

PCFA CONTRACT 2021-2024

PENINSULA COLLEGE–P.C.F.A. 2021-2024 CONTRACT

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Preamble

This contract, between the Board of Trustees of Peninsula College, Community College District No. 1, and the Peninsula College Faculty Association, Local 3439, hereinafter called the Association, affiliated with the Washington Federation of Teachers (WFT) and the American Federation of Teachers (AFT), shall apply to those full-time and part-time academic employees employed by the College. Department of Corrections (D.O.C.) education academic employees employed under the interagency agreement with the State Board for Community and Technical Colleges for Corrections education are covered only by Appendix A. Appendix A is not applicable to non-corrections academic employees.

The terms Employer, Board, or College used hereinafter shall mean the Board of Trustees or its lawfully delegated representative(s).

Article 1: Recognition

- 1.1 The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52.020.
- 1.2 For the purposes of this Contract, the term "faculty member" shall be synonymous with "academic employee" as defined in RCW 28B.52.020 ("...means any teacher, counselor, librarian ... whether full or part-time, with the exception of the chief administrative officer of, and any administrator in, each college district"). All other employees are excluded from the provisions of this Contract.

Article 2: Compliance and Conformity to Law

- 2.1 Employment Notice: All employment notices shall be subject to and consistent with Washington State Law and the terms and conditions of this Contract. Any notice hereinafter issued shall be subject to the terms of this Contract between the Board and the Association. This Contract, however, shall not abrogate the rights of any academic employee under the provisions of RCW 28B.52.050. If any notice contains language inconsistent with this Contract, this Contract shall prevail unless Contract provisions are superseded by law or legislative action.
- 2.2 Should any section of this Contract be found contrary to existing law, the remainder of the Contract shall not be affected thereby. In such case, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such section.

Article 3: Management Rights

The Board of Trustees has the responsibility and authority authorized in RCW 28B.50.140 to manage and direct the operations and activities of Community College District No. 1. The exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Contract.

Article 4: Association Rights

- 4.1 **Exclusivity:** The rights and privileges of the Association as the exclusive collective bargaining representative and those rights and privileges accorded to the Association by this Contract, shall not be granted or extended to any competing labor organization except as directed by the Washington Public Employment Relations Commission (PERC) or applicable statute.
- 4.2 **Parking fees:** All academic employees assigned a parking space will pay an annual parking fee, to be paid fall, winter, and spring quarters, to assist in supporting parking lot maintenance. All parking fees will be paid by payroll deduction unless other arrangements are made.
- 4.3 **Miscellaneous Deductions:** The Employer agrees to provide, upon receipt of authorization from the eligible employee, payroll deductions from the employee's salary for: Association membership dues, insurance plans, tax-sheltered annuities, or other plans provided that such deductions are in accordance with state law, federal law, OFM regulations, and provided that any plan not offered to employees by the State of Washington have a minimum of six subscribers. The Employer shall also make, when authorized by employees, deductions to a political action committee provided at least 25 employees have indicated a desire to have such deductions.
- 4.4 **Association/Employer Committee:**
 - 4.4.1 Both parties agree that its representatives shall meet at a time and place mutually agreeable for the purpose of reviewing implementation of this Agreement Contract and other areas of mutual concern. Committee membership shall consist of two (2) employees appointed by the Association, and two (2) employees appointed by the Employer. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Contract.
 - 4.4.2 Both parties shall submit an agenda of items they wish to discuss. Neither party shall have control over the selection of the representation of the other party.
 - 4.4.3 Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this Agreement Contract.
- 4.5 **Use of District Facilities:** The Association and its representatives shall have the right to use College buildings, equipment and space owned by or assigned to the College without charge for Association meetings. Facilities shall be reserved through

appropriate scheduling procedures and used according to established operational procedures.

- 4.6 **Posting and Distribution of Materials:** The Association shall have the exclusive right to post notices of their activities and matters of Association concern on a bulletin board(s) or intranet web site designated for such use and to distribute such notices in academic employee mailboxes, email and social media.
- 4.7 **Association Information:** The Employer agrees to furnish the Association information as requested to assist the Association in contract negotiations, in support of any grievance, and/or support of any employee against whom a complaint is filed or pending. This shall include complaints involving dismissal. Confidential personnel information shall be furnished only in accordance with District policy and state and federal regulations.
- 4.8 **Attendance at Board meetings:** The President of the PCFA or designee shall be encouraged to attend all regular or special meetings of the Board other than executive sessions and shall be released from assigned duties in order to attend. The Board shall place on the agenda of each meeting an item entitled "PCFA Report."
- 4.9 **Contract distribution:** A copy of this Contract shall be made available online. A printed copy will be made available upon request to the Human Resource Office.

Article 5: Non-Discrimination

- 5.1 **Non-discrimination:** Community College District No. 1, Peninsula College, is committed to a policy of non-discrimination against any person because of race; creed; color; religion, national origin; families with children; sex; marital status; sexual orientation, including gender identity; age; honorably discharged veteran or military status; genetic information, or the presence of any sensory, mental, or physical disability and the use of a trained dog guide or service animal by a person with a disability in its programs and activities.
- 5.2 **Association Membership:** The Employer shall recognize the right of academic employees to organize, join, and support the Association and its activities. The Employer agrees it will not discriminate against any academic employee because of membership in the Association or because of any action taken within the duly established grievance procedure.

Article 6: Academic Freedom

- 6.1 The Employer and the Association agree that academic freedom is essential to the fulfillment of the purposes of Peninsula College and acknowledge the fundamental need to protect employees from censorship or restraint that might interfere with their obligations in the performance of their professional duties.
- 6.2 As professionals in their respective disciplines, academic employees are free to select the content and methods through which they discharge their responsibilities as instructors, counselors, and library/media specialists. They are free to select textbooks, software, resource persons, and materials required to carry out their assigned responsibilities consistent with academic unit standards, master course outcomes and reasonable financial restrictions determined by the Employer.

Article 7: Academic Employee Rights

- 7.1 **Right to Due Process:** The Academic Employee has the right to due process which may include an informal and/or formal process.
- 7.1.1 When an instance or complaint arises that is of such nature that the administration believe it warrants further clarification, outside those covered in Board Policy #503: Gender Equity, the administration may first try to resolve the issue in confidence with the employee through the informal process. Steps of the Informal Process outlined in 7.1.2 below are not considered official actions.
- 7.1.2 **Informal Process:** Nothing herein shall be construed to preclude administrative personnel from attempting to resolve problems with an academic employee member in confidence as long as such resolution does not violate the Contract.
- 7.1.3 Prior to initiating the formal steps of due process in 7.1.5 below, the employer may meet with the employee unless the employee declines. In such case, the employer may initiate the formal process outlined in 7.1.5.
- 7.1.4 If during the informal meeting, either party believes that discipline may result, either party can terminate the meeting until Association representation is available. A written record of this informal process may be kept in a supervisor's informal file as authorized in 7.2.10. If the matter cannot be or is not resolved in the informal process, then the complaint shall be committed to written form and placed in the employee's personnel file following the process outlined in Section 7.2.
- 7.1.5 **Formal Process:** No academic employee shall be officially reprimanded, disciplined, dismissed, or reduced in compensation without sufficient cause. Official actions are the results of the formal process outlined herein and shall be those that are documented, reviewed by the academic employee, and placed in the academic employee's personnel file.
- 7.1.6 Any charges against an academic employee which may result in an official reprimand, discipline, dismissal, or reduction in compensation shall be made in writing and conveyed to the employee in person or by certified mail and shall include notification that the employee is entitled to representation at any meeting called regarding this issue.. Notification shall also be sent to the PCFA President prior to the meeting.
- 7.1.7 An academic employee member shall have the right to have one individual of his/her choice present at any meeting wherein the academic employee member believes he/she may be officially reprimanded, disciplined, or denied rights available under this Contract

and may delay the meeting for up to five (5) days until his/her representative is available. In the event the employee chooses not to be represented by the Association, the Association shall have the right to attend any such meeting to represent the interest of the Association.

7.2 Personnel Files:

- 7.2.1 Copies of materials in the official personnel files shall be confidential and shall be restricted to use at formal institutional meetings, for normal administrative requirements, or when otherwise required by law.
- 7.2.2 Each academic employee shall have access to his/her own personnel file during normal working hours upon reasonable advance notification and/or may designate in writing a representative of his/her choice for such access.
- 7.2.3 An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel file other than those authorized in section 7.2.1.
- 7.2.4 The employer may place derogatory materials in the personnel file. The academic employee will be invited to read and append answers to any charges, complaints, or statements involved.
- 7.2.5 The academic employee shall then sign the derogatory materials within 5 academic calendar days of being notified that materials will be placed in his/her personnel file and return the materials to the employer.
- 7.2.6 Failure by the employee to sign the document(s) shall not preclude the employer from placing said material in the personnel file. In such an instance, the employer shall attach written documentation confirming the process used to afford the academic employee the opportunity to read and acknowledge the material(s).
- 7.2.7 Signing does not necessarily imply agreement with the statements contained in the materials.
- 7.2.8 If there is no recurrence of issues related to the derogatory materials placed in the file, such materials will cease to be valid for future disciplinary action after thirty six (36) months.
- 7.2.9 Materials placed in the personnel file will not be removed without the knowledge of the academic employee member.
- 7.2.10 Only one official personnel file shall be kept by the employer. This, however, shall not preclude the maintenance of all lawful payroll records by the Human Resource Office, nor vocational certification records, nor working files for the purpose of performance appraisal or resolution of complaints.

- 7.2.11 Any materials to be used by the employer in initiating disciplinary action against an employee shall be given to the employee and the original materials shall be placed in that employee's personnel file at the time the Formal Process is initiated. If there are items that are impractical to copy, a description of the item will be placed in the personnel file and given to the employee. Reasonable security and access to stored materials must be provided to the employee.
- 7.2.12 Additional materials not properly placed in the employee's personnel file cannot be used against the employee. Newly discovered material must follow the process outlined in 7.2.11 before being used against the employee.
- 7.2.13 An exception to this section shall be an emergency in which the College President may decide that immediate suspension or other action is in the best interest of employees, students, or the College. Documentation in such instances shall be placed in personnel files within a reasonable time not to exceed thirty (30) calendar days.
- 7.3 **Working Conditions:**
- 7.3.1 Academic employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, well-being, or the health and safety of students.
- 7.3.2 Room capacity shall conform to local fire codes.
- 7.3.3 When making room assignments, the Employer shall attempt to assign classrooms according to specific course content, objectives, teaching styles, and availability.
- 7.4 **Board Policies:** Academic employees may access the Board policies on-line. Any inconsistency between Board policy and this contract will go to the Association/Employer committee. All Employer policies, procedures, and regulations shall be made available online upon approval.
- 7.5 **Insurance:** The Employer shall contribute to state-authorized insurance plans according to state regulations and the requirements of the Public Employees' Benefits Board for eligible academic employees.
- 7.5.1 All premiums in excess of the amount specified by state law and insurance regulations shall be borne by the employee.
- 7.5.2 During periods of authorized leave without pay, employees may choose to continue in authorized insurance programs by self-paying premiums assessed by the Health Care Authority.
- 7.5.3 Employer insurance premium contributions shall be made for all academic employees, only for months for which they are eligible.

Article 8: Leave

- 8.1 **Types of leaves:** It shall be the policy of Peninsula College to grant leave to academic employee for purposes such as: professional development, sabbatical, family medical leave, military, bereavement, personal illness or injury, special personal, and others as approved.
- 8.2 **Academic Employee responsibility:** It shall be the responsibility of the academic employee to report absences and submit leave reports in a timely manner.
- 8.3 **Conditions that apply to request and approval:**
- 8.3.1 **Duration:** This Article shall apply to all leaves for periods of one day or more. A leave, if granted, shall be for a period of time up to one year.
- 8.3.2 **Application for leave:** Application for leave shall be made using the College leave reporting process
- 8.3.3 **Continuation of employee benefits:** All employee benefits shall continue during the period of leave except as defined by State regulation.
- 8.3.4 **Academic employee obligations:** Employees on leave of absence may be required to meet certain obligations relating to their leave status.
- 8.3.5 **Other income:** Academic employees on paid leave, or who are applying for such leave, who receive or expect to receive income for professional services during the period of leave shall be required to report such income as a condition of their leave status.
- 8.3.6 **Reimbursement of expenses:** The College shall reimburse academic employee on leave for travel and related living expenses when such travel and expenses are in the interest of the College and approved by the appropriate vice president.
- 8.4 **General Leaves**
- 8.4.1 **Leaves of Absence:** Leave of absence shall mean approved absence from duty without pay.
- 8.4.1.1 It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not exceed one (1) calendar year without approved leave extension.
- 8.4.1.2 An approved leave of absence shall provide the academic employee with assurance of reemployment without loss of seniority or other benefits; however, no seniority credit or benefit provisions shall accrue during a leave of absence.

- 8.4.1.3 A leave request shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, participation as an exchange teacher, serving as officer or staff member of a professional organization, or appointment or election to a political or public office.
- 8.4.2 **Professional Leave** Professional leave is neither accumulative nor deductible from other leave to which the academic employee is entitled.
- 8.4.2.1 **Meetings/Workshops:** Academic employees may be granted leave to attend meetings/conferences. A TRAVEL/TRIP REQUEST form shall be submitted to the appropriate vice president or designee for authorization at least five (5) calendar days prior to the meeting or as soon as possible if the academic employee has less than five (5) calendar days' notice.
- 8.4.2.2 **Academic Employee Exchange Leave:**
- 8.4.2.2.1 Full-time or annualized associate academic employees may wish to arrange an exchange of work assignment with a qualified colleague at an appropriate institution in industry, education, government, or other place of employment. Such professional exchange requires that the academic employee's replacement at Peninsula College be qualified to perform the academic employee's normally contracted duties or to perform other assignments of equal or higher priority.
- 8.4.2.2.2 While participating in such an exchange, the academic employee shall officially continue as a full-time or annualized associate academic employee of Peninsula College.
- 8.4.2.2.3 The President must approve all exchange arrangements.
- 8.5 **Sabbatical Leave:** Refer to Article 12, Section 2
- 8.6 **Emergency Leave:**
- 8.6.1 Emergency leave with pay may be granted to full-time and annualized associate academic employees not to exceed five (5) days per employee per year.
- 8.6.2 Situations in which emergency leave shall be granted are as follows:
- 8.6.2.1 when preplanning is not possible;
- 8.6.2.2 when the problem is of major importance, not a matter of mere convenience, including emergency medical, dental, or optical appointments.
- 8.6.2.3 Applicants shall request leave within thirty (30) days after the date of absence.
- 8.6.2.4 Leave in this category will be deducted from academic employee's non-compensable leave balance.

