to any extent that a committee member or the hearing officer disagrees, the hearing officer shall also attach an explanation of those differences in such form as s/he deems appropriate. The hearing officer shall provide the findings, conclusions, recommended decision, and any attached explanation to the affected faculty member and the Board of Trustees within twenty (20) calendar days after that officer's receipt of the committee's recommendations (within ten days after the hearing for a reduction in force).

##### **B. Limited criteria for RIF's**

In a reduction-in-force case, the only issue to be determined shall be whether, under the applicable policies and rules and this Agreement, the particular faculty member or members advised of dismissal are the proper ones to be terminated.

##### **C. Board's Final decision**

In all dismissal cases, the Appointing Authority (Board of Trustees) shall make the final decision, and shall so notify the affected faculty member(s) in writing within ninety (90) days after the conclusion of the hearing, as further provided in [RCW 34.05.461](#). The committee's recommendation shall be advisory only, and in no respect binding in fact or law on the Board of Trustees. The Board's decision shall include the effective date of dismissal, if any, which shall be no earlier than the date of the final decision.

##### **D. Appeal from Appointing Authority decision**

Pursuant to [Chapter 34.05 RCW](#), the affected faculty member shall have the right to appeal the Board's final decision to superior court within thirty (30) calendar days after service of the final decision. The filing of an appeal shall not stay enforcement of the decision.

#### **12.11 Special procedures relating to dismissal resulting from reduction in force**

##### **A. RIF generally**

Reduction in force involves dismissal of faculty for financial and/or enrollment reasons which generally are beyond the control of the individual faculty member. Reductions in force are subject to §§ 12.7 through 12.10.

##### **B. RIF units**

Reduction-in-Force (RIF) units shall be established. Each tenured faculty member and each probationary faculty member shall be assigned by the President or designee to one RIF unit, using the same RIF unit name designations as used in the preceding year's list except as these may be revised by the UMG meeting under § 3.14.

By January 15 of each year, the College will provide the Federation with an updated RIF list, current as of the preceding December 31.

##### **C. Reasons for RIF's**

Reduction in force may occur as a result of one or more of these conditions:

1. The State Board for Community and Technical Colleges declares a financial emergency pursuant to [RCW 28B.50.873](#). In that event, the provisions of that statute shall supersede any inconsistent provisions in this Article;
2. The President determines that a reduction in force is necessary;
3. A program review process finds that program closure and/or staffing changes are appropriate;
4. The Appointing Authority makes a change in educational policy or goals.

D. Order of Reduction

1. If the number of faculty members is to be reduced under this Article, the President, after considering input from the Federation President and other advice as deemed necessary, shall determine which programs or services are to be reduced. This determination is within the sole discretion of the President.
2. If a reduction is determined to be necessary within a RIF unit, this will be the order of reduction within that unit: part-time adjunct, full-time adjunct, tenure-track (probationer), and tenured faculty. For tenured faculty within a RIF unit, the reduction will be in order of least seniority, based on the date the faculty member was placed on tenure track.
3. If a faculty member remaining in a unit after a RIF is unqualified to teach a full workload of remaining available courses in that unit, the Employer will (a) give that instructor a reasonable amount of time (after consulting with the UMG) to obtain the appropriate training and (b) in the meantime may give the instructor a correspondingly reduced assignment and contract if other faculty must be hired to teach such course(s).

E. Recall rights

A tenured faculty member who has been dismissed as part of a reduction-in-force shall have the right to recall to a vacant position in their assigned RIF unit for 12 months after the effective date of the dismissal, if s/he meets two conditions:

1. The affected faculty member has requested placement on the recall list in writing to the college's chief Human Resources officer no later than fifteen (15) calendar days following the effective date of dismissal, and has kept the Human Resources office informed of their current address; and
2. The VPI determines that the faculty member possesses all of the minimum qualifications for the identified position.

F. Recall response

When a faculty member is officially notified of a recall, s/he will have ten (10) working days to accept the offered position, verbally or in writing. In the absence of such acceptance, the college's chief Human Resources officer shall treat the faculty member as having refused the recall. Any dismissed employee who refuses an offer of recall shall be removed from the recall list, and shall no longer be considered eligible for recall.

G. Rights upon recall

Employees reinstated under this Article shall assume their previously accumulated seniority and associated benefits.

H. Budget reductions

If state budget appropriations and allocations to the College are reduced, the College, after notifying the Federation and obtaining its input, may offer employees voluntary options for salary reductions, reduced workloads, furloughs, or other arrangements intended to help the College manage those reductions.

I. Retirement/ Resignation incentives

The College, after notifying the Federation and obtaining its input, may offer an employee or group of employees a payment or series of payments as an incentive for the employee(s) to retire or resign from College employment. The terms of the incentive shall be stated in a written agreement between the College and the employee, and may include other suitable arrangements such as a phased reduction in workload.

**12.12 Program review**

The Program Review process will follow the guidelines and procedures as outlined in the *“Program Review Handbook.”* Any changes to the process will be mutually agreed to by the College and the Federation.

**ARTICLE 13 - FACULTY PERFORMANCE ASSESSMENT**

**13.1 Tenured faculty**

The procedures for assessment of tenured faculty are set forth in [the \*“Tenured Faculty Assessment System and Standard Certification Handbook”\*](#), as revised in July 2006.

**13.2 Tenure track faculty**

The procedures for assessment of tenure track faculty are set forth in the [“\*Tenure Track Faculty Assessment System and Initial Certification Handbook\*”](#), as revised in July 2006.

**13.3 Adjunct & non-certificated faculty**

The procedures for assessment of adjunct and non-certificated faculty are set forth in the [“\*Non-Certificated and Part-Time Adjunct Faculty Assessment System Handbook\*”](#), as revised in July 2006.

**13.4 Disputes**

A faculty member and her/his supervisor shall make reasonable efforts to resolve any dispute that arises from implementation of the assessment process. If not resolved, the faculty member may appeal to the VPI within twenty (20) working days following the date of the challenged action. Before making any decision, the V.P.I. will consult with the Federation President to try to resolve the dispute.

**13.5 Performance Improvement Plans**

Nothing in Article 13 shall be construed to prevent the Employer from initiating a performance improvement plan as it deems appropriate. In the event a faculty member is placed on a performance improvement plan, the plan will include at a minimum:

- Identification of the area(s) of concern or deficiency(ies)
- Expectations
- Resources available
- Timelines for implementation and/or completion of identified activities
- Start date
- End date

**ARTICLE 14 - PERSONNEL FILES**

**14.1 Official personnel file**

A. Only one (1) official personnel file for each faculty member shall be maintained by the Employer, and that file shall be located in the College’s Office of Human Resources. The official personnel file shall contain all documents pertaining to the faculty member’s employment at the college and all completed assessment reports.



This shall not preclude the maintenance of a supervisor's file necessary for assessments of a faculty member.

- B. Faculty members shall have the right to review, during regular business hours and with a representative of the Office of Human Resources present, the materials in their official personnel file maintained in the Office of Human Resources, except materials that were obtained upon initial employment through assurance of confidentiality to a third party. The faculty member may have a representative of the Federation accompany him or her if the faculty member so desires. Upon request, copies of the documents in the official personnel file shall be provided to the faculty member. The College may assess a reasonable charge for this service.
- C. The Office of Human Resource shall have the right to require a ½ day (4 hours) notice of the intent by the faculty member to review his or her file to ensure a private office/conference room is available and a representative of the Office of Human Resources staff is available to observe.
- D. Negative or derogatory material in the official personnel file that is over three (3) years old shall not be used for disciplinary purposes unless there has been reoccurrence of similar documented behavior.
- E. When a faculty member reviews his or her official personnel file, he or she will sign and date the review sheet and the sheet will remain in the file as documentation of that review.