8.7 **Bereavement Leave**

8.7.1 For all full-time and annualized associate academic employees, up to five (5) days will be allowed as bereavement leave for each occurrence of a death in the immediate family as defined below. Individuals may negotiate additional bereavement time with the appropriate supervisor on a case-by-case basis due to extenuating circumstances. Any additional time granted upon agreement of the employee and supervisor is subject to 8.7.4.

8.7.2 The immediate family shall be interpreted to include the parents (including step parents), siblings, spouse, domestic partner, child (including step child), parents-in-law, domestic partner's parents, brother-in-law, sister-in-law, grandparents, grandchildren, foster children and other parties for whom the employee has a legal guardianship.

8.7.3 When death occurs outside the immediate family, an academic employee desiring bereavement leave must make special request to the appropriate Vice President.

8.7.4 Leave in this category will be deducted from academic employee's non-compensable leave balance.

8.8 **Military Leave:** Military leave shall be granted to an academic employee under the provisions of the applicable federal and state statutes.

8.9 **Civic/Jury Duty/Subpoena Leave:** Should an academic employee be summoned to jury duty, the College will release the employee.

8.9.1 Every effort will be made to find a qualified replacement for the academic employee called; however, if a qualified replacement cannot be found, the court will be requested to release the employee(s) from jury duty.

8.9.2 An academic employee serving on jury duty shall be paid his/her regular salary.

8.9.3 Academic employees will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salary. This exclusion shall not apply when the employee is named as plaintiff or defendant while in the performance of College duties.

8.10 **Domestic Violence Leave:** Academic Employees may use sick leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

8.11 **Family Medical Leave:**

8.11.1 Peninsula College grants up to twelve weeks of family medical leave during a twelve-month period to eligible academic employees in accordance with the Family Medical Leave Act of 1993 (FMLA) for the following reasons:

8.11.1.1 Parental leave for the birth and care for a newborn child or the placement and care for adoption or foster care of a child;

- 8.11.1.2 Personal medical leave due to the employee's own serious health condition;
- 8.11.1.3 Family medical leave to care of a spouse, child, parent or domestic partner who suffers from a serious health condition;
- 8.11.1.4 A qualified exigency as defined by the Department of Labor arising from the fact that the spouse, child or parent of the employee is on active duty or has been notified of an impending call to active duty.
- 8.11.2 Twenty six weeks of Service Member Family Medical Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin of an injured or seriously ill service member when the illness or injury is incurred in the line of duty.
- 8.11.3 The College defines the twelve month period for FML as beginning on the first date such leave is taken and running for the 12-month period.
- 8.11.4 An academic employee needing Family Medical Leave should, when possible, complete a FMLA request form prior to the commencement of the leave.
- 8.11.5 Such leave may be paid, following the FMLA Peninsula College Board Procedure 219.01.
- 8.11.6 The "Paid Family and Medical Leave" (PFML) program is a statewide insurance program that offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events after establishing eligibility. To fund this program, employers and employees split the cost of the premiums that go into a fund managed by the Washington State Employment Security Department (ESD).
- 8.11.6.1 Paid Family and Medical Leave is funded through premiums paid by both employees and employers, as determined by the legislature.
- 8.11.6.2 Per RCW 50A.05, the Peninsula College Faculty Association authorizes Peninsula College to withhold faculty premiums for the Paid Family and Medical Leave (PFML) program. Peninsula College agrees to pay the Employer's portion of the premiums.

8.12 Sick Leave

- 8.12.1 Sick leave will be provided to academic employees for the following:
 - 8.12.1.1 Illness, disability, or injury that has prevented the academic employee from performing required duties;
 - 8.12.1.2 Illness in the immediate family which requires the employee to provide immediate necessary care of the patient or to make arrangements for extended care (Immediate family is defined as for bereavement leave);

- 8.12.1.3 When serious illness occurs outside the immediate family which requires the employee to provide immediate necessary care of the patient or make arrangements for extended care, an academic employee desiring the use of sick leave must make a special request to the appropriate Vice President.
- 8.12.2 **Duration:** Peninsula College grants up to twelve weeks of family and medical leave during a twelve-month period to eligible academic employee in accordance with the Family Medical Leave Act of 1993. The College defines the twelve month period for FML as beginning on the first date such leave is taken and running for the 12-month period.
- 8.12.3 **Notification:** In case of illness or injury to the employee or immediate family member, that employee or designee must report to the office of the chief instructional administrator or designee as soon as it becomes apparent that he/she will be unable to meet classes or perform assigned duties. The employee must keep the chief instructional administrator or designee informed of progress and expected date of return to duty. An academic employee must submit a leave report upon return to work.
- 8.12.4 **Transferability:** Accumulated sick leave for full-time, associate academic employees, or part-time faculty shall be transferred from one community college district to another in accordance with applicable statute. All leave transferred into this District shall be computed for compensability on the same basis as leave accumulated with the District.
- 8.12.5 **Accumulation of Leave:**
- 8.12.5.1 Full-time academic employees shall have posted to their leave records a credit of twelve (12) days of sick leave accumulated at the rate of one day (8 hours) per calendar month. Such days shall be deemed compensable for any month during which full-time contractual days are worked (normally ten (10) days). The remaining days, (normally two days), shall be non-compensable. Pursuant to RCW 28B.50.551, each academic employee's unused sick leave allowance shall accumulate from month to month without limit.
- 8.12.5.2 Annualized associate academic employee shall accumulate leave based on one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Annualized associate academic employees will not accrue sick leave in the summer quarter.
- 8.12.5.2.1 Individuals who are employed full-time in concurrent annual associate academic employee/administrative assignments shall accumulate leave according to Section 8.11.5.1.
- 8.12.5.3 Part-time academic employees, beginning the first quarter of employment, shall

accumulate sick leave on the basis of one day (8-hour) per month, prorated to reflect the percentage of full-time load. Recognizing that teaching loads fluctuate within the quarter, accrual will be based on a prorated 8-hour day at time of accrual (end of month.) This accrual will be credited to compensable sick leave.

8.12.5.3.1 Part-time academic employee leave usage shall be prorated to reflect the percentage of full-time load at time of usage. Leave cannot be used in advance of accrual. Leave can only be used when the employee is under a current contract status.

8.12.5.3.2 Moonlight appointments do not accrue leave, as those academic employees are already accruing at the maximum allowed by law.

8.13 **Compensability:** Compensability of leave shall be according to RCW 28B.50.553.

8.14 **Leave Usage:** No deduction in pay will be made up to the total number of days of accrued leave. Deductions from accrued sick leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave and bereavement leave, shall first be charged to non-compensable days until such account is exhausted. Leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual/quarterly contract for each day of absence. Academic employees may be eligible for the shared leave program.

8.15 **Leave Usage Chart**

Compensable Sick Leave (S)	Non-compensable Sick Leave (N)
Employee injury/illness	Emergency Leave
Family injury/illness	Bereavement Leave

8.16 **Personal Leave:**

8.16.1 Full-time annually contracted academic employee shall receive two personal leave days per academic year (September-June). One personal leave day may not be taken on a scheduled teaching day or on the day of commencement. Personal leave does not accumulate and lapses at end of the contract year if not used.

8.16.2 Annualized associate academic employee shall have one personal leave day per

academic year, teaching or non-teaching. Personal leave days shall be non-cumulative and shall be arranged in advance with the appropriate chief instructional administrator or designee.

- 8.17 **Special Leave Consideration (Full-time Academic employees):** Efforts shall be made to give special consideration in terms of either sabbatical leave or professional leave of absence as appropriate without pay to academic employees who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are threatened with reduction in force (RIF) and wish to retrain for another position currently available or planned to be available at the College.
- 8.18 **Life Giving Leave:** Academic employees are authorized paid leave for up to 5 (five) days in a two year period for the sole purpose of participating in “medically supervised procedures involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments.” This leave is not deducted from any other leave balance.
- 8.19 **Leave for Reason of Faith and Conscience:** Academic employees are authorized two unpaid holidays per calendar year for a reason of faith and conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization

Article 9: Appointments and Titles

9.1 **Appointment Categories.** Academic employee as defined herein shall be hired in one of the following appointment categories.

9.1.1 **Full-Time Academic Employee Appointments:** An appointment for a full load as defined in Article 10. Full time academic employees are paid from the full time salary schedule (Appendix B). All full-time appointments shall be in one of the following categories:

9.1.1.1 **Tenured:** An appointment for an indefinite period of time that may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington

9.1.1.2 **Probationary:** An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment as defined by the laws of the State of Washington. Such appointments are contracted on an annual basis. At the end of the probationary period, by the last Board meeting of winter quarter, the Board of Trustees may grant or deny tenure to the employee. At the end of the probationary period the employee shall obtain tenure as appropriate to the employee's assignment if no action was taken by the Board of Trustees.

9.1.1.3 **Temporary:** An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment

9.1.1.3.1 Such appointments are contracted on an annual or quarterly basis, at the discretion of the President.

9.1.1.3.2 A temporary appointment does not constitute a probationary appointment and a temporary appointment does not lead to eligibility for tenure consideration, RCW 28B.50.851(2)(a), unless probationary status is specifically awarded by action of the Employer.

9.1.1.3.3 All temporary appointments expire at the end of the contracted period without further action of the Employer.

9.1.1.3.4 Temporary appointments may be made in the following categories:

9.1.1.3.4.1 An appointment which is funded by federal monies or other special funds as

defined by RCW 28B.50.851.2(b).

9.1.1.3.4.2 An appointment to replace a tenured employee who has been granted leave.

9.1.1.3.4.3 Other appointments as determined by the President.

9.1.2 **Part-time Appointments:** An appointment for less than a full time annual instructional load as defined in the workload section of this Contract shall be defined as a part-time appointment. Categories of part-time academic employee shall be established as follows:

9.1.2.1 **Annualized Associate Academic Employee:** When an expected annual workload is over 50% but less than 100%, a position may be designated as Annualized Associate by the Chief Instructional Administrator/designee or Vice President for Student Services/designee. Such decisions are based upon factors such as enrollment, College revenue, program needs, and other institutional priorities.

9.1.2.1.1 Annualized Associate academic employee shall be compensated pro rata from the full-time academic employee salary schedule – Appendix B, shall carry academic employee benefits as defined herein for associate academic employee, and shall carry pro rata non-instructional responsibilities.

9.1.2.1.2 Such employment contracts will specify only a minimum employment level of fifty (50) percent annually as assigned by the Chief Instructional Administrator or designee or Vice President for Student Services depending upon the needs of the College programs.

9.1.2.1.3 Such appointments are for one year only and may be renewed with the approval of the Chief Instructional Administrator or Vice President for Student Services.

9.1.2.1.4 The calculation of percentage of load for determining annualized associate academic employee status shall conform to the full-time load stipulations as described in Article 10, Section 2. Calculations for determining percentage of full-time teaching load shall be limited to credit-bearing courses.

9.1.2.2 **Conversion of Annualized Associate Positions to Tenure-Track Positions:** Annualized Associate positions may be converted to tenure-track positions. Decisions about such conversions are contingent upon factors such as successful faculty evaluations and the completion of a competitive search.

9.1.2.2.1 Evaluation of Associate faculty will occur during year 1 and every 3 years

thereafter depending on position continuance. At the end of every 3-year evaluation, the Employer determines whether or not that position will be established as tenure-track.

- 9.1.2.2.1.1 The evaluation of academic employees filling Annualized Associate positions will include a self-evaluation, student evaluations, and teaching observations (or equivalent for librarians and counselors).
- 9.1.2.2.2 If the Employer determines that the position will be established as a tenure-track position, the Employer will conduct a competitive search to fill the position. Incumbents will be given an interview for tenure-track positions where minimum requirements of the position have been met.
- 9.1.2.3 **Part-Time Academic employee:** Part-time academic employees shall be appointed for less than an annual full time teaching load and shall be contracted quarterly. There is no seniority for part-time academic employees.
 - 9.1.2.3.1 Such appointments shall be compensated from the part-time salary schedule (Appendix C).
 - 9.1.2.3.2 When part time academic employees are teaching existing classes, they shall teach to department established course specific competencies/learning objectives.
- 9.1.3 **Part-Time Hourly:** Part-time non-instructional academic employees may be hired on an hourly basis, as needed, during peak work periods for such things as advising or other appropriate activities that advance the mission of the college. Payment shall be made at the hourly rate of the part time salary schedule.
- 9.1.4 **Priority of Appointments:** Full-time academic employees shall have priority rights over annualized associate academic employees and part-time academic employees to maintain a full load in class assignments. If not in conflict with scheduling needs, full-time academic employees shall be given first consideration as to the hours (time of day) they teach.
 - 9.1.4.1 Decisions regarding course assignments, including overloads, are made by the Chief Instructional Administrator or designee(s) and are based on criteria such as the alignment of academic employee expertise with course learning outcomes.
- 9.2 **Academic Employee Screening Procedure:**
 - 9.2.1 It shall be the responsibility of the President to employ academic employees, and to notify candidates of their selection.
 - 9.2.2 In implementing this policy, it shall be the responsibility of the President or designee to:

- 9.2.2.1 Identify vacancies and recommend the creation of new positions
- 9.2.2.2 Develop descriptions of qualifications and duties relating to such positions
- 9.2.2.3 Make appropriate announcements of such vacancies
- 9.2.2.4 Prescribe a method of application and an appropriate application format
- 9.2.2.5 Secure appropriate credentials of the candidates;
- 9.2.2.6 Arrange for interviews.
- 9.2.3 **Full-time applicant screening.** It shall be the responsibility of the President to select academic employees according to Chapter 131-16 of the Washington Administrative Code
 - 9.2.3.1 Full-time Arts and Sciences academic employees must have a minimum of a master's degree in the primary academic discipline to be taught.
 - 9.2.3.2 Full-time basic skills academic employees must have a minimum of a bachelor's degree.
 - 9.2.3.3 Professional technical academic employees shall be hired in accordance with WAC 131-16-091. If WAC-131-16-091 is revised, the College and the Association agree to open negotiations on this issue.
 - 9.2.3.4 Counselors and librarians must have a minimum of a master's degree in an appropriate discipline.
- 9.2.4 **Part-time and temporary Arts & Science applicants screening procedure.** It shall be the responsibility of the President or designee to select the successful candidate after securing credentials, arranging for interviews, and considering credentials and experience in the following order:
 - 9.2.4.1 A minimum of a master's degree in the discipline and substantial experience teaching in the discipline
 - 9.2.4.2 A minimum of a master's degree in the subject discipline with little or no teaching experience;
 - 9.2.4.3 A minimum of a master's degree in an allied discipline and substantial experience teaching in the discipline;
 - 9.2.4.4 A minimum of a master's degree in an allied discipline with little or no teaching experience;
 - 9.2.4.5 A minimum of a master's degree in another discipline with substantial credits in the subject discipline and substantial teaching experience;
 - 9.2.4.6 A minimum of a master's degree in another discipline with substantial credits in the subject discipline and experience teaching in the discipline;

- 9.2.4.7 A minimum of a master's degree in another discipline with substantial credits in the subject discipline.

9.3 Titles

- 9.3.1 An Academic Employee shall be classified by title. Title classification shall be updated each year based upon the following minimum criteria.

- 9.3.1.1 Professor: Ten years experience as an academic employee.
9.3.1.2 Associate Professor: Six years experience as an academic employee.
9.3.1.3 Assistant Professor: Three years experience as an academic employee.
9.3.1.4 Instructor: All others

(NOTE: years of experience for purposes of title classification, as referenced above, may not coincide with an individual's step on the salary schedule.)

- 9.3.2 An Annualized Associate Academic Employee shall have the same title privileges preceding the Associate Academic Employee designation and must meet the same minimum requirements.

Annualized Associate titles shall be:

- 9.3.2.1 Professor – Associate Faculty
9.3.2.2 Associate Professor – Associate Faculty
9.3.2.3 Assistant Professor – Associate Faculty
9.3.2.4 Instructor – Associate Faculty

Article 10: Job Descriptions and Workload

10.1 Job Descriptions for Classroom Academic Employees, Librarians, and Counselors

- 10.1.1 **Classroom Academic Employees:** Academic employees assigned to teach shall perform the duties enumerated in Article 10.1.1. In addition, Professional Technical academic employees shall attain/maintain vocational certification in accordance with WAC 131-16 Personnel Standards. The assignment for classroom academic employee is to:
- 10.1.1.1 Develop, assess, improve, and deliver curriculum;
 - 10.1.1.2 Teach assigned courses in accordance with course descriptions and learning outcomes outlined in the syllabi;
 - 10.1.1.3 Gather, organize and/or create course materials that facilitate learning;
 - 10.1.1.4 Utilize appropriate technology to facilitate teaching and learning;
 - 10.1.1.5 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college policies;
 - 10.1.1.6 Through the course syllabus, orient students at the beginning of each course to the objectives of the course, learning outcomes, assessment methods, basis of grading, attendance requirements, the nature of assignments and class requirements;
 - 10.1.1.7 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;
 - 10.1.1.8 Provide records and data needed to comply with federal and state requirements and regional accreditation standards;
 - 10.1.1.9 Maintain regularly scheduled and posted office hours for assisting students;
- Full-time classroom academic employees:**
- 10.1.1.10 Participate in student academic advising;
 - 10.1.1.11 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;
 - 10.1.1.12 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned;
 - 10.1.1.13 Participate in scheduled division meetings and academic employee meetings;
 - 10.1.1.14 Create and regularly update a Professional Development Plan that ensures

continuing education and ongoing currency in one's instructional area and current pedagogies;

10.1.1.15 Participate in annual planning and assessment.

10.1.2 **Librarians:** Librarians shall provide instructional and consultative services to the college community within their area of expertise. This includes instruction, research counseling, and professional librarianship. The assignment for librarians is as follows:

10.1.2.1 Develop, assess, improve, and deliver curriculum-based instruction;

10.1.2.2 Provide instructional sessions that achieve the learning outcomes of the Library Media Center (LMC) instructional program and course-specific information competencies;

10.1.2.3 Gather, organize and/or create course materials that facilitate learning;

10.1.2.4 Utilize appropriate, learner-centered technologies in developing and delivering instruction, providing research support, and performing professional duties;

10.1.2.5 Provide learning opportunities to students in instructional sessions in an atmosphere that promotes learning and in a manner consistent with college policies;

10.1.2.6 Orient students at the beginning of each instructional session to the objectives and learning outcomes of the curriculum;

10.1.2.7 Obtain and maintain sufficient data to continuously improve instruction and other librarian duties;

10.1.2.8 Provide records and data needed to comply with federal and state requirements and regional accreditation standards;

10.1.2.9 Maintain regularly scheduled and posted hours for assisting students with research and reference consultations;

Full-time librarians:

10.1.2.10 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;

10.1.2.11 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned;

10.1.2.12 Participate in scheduled Library Media Center meetings;

10.1.2.13 Create and regularly update a Professional Development Plan that ensures

- continuing education and ongoing currency in the field of information science;
- 10.1.2.14 Participate in annual planning and assessment.
- 10.1.3 **Counselors:** The assignment for counselors is to provide individual and group counseling services to prospective and current students. The assignment for counselors may include:
 - 10.1.3.1 Provide guidance and career counseling to prospective and enrolled students;
 - 10.1.3.2 Provide intake interviews and advising for students prior to assigning them to teaching academic employee for advising at the program level;
 - 10.1.3.3 Provide group facilitation or leadership for support groups, special interest groups, etc.;
 - 10.1.3.4 Work with academic employee and staff to provide problem solving for intervention strategies;
 - 10.1.3.5 Provide leadership for programs offered through the Counseling Center;
 - 10.1.3.6 Provide career/life planning classes, workshops and activities;
 - 10.1.3.7 Act as a liaison with college programs of study;
 - 10.1.3.8 Provide educational advising training for academic employee and staff; and
 - 10.1.3.9 Act as a liaison with community businesses and organizations referring prospective students to college;
- Full-time counselors:**
 - 10.1.3.10 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;
 - 10.1.3.11 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned;
 - 10.1.3.12 Participate in annual planning and assessment

10.2 Workload

- 10.2.1 **Classroom Academic Employees:** The normal full-time workload for classroom academic employees shall consist of the following work categories: teaching load, academic advising, office hours, committee assignments, and professional development.
 - 10.2.1.1 **Teaching Load:** The teaching load for classroom academic employees is to be determined by either credit or contact hours. Except for specific instructional

areas listed below, the normal teaching load will be either 15 credits or 20 contact hours per week, whichever is more favorable to the employee. Theory contact hours equal 50 minutes. Guided Practice contact hour and office hour equal 60 minutes.

Discipline	Credit/Qtr	Hours/Week
Auto	20	30
Emergency Medical Tech	17	24
Massage Therapy	16	25
Mathematics, Computer Lab	--	24
Nursing	--	20
PE Activity Course (Lab)	12	24
Welding	16	25
Composites	20	30
Green Building	20	30

- 10.2.1.1.1 The Chief Instructional Administrator, or designee shall make alternative academic employee assignments appropriate to the academic employee's training in consultation with the affected academic employee, in any case where the normal workload is not achieved. Community education, courses may be included in instructors' assignments in order to achieve full-time loads.
- 10.2.1.1.2 Non-transcripted community education offerings shall be excluded from the provisions of this section and not added to percentage of load affecting academic employee workload except as authorized in Section 10.2.1.1.1.
- 10.2.1.1.3 The meeting of scheduled classes is a basic teaching responsibility. When academic employees cannot meet with a scheduled class, academic employees shall notify the appropriate instructional administrator or designee in advance of the class.
- 10.2.1.2 **Academic Advising:** The professional assignment of classroom academic employees includes academic advising. The academic calendar shall include a minimum of one advising day per quarter. Academic employees will advise students assigned to them.

10.2.1.2.1 Up to twenty-five (25) students shall be considered a normal advising load for classroom academic employees. Additional advisees may be assigned in consultation with the academic employee. Faculty may use alternate teaching strategies in order to advise during advising week. Classroom academic employees who accept an advising load over 25 may negotiate with the appropriate supervisor on a case-by-case basis for assistance with managing the advising load.

10.2.2 **Librarians and Counselors:** The normal full-time workload for faculty librarians and counselors is 40 hours per week and shall consist of the duties listed in 10.1.2 and 10.1.3, respectively.

10.2.2.1 Librarians' and Counselors' schedules will be set by the appropriate administrator in each area.

10.2.3 **Office Hours:** Full-time academic employees whose contact hour limit is 24 hours or less shall be expected to keep at least five (5) scheduled office hours per week.

10.2.3.1 Annualized Associate academic employees shall keep office hours proportionate to full-time load in the office provided.

10.2.3.2 All part time academic employees who teach at least fifty percent (50%) will schedule and maintain one hour per week of office time.

10.2.4 **Committees:** Full-time academic employees serve on one to three College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159.

10.2.4.1 The individual academic employees filling the positions of PCFA President and Faculty Senate First Speaker are exempt from this service requirement because these positions are routinely asked to serve on a variety of College committees.

10.2.4.2 Probationary tenure-track faculty may request to be exempted from assignment to standing- and ad hoc committees.

10.2.4.3 Academic employees may, at their discretion, opt to serve on more than three committees.

10.2.5 **Professional Development:** All full-time academic employees create and regularly update a Professional Development Plan in accordance with 10.1. The classroom academic employee's plan will include proposed service on committees.

10.2.5.1 The academic employee Professional Development Plan is created annually and finalized in collaboration with the Office of Instruction.

10.2.5.2 The College will provide both the training and technical support necessary for

academic employees to teach distance learning curricula. Academic employees are not responsible for providing technical support to students or for equipment used by students.

10.3 **Contracted Days**

- 10.3.1 The normal annual contract for full-time academic employee shall consist of 175 contracted days, 162 of which will be instructional days as scheduled in the academic calendar.
- 10.3.2 Exception: A tenured academic employee may request that an annual contract consist of any three of the four scheduled quarters. Approval or denial of such a request shall be based upon preparation of a work plan which is equivalent to the customary academic quarter and shall be at the discretion of the Chief Instructional Administrator or designee.
- 10.3.3 An academic employee work-day is defined as eight (8) hours per day for such purposes as leave usage and salary prorating.
- 10.3.4 The Employer and the Association shall agree on an academic calendar prior to final adoption by the Board.

10.4 **Individual Assignments**

- 10.4.1 The Chief Instructional Administrator or designee, in consultation with academic employees and in accordance with this section, shall make individual assignments for classroom academic employee during instructional days.
- 10.4.2 Specific course assignments will be made in the academic employee's primary area(s) of expertise whenever possible. In the event academic employees are required to teach outside of their primary area(s) of expertise, in order to maintain a normal workload or to maintain an instructional program, the specifics shall be agreed to by the college, the affected employee and the Association.
- 10.4.3 The primary administrator for Instructional Resources shall make individual assignments for librarians; the Vice-President for Student Services shall make assignments for counselors.
- 10.5 **Reassignment of Full-Time or Associate Academic Employees**
- 10.5.1 The Association recognizes the employer's need to provide instruction when and where needed. Change in the assignment of an academic employee shall be made only if such assignment is necessary in order to maintain his/her normal workload or to maintain a program of instruction.
- 10.5.2 Change in the assignment of an academic employee will be made with consultation

and appropriate notice to the employee.

- 10.5.3 If a change in assignment requires an academic employee to commute to an alternative work site, the employer shall pay mileage to the alternative work site or provide a vehicle.

Article 11: Grievance Procedure

- 11.1 A grievance is defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Contract which the Association has bargained.
- 11.2 Eligibility to file. Any academic employee, full or part time, or the Association, may file a grievance. If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.
- 11.3 At each step of the grievance procedure, the Association, as the exclusive representative, has the right to designate the person who will represent the employee on behalf of the union. Any person(s) who might contribute to the resolution of the grievance may be requested by the employee and/or the official Association President or designee to appear and provide relevant information.
- 11.4 Exclusive representation for a grievant shall be through the Association. However, an employee may elect self-representation, provided that the Association is given the opportunity to present and provide information, testimony or evidence at any grievance meeting.
- 11.5 There shall be no reprisal by the Association, the Employer or its employees by reason of involvement in or use of the grievance procedure.
- 11.6 Nothing herein contained shall be construed as limiting the right of any employee to discuss the matter of concern informally with an appropriate member of the administration.
- 11.7 Any grievance processed under the terms of this Article shall be defined clearly and the alleged Contract violations specified.
- 11.8 The Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process. All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled Trustee meetings.
- 11.9 **Computation of Time.**
 - 11.9.1 Working days are defined as those days on which the College is officially open.
 - 11.9.2 Any grievance not presented in writing within thirty (30) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If the Employer fails to comply with the grievance time limits, the grievance shall proceed to the next step. If the grievant fails to comply with the grievance time

limits, the grievance shall be waived. Time limits may be waived or extended by mutual written contract.

11.9.3 For purposes of computing time for filing a grievance only those days which are days as defined in Section 11.9.1 shall be counted in the thirty (30) day time period for filing.

11.9.4 In computing days, day one is the day after the event in question occurs or the day after the academic employee(s) or the Association becomes aware of the alleged violation, whichever is later.

11.9.5 Time limits herein may be extended by mutual written agreement between the Association and the Employer.

11.9.6 All documents, communications, and records of the grievance shall be filed in a file separate from the personnel file(s) of the complainant(s).

11.10 Grievances shall be handled in the following manner:

11.10.1 **Step One: Pre-Grievance:** The employee(s) and/or the Association President or designee shall discuss the contract issue that is giving rise to the potential grievance with the appropriate immediate supervisor. Every effort shall be made to resolve the issue at this level in an informal manner within (twenty) 20 work days.

11.10.2 If the issue is not resolved informally within the twenty (20) days specified, the issue may be moved to the next step by the Association after being converted to a written statement of a grievance by the employee, dated, and signed by the employee and Association President or designee.

11.10.3 The written grievance shall state the specific factual basis of the grievance, the provision or provisions of the Contract involved, and the remedy sought. The Chief Instructional Administrator or designee, shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and giving a copy of the grievance to the Association President or designee. The Chief Instructional Administrator or designee shall hold a grievance meeting within ten (10) work days to hear evidence. Within ten (10) work days of that meeting, the Chief Instructional Administrator or designee shall render a decision and respond to the Association in writing including the reasons upon which the decision is based. It shall be the Association's responsibility to notify the grievant of the decision.

11.10.4 **Step Two:** If no mutual settlement is reached at Step One, the written

grievance may be submitted to the President or a designated representative not more than ten (10) working days after the Chief Instructional Administrator's Step One response.