#### **14.2 Entering documents into official personnel file**

- A. Prior to any negative or derogatory documents being filed in the faculty member's official personnel file, the faculty member will be informed in writing within ten (10) instructional days from receipt of such information by the chief Human Resources officer and provided a copy of the document. The faculty member will be requested to initial and date the document indicating he or she was properly informed of the document being placed in his or her file. This does not indicate his or her agreement with the document content. Should the faculty member refuse to initial the document, the employer shall so note the faculty member's refusal to sign the original, file the original in the faculty member's file, and send a copy to the faculty member. Refusal to sign the disciplinary document does not remove the faculty member's responsibility or details of the document.
- B. In the event the faculty member wants to rebut the document, the faculty member will have ten (10) instructional days from the written notice to write a rebuttal to the document. The rebuttal will be attached to the document and maintained in the official personnel file.
- C. Disagreement by a faculty member with the appropriateness of materials filed in the faculty member's official personnel file may be pursued through the grievance procedure provided in this Agreement.

#### **14.3 Removing documents from official personnel file**

- A. Materials judged by the faculty member to be negative or derogatory that are three (3) years old or more may be removed by the faculty member submitting a written petition to the chief Human Resources officer requesting specific information be removed. A faculty member may petition for the removal of negative and/or derogatory material(s) one time per year.

- B. The chief Human Resources officer shall provide a written response to the faculty member within ten (10) days of receipt of the petition as to his or her decision to remove or retain the specific material(s).
- C. Any materials removed from a faculty member's official personnel file will be processed and/or archived in accordance with [Washington Community and Technical College System General Retention Schedule \(CT0201 – Personnel\)](#).

#### **14.4 Supervisor's working file**

- A. The purposes of the supervisor's working file are to enable the supervisor (1) to collect information for use in a faculty member's performance assessment and (2) to retain copies of pertinent personal or contractual data necessary for program operation.
- B. Faculty members have the right to review materials contained in the supervisor's working file. The supervisor shall agree to a convenient time for the faculty member to examine and/or discuss the contents of the file.
- C. Upon completion of the assessment cycle, all documents related to that assessment cycle will be processed and/or archived in accordance with [Washington Community and Technical College System General Retention Schedule \(CT0201 – Personnel\)](#) except if:
  - i. The document is pertinent to the next assessment cycle.
  - ii. There was no reasonable time to assess the information and make a decision prior to the end of the performance cycle.
- D. When a faculty member reviews his or her supervisor's working file, he or she will sign and date the review sheet and the sheet will remain in the file as documentation of that review.

### **ARTICLE 15 - LEAVES OF ABSENCE**

In addition to leave otherwise provided, an employee shall receive leave with pay under the following conditions. Unused leave days are not accumulative, except as provided in §§ 15.3 and 15.7.

#### **15.1 Absences generally**

- A. Notifications
  - 1. Absence: A faculty member shall notify their dean or dean's designee of each absence from a scheduled class, unless the dean has waived this requirement. A faculty member shall provide such notice (1) as expeditiously as possible for any absence which could not reasonably have been anticipated or (2) reasonably in advance when an absence from a scheduled class can reasonably be anticipated.
  - 2. Return: A faculty member who has been absent shall provide reasonable advance notice of when s/he will be returning to work.
- B. Class coverage

In the event of an absence, the faculty member may make appropriate alternate arrangements for instruction, such as communicating an assignment directly to students or asking another instructor to cover the class on a voluntary basis. If the

dean or dean's designee wishes to determine an alternative arrangement, such as securing a substitute, s/he may do so.

C. Leave reporting

Unless otherwise required to be submitted earlier, promptly upon returning from an absence a faculty member shall submit to their dean or immediate supervisor an appropriate leave slip which reports the leave taken.

**15.2 Bereavement**

A. A faculty member may request up to five (5) days of paid bereavement leave for each occurrence of death in her/his immediate family. Immediate family is defined as:

- Spouse
- Parents
- Children or Step Children
- Brother or Sister
- Step Brother or Step Sister
- Step Parents
- Grandchild
- Grandparents
- Mother-In-Law or Father-In-Law
- Domestic Partner (as defined by the Health Care Authority)

B. Requests will be made to the chief Human Resources officer. The chief Human Resources officer will approve the number of days requested on a case-by-case basis.

C. When extended travel is necessary, the faculty member may request up to two (2) days of travel. The number of days approved by the chief Human Resources officer will be added to the number of bereavement days approved under Paragraph B.

**15.3 Personal leave**

A faculty member accrues three (3) paid days per fiscal year. These days may be used for personal purposes, except that no such day can be during the first or last week of a quarter unless approved by the VPI. Unused personal days may accumulate up to no more than five days total at any time. Unused personal days are not compensable.

**15.4 Federation leaves**

Leaves of absence for attendance to local, state or national meetings of the Federation, shall be requested of the chief Human Resources officer. No more than one (1) faculty member shall be absent from any one (1) department if the absence of more than one (1) faculty member interferes with program requirements. When such absence requires faculty members to be absent from their assignments, the Federation will reimburse the College for expenses incurred by such absence(s).

**15.5 Civil leave**

A. Leave for jury duty required by law shall be at full pay.

B. At the discretion of the chief Human Resources officer, leaves of absence with pay may be granted when an employee is subpoenaed to appear in a court of law.

**15.6 Military leave**

A. Active Duty

A faculty member who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period as defined by [USERRA \(Uniformed Services Employment and Reemployment Act\)](#).

**B. Reserve Duty**

Faculty members who are members of the National Guard or of the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States shall be granted military leave of absence from regular school employment for a period not exceeding twenty-one (21) days [1] during each calendar year beginning October 1 and ending September 30. Such leave shall be in addition to any personal leave to which the employee otherwise is entitled.

**15.7 Sick leave**

- A. A faculty member shall accrue one (1) day of sick leave after each month of employment. Sick leave accrued for September shall be non-compensable, and cannot be used for shared leave, the sick-leave buy-back under 15.7.J, or the sick leave VEBA upon retirement. Sick leave is to be used for absences caused by illness or injury.
- B. The sick leave earned for a month shall be based on seven and one-half (7½) hours per day being full-time, prorated for part-time faculty,
- C. The unused portion of such allowance shall accumulate from year to year.
- D. An employee who sustains a work-related illness or injury that is compensable under the state worker's compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave or personal leave during a period in which they receive time-loss compensation will receive that full leave in addition to any time-loss payments.
- E. A written statement signed by a licensed health practitioner and submitted to the chief Human Resources officer upon return may be required for any absence exceeding three (3) consecutive days.
- F. All sick leave credits accumulated in other employment with the State of Washington shall be fully transferable upon contracted employment with the College in accordance with State of Washington guidelines.
- G. Sick leave shall be granted in hours. Sick leave authorized for the current year and any accumulated sick leave may be taken at any time necessary during the year. When a faculty member, due to sick leave, is absent in excess of accumulated sick leave credits, deductions shall be made for each day's absence in the same proportion as the number of days absent bears to the total days service specified in the faculty member's current contract.
- H. Family illness: Each eligible faculty member shall be allowed to use the faculty member's accrued sick leave to care for a child or other specified family member with a health condition, as provided in [RCW 49.12.270](#) and [WAC Chapter 296-130](#), including WAC 296-130-030.
- I. Faculty members will have the opportunity to participate in sick leave buyback programs as permitted and described in [RCW 28B.50.553](#).

## **15.8 Family and Medical Leave**

- A. Purpose & qualifying: A qualifying faculty member may take leave under the federal [Family and Medical Leave Act \(FMLA\)](#) for reasons including the serious health condition of the employee or a family member, birth and care of a newborn child, etc. The employee must have worked for the state for at least twelve months and for at least one thousand two hundred fifty (1,250) hours, not including paid time off, during the twelve months prior to the requested leave.
- B. Entitlement: The leave entitlement is up to twelve workweeks of paid and unpaid leave during a twelve-month period. This entitlement period is a rolling twelve months. The College has authority to designate absences as qualifying for FMLA leave. To the extent permitted by law, the use of any other paid or unpaid leave (excluding leave for a compensable work-related injury or illness) for an event that qualifies for FMLA leave will run concurrently with, not in addition to, the use of the FMLA leave for that event.
- C. Notice: The faculty member will provide the Payroll & Benefits or HR office with at least thirty days' notice before the leave is to begin, except that if the leave is not that foreseeable the employee will provide such notice as is reasonable and practicable.
- D. Exhaustion of paid leave; benefits: The College may require an employee to exhaust all paid leave prior to using any leave without pay, except (1) for a compensable work-related injury or illness and (2) an employee may use eight hours of accrued leave each month to provide for the continuation of health insurance benefits as provided for by the Public Employees Benefit Board. The College will continue the employee's existing employer-paid health insurance, life insurance, and disability insurance benefits during the period of FMLA leave. However, the employee must pay their share of the premiums and if the employee does not return after the FMLA leave s/he may be required to repay the College for the benefits it paid.
- E. Documentation: The College may require appropriate certifications from a health care provider for the purpose of determining qualification for FMLA leave. Upon returning to work after leave based on the employee's own health condition, the employee may be required to provide a fitness for duty certificate from a health care provider.
- F. Assignment upon return: Upon return to work from FMLA leave, the faculty member will have return rights as provided in the FMLA.

## **15.9 State Family Leave**

In limited circumstances a qualifying faculty member may take leave in addition to FMLA in accordance with the state Family Leave Act (FLA), [RCW Chapter 49.78](#), although the FLA rules are generally similar to those for the federal FMLA leave.

## **15.10 Political**

A faculty member who is elected or appointed to any state or federal political office shall apprise the College President so that s/he can determine whether the College's program needs permit the faculty member's absence from his or her position to serve in such public office. If the College determines that leave may be granted, such leave will be unpaid and will commence with a natural break in the course and/or program assignment subject to the current need of the College. Upon returning from leave, every

effort will be made to place the faculty member in the same or equal position from which leave was taken.

#### **15.11 Shared leave**

A. Full-time faculty: Full-time faculty members are eligible to participate in the College leave sharing program as provided for in [RCW 41.04.650-670](#) and College procedures.

#### **15.12 Sabbatical leave**

A. Purpose and uses

1. Purpose: The purpose of sabbatical leave is to benefit the College and its students by providing tenured faculty members with an opportunity to engage in activities which lead to professional growth and revitalization, free from normal contractual obligations.
2. Uses: Sabbatical leave may be used for formal education, back-to-industry and/or technical training, technology training, research, travel, writing, or other activity which increases the faculty member's professional value to the College.

B. Eligibility, duration & benefits, restrictions

1. Eligibility: A tenured faculty member may apply for sabbatical leave after completing at least nine (9) consecutive quarters of full-time employment (not including summer or quarters on approved leave) since receiving tenure. After satisfactorily completing one sabbatical leave, and the passage of an additional fifteen (15) consecutive quarters of such full-time employment, a faculty member may apply for another sabbatical leave. No more than one faculty member may be on sabbatical at any time.
2. Duration & benefits: Sabbatical leaves may be granted for one, two, or three quarters. During sabbatical leave, the faculty member's seniority, RIF unit status, and health insurance and retirement benefits will continue. See also § 20.7.D.
3. Restrictions: No increment, stipend, or other payment under §§ 20.5 or 20.6 may be earned for activities engaged in while on sabbatical.

C. Selection

1. Application: An application for sabbatical leave must be submitted to the office of the VPI by January 15 of the fiscal year preceding the requested leave. The application shall include descriptions of: (a) each activity proposed to be undertaken, including how each satisfies §§ A.1 and A.2 above; (b) how each activity will contribute to the professional development of the applicant and the educational experience of students; and (c) the relevance of each activity to the mission and goals of the College and of the applicant's department/ program.
2. Review committee: The VPI's office will forward the application to a sabbatical review committee, created to review all requests for sabbatical leave and make recommendations regarding approval. This committee will be comprised of the VPI, a dean selected by the VPI, and three faculty members, appointed by the Federation President. The applicant will present the proposal to the committee.
3. College criteria: In addition to evaluation of the application's contents, each request shall also be subject to review based on (a) the requirements and limitations in [RCW 28B.10.650](#), to the extent that the College deems them applicable, (b) the availability of funds, and (c) whether a replacement is necessary and has been identified.
4. Approval: The College President, after giving reasonable consideration to the committee's recommendation, shall make the final decision as to granting or

denying each request. The President will send notice of the decision to the applicant by April 15.

**D. Salary**

1. College compensation: For a sabbatical leave of one quarter, the faculty member shall receive eighty percent (80%) of the salary which would otherwise have been payable. For two quarters of sabbatical leave, the faculty member shall receive seventy-five percent (75%) of such salary. For three quarters of leave, the faculty member shall receive seventy percent (70%).
2. Other compensation: The recipient also may receive grants or other compensation from non-college sources as long as the total of that separate compensation plus the college sabbatical payments does not exceed the total salary which the recipient would have been paid without a sabbatical.

**E. Reporting of results**

1. Written report: Within one quarter of returning from sabbatical leave, the recipient shall submit a written summary report to the College President, the VPI, their dean/supervisor, and members of the review committee. This report shall address each of the elements required to be described in the application (C.1 above), including the extent to which each of them was successfully accomplished during the sabbatical leave.
2. Presentation: Within one quarter of returning, the recipient shall deliver a presentation which shares the results of the sabbatical leave with the College community in a manner agreed to between the recipient and the recipient's dean/immediate supervisor.

**F. Conditions and contract**

1. General conditions: Sabbatical leaves shall be conditioned on the provisions in the following subsection, whether or not the recipient actually signs a contract so providing.
2. Contract: Before obtaining a sabbatical leave, the faculty member shall sign a contract with the College which includes the following provisions: (a) description of the activities to be performed, including the reporting of results; (b) the time period (quarters) of the leave; (c) the salary/ compensation and limitation on outside compensation; (d) the faculty member's agreement that s/he shall return to the College following completion of the leave and serve in a professional status for a period commensurate with the amount of leave granted; (e) agreement that failure to comply with these provisions shall oblige the faculty member to repay to the College immediately all remuneration received from the College during the leave; and (f) acknowledgment that the leave shall be subject to any reduction-in-force which may occur or be initiated during the leave.

**G. Modifications**

Procedural guidelines for administering these Sabbatical Leave sections may be implemented by the College after consultation with the Federation.

## **ARTICLE 16 – PROFESSIONAL DEVELOPMENT**

### **16.1 Purposes**

All faculty members are expected to continually pursue activities that update and add to their professional skills and add value to the college, to fully support the college in accomplishing its missions and goals. All faculty members must be lifelong learners.

## **16.2 General requirements; approvals**

### **A. General requirements**

All requested training must be in accordance with the faculty member's professional development plan and the college's mission and goals.

### **B. Approvals**

All training, expenses, and leave requests must be approved by the faculty member's dean/supervisor as complying with subsection A above, as consistent with college scheduling, and as meeting other applicable requirements. Additional administrative approvals may also be required, such as for out of state travel.