- 11.10.5 The President or designee shall hold a grievance meeting within ten (10) work days to hear evidence. Within ten (10) work days of the Step Two meeting, the President or designee shall render a decision and respond to the Association in writing including the reasons upon which the decision is based. It shall be the Association's responsibility to notify the grievant of the decision.
- 11.10.6 Representative(s) of the Association shall be present at any meeting involving the grievant. At least three (3) working days' notice of the time and place of the hearing shall be given to all concerned parties. The President's answer shall be deemed to be the final position of the Employer.
- 11.10.7 **Step Three:** If no mutual settlement is reached at Step Two, the Association may, at its sole discretion, within ten (10) working days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated.
- 11.10.8 **Question of Arbitrability:** Any question regarding the substantive or procedural arbitrability of a grievance shall be raised in writing by the College no later than ten days after receiving written notification from the Association of its desire to arbitrate.
- 11.10.8.1 Upon the filing of a demand for arbitration on the merits of any such grievance by the Association in accordance with Article 11.10.7 of this CONTRACT, the College shall have the right to file its own demand for arbitration on the question(s) of arbitrability that it has thus raised, provided that such a demand must be within fifteen (15) calendar days of the Association's demand and provided further that the filing of any such demand by the College shall serve as a stay of the arbitration on the merits until such time as the arbitrability of the grievance is finally decided. Following a decision and award adverse to the College under this Section, arbitration on the merits of the grievance shall proceed.
- 11.10.8.2 The arbitrator selected for purposes of this Section shall have authority to decide all substantive and procedural arbitrability issues raised by the College in its Step Two Determination, and the parties agree to accept the arbitrator's decision and award as final and binding upon them. Except as they may

otherwise be modified by this Section, the powers and duties of the arbitrator shall be as specified in Article 11.10.9 below.

11.10.8.3 Any arbitrator selected for purposes of this Section shall not have authority to rule on the merits of the grievance itself unless otherwise agreed by the parties. The fees and expenses of such arbitrator shall be paid by the losing party unless the arbitrator is also permitted by contract of the parties to rule on the merits of the grievance, in which case the provisions of Article 11.10.9 below shall govern. Should more than one (1) arbitrability question be considered by the arbitrator and should the decision and award constitute a split where one or more but not all such questions are decided in favor of one or the other party, the fees and expenses shall be apportioned to reflect the split.

11.10.8.4 Failure of the College to submit questions of substantive and/or procedural arbitrability to arbitration pursuant to the provisions of this Section shall serve as a bar to the raising of such questions in any arbitration on the merits. Arbitration: Only grievances initiated during the life of this Contract may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this Contract.

11.10.9 **Arbitration**

11.10.9.1 Matters subject to arbitration shall be referred to Public Employment Relations Commission or the American Arbitration Association under voluntary rules.

11.10.9.2 Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Contract and which are presented to the Employer in writing according to the terms of this Contract and which are processed in the manner herein provided shall be subject to arbitration.

11.10.9.2.1 The arbitrator shall have no authority to render a decision or award that modifies, adds to, or subtracts from the provisions or conditions of this Contract or any practices and policies which relate to the terms or working conditions of the employee.

11.10.9.2.2 The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension of this Contract.

11.10.9.2.3 The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties.

- 11.10.9.3 The fees and expenses of the arbitrator shall be borne equally by the parties.
The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association, and the employee(s) affected, consistent with the terms of this Contract.
- 11.10.9.4 Decisions regarding the granting tenure or non-renewal of probationary academic employee at the end of the employment notice term shall not be grievable.

Article 12: Professional Development

12.1 Peninsula College affirms the need for professional development of its academic employees as an important way of improving instruction, morale, and the effectiveness of the College as a whole in serving both students and community members.

12.1.1 Independent research, study, writing, and other creative activity shall be encouraged and shall enhance the instructional effort.

12.1.2 All full-time and annualized associate academic employees shall satisfy the professional development requirements of Chapter 131-16 of the Washington Administrative Code. In addition, each of these academic employees shall develop a five (5) year individual Professional Development Plan. Peninsula College's commitment to faculty professional development includes the awarding of Professional Development Releases, Sabbaticals, and Stipends.

Funds for Professional Development Releases, Sabbaticals, and Stipends shall be allocated in the College budget in addition to any other budget resources available for acceptable professional development activities agreed to by both parties. The specific professional development opportunities described below shall be considered part of professional development funding for full-time and annualized associate academic employees.

12.2 Professional Development Releases

12.2.1 The Employer will fund no fewer than 15 Professional Development Releases each academic year. Professional Development Releases are one-quarter course releases, and the annual total of these awards shall be no less than 75 credits.

12.2.1.1 Full-time and annualized associate librarians and counselors are also eligible for Professional Development Releases. During their scheduled one-quarter Professional Development Releases, such academic employees will be released from $\frac{1}{3}$ of their contact hour workload. Professional Development Releases for full-time and annualized associate librarians and counselors are thus the equivalent of a 5-credit course release.

12.2.1.2 The credit amount of each Professional development release will be flexible with the intent that each full-time and annualized associate faculty member receive one professional development release every 3 years.

12.2.2 The purpose of these releases is for academic employees to devote time to professional development activities, such as, but not limited to, those listed in 12.1.1.

12.3 **Sabbaticals:**

Sabbatical leave is awarded to academic employees for the purpose of improving professional skills and qualifications, program development or improvement, and academic renewal.

- 12.3.1 Sabbatical awards are made at the option of the Employer, who shall decide annually whether a sabbatical leave shall be granted for the following academic year. Normally, one full-time equivalent sabbatical will be funded each year.
- 12.3.2 The President shall set compensation which may be up to 100% of regular salary. No sabbatical leave recipient receiving compensation shall accept any employment for pay during the sabbatical leave period unless approved in advance by the President.
- 12.3.3 Sabbatical leave may be approved for less than one academic year. The Sabbatical and Stipends may recommend that the full-time equivalent sabbatical year be divided into quarters and awarded by quarter to more than one academic employee. An academic employee receiving a partial sabbatical may apply for additional quarters totaling a full-time equivalent in subsequent years.
Awarding of sabbaticals that are less than one full-time equivalent will be discussed with the Association.
- 12.3.4 Initial eligibility for sabbatical leave requires completion of seven (7) years of full-time contracted academic employee service at Peninsula College.
- 12.3.5 Applications for sabbatical leave will be evaluated on a competitive basis by the Sabbatical and Stipends Committee, which will make recommendations to the College President or designee. The College President or designee will review all applications, committee procedures and recommendations.
- 12.3.6 Applications for sabbatical leave must be submitted to the President or designee by the second Friday in November prior to the academic year of sabbatical leave. The committee shall review the applications and forward its recommendation to the College President or designee by the end of November.
- 12.3.7 The President or designee will make a final decision and notify the recipient first, the remaining applicants, and then all faculty no later than the second Friday of December of each year.
- 12.3.8 Academic employees who have received a sabbatical leave award may become eligible for further consideration after seven (7) more full-time years of academic employee service.
- 12.3.9 Sabbatical recipients will be required to:

- 12.3.9.1 Return to the College unless otherwise agreed, for a period equal to the period of sabbatical leave;
- 12.3.9.1.1 The Employer and the academic employee filling an Annualized Associate position may agree to a contract longer than one academic year for the purpose of satisfying 12.3.9.1.
- 12.3.9.2 Follow the plan submitted as a basis for the sabbatical leave request or secure approval from the Employer for an alternative plan;
- 12.3.9.3 Repay all sabbatical leave compensation to the College if provisions of 12.3.9.1 and 12.3.9.2 are not met.
- 12.3.9.4 By the end of the first quarter of their return from sabbatical leave, participants shall present to the Board of Trustees a complete and detailed report covering sabbatical leave activities and achievement of plan objectives.

12.4 **Faculty Stipends:**

“Faculty Stipends,” for the purpose of this section, refer to professional development funding.

- 12.4.1 Faculty Stipend applications are due by the second Friday in May for the following academic year.
- 12.4.2 Faculty Stipend requests shall be evaluated based on considerations as outlined in 12.1. The Sabbatical and Stipends Committee will review applications and make recommendations to the Vice President of Instruction by the third Friday in May. The Vice President of Instruction will make a final decision and will notify all applicants by the final Friday in May. Those offered stipends shall accept or decline the award by the first Friday in June or the offers will be withdrawn.
- 12.4.3 The stipends shall be distributed upon completion of the activity and submission of a brief written report to the Vice President of Instruction or designee.
- 12.4.4 **Special Leave Consideration (Full-time Academic employees):** Special consideration will be given to requests for professional leave of absence without pay for extended professional development for academic employees who wish to retrain for another position currently available or planned to be available at the College.

12.5 **Sabbaticals and Stipends Committee:**

A committee, known as the Peninsula College Sabbatical and Stipends Committee consisting of five (5) tenured academic employees, shall be appointed by the Association. Appointments will be three (3) academic years.

Article 13: Academic Employee Evaluations

13.1 Evaluation Of Tenured And Annualized Associate Faculty

- 13.1.1 Tenured and annualized associate evaluation committees shall consist of the Chief Instructional Administrator or designee, a tenured academic employee chosen by the Dean or Vice President of the evaluatee's administrative unit (Arts and Sciences, Professional and Technical Education, Basic Education for Adults, Library, or Counseling), and a tenured academic employee chosen by the evaluatee.
- 13.1.2 Tenured and annualized associated faculty shall be evaluated no less than once every five (5) years. The evaluation reports shall be forwarded from the responsible committees through the Chief Instructional Administrator to the President.
- 13.1.3 In the spring quarter before the fall quarter of the year in which a tenured or annualized associate faculty member is to be evaluated, the committee shall be formed and the evaluatee notified of the evaluation process.
- 13.1.4 In the quarter before the evaluation, the evaluatee will compile and send to the committee:
 - 13.1.4.1 a completed self evaluation using a format to be prescribed by the committee;
 - 13.1.4.2 one evaluation by students in each class being taught in the quarter of evaluation, using a format approved by the committee (e.g., student evaluation, Small Group Instructional Diagnosis (SGID), on-line);
 - 13.1.4.3 a syllabus for each class taught in the quarter of evaluation;
 - 13.1.4.4 a five (5) year professional development plan;
 - 13.1.4.5 at the discretion of the committee or the evaluatee, a SGID or video tape of one class.
- 13.1.5 Each committee member will observe at least one class and write an evaluation report for each completed observation.
- 13.1.6 The committee will meet with the evaluatee to share its findings and recommendations.
- 13.1.7 The final report will be forwarded to the evaluatee's personnel file with any comments from the evaluatee. The report will recommend either reevaluation in five years, or corrective action and reevaluation in one year.
- 13.1.8 The requirements for an evaluation of a non-teaching evaluatee may necessitate replacing methods of evaluation such as class observations and student evaluations of teaching performance. It is the committee's responsibility to specify other methods to be used for the evaluation.

13.2 Evaluation Of Probationary Faculty

13.2.1 At the initiation of the appropriate Administrator, an evaluation committee for each probationary faculty member shall be constituted as follows:

13.2.1.1 Three (3) tenured academic employees elected for a three year term by the Faculty Senate from the faculty at large during the spring quarter before the probationer's first fall quarter. Tenured faculty committee members must have duty assignments which are primarily non-administrative.

13.2.1.2 One (1) full-time student appointed by the ASC (a new appointment may be needed prior to the end of the term if the student graduates or leaves);

13.2.1.3 One (1) administrator appointed by the Chief Instructional Administrator.

13.2.1.4 The committee membership shall remain the same for the probationary period so long as each member is employed by Peninsula College.

13.2.2 The appropriate Administrator or designee shall be responsible for publishing the evaluation committee members' names and for setting the evaluation schedule.

13.2.3 A formal evaluation report shall be prepared on each probationary faculty by the conclusion of the first month of the second quarter of each probationary year. These reports shall be forwarded from the committee through the Administrator to the President.

13.2.4 Upon beginning employment, the probationer will be notified of the evaluation process. The committee, at its discretion, may request the probationer to meet requirements other than those listed below; however, the minimum annual requirements for the evaluation are:

13.2.4.1 completion of a self-evaluation using a form or format to be prescribed by the committee;

13.2.4.2 one evaluation by students, using a format approved by the committee (e.g., student evaluation, SGID, on-line), in each class being taught during one quarter each year;

13.2.4.3 an observation of one class/course session done by each committee member;

13.2.4.4 a syllabus for each course being taught;

13.2.4.5 a completed five (5) year professional development plan;

13.2.5 The committee will meet with the probationer a minimum of two (2) times each year. At the initial meeting, the committee will explain the process to be used and request input from the probationer.

13.2.6 A second meeting will be for the purpose of sharing the results of the evaluation with

the probationer.

13.2.7 A third meeting may be held subsequent to the time the probationer has had an opportunity to read the committee report(s), at which time the probationer may request clarification or may add his/her own reactions to the report. The evaluation report will include:

13.2.7.1 either a composite, or individual reports written by each committee member based upon discussions with the probationer, other faculty members, and observations made of class sessions. The report(s) will detail the probationer's strengths as a teacher, counselor, or librarian, deficiencies, and a list of improvements to be made in performance as a Peninsula College academic employee;

13.2.7.2 summaries of all student evaluations;

13.2.7.3 the probationer's self-evaluation;

13.2.7.4 a recommendation either to continue or discontinue the probationary status of the probationer.

13.2.8 A recommendation to dismiss or grant tenure may be given after reasonable consideration by the committee or a recommendation may be forwarded to extend probationary status up to one year in accordance with RCW 28B.50.852.

13.2.9 The requirements for an evaluation of a non-teaching probationer may necessitate replacing methods of evaluation such as class observations and student evaluations of teaching performance. It is the committee's responsibility to specify other methods to be used for the evaluation.

13.2.10 By February 1 of the final probationary period the review committee shall submit a recommendation to award or not to award tenure. This recommendation shall be forwarded to the trustees through the appropriate Administrator and the President. The trustees, after the consideration of the committee's recommendations, shall decide whether tenure shall be awarded. Probationary faculty will be notified in writing of the trustees' decision not later than the conclusion of winter quarter in the final probationary year.

13.2.11 Unless excused in writing by the President, all faculty and administrators on probationary review committees will serve the full probationary term. Should a committee member be excused, a replacement will be nominated and approved according to the terms of this Contract.