## **16.3 Expenses support**

Travel expenses, registration fees, and similar expenses which are necessary to permit a faculty member to reap the full benefit of attendance at a professional development activity will usually be funded from the faculty professional development pool under § 21.7. If the state imposes budget restrictions, the faculty shall be so notified. Faculty are encouraged to access additional college courses and should refer to section 17.5.C for additional benefits available to support professional development expenses.

## **16.4 In-Service and Increment Eligibility**

A. Faculty members who participate in in-service activities will earn credit toward an annual increment. For every four (4) in-service events a faculty member attends they are eligible for an increment. Attendance does not have to be at consecutive in-service events. A faculty member who attends four in-service events is eligible to earn a maximum of one increment per fiscal year payable on July 1 of each year. In-service credits in excess of four (4) will be retained and counted toward future increments.

B. Types of activities: The College will provide four (4) annual in-service days that will be arranged by the College administration. These days could include training presentations, workshops, or faculty assignments. Faculty attendance at in-service will be tracked by the VPI's office and attendance for the duration of four in-service days are required for an increment.

## **ARTICLE 17 - INSURANCE / FRINGE BENEFITS**

### **17.1 Insurance benefits**

The State of Washington provides health and related insurance coverage to eligible faculty members as a benefit of employment. The College will provide benefits as established by the Public Employees Benefits Board, who is responsible for establishing eligibility policies and benefit provisions.

### **17.2 Insurance eligibility**

Eligibility for health insurance benefits is determined by [WAC 182-12-114](#) and any other applicable law and rules of the State Health Care Authority.

### **17.3 Retirement benefits**

The State Board Retirement Plan (SBRP), associated with the Teachers Insurance Annuity Association and College Retirement Equities Fund (TIAA/CREF), is available to faculty. Faculty who have been members of plans administered by the Washington State Department of Retirement Systems may continue in such plans as permitted by law.



#### **17.4 Sick leave attendance incentives**

A. Annual and at death: The College shall provide to an eligible employee (or to their estate) these options regarding payment for accrued unused sick leave, as further provided in [RCW 28B.50.553](#), [WAC 131-16-068](#), and any other applicable federal or state law:

1. Annually, when at least sixty days of sick leave are accrued, an option to receive monetary compensation in return for reducing the balance of accrued leave at a one-for-four rate;
2. Upon death before retirement, monetary compensation at the prescribed one-for-four rate.

B. VEBA upon retirement:

1. Contributions: The College will contribute to a voluntary employees' beneficiary association (VEBA) plan health retirement arrangement, authorized by the Internal Revenue Code, which allows income-tax-free funds to be used for reimbursement of out-of-pocket healthcare expenses.
2. Source of funds: The College shall make a contribution on behalf of each eligible employee in the amount of accrued but unused sick leave which the eligible employee is entitled to cash out upon a retirement during the term of this Agreement. This shall be in lieu of any such cash out directly to the employee.
3. Eligible employee: An eligible employee is one who retires during the term of this Agreement and who has signed and provided to the College:
  - a. a hold-harmless and forfeiture agreement, on the College's form, as required by RCW 28B.50.553. If an employee refuses to sign this required agreement, s/he shall forfeit all remuneration for accrued but unused sick leave; and
  - b. an enrollment form to become a plan participant.

C. Other separations: Faculty who separate for any reason other than retirement or death are not paid for their accrued unused sick leave.

#### **17.5 Other benefits**

A. Employee Assistance Program: An employee assistance program will be provided. Information is available in the Office of Human Resources.

B. Voluntary retirement contributions: Faculty may make voluntary contributions to the State Board's voluntary tax-deferred 403(b) and/or other TIAA-CREF plan, through an appropriate payroll deduction authorization.

C. Tuition Assistance: Faculty are encouraged to access courses at the College that are provided through college policy at a limited cost on a space available bases. State-funded institutions may also have a tuition waiver available for college employees.

### **ARTICLE 18 - JOB OPENINGS, INCENTIVES, TERMINATIONS, & RETURNS**

#### **18.1 Vacancies**

All full-time faculty position vacancies, determined by the Employer to exist, will be posted on the Employer's official job website.

## **18.2 Resignations**

An employee finding it necessary to resign during the academic year shall submit a written resignation to the Employer as soon as possible. If the employee fails to give notice at least thirty (30) calendar days prior to her/his last work day, the Employer may withhold up to three (3) days of substitute pay.

## **18.3 Terminations**

A list of all employees covered by this Agreement who leave the College's employ shall be transmitted to the Federation Treasurer within ten (10) days of those terminations.

## **18.4 Appointment of tenured faculty to administrative position**

A. Credits upon appointment: A faculty member who is appointed to serve primarily in an administrative position shall forfeit any current balance of professional development units (PDU's) or educational advancement credits, and any increment entitlement(s), unless at the outset it is designated as a temporary appointment and the Employer and employee agree that these may be retained until that temporary appointment ends.

C. Return of tenured administrator: If the administrative appointment of an administrator who formerly was a tenured faculty member ends, and s/he wishes to return to a faculty position, the President or designee shall assign him/her to an appropriate position and RIF unit, placed on the Step of the Salary Schedule which was held immediately before the administrative appointment. S/he will be credited only with faculty seniority accrued before the administrative appointment.

D.

## **Article 19 Adjunct Faculty**

### **19.1 Applications to adjunct faculty**

Adjunct faculty members are employed under individual employment agreements (contracts). Adjunct faculty members have no expectation of employment continuing beyond their current contract.

The following provisions of this Agreement do not apply to any adjunct faculty:

1. Art. 9, Obtaining Tenure;
2. Art. 12, Dismissal and Reduction in Force;
3. Art. 16, Professional Development;
4. Art. 17, Insurance / Fringe Benefits, except as indicated below
5. Art. 18, Job Openings and Resignations, except as indicated below
6. Art. 20, Workload, Compensation, and Reimbursements, including §§ 20.5 and 20.6, except when and as other sections by their terms apply to adjuncts.

### **19.2 Definitions**

A. **Full-time adjunct:** A full-time adjunct is designated as such by the dean or supervisor, receives an employment contract for a term of three academic quarters (including any in-service day which is scheduled for such quarter(s)), has an expected weekly workload of 37.5 hours. After three (3) quarters, the Employer must determine if the position is to continue and if yes, open a formal application process for tenure track placement.

B. **Part-time adjunct:** A part-time adjunct receives an employment contract for each course for a term of up to one academic quarter (up to 56 days,) not including any in-service day).

### 19.3 Leaves of Absence

- A. **Absences, generally:** Both full- and part-time adjunct faculty are expected to follow the absence notification, class coverage, and leave reporting procedures outlined in Article 15.1.
- B. **Bereavement leave:** Full-time adjunct faculty are eligible for one (1) day of paid bereavement leave for each occurrence of death in her/his immediate family, which is defined as:
1. Spouse
  2. Parents
  3. Children or Step Children
  4. Brother or Sister
  5. Step Brother or Step Sister
  6. Step Parents
  7. Grandchild
  8. Grandparents
  9. Mother-In-Law or Father-In-Law
  10. Domestic Partner (as defined by the Health Care Authority)

Requests for leave will be made to the Human Resources Office. When extended travel is necessary, the faculty member may also request up to two (2) additional days for travel.

Part-time adjunct faculty are not eligible for bereavement leave.