13.3 Evaluation Criteria

13.3.1 Criteria for teaching academic employees

The teaching academic employee will:

- 13.3.1.1 Develop, assess, improve, and deliver curriculum;
 - 13.3.1.2 Teach assigned courses in accordance with course descriptions and learning outcomes outlined in the syllabi;
 - 13.3.1.3 Utilize appropriate technology to facilitate teaching and learning;
 - 13.3.1.4 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college policies;
 - 13.3.1.5 Through the course syllabus, orient students at the beginning of each course to the objectives of the course, learning outcomes, assessment methods, basis of grading, attendance requirement, the nature of assignments and class requirements;
 - 13.3.1.6 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;
 - 13.3.1.7 Provide records and data needed to comply with federal and state requirements and regional accreditation standards.
 - 13.3.1.8 Maintain regularly scheduled and posted office hours for assisting students;
- Full-time classroom academic employees:**
- 13.3.1.9 Participate in student academic advising;
 - 13.3.1.10 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;
 - 13.3.1.11 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned
 - 13.3.1.12 Participate in scheduled division meetings and academic employee meetings;
 - 13.3.1.13 Maintain a Professional Development Plan that ensures continuing education and ongoing currency in one's instructional area(s).
 - 13.3.1.14 Participate in annual planning and assessment.

13.3.2 Criteria for Librarians

The academic librarian will:

- 13.3.2.1 Develop, assess, improve, and deliver curriculum-based instruction;
- 13.3.2.2 Provide instructional sessions that achieve the learning outcomes of the Library Media Center (LMC) instructional program and course-specific information competencies;

- 13.3.2.3 Gather, organize and/or create course materials that facilitate learning;
 - 13.3.2.4 Utilize learner-centered technologies in developing and delivering instruction, providing research support, and performing professional duties;
 - 13.3.2.5 Provide expert learning opportunities to students in instructional sessions in an atmosphere that promotes learning and in a manner consistent with college policies;
 - 13.3.2.6 Orient students at the beginning of each instructional session to the objectives and learning outcomes of the curriculum;
 - 13.3.2.7 Obtain and maintain sufficient data to continuously improve instruction and other librarian duties;
 - 13.3.2.8 Provide records and documents needed to fulfill the instructional mission of the college and comply with federal and state requirements and regional accreditation standards;
 - 13.3.2.9 Maintain regularly scheduled and posted hours for assisting students with research questions and reference consultations;
- Full-time librarians:**
- 13.3.2.10 Develop library collections.
 - 13.3.2.11 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;
 - 13.3.2.12 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned;
 - 13.3.2.13 Participate in scheduled Library Media Center meetings;
 - 13.3.2.14 Create and regularly maintain a Professional Development Plan that ensures continuing education and ongoing currency in the field of information science.
 - 13.3.2.15 Participate in annual planning and assessment.

13.3.3 **Criteria for Counselors:**

The counselor will:

- 13.3.3.1 Provide guidance and career counseling to prospective and enrolled students;
- 13.3.3.2 Provide intake interviews and advising for students prior to assigning them to teaching academic employee for advising at the program level;
- 13.3.3.3 Provide group facilitation or leadership for support groups, special interest groups, etc.;
- 13.3.3.4 Work with academic employees and staff to provide problem solving for

intervention strategies;

13.3.3.5 Provide leadership for programs offered through the Counseling Center;

13.3.3.6 Provide career/life planning classes, workshops and activities;

13.3.3.7 Act as a liaison with college programs of study;

Full-time counselors:

13.3.3.8 Provide educational advising training for academic employee and staff;

13.3.3.9 Act as a liaison with community businesses and organizations referring prospective students to college;

13.3.3.10 Serve on College committees, which include ad hoc committees, strategic College priority committees, and standing committees as defined in the procedure for Board Policy 159;

13.3.3.11 Serve on faculty hiring committees, tenure committees, post-tenure review committees, and Reduction in Force (RIF) Committee, as assigned;

13.3.3.12 Create and regularly maintain a Professional Development Plan that ensures continuing education and currency in the field.

13.3.3.13 Participate in annual planning and assessment.

13.4 Disposition Of Evaluations

13.4.1 The result of evaluations shall be communicated only to the evaluated faculty member, appropriate Dean, or Vice President, Chief Instructional Administrator, the President, and the Trustees. All evaluation reports shall be signed by the evaluatee and become part of the permanent personnel file of each evaluated academic employee.

13.4.2 If the evaluatee wishes to add a statement to the report, he/she may do so.

13.5 Evaluation Of Associate and Part-Time Academic Employee

13.5.1 Associate and part time academic employees shall be evaluated within the first year of employment and then no less than once every five (5) years.

13.5.2 The part-time academic employee to be evaluated will be notified in fall quarter by the appropriate Administrator. The evaluation consists of:

13.5.2.1 A completed self-evaluation on a form provided by the appropriate Administrator.

13.5.2.2 An instructor evaluation form to be filled out by students in all classes the part-time academic employee teaches during the quarter of the evaluation.

13.5.2.3 A classroom visitation and evaluation by a current or former full-time Academic Employee or appropriate Administrator.

13.5.3 The Administrator will review the evaluation materials and communicate with the

part-time academic employee regarding the evaluation and any recommendations or actions. All evaluation reports shall be signed by the evaluatee and become part of the permanent personnel file of each evaluated academic employee.

13.5.4 If the evaluatee wishes to add a statement to the report, he/she may do so.

13.5.5 Re-evaluation will be completed in a subsequent quarter whenever the supervisor judges it is warranted; otherwise, re-evaluations will occur in no less than five years for part-time academic employees continuing to teach for Peninsula College.

13.5.6 The evaluation criteria shall be as described in 13.3

13.5.7 The result of evaluations will become part of the departmental files.

13.5.8 This evaluation process does not apply to part-time academic employees teaching only non-transcripted courses. Evaluations for these employees will be determined by the appropriate instructional administrator.

Article 14: Intellectual Property Rights

14.1 The College recognizes the right of an academic employee to exercise individual initiative in creating materials that are protected under federal copyright statutes and that may generate royalty income for the creator when marketed. Additionally, the College further encourages the academic employee to exercise this right of initiative. This contract does not affect the personal ownership rights of academic employee to intellectual property generated independently of the college.

14.2 **Individual Effort:**

Any academic employee who produces copyright-eligible material as the result of individual initiative and without the assistance, support or sponsorship of the college shall retain full right of ownership, control, use and disposition over the material. The individual shall be solely responsible under such circumstances for determining whether to copyright the material. The academic employee is not required to report to the college his/her copyright-eligible material.

14.3 **College Supported Individual Effort:**

Ownership rights in materials copyrighted/patented and marketed shall reside evenly between the academic employee and the college unless an alternative shared ownership contract is negotiated prior to initiating the copyright/patent procedure providing an academic employee receives the support or assistance of the College. Such support shall include, but not be limited to, use of College funds, equipment, facilities, materials, staff services, or other resources.

14.4 **College Sponsored Effort:**

Ownership rights in college-sponsored materials shall be vested in the college. Materials are College-sponsored if the academic employee has been contracted by the College specifically to develop original material. The College will negotiate an employment contract with an academic employee that identifies and defines those materials to be developed and the compensation for the development of those materials. Those specific materials identified and defined by the contract will be the property of the College and will not be used in support of any non-Peninsula College curriculum without written permission of the College and the aforementioned employee.

14.5 **Third Parties Supported Efforts:**

Ownership of materials developed as a result of third party support initiated by the third party or the college shall be subject to 14.4 above. Ownership of materials developed as

a result of third party support initiated by the academic employee and proposed to the college shall be negotiated prior to the submission of the grant request.

14.6 Curriculum

Academic employees develop curriculum, teach classes and gather, organize, and create course materials that facilitate the teaching and learning experience.

14.6.1 Definitions:

14.6.1.1 Curriculum is defined as a comprehensive body of courses in a program of study.

14.6.1.2 A course is the product of academic employee design. It is a planned unit of study with broad and specific objectives and with strategies for achieving those objectives.

14.6.1.3 Course materials are the fixed expression of ideas and resources that are used as the basis of a course. Course materials are used to:

14.6.1.3.1 Explain course content,

14.6.1.3.2 Illustrate course concepts,

14.6.1.3.3 Illuminate certain portions of a course, and/or

14.6.1.3.4 Convey the content of the course as a means of achieving course outcomes.

14.6.2 Course materials may include original work developed by an academic employee as well as commercially available materials such as textbooks, instructional media, library resources and/ or Web-based resources.

14.6.3 Ownership: The College authorizes and owns curriculum. The academic employee and the College will co-own original course materials developed in support of College curricula according to the following provisions:

14.6.3.1 The College will not use or re-assign course materials developed by one academic employee to any other academic employee without written consent of the creator of those course materials, unless the academic employee has been specially contracted to develop those curricular elements;

14.6.3.2 The academic employee who has developed original course materials in support of a class, for which the College has provided compensation, may not use those course materials in support of any non-Peninsula College curriculum without written consent of the College;

14.6.3.3 The academic employee, who has developed original course materials

in support of a class for which the College has provided compensation, may not derive any royalty benefits without a written contract between the academic employee and the College (see College Supported Individual Effort above).

Article 15: Compensation

The Employer and the Association agree to open this Article and Appendix B to discuss the need for further adjustments to faculty salaries, whether due to College revenue increases or decreases.

15.1 Initial salary placement

Full-time and associate academic employees are placed at 1 additional salary step for every 5 years of experience as defined in this section. These years of experience placement steps are distinct from the years of PC service steps used for salary advancement purposes. (For example, an academic employee with 14 years of experience is initially placed at 2 steps but does not earn a 3rd step after 1 year of service at PC.)

15.1.1 The following academic employee placement criteria also apply:

15.1.1.1 Academic employees who hold more than 1 Master's degree from an accredited institution are placed at 1 additional salary step on the full-time salary schedule (Appendix B).

15.1.1.2 Academic employees who hold a doctoral degree from an accredited institution are placed at 2 additional salary steps on the full-time salary schedule.

15.1.2 All degrees and credits claimed for salary placement must be listed upon the initial application and/or resume. Degrees and credits completed prior to employment, but not claimed initially, will not be allowed for salary credit at any time subsequent to employment.

15.1.3 All degrees and credits claimed for salary placement must be documented within one (1) quarter of employment. Salary placement will not be re-evaluated for documentation furnished subsequent to the one (1) quarter grace period.

15.1.4 The terms "Bachelor of Arts," "Master of Arts," and "Doctor of Philosophy," as used typically in the salary schedule to describe academic qualifications, are not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the teaching assignment and meeting the requirements of 15.1.1 above will be approved for salary placement and/or advancement.

15.1.5 All degree and credit documentation is established through official college and university transcripts which are sent directly from the issuing college or university to the Peninsula College Human Resources Office.

15.1.6 Step placement for experience credit is determined only by a documented record of

acceptable professional academic experience.

- 15.1.6.1 No step credit is allowed for undocumented teaching experience. Documentation may be established by letters of affidavit or certification, or by other acceptable official records.
- 15.1.6.2 Valid experience is based on credit taught in an accredited public or private institution. For salary placement purposes one year equals 45 quarter credits or 30 semester credits. This experience cannot exceed 1 year annually.
- 15.1.6.3 No experience credit is allowed for teaching assistantships.

15.1.7 Professional/Technical Placement

Professional/Technical placement is determined upon the same basis as in Academic Placement except that documented teaching experience in an industrial setting may be counted toward initial placement. This experience must meet the same qualifying restrictions as in Academic Placement. Placement of vocational academic employees shall be determined by whether academic or vocational placement is more beneficial to the employee. This provision does not eliminate the requirement for academic degree qualifications where specified.

15.1.8 For Special Consideration Placement

In special circumstances, initial compensation for academic employees may be set by the President using relevant work experience in determining initial placement on the salary schedule with notification to the Association president.

15.1.9 Association involvement in Salary placement

An Association representative shall be invited to meet with new hires during Human Resource orientation to answer questions about working conditions including salary placement.

15.2 Academic employee advancement

The following advancement criteria apply to full-time and associate academic employees:

- 15.2.1 Academic employees who earn advanced degrees as described in 15.1.1, while employed by Peninsula College, advance 1 step (for earning a second Master's degree) or 2 steps (for earning a Doctorate) on the full-time salary schedule.
- 15.2.2 Faculty who earn tenure at Peninsula College advance 1 step on the full-time salary schedule.
- 15.2.3 For every 5 years of service at Peninsula College, faculty advance 1 step on the full-time salary schedule.

- 15.2.3.1 Full-time and associate academic employees working 50% or more will be credited with one full year of service.
- 15.2.4 Faculty are responsible to provide new degree completion documentation to Human Resources by Sept. 1 to be considered along with years of services and tenure attainment for relevant salary step advancements to be applied for that academic year's contract.
- 15.3 **Workforce Education Investment Act (WEIA)/HB 2158 Salary Increases**
 HB 2158/The Workforce Education Investment Act (WEIA) authorizes and allocates funds to increase faculty salaries in certain high-demand programs. The full-time salary schedule in Appendix B identifies three tiers of WEIA salary increases and their corresponding programs. These tiers also apply to part-time faculty, who receive percentage increases based on their tier. The Association and Management agree to meet to review the status of the distribution of funds from HB 2158. Generally, the payment of WEIA salary increases is as follows:
- 15.3.1 **WEIA Tier 3 salary increases (nurse educators):**
- 15.3.1.1 Continue to fund any placement adjustments for full time nurse educators made in 19-20. Any placement adjustment will be covered by Peninsula College's 2020-21 HB 2158 WEIA allocation. No backdated payments will be made as the initial placement was accepted by both parties.
- 15.3.1.2 All full-time nurse educators (WEIA Tier 3) will receive a \$21,000 annual salary bonus. All part-time nurse educators (WEIA Tier 3) will earn a 36% bonus to the course rate, which will be paid as an annual stipend. All increases in this section are contingent upon sufficient funding from Peninsula College's annual WEIA allocation.
- 15.3.1.3 Funds from HB 2158 will be used to support a 36% salary bonus for the Director of Nursing, as determined by the Employer, paid as an annual stipend.
- 15.3.1.4 Funds remaining after 15.3.1.2 & 15.3.1.3 payments may be used to hire additional nurse educators and purchase equipment, as permitted by the Legislature.
- 15.3.1.5 Full-time nurse educators and Nursing Director will receive equal annual retention bonus payments from the remaining balance of the provisioned WEIA Tier 3 funding. These payments will be made by the end of June each year, contingent upon sufficient funding from Peninsula College's annual WEIA allocation.

15.3.2 WEIA Tier 2 salary increases:

15.3.2.1 Full-time Tier 2 high-demand program faculty will receive an annual salary bonus of \$20,000. These increases are contingent upon sufficient funding from Peninsula College's annual WEIA allocation.

15.3.3 WEIA Tier 1 salary increases:

15.3.3.1 Full-time Tier 1 high-demand program faculty will receive an annual salary bonus of \$10,000. These increases are contingent upon sufficient funding from Peninsula College's annual WEIA allocation.

15.4 Part-time faculty compensation

15.4.1 Part-time faculty are paid according to the part-time salary schedule in Appendix C.

15.4.2 Part-time Tier 1 and Tier 2 WEIA/high-demand program faculty will receive percentage bonuses to the current course rate for the high-demand program courses they teach. These payments are contingent upon sufficient funding from Peninsula College's annual WEIA allocation. The process for determining the specific percentages of these part-time WEIA wage increases is as follows:

- 15.4.2.1 Deduct full-time Tier 1 and Tier 2 WEIA salary and benefit increases from PC's annual WEIA allocation, not including Tier 3 Nurse Educator funding;
- 15.4.2.2 Determine the remaining balance of the provisioned WEIA funding;
- 15.4.2.3 Divide the remaining balance of WEIA funding among eligible part-time Tier 1 and Tier 2 faculty with the intentions that
 - a) based on industry salary differences, the Tier 2 course rate bonus percentage should be roughly double the course rate bonus percentage for Tier 1, and
 - b) WEIA wage increases for part-time faculty are equitable in relation to full-time faculty WEIA wage increases.

15.4.3 Part-time Tier 1, Tier 2, and Tier 3 WEIA wage increases do not apply to overloads taught by full-time WEIA faculty.

15.4.4 The part-time WEIA payments described in 15.4 are paid as annual stipends in late Spring quarter.

15.5 Cost of Living Adjustments (COLAs)

The Association acknowledges the importance of pay equity for all faculty. WEIA/HB 2158 salary increases for faculty teaching in select high-demand programs align the salaries of those faculty closer to their industry peers. This is important for faculty recruitment, retention, and program success in those areas. The Association frames the following options as to how we use COLAs to address our new faculty salary landscape.

When faculty COLAs are approved by the Legislature, the Association will approve one of the following COLA payment options:

- 15.5.1 Option 1: All full-time and adjunct faculty will receive equal percentage pay increases using COLA funds appropriated by the Legislature. This includes COLAs for faculty who are already receiving WEIA/HB 2158 increases.
- 15.5.2 Option 2: Same as option 1, only excluding faculty already receiving WEIA/HB 2158 increases.
- 15.6. The Chief Instructional Administrator will designate one lead faculty member per Bachelor's program. These faculty are released from standing committee requirements in order to conduct scholarship that enhances teaching and learning. In lieu of this committee release provision, BAS lead faculty hired before June 30, 2021 receive one class equivalent of release time for each quarter they teach up to a maximum of three per year to conduct scholarship that enhances teaching and learning.
- 15.7 The President of the Peninsula College Faculty Association will receive quarterly release time equal to one 5-credit course (for classroom academic employees) or $\frac{1}{3}$ of the faculty member's contact hour workload (for counselors and librarians).
- 15.8 Full-time academic employees contracted beyond normal instructional loads (moonlight assignment) shall be compensated according to the part-time instructor salary schedule (Appendix C) for such additional assignments.
- 15.9 Full-time and Associate academic employees teaching in areas requiring certification will be reimbursed for the certification classes and tests upon successful completion of the certification class or test.
- 15.10 Academic employees supervising internships shall be compensated by a \$75.00 stipend per student per quarter. Internships shall not be a factor in load calculation.
- 15.11 Payment for supervising student learning experiences outside the Job Description expectations stated in 10.1 must be approved in advance by the Vice President of Instruction. Any payment under this section shall not be a factor in load calculation.
- 15.12 Payment for substitute classroom instruction shall be made at the current part time hourly rate for lab classes and \$35/per lecture hour for lecture classes provided that substitute academic employees are assigned and authorized in advance by the appropriate chief instructional administrator or designee. Full-time academic employees shall not be required to substitute as a part of their normal assignments.
- 15.13 All part time academic employees who teach at least fifty percent (50%) will be paid for

one hour per week office time. The rate of pay will be set at the hourly rate for each academic employee determined by the part time salary schedule (Appendix C). This does not apply to non-transcripted community education offerings.

15.14 In implementing Section 10.2 the following conditions shall apply:

- 15.14.1 Overloads shall be computed on an annual basis by adding the weekly contact hours for each of the three quarters. Hours in excess of normal annualized hours shall be compensated from the part time salary schedule.
- 15.14.2 An academic employee in two or more instructional areas shall have workload computed on a pro rata basis.
- 15.14.3 The maximum workload may be exceeded without compensation when requested by the individual academic employee and approved by the appropriate administrator.
- 15.14.4 Librarians and Counseling academic employees required to work beyond the number of contract days will be compensated on a pro rata basis; however, contracted days may be assigned, in consultation with the affected employee, as program needs require, over four consecutive quarters, including summer quarter.

15.15 Faculty working with Honors Student capstone projects may be paid one of two ways. A determination of the type of faculty relationship required for the project shall be made by the appropriate instructional administrator. Honors work shall not be a factor in load calculation.

- 15.15.1 Faculty mentoring relationship occurs when a faculty member works with an Honors student who has enrolled in 1 or 2 credits of independent study, the student is working largely independent and the faculty involvement in the honors project is limited to meeting with the student an average of one hour a week during the quarter. Faculty mentors of honors projects shall be paid the lecture hourly rate times 11 weeks per student per quarter, No hourly pay is added to salary.
- 15.15.2 Faculty-directed capstone projects occur when an Honors student takes a 1 or 2 credit class designed to have students participate in a research project in which the faculty member is engaged. The faculty involved in directed capstone projects shall be paid according to the part time salary schedule (Appendix C) with a full class capacity set at five students. Courses with fewer than 5 students shall have the salary prorated based on five being full time.

- 15.16 Faculty engaged in Prior Learning Assessment (PLA) shall be paid \$175 per student per class that is being assessed. PLA work includes assessment of student portfolio outcomes and/or work to develop and assess challenge exams for which a student has been approved for PLA consideration. This payment includes all work related to the PLA but does not cover instructional pay for teaching HUMDV 100, Portfolio for Prior Learning. Payment is made at completion of the assessment. PLA work shall not be a factor in load calculation.
- 15.17 Full-time academic employee salary payment options:
Pay for full-time and annualized associate academic employee shall be computed from the full-time academic employee salary schedule.
- 15.17.1 The regular paycheck schedule shall consist of equal payments (beginning October 10 and ending June 25), minus any deductions, calculated from the annual contract, unless the Balloon Payment Option below is selected.
- 15.17.2 A Balloon Payment Option, available to full-time academic employee only, may be requested by completing the Balloon Payment Request Authorization form in the HR/Payroll Office prior to the end of September of the current academic year. Once this authorization has been given, it is in effect continuously (every academic year) and may only be rescinded in the month of September of any new academic year by completing a Balloon Payment Cancellation form. Changes in other periods cannot be accommodated. This option will divide the annual contracted salary into 24 equal parts. Payment 1-17 will reflect 1/24th of the annual gross earnings. Payment 18 will reflect 7/24th of the annual gross earnings. There are tax and deduction ramifications that can occur with this option, which are the responsibility of the academic employee.
- 15.17.3 Exceptions to either of these payroll options must be approved by the Chief Instructional Administrator and the Director of Human Resources
- 15.17.4 Peninsula College accepts no responsibility for the individual academic employee's decision.

Article 16: Dismissal

16.1 Purpose

Tenured academic employees shall not be dismissed from their appointments except for sufficient cause. Corrective action appropriate to the specific facts of the case will be taken prior to dismissal in an attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, academic employees who hold probationary appointment, or, annualized associate, or part-time contracts shall not be dismissed prior to the dates established in the written terms of their appointments except for sufficient cause. Sufficient cause for dismissal includes but is not limited to, gross or continued unsatisfactory performance; blatant disregard for terms of this Agreement or College policies and regulations; insubordination; dishonesty, conflict of interest, and causes identified in the Washington State statutes (RCW 28B.50.862).

The due process procedure outlined in Article 7 will be followed.

16.2 Dismissal/RIF Review Procedure

16.2.1 Dismissal/RIF Review Committee: A Dismissal/RIF Review committee shall be created for the express purpose of making recommendations to the Board of Trustees relating to the dismissal of tenured and probationary academic employees of the College.

16.2.1.1 The Dismissal/RIF Review committee shall be established prior to June 30 each year and shall serve for the following twelve months. Those members of this committee who receive a notice of dismissal shall be excused from serving on the review committee.

16.2.1.2 The Dismissal/RIF Review committee shall be comprised of the following members: one (1) administrator; three (3) tenured academic employees.

16.2.1.3 Prior to June 10 the Faculty Senate will nominate a minimum of six (6) tenured academic employees. The Association will vote to determine committee membership. The three persons receiving the most votes shall be elected as members of the review committee. The persons receiving the next highest number of votes shall be elected as alternates. The alternate receiving the greatest number of votes shall be Alternate #1, the next greatest number shall be Alternate #2, and third greatest number, Alternate #3.

16.2.1.4 Academic employees affected shall each have one peremptory challenge that may be exercised against one of the three academic members of the Dismissal/RIF Review committee. In the event a Dismissal/RIF Review

committee member is challenged or cannot serve, an alternate as listed in 16.2.13 shall serve.

- 16.2.1.5 The Dismissal/RIF Review committee will select one of its members to serve as chair.

16.3 Procedure For Dismissal

- 16.3.1 When the President receives or initiates a formal written recommendation about an academic employee that may warrant dismissal, the President shall inform the academic employee.
- 16.3.2 Within ten (10) work days after having been so informed, the academic employee will be afforded an opportunity to meet with the President or designee and the Association President or designee. At this preliminary meeting, which shall be an information-gathering session, an adjustment may be mutually agreed upon.
- 16.3.3 If the matter is not settled or adjusted to the satisfaction of the College President, the President shall recommend that the academic employee be dismissed.
- 16.3.4 If the President recommends that the academic employee be dismissed, the President shall deliver a short and plain statement in writing to the academic employee which shall contain:
- 16.3.4.1 the grounds for dismissal in reasonable particularity;
 - 16.3.4.2 a statement of the legal authority and jurisdiction under which a hearing may be held;
 - 16.3.4.3 reference to any particular statutes or rules involved.

16.4 Hearing

- 16.4.1 After notification of the President's recommendation for dismissal, the affected academic employee may, within the following ten (10) work days, request in writing a hearing.
- 16.4.2 If the President does not receive this request within the ten (10) days, the academic employee's right to a hearing will be deemed waived.
- 16.4.3 If the President receives a request for a hearing, the Dismissal/RIF Review committee will be convened and the previously mentioned statement shall be delivered to the members. The President also shall notify the Board of Trustees of the request for a hearing.
- 16.4.4 The Board of Trustees shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the academic

employee, the President, the Association, and the Dismissal/RIF Review committee of the time, date, and place of such hearing. The place of hearing shall be in Port Angeles, Washington.

- 16.4.5 The hearing examiner shall not be a Community College Board member, Community College employee, member of the State Board for Community and Technical College's staff, or a Washington State Attorney General employee.
- 16.4.6 This scheduled hearing shall not be held prior to the twenty-first (21) work day following notification of the President that the employee requested a hearing.
- 16.4.7 In the presence of the Dismissal/RIF Review committee, the hearing examiner shall:
 - 16.4.7.1 preside over the dismissal hearing;
 - 16.4.7.2 conduct the hearing with all due speed until the hearing is terminated;
 - 16.4.7.3 hear testimony, under oath, from all individuals called by the President, the employee, the Dismissal/RIF Review committee, or the hearing examiner, and receive any evidence offered by the same;
 - 16.4.7.4 afford the academic employee whose case is being heard the right of cross examination, the opportunity to defend him/herself, and to be represented by legal counsel;
 - 16.4.7.5 allow the College administration to be represented by an assistant attorney general; and
 - 16.4.7.6 make all rulings regarding the evidentiary and procedural issues presented during the course of the Dismissal/RIF Review committee hearings.
- 16.4.8 The hearing shall be closed unless the hearing examiner determines otherwise.
- 16.4.9 Following the presentation of testimony and evidence, the hearing examiner shall afford the official advocates for the employee and the College administration the opportunity to present oral arguments. The hearing examiner may request written briefs to be submitted within five (5) work days.
- 16.4.10 Within fifteen (15) work days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the Dismissal/RIF Review committee and the hearing examiner shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the employee, the Association and to the President.
- 16.5 **Decision by the Board of Trustees**
 - 16.5.1 The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after considering the recommendations of the President, the

Dismissal/RIF Review committee, and the hearing examiner. Those recommendations shall be advisory only and in no respect binding in fact or law upon the Board of Trustees.

- 16.5.2 The Board of Trustees shall meet within a reasonable time subsequent to its receipt of the recommendations from the Dismissal/RIF Review Committee to consider those recommendations. The Board of Trustees shall afford the employee, the Association, and the President the right to oral and written argument with respect to the issues pertinent to the academic employee's dismissal. The Board of Trustees shall also afford the hearing examiner the right to present his/her findings. Parties shall have the right to a representative of their choice. The Board of Trustees may hold such other proceedings, as it deems advisable, before reaching its decision.
- 16.5.3 A record of the proceedings at the Board level shall be made. The final decision of the Board of Trustees shall be based upon the sworn testimony and exhibits made before the Dismissal/RIF Review Committee. Before making a final decision the Board shall consider the arguments of the parties and the recommendations of the Dismissal/RIF Review Committee. The Board of Trustees shall, within fifteen (15) work days following the conclusion of its review, notify the academic employee, in writing, of its final decision.
- 16.5.4 Suspension of the academic employee by the President during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if continuance poses an immediate harm to self or others. Any such suspension shall be without pay if dismissal is upheld.
- 16.5.5 If the Board of Trustees decides to retain the academic employee, or if the Trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the academic employee's permanent personnel file.

Article 17: Reduction in Force

If a tenured or probationary academic employee is to be laid off for program termination or reduction resulting from substantial decreases in enrollment, for changes in educational policy adopted by the Board of Trustees, or substantial shortage of funds, the following criteria and procedures will be implemented.