- C. **Sick leave:** Adjunct faculty shall receive sick leave to be used for the same illnesses, injuries, bereavement, and emergencies as tenured and tenure-track faculty at the college in proportion to the individual's teaching commitment. Adjunct faculty are also eligible for the sick leave attendance incentives outlined in Article 17.4.
- D. **Shared leave:** Adjunct faculty also may participate in the shared leave program but only during a quarter in which the adjunct faculty member is contracted to teach.
- E. **Civil leave:** Adjunct faculty are eligible for civil leave as outlined in Article 15.5.
- F. **Other leaves provided by applicable statute:**  
The College will provide adjunct faculty members with family and medical leave, pregnancy disability leave, military leave and other leave required by state and federal law, including but not limited to:
- Family and Medical Leave (29 USC §2601 et seq., and RCW 49.78).
  - Family Care Act Leave (RCW 49.12.265)
  - Pregnancy Disability Leave (RCW 49.60)
  - Military Leave (RCW 39.040.060 and RCW 73.16 and 39 USC §§ 4301 et seq.).
  - Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
  - Leave for Spouses of Deployed Military Personnel (RCW 49.77).
  - Leave for Reasons of Faith or Conscience, or to Participate in an Organized Activity Conducted under the Auspices of a Religious Denomination, Church, or Religious Organization (RCW 1.16.050).

Leave eligibility, benefits and requirements will be determined by applicable law and will be administered according to college policy.

### G. Adjunct faculty are not eligible for the following leaves:

1. Personal leave (Article 15.3)
2. Federation leave (Article 15.4)
3. Political leave (Article 15.10)

**19.4 Health Insurance**

Adjunct faculty are eligible for insurance benefits as outlined in Article 17.1 and 17.2.

**19.5 Retirement Benefits**

Once benefit eligibility is established, adjunct faculty are eligible for retirement options as outlined in Article 17.3.

## 19.6 Responsibilities

<b>Full-time adjunct</b>	<b>Part-time adjunct</b>
<ul style="list-style-type: none"> <li>• 37.5 hours per week; an average of 30 hours devoted to primary functions, an average of 7.5 hours devoted to college support*.</li> <li>• May have a prescribed annual workload.</li> </ul>	<ul style="list-style-type: none"> <li>• Less than 30 hours of primary function(s) time per week.</li> <li>• No prescribed annual workload.</li> </ul>
<b>Instructional Responsibilities</b>	<b>Instructional Responsibilities</b>
<ul style="list-style-type: none"> <li>• Classroom instruction.</li> <li>• Classroom setup and maintenance.</li> <li>• Grading.</li> <li>• Lesson planning and preparation.</li> <li>• Scheduled office hours for advising students (5 hours per week)</li> <li>• Quarterly outcomes assessment.</li> <li>• Oversight and support of a realistic training enterprise.</li> <li>• Special projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Classroom instruction.</li> <li>• Classroom setup and maintenance.</li> <li>• Grading.</li> <li>• Lesson planning and preparation.</li> <li>• Office hours for advising students (1 hour per 5 credit class – must be scheduled)</li> <li>• Quarterly outcomes assessment.</li> </ul>
<b>College Support Responsibilities</b>	<b>College Support Responsibilities</b>
<ul style="list-style-type: none"> <li>• Attendance at in-service days scheduled for the quarters worked.</li> <li>• Attendance at Opening Day.</li> <li>• Attendance at Keeping Connected meetings, division meetings, and program related meetings.</li> <li>• Active participation on college committees.</li> <li>• Participation in shared governance (including college planning and assessment work, accreditation activities and college initiatives.</li> <li>• College and program promotions.</li> <li>• Assistance with student recruitment and retention.</li> <li>• Program information sessions.</li> <li>• Maintain college communications.</li> <li>• Attendance at major college events, when scheduled.</li> </ul>	<ul style="list-style-type: none"> <li>• No college support required.</li> <li>• No in-service days required.</li> <li>• Maintain college communications.</li> </ul>

\*See Requirements for a Full-time Faculty Workload table in Article 21.2 for program-specific details.

## 19.7 Workload, Compensation and Reimbursements

- A. A faculty member hired into a full-time adjunct position shall receive a minimum annual salary of \$54,000, except that the employer may offer up to \$58,500 if the VPI determines this is appropriate because of prevailing market condition in the particular field and/or the applicant's exceptional level of education, experience, or expertise. The

salary shall then be prorated for the quarter based on the assigned instructional days and including any in-service day which is scheduled for that quarter.

- B. Except as provided below for “specific services” and “not otherwise specified,” each part-time adjunct faculty member shall be compensated for instructional services at the Per Credit rate stated in Appendix I, depending on the type of services:
  - a. Certificated/professional-technical faculty: The total number of non-concurrent student-contract instructional hours for which the instructor is scheduled shall be divided by 16.5, and then that quotient shall be multiplied by the Per Credit rate.
  - b. General education (core academic subjects; ABE/ESL; required college success courses): The total number of non-concurrent credits for which the instructor is scheduled shall be multiplied by the Per Credit rate.
  - c. Specific services rates: A part-time adjunct faculty member who provides the following types of services, as directed by their dean or supervisor, shall be paid for these services at the hourly rates specific in Appendix I:
    - i. Counselors/advisers and librarians: For counseling/advising and library services, the Substitute rate;
    - ii. Curriculum development: For developing curriculum for new programs and/or new classes; the Curriculum Development rate;
    - iii. In-service: For attending in-service training provided by the College, the in-service rate;
    - iv. Online and distance learning: For providing online and distance learning instruction, the Online and Distance-Learning rate.
    - v. Substitute: For services as a temporary replacement for the continuing faculty member of record in a class (excluding online instruction), the Substitute rate.
    - vi. Not otherwise specified: For all services not otherwise specified, each part-time adjunct faculty member shall be paid at either the Substitute rate or another rate or stipend determined by the Employer after consultation with the UMG.
- C. Exceptions shall be agreed to in UMG.

### **19.8 Professional Development**

Professional development funding is available for full-time and part-time adjunct faculty. See Article 21.7 for more information.

### **19.9 Contract termination**

The Employer may terminate an adjunct faculty member’s appointment or contract, or any portion thereof, based on replacement by a full-time faculty member, insufficient enrollment, unsatisfactory performance, or any other cause it determines, provided that the employee will be paid for services rendered through the date of termination.

## ARTICLE 20 - PARKING

### 20.1 Annual parking permit fee

Faculty shall pay an annual rate of \$40 for parking, through semi-monthly payroll deduction. The total annual amount deducted may be rounded a few cents higher so that the semi-monthly amounts are equal for the entire year.

## ARTICLE 21 - WORKLOAD, COMPENSATION, AND REIMBURSEMENTS

### 21.1 State budget compliance

#### A. In general

No provision of this Agreement shall be interpreted or applied so as to place the College out of compliance with the salary limitations imposed by State law. It is the intent of the College and the Federation to comply with the limitations imposed by the Appropriations Act in effect when a salary is payable and to pass through to bargaining unit employees in full any increment or other salary increase funds which are appropriated and allocated by the State. If the Legislature authorizes use of other funding for salary increases, the College and Federation will meet to negotiate such funds.

#### B. Retroactive payment

In the event retroactive payment is necessary, any increase shall be paid retroactive to the effective date as determined by the appropriations act. Such retroactive payment shall be made as soon as can reasonably be accomplished consistent with the operations of the College.

### 21.2 Workload

#### A. Annual workload

1. Tenured and tenure-track: The annual full-time workload for a tenured or tenure-track faculty member is 219 days.

a. Instructional faculty and librarians: 219 days include:

- 206 scheduled regular days consisting of Primary and College Support functions,
- four scheduled days to be used for in-service days to meet the requirements of the annual increment,
- four unscheduled responsibility days (services performed not necessarily on campus),
- attendance at the scheduled "Opening Day" for all faculty prior to the beginning of Fall Quarter. The appropriate Vice President must pre-approve absences at this event. Use of discretionary leave (i.e. personal leave) must also be approved in advance, and
- four (4) scheduled professional services days (the day before opening day and one day each at the ends of fall, winter, and spring quarters).

b. Counselors: For a counselor, the 219 days include:

- 213 scheduled regular days consisting of Primary and College Support functions,
- four (4) scheduled for in-service days to meet the requirements of the annual increment, and
- two (2) unscheduled responsibility days (services performed not necessarily on campus, but should be scheduled based on student need).