17.1 Notification of Potential RIF

17.1.1 The President, in consultation with administrative staff, will review the nature of the problem facing the College. If the President concludes that reductions in staff are or will be necessary in the near future, he/she will give written notice of the potential reductions to the Association.

17.1.2 The notice to the Association shall include the reasons for the proposed reductions in staff and the number of academic employees to be considered for layoff.

17.1.3 Employee Consultation and Response

17.1.3.1 The Association will have the right to meet and exchange information with the President or designee, who shall fully document the potential need for reductions in staff.

17.1.3.2 In the event the Association is not in agreement with the need for a RIF, it may develop alternative proposals that shall be made available to the President for consideration.

17.1.3.3 The President or designee shall meet with the Association within ten (10) working days of receiving the Association's alternative proposal.

17.1.3.4 If no proposal is received by fifteen (15) working days or no agreement can be reached, nothing in this section shall preclude the administration from implementing this RIF policy.

17.2 Reduction in Force (RIF) Considerations

17.2.1 If the number of academic employees is to be reduced, the President, with advice from the Chief Instructional Administrator, and the four top academic employees (See 16.2.1.3) from the Dismissal/RIF Review committee, shall determine which course offerings, programs or disciplines and/or other services are most necessary to maintain quality education at Peninsula College. The President shall consider, but not be limited to, the following factors:

17.2.1.1 the enrollment and the trends in enrollment for not less than two (2) years;

17.2.1.2 the goals and objectives of Peninsula College and the State Board for Community and Technical Colleges;

17.2.1.3 information concerning academic employee vacancies occurring through retirement, resignation, sabbaticals, and leaves of absence; and

17.2.1.4 the duties for which academic employees are needed.

17.2.2 If any courses or programs currently in the curriculum are to be eliminated, the President shall identify those courses or programs and explain why they have been judged not to be the most necessary offerings to maintain the best possible quality educational opportunities at Peninsula College.

17.2.3 The Association shall be consulted before the termination of any professional technical or liberal studies disciplines. If the Association is not in agreement with the recommendations of the President, the Association may present its opinions and recommendations for consideration to the President.

17.3 **Academic Employee RIF Criteria**

17.3.1 The Employer shall attempt to reassign full-time academic employees whose courses/programs are being eliminated district-wide.

17.3.2 An academic employee shall be reassigned to instruct courses which the President, with advice from the Chief Instructional Administrator and the Dismissal/RIF Review committee and the academic employee, determines the academic employee is qualified to instruct.

17.3.3 Special consideration for professional leave will be given to academic employees who, due to enrollment difficulties, program obsolescence, or fiscal exigency, are threatened with reduction in force (RIF) and wish to retrain for another position currently available or planned to be available at the College.

17.3.4 If a reduction is necessary and there are qualified academic employees to replace and perform all the needed duties of the academic employee to be laid off, the President will utilize the following order of RIF within the affected discipline or program, or, if no specific discipline or program area is affected, then within the academic employees at large:

Part time;

Annualized associate;

Probationary appointees with the least seniority;

Full-time tenured academic employee with the least seniority.

17.3.5 Seniority shall be determined by establishing the date of the signing of the first full-time

employment notice for Peninsula College. Leaves of absence, sabbatical leaves, and periods of layoff do not affect seniority. The longest terms of employment, as thus established, shall be considered the highest level of seniority.

17.3.6 In instances where academic employees have the same beginning date of full-time employment, seniority shall be determined by the first effective date of associate academic employee employment notice, if applicable.

17.3.7 Tenured or probationary academic employees shall not be laid off prior to the completion of their current contract.

17.4 Right to Recall

17.4.1 A full-time tenured academic employee whose contract is not renewed as a result of this reduction procedure has a right to a recall to a position, either a newly created one or a vacancy, provided he/she is qualified as determined by the College President.

17.4.2 The recall shall be in reversed seniority, the most senior first. Full-time tenured academic employees who have been laid off will retain their accrued benefits such as sick leave and seniority.

17.4.3 The right of recall shall extend two (2) years from the date of RIF. Upon recall, they shall be placed at least at the next higher increment on the salary schedule than at the time of layoff and will retain their tenured status.

17.5 Procedures for Implementing Reduction in Force

17.5.1 Order of Reduction:

17.5.1.1 Selection of Courses, Programs, Services to be Reduced: Upon conclusion of discussions and consultation pursuant to 17.2.3. above, the number of academic employees to be reduced from each program unit shall be based on this determination.

17.5.1.2 Selection of Individuals: If a reduction is determined to be necessary within a program unit, the order of reduction will be based on seniority pursuant to 17.3.4, 17.3.5., and 17.3.6.

17.5.1.3 Administrators holding tenure with Peninsula College shall have all continuous full-time service with the district count toward seniority in the event that they return to the program units.

17.5.2 Notification to Academic Employees Affected by Reduction-in-Force

17.5.2.1 When the president determines that a reduction-in-force as defined herein is necessary and has selected the positions to be reduced, the initial step shall be for the President or designee to meet with each affected employee and discuss

the proposed layoff with the individual employee in personal conference that shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation, etc. The affected employee has the right to have an informal meeting with the President.

17.5.3 Formal Procedures Relating to Reduction-in-Force:

17.5.3.1 If the College has determined that a reduction-in-force of tenured or probationary faculty is necessary for the reasons set forth in Article 17, the procedures set forth in RCW 28B.50.873 shall be followed and shall supersede any contrary procedures in this contract.

17.5.3.1.1 All reduction-in-force cases will be consolidated for hearing purposes before the same Dismissal/RIF Review Committee-Article 16.2.

17.5.3.1.2 The only issue to be determined by the Dismissal/RIF Review committee shall be whether, under this Contract, the particular academic employee(s) notified of dismissal are the appropriate ones to be laid off.

17.5.3.1.3 As per Dismissal (Article 16) no academic employee who has received a layoff notice shall participate as a member of the reduction-in-force review committee.

17.5.3.1.4 The College, in its role of appointing authority, shall make the final determination regarding the necessity of a reduction-in-force and the extent thereof.

Article 18: Emergency Closures

If the College President determines that it is in the best interest of students and employees that any of the College sites be closed because of emergency conditions, all affected employees may be placed upon emergency leave status. If emergency closure is extended beyond (2) two days, the College may be placed upon an extended daily class schedule to make up the missed instructional time.

Article 19: Scope of Contract

This Contract constitutes the negotiated Contract between the Employer and the Association and supersedes any previous Contracts or understandings, whether oral or written, between the parties. In addition, this Contract supersedes any rules, regulations, policies, resolutions, or practices of the Employer that are contrary to, or inconsistent with, its terms.

The Contract expressed herein constitutes the entire Contract between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each 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 Contract. Therefore, except as specifically stated in Articles 2 and 21, the Employer and the Association, for the duration of this Contract, each voluntarily and without qualification agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Contract unless mutually agreed otherwise.

Article 20: Retention of Rights

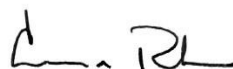
Nothing contained herein shall be construed to deny or restrict to any academic employee, rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

Article 21: Duration

This Contract shall remain in full force and effect upon its execution to and including June 30, 2024. The Employer and the Association agree that Appendices B and C will be reopened for negotiation at any time that salary adjustments are provided by legislative action. The Employer and the Association agree to open the Contract solely for the narrow purpose to incorporate separately negotiated MOA, remedy duplications, typos, errors of fact and similar, non-substantive modifications for clarity and usage, in any one article or in the document in total, at any time. The modified article(s) or entire re-edited document shall be agreed to by both parties and documented with a revision date. Negotiations for a subsequent Contract shall open beginning in the Fall quarter of 2023. Negotiations shall take place at times to be mutually planned. Any section of this Contract, including the Preamble and all Appendices, may be reopened by mutual agreement at any time during the effective period of the Contract. This Contract may be extended beyond June 30, 2024 by mutual consent.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Tim Williams, PCFA President

Erik Rohrer, Chair, Board of Trustees
Community College District No. 1

Date: 6/9/2021

The Employer and the Association agree to the ongoing organization of Appendix A to ensure that the Articles in Appendix A align with the Articles in the main body of the Contract. This organization shall conform to the process of “non-substantive modifications for clarity and usage” stipulated in Article 21 of this Contract.

Appendix A: Corrections PCFA Contract Articles

Article 22: Recognition

- 22.1 The Employer recognizes the Association as the exclusive negotiating representative for all academic employees employed by the Board for the purpose of exercising all rights accorded academic employee organizations by RCW Chapter 28B.52. 020.
- 22.2 For the purposes of this contract, the term "academic employee" shall be synonymous with “academic employee” as defined in RCW 28B.52.020 (“...means any teacher, counselor, librarian ... whether full or part-time, with the exception of the chief administrative officer of, and any administrator in, each college district”). All other employees are excluded from the provisions of this Contract.

Article 23: Compliance and Conformity to Law

- 23.1 Employment Notice: All employment notices shall be subject to and consistent with Washington State Law, the terms and conditions of this Contract and for academic employees employed for inmate education, the interagency agreement with the State Board for Community and Technical Colleges. Any notice hereinafter issued shall be subject to the terms of this Contract between the Board and the Association. This Contract, however, shall not abrogate the rights of any academic employee under the provisions of RCW 28B.52.050. If any notice contains language inconsistent with this Contract, this Contract shall prevail unless law, legislative action, or the interagency agreement supersedes contract provisions.
- 23.2 Should any section of this Contract be found contrary to existing law, the remainder of the Contract shall not be affected. In such case, the parties shall enter into immediate negotiations for arriving at a mutually satisfactory replacement of such section.

Article 24: Management Rights

The Board of Trustees has the responsibility and authority authorized in RCW 28B.50.140 to manage and direct the operations and activities of Community College District No. 1. The

exercise of these powers, rights, authorities, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Contract.

Article 25: Association Rights

- 25.1 **Exclusivity:** The rights and privileges of the Association as the exclusive collective bargaining representative and those rights and privileges accorded to the Association by this Contract shall not be granted or extended to any competing labor organization except as directed by the Washington Public Employment Relations Commission (PERC) or applicable statute.
- 25.2 **Parking fees:** No parking fees will be assessed unless required by the Department of Corrections (D.O.C.).
- 25.3 **Miscellaneous deductions:** The Employer agrees to provide, upon receipt of authorization from the eligible employee, payroll deductions from the employee's salary for: Association membership dues, insurance plans, tax-sheltered annuities, or other plans provided that such deductions are in accordance with state law, federal law, OFM regulations, and provided that any plan not offered to employees by the State of Washington have a minimum of six (6) subscribers. The Employer shall also make, when authorized by employees, deductions to a political action committee provided at least twenty five (25) employees have indicated a desire to have such deductions.
- 25.4 **Association/Employer Committee:** Both parties agree that its representatives shall meet at a time and place mutually agreeable for the purpose of reviewing implementation of this Contract and other areas of mutual concern. Committee membership shall consist of two (2) employees appointed by the Association, and two (2) employees appointed by the Employer. The meetings are not intended to bypass the grievance procedure and shall not constitute an invitation to renegotiate the provisions of this Contract. Both parties shall submit an agenda of items they wish to discuss. Neither party shall have control over the selection of the representation of the other party. Nothing in this section shall be construed to obligate either party to modify, limit, restrict, or reduce rights or prerogatives as outlined elsewhere in this Contract.
- 25.5 **Use of District Facilities:** The Association and its representatives shall have the right to use College buildings, equipment and space owned by or assigned to the College without charge for Association meetings. Facilities shall be reserved and used according to standard scheduling and operational procedures.

- 25.6 **Posting and Distribution of Materials:** The Association shall have the exclusive right to post notices of their activities and matters of Association concern on a bulletin board(s) or intranet network designated for such use and to distribute such notices in academic employee mailboxes, email and social media as long as such postings are not in conflict with DOC policy and administrative directive.
- 25.7 **Association Information:** The Employer agrees to furnish the Association information as requested to assist the Association in Contract negotiations, in support of any grievance, and/or support of any academic employee against whom a complaint is filed or pending. This shall include complaints involving dismissal. Confidential personnel information shall be furnished only in accordance with district policy, state, and federal regulations.
- 25.8 **Attendance at Association Meetings:** A remote site representative of the Association shall be granted release time from instructional duties in order to attend scheduled monthly Association meetings as long as adequate arrangements are made with the appropriate supervisor.
- 25.9 **Contract Distribution:** A copy of the contract will be made available online. A printed copy will be made available upon request of the Human Resource Office.

Article 26: Non-Discrimination

- 26.1 **Non-discrimination:** Community College District No. 1, Peninsula College, is committed to a policy of non-discrimination against any person because of race; creed; color; religion, national origin; families with children; sex; marital status; sexual orientation, including gender identity; age; honorably discharged veteran or military status; genetic information, or the presence of any sensory, mental, or physical disability and the use of a trained dog guide or service animal by a person with a disability in its programs and activities.
- 26.2 **Association Membership:** The Employer shall recognize the right of academic employees to organize, join, and support the Association and its activities. The Employer agrees it will not discriminate against any academic employee because of membership in the Association or because of any action taken within the duly established grievance procedure.

Article 27: Academic Freedom

- 27.1 The Employer and the Association agree that academic freedom is essential to the

fulfillment of the purposes of Peninsula College programs in the corrections centers and acknowledge the fundamental need to protect academic employees from censorship or restraint which might interfere with their obligations in the performance of their professional duties. The Employer and the Association agree and acknowledge, however, that the special circumstances of institution-based corrections education require modification of traditional academic freedoms. Accordingly, the academic employee shall be given all possible freedom in curriculum development and classroom presentations and discussions, within parameters established by DOC policies, and education procedures.

- 27.2 The Washington College in Prisons Program Director will make general and special case interpretations of acceptable practices within these parameters. A committee comprised of the CED and the President or designee shall decide Association appeals and unresolved issues regarding academic freedom. Final resolution of academic freedom issues shall be the prerogative of the President. As professionals in their respective disciplines, academic employees are free to select the content and methods within DOC and SBCTC policy guidelines through which they discharge their responsibilities as instructors. Academic employees are free to select textbooks, and resource materials required to carry out their assigned responsibilities consistent with DOC standards and reasonable financial restrictions determined by the Employer.