An individual counselor and the responsible Vice President may agree to the counselor working more than 219 days, with prorated increased salary.

- c. Modified workload: A tenured or tenure-track faculty member may agree with their dean/supervisor to a reduced or increased workload. Compensation and non-instructional days shall be prorated accordingly, as provided in 21.4.B. Faculty members who agree to take a reduced workload will retain their tenure and seniority.

B. Weekly full-time workload; schedules

- 1. Types of work: Full-time faculty work consists of services to support both the primary functions of the position and the college support functions associated with employment at CPTC.
  - a. Primary functions: Full-time faculty members utilize 30 hours per week to fulfill responsibilities related to the primary functions of their position. Primary functions include the services necessary to successfully carry out an effective instructional program and/or serve a library or advising/counseling unit. Examples of primary functions are:

Instructional Faculty	Library Faculty	Counselor Faculty
<ul style="list-style-type: none"> <li>• Classroom instruction</li> <li>• Classroom setup and maintenance</li> <li>• Grading</li> <li>• Lesson planning and preparation</li> <li>• Office hours for advising students (5 hours per week)</li> <li>• Provide open lab for students</li> <li>• Maintain and update courses and program curriculum</li> <li>• Outcomes assessment</li> <li>• Oversight and support of a realistic training enterprise</li> <li>• Special projects</li> </ul>	<ul style="list-style-type: none"> <li>• Develop, assess and improve library collections in all formats</li> <li>• Provide reference support to students and staff with research needs</li> <li>• Gather, organize and/or create course materials that facilitate learning</li> <li>• Outcomes assessment</li> <li>• Develop, assess and improve curriculum</li> <li>• Provide information literacy support by offering workshops and providing one-on-one student assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Advise prospective, new, and enrolled students</li> <li>• Conduct orientation activities</li> <li>• Visit programs and instructional faculty to maintain current program knowledge</li> <li>• Provide general academic advising/ counseling and make appropriate referrals</li> <li>• Develop and offer student workshops related to enrollment and student support</li> <li>• Support students in crisis and direct them toward appropriate community resources</li> <li>• College promotion and/or student recruitment as defined by position description</li> </ul>

- b. College Support functions: Full-time faculty members utilize 7.5 hours per week to fulfill responsibilities that support the overall work of the college. A faculty member's college support contributions are initially determined by the employee, subject to final review and approval by their dean/supervisor. College support time is intended to support college, division, department, or



program needs. College support time will be spent in service directly related to supporting the work of the college and will include activities such as the following:

- (1) Active participation on college committees;
- (2) Participation in shared governance (including college planning and assessment work, accreditation activities, and college initiatives);
- (3) College and program promotion;
- (4) Attendance at all-staff meetings, division meetings, and program-related meetings;
- (5) Assistance with student recruitment and retention;
- (6) Program information sessions;
- (7) Advise a student organization;
- (8) Maintain college communications;
- (9) Attendance at major college events when scheduled.

- c. Committees: Each tenured faculty member is expected to serve on at least two standing or multi-year committees during each academic year. Program-related advisory committees and temporary or infrequently-functioning task forces or committees, that usually do not involve at least five hours of participation (including required travel) per year shall not qualify as committee participation. A faculty member who does not self-identify committee service to their dean or supervisor by July 31st may thereafter be appointed to committees by the dean, supervisor, or V.P.I. Up to three union officers (identified by the union president annually) shall have committee responsibilities reduced to one committee per year.
  - d. Commencement: Each tenured and tenure-track faculty member is expected to attend the annual College commencement.
2. Workload breakdown: The normal workweek for a full-time faculty member, including a full-time adjunct faculty member, is 37.5 hours. The workweek shall consist of approximately 30 hours of primary functions and 7.5 hours of college support functions. Due to the variety of teaching modalities used at CPTC, a full-time teaching/student contact load can be defined by either clock hours or credits. For the respective types of faculty, the weekly instruction/student contact hours for full-time faculty are listed below:

Requirements for a Full-time Faculty Workload				
Faculty Category	Primary Functions		College Support Functions	Total Weekly Work Hours
	FT Teaching/ Student Contact Load	Total Primary Function Time		
Professional-Technical	25-30 hrs/wk or min. 20 cr/qtr	30	7.5	37.5
ECE Center	23-25 center hrs/wk for 37 wks	30	7.5	37.5
Nursing	20 hrs/wk	30	7.5	37.5
General Education	20 cr/qtr	30	7.5	37.5
ABE/ESL/GED	20 cr/qtr	30	7.5	37.5
Librarians	30 hrs/wk	30	7.5	37.5
Counselors	30 hrs/wk	30	7.5	37.5

- a. The workload for a full-time faculty member teaching multiple courses concurrently will be based upon hours rather than credits.
  - b. In situations where a course is team-taught, the number of credits/hours for the course will be divided proportionately among the instructors for workload calculation purposes.
  - c. Courses such as independent study, special projects, and internship assignments that require minimal instructor contact time are not counted in workload unless approved as such by the dean/supervisor. If these courses require more than a minimal time commitment by the instructor, the hours/credits attributed to workload will be determined between the dean/supervisor and faculty member after considering all relevant factors, such as the number of students in class, scheduled site visits, and the amount of work required by the instructor.
  - d. If a faculty member's full-time teaching load falls below the required credits or hours, the dean/supervisor will work with the faculty member to identify alternative teaching responsibilities to assure that a full-time workload is met. If an appropriate alternative teaching assignment is not available, the dean/supervisor will identify an alternative work assignment for the quarter. Repetitive quarters below the designated full-time teaching workload requirements may indicate a need for reduced staffing levels and may therefore lead to a reduced contract.
  - e. A quarterly variance in workload may be agreed upon between supervisor and faculty to meet program or college objectives.
3. Work Schedules: Before the beginning of Fall Quarter, faculty members will submit their schedule for the upcoming year to their dean/supervisor for approval. Before the beginning of each quarter, any anticipated changes must be reported to the dean/supervisor. The schedule will include the class/student contact times, office hours, daytime and emergency contact information, and other information as agreed.
- a. Instructional: An instructional faculty member and their dean/supervisor shall develop an agreed-upon individual schedule, which meets workload requirements and division and program objectives. The VPI may be called upon to resolve any differences.
  - b. Counselors/librarians: Counselors and librarians shall develop unit schedules which are designed to meet the operational needs of their respective units, and provide those schedules to the dean/supervisor. Should coverage issues arise, librarians and counselors will have the initial responsibility to make the necessary adjustments to meet the operational needs of the unit. If the dean/supervisor believes that appropriate coverage remains an issue, s/he may take appropriate action to ensure that coverage occurs.
  - c. On-line college connection: Teaching on-line does not waive the responsibility for faculty to participate in college support activities as outlined above. Faculty teaching online will have a mutually agreed upon work plan to fulfill the college support requirement.
  - d. Time span for tenured/ tenure-track: The scheduled time span (elapsed time from start to finish) for a tenured or tenure-track faculty member's workday shall not exceed 7.5 hours per day, plus the length of lunch, unless (1) the dean/supervisor offers and the faculty member accepts a longer span to

provide a full-time schedule or (2) the faculty member so requests and the dean/supervisor agrees.

### **21.3 Employment contracts**

#### **A. Tenured and tenure-track**

Tenured and tenure-track faculty members do not receive annual employment contracts. A faculty member's agreement to a reduced or increased workload which requires prorating of compensation shall be accompanied by appropriate mutually-acknowledged documentation.

#### **B. Insufficient enrollment**

The College at its sole discretion determines if a class will be cancelled due to low enrollment. If the College, with the instructor's agreement, decides to run a low-enrolled class, the instructor will be compensated at the 'low enrollment' rate. This rate will be based upon the number of students still enrolled on the census date. This section only applies to adjunct or moonlight classes.

### **21.4. Compensation generally**

#### **A. In general**

1. Notification of COLA, state increment and other salary improvement funding: When the legislature authorizes or allocates funds for COLA, increments and/or salary improvements, the Employer will notify the Federation. COLA percentages will automatically be applied to the base salary of each faculty member. Unfunded increases will be bargained if deemed necessary by either party.
2. Assignment variations: A tenured, tenure-track, or full-time adjunct faculty member shall be paid their regular salary rate for services which are performed as part of their regular assigned responsibilities, regardless of the instructional modality utilized and even though those services may also be described in 21.4E3.
3. Overpayments: If it is determined that the College has made an error in payroll distribution which has resulted in overpayment to a faculty member, then the College may reduce the salary of that faculty member by deducting the overpayment amount in equal installments from their paychecks. These deductions shall be made over a time period agreed to between the faculty member and the College. If agreement cannot be reached, or a faculty member terminates their employment before the full amount has been deducted, the College may recover the balance from the faculty member.

#### **B. Tenured and tenure-track**

1. Current rate: When this Agreement takes effect, each tenured and tenure-track faculty member shall continue to receive the annual rate of salary which s/he is then receiving, except as otherwise provided in this Agreement.
2. Prorating tenured compensation: When a tenured or tenure-track faculty member agrees to an annual workload of more or less than their annually scheduled work days, their compensation shall be prorated accordingly. The increase or decrease in salary shall generally be calculated by dividing the individual's salary by the annually scheduled work days to get a daily rate, and then multiplying that daily rate by the number of days worked or not worked, as appropriate.

- C. Special rates for full-time faculty (tenured, tenure-track, and full-time adjuncts)
  - 1. Moonlighting: A full-time faculty member who, with the approval of their dean or supervisor, provides services as described in 20.4.E below which are outside of their regular scheduled responsibilities and in excess of their full-time weekly workload, shall be paid for that work at the appropriate part-time adjunct faculty rate in Appendix I.
  - 2. Late-Start stipend: A full-time faculty member whose quarterly schedule requires them to teach courses that start on or after 4 p.m. for at least twenty hours of on-campus professional-technical teaching/student contact time each week shall be paid a stipend in addition to their base salary. This late-start stipend shall be at the annual rate stated in Appendix I, but prorated based on the number of quarter(s) (out of four) with these start times.
- D. Professional development instruction  
The compensation for teaching professional development courses to College employees shall be determined by the UMG.

## **21.5. Increments and stipend payments**

- A. Definitions
  - 1. Increment: An increment is an earned increase added to the base salary.
  - 2. Turnover savings: Turnover savings are the ongoing (permanent) difference between the compensation level (including associated benefit costs) of a full-time tenured or tenure-track faculty employee who is no longer employed and the compensation level of a full-time tenured or tenure-track faculty who is subsequently hired. Turnover savings occur in the year when a new instructor is hired.
- B. Qualifying  
Tenured and tenure-track faculty may earn one increment or a one-time payment in lieu of increment (if at the salary cap) by attending four in-service events, as provided in Article 16 and this § 21.5. A faculty member cannot earn more than one increment or one-time payment in any fiscal year.
- C. Limitations  
Post-employment: No amounts accrued but unpaid for increments are owed to faculty members after their College employment has terminated.
- D. Claiming payment  
Claim procedure: The VPI's Office will keep a record of in-service attendance and provide it annually to the Human Resources Office by July 1st each year.
- E. Payment determinations
  - 1. Annual funding determination: Each year the College will notify the Federation by July 7 of what additional funds have become available through any state authorizations, appropriations and/or any turnover savings for payment of increments.
  - 2. One-time payment pending increment: If funding to pay an earned increment is not available according to the determination under subsection E.1 above, a faculty member who has earned an increment shall receive a one-time payment of one thousand dollars (\$1,000) and that increment shall be recorded for

- payment commencing in the future. Unfunded increments are not subject to back-pay.
3. Stipend in lieu of increment: A faculty member nearing the salary cap who is eligible for an increment would receive the portion of an increment needed to reach the cap and the balance of the value of the increment will be paid as a stipend and not be added to the base salary. A faculty member who is at the salary cap and who attends four (4) in-service events shall receive a stipend payment of one thousand dollars (\$1,000).
  4. Any incremental increases to be paid out of local funds under this contract shall be conditional upon a legislative grant of authority to expend such funds during the contract. In the event funding is provided and authorized for salary increases and/or increments for full-time academic employees during the Agreement, the parties agree to reopen this section to determine the distribution of the salary increase. Any actual or potential legislative authority during the contract duration to bargain local funds to pay increments has already been bargained and shall not be a basis to reopen bargaining.
  5. Retirement and sick leave buyout costs shall not be subtracted in the calculation of turnover savings.

## **21.6 Educational Advancement**

### **A. Qualifying academic credits**

Academic credits, which qualify toward an educational advancement payment, are those which a faculty member earns at an accredited educational institution when it is documented:

1. That the faculty member is seeking these credits toward their next higher academic degree;
2. In the faculty member's professional growth plan that this is a relevant degree; and
3. In appropriate educational planning documentation from the degree-granting institution that these credits will apply toward that degree.

### **B. Earning payments for educational advancement**

Tenured and tenure-track faculty may obtain a payment for educational advancement by earning qualifying academic credits during a fiscal year (July 1 through June 30) when funds are available in the Educational Advancement Pool. Educational advancement payments are made at the following rates:

1. \$750 for every fifteen (15) quarter-based credits (or equivalent) earned toward an associate or baccalaureate degree;
2. \$1,250 for every fifteen (15) quarter-based credits (or equivalent) earned toward a master's or doctoral degree.

### **C. Educational advancement reimbursement**

1. Tenured and tenure track: Each tenured or tenure track faculty member may receive a maximum of one thousand (\$1,000) dollars from the Educational Advancement Pool of funds for reimbursement of expenditures for tuition, fees, and books in obtaining academic credits at an accredited educational institution when it is documented:
  - a. That the faculty member is seeking these credits toward their next higher academic degree;

- b. In the faculty member's professional growth plan that this is a relevant degree; and
  - c. In appropriate educational planning documentation from the degree-granting institution that these credits will apply toward that degree.
- D. Education Advancement Pool:
- 1. A pool of funds, not to exceed \$5,000 each fiscal year, will be available to award reimbursements and stipends toward educational advancement. Faculty must seek approval from the Human Resources Office through the claims process for reimbursement or stipends.
  - 2. Processing: These payments will be made directly to the training provider or paid to the faculty member either (a) as an expense advance or (b) as reimbursement upon receiving proof of successful completion of the activity and of the expenditures made. Educational advancement reimbursement dollars may not be claimed or used for the same class or activity for which professional development reimbursement dollars are claimed or used.
- E. Limitations
- 1. Prior approval: To assure that the activities undertaken meet the relevant objectives and that funds are available, an educational advancement payment may be denied if a faculty member fails to obtain written approval from their dean or supervisor before starting to earn the credits or funds are unavailable.
  - 2. Amounts: The dean/supervisor may limit in advance the number of credits for which a faculty member may receive a payment if s/he finds that the enrollments are likely to interfere with the faculty member's performance of instructional responsibilities.
- F. Claiming payments
- 1. Procedure: Eligible faculty who wish to receive an educational advancement payment or reimbursement must report the academic credits earned or payments made to the Human Resources office through the form designated for that purpose. The report form must be accompanied by the documentation specified in 21.6.A and a transcript showing a final passing grade for the credits claimed.
  - 2. Carry-over: A faculty member may carry over educational advancement credits until s/he has obtained the fifteen which are required for a specific payment, but not for more than three calendar years from when they were earned.

## **21.7 Professional development funding**

- 1. Professional development pool: Each fiscal year, \$40,000 shall be available for use by tenured, tenure-track, and full-time adjunct faculty members for purposes of attending educational activities which directly relate to their College responsibilities. This pool of funds shall be divided among requesting faculty by the UMG meeting under § 3.14. This funding can be used to compensate part-time adjuncts to attend in-service and on-campus training activities when approved by their dean and subject to both the availability of funds and approval by both the UMG and VPI.
- 2. Processing: These payments will be made directly to the training provider or paid to the faculty member either (a) as an expense advance or (b) as reimbursement upon receiving proof of successful completion of the activity

and of the expenditures made. Professional development reimbursement dollars may not be claimed or used for the same class or activity for which educational advancement reimbursement dollars are claimed or used.

### **21.8 Third-party cost reimbursement**

#### **A. Current employees**

The Employer will pay or reimburse the reasonable expense of a background check, immunization, urinalysis, or medical procedure for a current faculty member when this is required by a clinical site or other third party in order for the faculty member to perform assigned duties involving that party. However, if that expense may be covered by the employee's health insurance, that insurance possibility must be exhausted first.

### **21.10 Exclusions**

To the extent that a faculty member is providing the following types of instruction, they are excluded from this Agreement and their compensation is subject to individual negotiation with the College:

- A. Continuing education, community service, and self-supporting classes;
- B. Contract training provided to a third party, when that training is self-supporting;
- C. Pilot trainers performing primarily flight and flight simulator instruction.

### **21.11 Transition from salary schedule**

- A. Once faculty increments for the 2016-2017 year are paid out this salary schedule will no longer be applicable to faculty salaries. Instead, faculty meeting the expectations of the PDU article will receive an annual increment of \$1,000 (not subject to a COLA) with a faculty base salary cap overall of \$84,000 that will be subject to COLA increases.
- B. Faculty will be placed at a starting salary determined by a market analysis completed by the Human Resources Office in coordination with the VPI, but no less than \$54,000 per year.

## **ARTICLE 22 - PAY DAY / TRANSPORTATION REIMBURSEMENT**

### **22.1 Pay practices**

- A. In accordance with state law, pay days will be the 10<sup>th</sup> and 25<sup>th</sup> of each month. If the 10<sup>th</sup> or the 25<sup>th</sup> falls on a Saturday, pay day will be on Friday; if the 10<sup>th</sup> or 25<sup>th</sup> falls on a Sunday, pay day will be on a Monday. In the event that Monday is a holiday, pay day will be on the preceding Friday.
- B. All compensation owed to a faculty member who is leaving employment shall be paid at the next pay period following the final day of employment.

### **22.2 Transportation reimbursement**

When authorized in advance by the faculty member's supervisor, mileage reimbursement for use of the employee's personal vehicle for College business will be at the Internal Revenue Service rate as authorized by the Office of Financial Management.

## **ARTICLE 23 - EXISTING POLICY AND NOTICE OF POLICY ADDITIONS AND / OR CHANGES**

### **23.1 Primacy**

This Agreement shall supersede any rules, regulations, or practices of the Employer, written or unwritten, which shall be contrary or inconsistent. The terms of this Agreement shall be incorporated into and be considered a part of any established personnel policies of the Employer affecting the employees covered by this Agreement. Existing Employer policies, resolutions, rules, regulations, or practices not in conflict with this Agreement shall remain operative.

### **23.2 Changes notification**

The Employer shall notify the Federation President of contemplated new or amended policies affecting employees working under this Agreement as early as practicable prior to the first meeting of the Board of Trustees to consider such policy. The Employer shall give the Federation reasonable opportunity for providing input before adoption and/or amendment of policy affecting such employees.

## **ARTICLE 24 - MATTERS COVERED IN COMPLETE AGREEMENT AND CONFORMITY TO LAW**

### **24.1 Zipper clause**

Each party has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the full and complete agreement on all bargainable issues between the parties, and except as mandated by the Public Employment Relations Commission, neither party shall be required during the term of the Agreement to bargain additional issues.

### **24.2 Lawfulness**

Both parties believe that all provisions of this Agreement are lawful. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of the Agreement shall continue in full force and effect.

## **ARTICLE 25 - COPYRIGHT / MATERIALS OWNERSHIP / INTELLECTUAL PROPERTY**

### **25.1 Individual only**

The ownership of any materials whether print or non-print, processes, or inventions developed solely through the faculty member's individual efforts and expense shall vest with the faculty member and be copyrighted or patented, if at all, in their name.

### **25.2 Work for hire**

The ownership of materials whether print or non-print, processes, or inventions produced solely for the College and/or at College expense shall vest in the College and be copyrighted or patented, if at all, in the College's name.



**25.3 Mingled resources**

When materials, whether print or non-print, processes, or inventions are produced by a faculty member with College or State support, by way of the use of significant personnel, time, facilities or other College or State resources, the ownership of the materials, processes, or inventions shall vest in (and may be copyrighted or patented by) the person or entity designated by written agreement between the parties. In the event no written agreement is entered into, the ownership shall vest with the College.

**ARTICLE 26 - DURATION**

**26.1 Complete agreement**

This Agreement constitutes the entire negotiated agreement between the Employer and the Federation and supersedes any previous agreements, rules, regulations, policies or understandings, whether oral or written, between the parties.

**26.2 Term**

This Agreement shall be effective the day it is executed by both parties, and shall remain in full force and effect through June 30, 2020.

**26.3 Extensions**

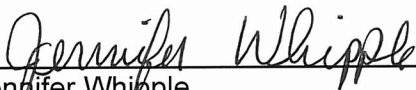
Any extension of this Agreement shall only be done in writing. During the term specified, this Agreement may be altered, added to, or deleted from only through the voluntary, mutual consent of the parties.

DATED December 7, 2017.

WASHINGTON FEDERATION OF  
TEACHERS, Local 3913



Elaine Holster  
Co-President




Jennifer Whipple  
Co-President

CLOVER PARK TECHNICAL COLLEGE



Dr. Joyce Loveday  
President



Tawny M. Dotson  
Chief Negotiator for the College, Vice  
President for Strategic Development

Bargaining Team Members:

Kezia Clark  
Maureen Sparks  
Nancy Kennedy

Bargaining Team Members:

Mabel Edmonds  
Larry Clark  
Michelle Hillesland

**Appendix I (effective 7-1-17)**

**Clover Park Technical College**

**Special Rates:**

- Late-start stipend (annual rate): \$1,200 [21.4.D.2]
- In-service for full-time adjunct faculty is included in the prorated salary, per 21.4.C.
- Program Lead Stipend: Faculty serving in a program lead role to meet the requirements of accreditation and appointed by their dean to this role via contract will earn an annual stipend of \$500.

**Special services rates for adjunct faculty and full-time faculty on moonlighting contracts:**

- Per Credit rate: \$656.57
- Curriculum Development rate: \$26 per hour
- In-service rate: \$24 per hour
- Online and Distance Learning rate: Thirty (\$30) dollars per course credit for each student who is enrolled on the tenth day of the quarter, prorated over the remaining pay periods on the quarter following the submission of the tenth day reports.
- Substitute rate: \$30 per hour