Article 28: Academic Employee Rights

- 28.1 **Right to Due Process:** The Academic Employee has the right to due process which may include an informal and/or formal process.
- 28.1.1 When an instance or complaint arises that is of such nature that the administration believe it warrants further clarification, outside those covered in Board Policy #503 Gender Equity, the administration may first try to resolve the issue in confidence with the employee through the informal process. Steps of the Informal Process outlined in 27.1.2 below are not considered official actions.
- 28.1.2 **Informal Process:** Nothing herein shall be construed to preclude administrative personnel from attempting to resolve problems with an academic employee member in confidence as long as such resolution does not violate the Contract. Prior to initiating the formal steps of due process in 27.1.3, the employer may meet with the employee unless the employee declines. In such case, the employer may initiate the formal process outlined in 27.1.3. If during the informal meeting, either party believes that discipline may

result, either party can terminate the meeting until Association representation is available. A written record of this informal meeting may be kept in a supervisor's informal file as authorized in 27.2.10. If the matter cannot be or is not resolved in the informal process, then the complaint shall be committed to written form and placed in the employee's personnel file following the process outlined in Section 27.2.

- 28.1.3 **Formal Process:** No academic employee shall be officially reprimanded, disciplined, dismissed, or reduced in compensation without sufficient cause. Official actions are the results of the formal process outlined herein and shall be those that are documented, reviewed by the academic employee, and placed in the academic employee's personnel file.
- 28.1.4 Any charges against an academic employee which may result in an official reprimand, discipline, dismissal, or reduction in compensation shall be made in writing and conveyed to the employee in person or by certified mail and shall include notification that the employee is entitled to representation at any meeting called regarding this issue. Notification shall also be sent to the PCFA President prior to the meeting.
- 28.1.5 An academic employee member shall have the right to have one individual of his/her choice present at any meeting wherein the academic employee member believes he/she may be officially reprimanded, disciplined, or denied rights available under this Contract and may delay the meeting for up to five (5) days until his/her representative is available. In the event the employee chooses not to be represented by the Association, the Association shall have the right to attend any such meeting to represent the interest of the Association.
- 28.2 **Personnel Files:**
- 28.2.1 Copies of materials in the official personnel files shall be confidential and shall be restricted to use at formal institutional meetings, for normal administrative requirements, or when otherwise required by law.
- 28.2.2 Each academic employee shall have access to his/her own personnel file during normal working hours upon reasonable advance notification and/or may designate in writing a representative of his/her choice for such access.
- 28.2.3 An academic employee shall be notified of any requests, either oral or written, for access to his/her personnel file other than those authorized in section 27.2.1.
- 28.2.4 The employer may place derogatory materials in the personnel file. The academic employee will be invited to read and append answers to any charges, complaints, or statements involved.

- 28.2.5 The academic employee shall then sign the derogatory materials within 5 academic calendar days of being notified that materials will be placed in his/her personnel file and return the materials to the employer.
- 28.2.6 Failure by the employee to sign the document(s) shall not preclude the employer from placing said material in the personnel file. In such an instance, the employer shall attach written documentation confirming the process used to afford the academic employee the opportunity to read and acknowledge the material(s).
- 28.2.7 Signing does not necessarily imply agreement with the statements contained in the materials.
- 28.2.8 If there is no recurrence of issues related to the derogatory materials placed in the file, such materials will cease to be valid for future disciplinary action after thirty six (36) months.
- 28.2.9 Materials placed in the personnel file will not be removed without the knowledge of the academic employee member.
- 28.2.10 Only one official personnel file shall be kept by the employer. This, however, shall not preclude the maintenance of all lawful payroll records by the Human Resource Office, nor vocational certification records, nor working files for the purpose of performance appraisal or resolution of complaints.
- 28.2.11 Copies of any materials to be used by the employer in initiating disciplinary action against an employee shall be given to the employee and the original materials shall be placed in that employee's personnel file at the time the Formal Process is initiated. If there are items that are impractical to copy, a description of the item will be placed in the personnel file and given to the employee. Reasonable security and access to stored materials must be provided to the employee.
- 28.2.12 Materials not properly placed in the employee's personnel file cannot be used against the employee. Additional material must follow the process outlined in 27.2.11 before being used against the employee.
- 28.2.13 An exception to this section shall be an emergency in which the College President may decide that immediate suspension or other action is in the best interest of employees, students, or the College. Documentation in such instances shall be placed in personnel files within a reasonable time not to exceed thirty (30) calendar days.
- 28.3 Working Conditions:**
- 28.3.1 Working Conditions: Academic employees normally shall not be required to work under

unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. The Association recognizes that potential hazards exist for academic employees assigned to remote sites providing services to the DOC which arise from contact with inmate populations who have demonstrated a disregard for the safety of others and whose potential of violence cannot be predicted.

28.3.2 For academic employees working in DOC institutions, working conditions shall be consistent with DOC standards.

28.3.3 **Lockdown:** Lockdown periods represent an effort by the DOC to maintain and assure the safety of all. The employer will advise each academic employee of the duties each will perform during a lockdown period based on the current interagency agreement between the SBCTC and the DOC.

28.4 **Board Policies:** Academic employees may access the Board policies on-line. Any inconsistency between Board policy and this Contract will go to the Association/Employer committee. All Employer policies, procedures, and regulations shall be made available online upon approval.

28.5 **Insurance:** The Employer shall contribute to state-authorized insurance plans according to state regulations and the requirements of the Public Employees' Benefits Board for eligible academic employees.

28.5.1 All premiums in excess of the amount specified by state law and insurance regulations shall be borne by the employee.

28.5.2 During periods of authorized leave without pay, employees may choose to continue in authorized insurance programs by self-paying premiums assessed by the Health Care Authority.

28.5.3 Employer insurance premium contributions shall be made for all academic employees only for months for which they are eligible.

Article 29: Leave

29.1 **Types of leave:** It shall be the policy of Peninsula College to grant leave to academic employees for purposes such as: professional development, family medical leave, military, bereavement, personal illness or injury, personal, and others as approved.

29.2 **Academic employee responsibility:** It shall be the responsibility of the academic employee to: report absences and submit leave in a timely manner.

29.3 **Conditions that apply to requests and approval:**

29.3.1 **Duration:** This article shall apply to all leaves for periods of one day or more. A

leave, if granted, can be given for any period of time up to the end of the current DOC interagency agreement or as federally mandated. Application for leave: Application for leave shall be made using the College leave reporting process. In case of emergencies necessitating immediate departures, this requirement shall be waived and leave shall be granted ex post facto if approved.

29.3.2 **Continuation of employee benefits:** All employee benefits shall continue during the period of leave except as defined by State regulations.

29.3.3 **Academic employee obligations:** Employees on leave of absence may be required to meet certain obligations relating to their leave status as specifically provided by the DOC/SBCTC interagency agreement.

29.3.4 **Other income:** Academic employees on paid leave, or who are applying for such leave, who receive or expect to receive income for professional services during the period of leave shall be required to report such income as a condition of their leave status.

29.3.5 **Reimbursement of expenses:** The College shall reimburse academic employees on leave for all travel and related living expenses when such travel and expenses are in the interest of the College and approved by the CED.

29.4 **General Leaves**

29.4.1 **Leaves of Absence:** Leave of absence shall mean approved absence from duty without pay.

29.4.1.1 It is recognized that leaves of varying lengths are sometimes necessary; however, a leave of absence will not exceed the end of the current DOC interagency agreement or as federally mandated.

29.4.1.2 An approved leave of absence shall provide the academic employee with assurance of reemployment without loss of benefits; however, no step advancement credit or benefit provisions shall accrue during a leave of absence.

29.4.1.3 A leave request shall be judged on the merits of the request and the best interest of the College. A leave of absence may include, but not be limited to, advanced study, serving as officer or staff member of a professional organization, or appointment or election to a political or public office.

29.4.2 **Professional Leave:** Professional leave is neither accumulative nor deductible from other leave to which the academic employee is entitled.

29.4.2.1 **Meetings/Workshops:** Academic employees may be granted leave to attend

meetings/conferences. A Travel/Trip Request form shall be submitted to the Washington College in Prisons Program Director at least five (5) days prior to the meeting or as soon as possible if the academic employee has less than five (5) days' notice.

29.5 **Sabbatical Leave:** Not applicable

29.6 **Emergency Leave:**

29.6.1 Emergency leave with pay may be granted to Corrections full time academic employees not to exceed five (5) days per employee per year.

29.6.2 Situations in which emergency leave shall be granted are as follows:

29.6.2.1 when preplanning is not possible;

29.6.2.2 when the problem is of major importance, not a matter of mere convenience, including emergency medical, dental, or optical appointments.

29.6.3 Applicants shall request leave within thirty (30) days after the date of absence.

29.6.4 Leave in this category will be deducted from academic employee non18 compensable leave balance.

29.7 **Bereavement Leave**

29.7.1 For all full-time academic employees, up to five (5) days will be allowed as bereavement leave for each occurrence of a death in the immediate family as defined below. Individuals may negotiate additional bereavement time with the appropriate supervisor on a case-by-case basis due to extenuating circumstances. Any additional time granted upon agreement of the employee and supervisor is subject to 8.7.4.

29.7.2 The immediate family shall be interpreted to include the parents (including step parents), siblings, spouse, domestic partner, child (including step child), parents-in-law, domestic partner's parents, brother-in-law, sister-in-law, grandparents, grandchildren, foster children and other parties for whom the employee has a legal guardianship.

29.7.3 When death occurs outside the immediate family, an academic employee desiring bereavement leave must make special request to the Vice-President of instruction.

29.7.4 Leave in this category will be deducted from academic employee non35 compensable leave balance.

29.8 **Military Leave:** Military leave shall be granted to an academic employee under the provisions of the applicable federal and state statutes.

29.9 **Civic/Jury Duty/Subpoena Leave:** Should an academic employee be summoned to jury duty, the College will release the employee.

29.9.1 Every effort will be made to find a qualified replacement for the academic employee

called; however, if a qualified replacement cannot be found, the court will be requested to release the employee(s) from jury duty.

29.9.2 An academic employee serving on jury duty shall be paid his/her regular salary.

29.9.3 Academic employees will be granted subpoena leave as may be required by the subpoena and shall be paid their regular salaries. This exclusion shall not apply when the employee is named as plaintiff or defendant while in the performance of College duties.

29.10 **Domestic Violence Leave:** Academic Employees may use sick leave for leave as required by the Domestic Violence Leave Act, RCW 49.76.

29.11 **Family Medical Leave:**

29.11.1 Peninsula College grants up to twelve weeks of family and medical leave during a twelve-month period to eligible academic employees in accordance with the Family Medical Leave Act of 1993 (FMLA) for the following reasons:

29.11.1.1 Parental leave for the birth and care for a newborn child or the placement and care for adoption or foster care of a child;

29.11.1.2 Personal medical leave due to the employee's own serious health condition;

29.11.1.3 Family medical leave to care of a spouse, child, parent or domestic partner who suffers from a serious health condition

29.11.1.4 A qualified exigency as defined by the Department of Labor arising from the fact that the spouse, child, or parent of the employee is on active duty or has been notified of an impending call to active duty.

29.11.2 Twenty six weeks of Service Member Family Medical Leave will be provided to an eligible employee who is the spouse, child, parent, or next of kin of an injured or seriously ill service member when the illness or injury is incurred in the line of duty.

29.11.3 The College defines the twelve month period for FML as beginning on the first date such leave is taken and running for the 12-month period.

29.11.4 An academic employee needing Family Medical Leave should, when possible, complete a FMLA request form prior to the commencement of the leave.

29.11.5 Such leave may be paid, following the FMLA Peninsula College Board procedure 219.01.

29.11.6 The "Paid Family and Medical Leave" (PFML) program is a statewide insurance program that offers Washington workers the opportunity to receive partial wage replacement while on leave for qualifying family and/or medical events after

establishing eligibility. To fund this program, employers and employees split the cost of the premiums that go into a fund managed by the Washington State Employment Security Department (ESD).

29.11.6.1 Paid Family and Medical Leave is funded through premiums paid by both employees and employers, as determined by the legislature.

29.11.6.2 Per [RCW 50A.05](#), the Peninsula College Faculty Association authorizes Peninsula College to withhold faculty premiums for the Paid Family and Medical Leave (PFML) program. Peninsula College agrees to pay the Employer's portion of the premiums.

29.12 Sick Leave:

29.12.1 Sick leave will be provided to academic employees for the following:

29.12.1.1 Illness, disability, or injury that has prevented the academic employee from performing required duties;

29.12.1.2 Illness in the immediate family which requires the employee to provide immediate necessary care of the patient or to make arrangements for extended care. (Immediate family is defined as for bereavement leave.)

29.12.1.3 When serious illness occurs outside the immediate family which requires the employee to provide immediate necessary care of the patient or make arrangements for extended care, an academic employee desiring the use of sick leave must make a special request to the Vice President of Instruction.

29.12.2 **Duration:** Peninsula College grants up to twelve weeks of family and medical leave during a twelve-month period to eligible academic employee in accordance with the Family Medical Leave Act of 1993. The College defines the twelve month period for FML as beginning on the first date such leave is taken and running for the 12-month period.

29.12.3 **Notification:** In case of illness or injury to the employee or immediate family member, that employee or designee must report to the Washington College in Prisons Program Director as soon as it becomes apparent that he/she will be unable to meet classes or perform assigned duties. The employee must keep the Washington College in Prisons Program Director informed of progress and expected date of return to duty. An academic employee must submit a leave report upon return to work.

29.12.4 **Transferability:** Accumulated sick leave for Corrections full-time or part time

academic employees shall be transferred from one community college district to another in accordance with applicable statute. All leave transferred into this District shall be computed for compensability on the same basis as leave accumulated with the District

29.12.5 **Accumulation of Leave:**

29.12.5.1 Corrections full-time academic employees shall have posted to their leave records a credit of twelve (12) days of sick leave annually accumulated at the rate of one day (8 hours) per calendar month. Such days shall be deemed compensable for any month during which full-time contractual days are worked (normally ten (10) days). The remaining days, (normally two (2) days), shall be non-compensable. Pursuant to RCW 28B.50.551, each academic employee's unused sick leave allowance shall accumulate from month to month without limit.

29.12.5.2 Annualized associate academic employees shall accumulate leave based on one day (8 hours) per month of employment, prorated to reflect the percentage of full-time load. Annualized associate academic employees will not accrue sick leave in the summer quarter.

29.12.5.2.1 Individuals who are employed full-time in concurrent temporary part-time academic employee/administrative assignments shall accumulate leave according to Section 8.11.5.1

29.12.5.3 Beginning the first quarter of employment, a part-time academic employee shall accumulate sick leave on the basis of one day (8-hour) per month of classroom and/or lab teaching employment, prorated to reflect the percentage of full-time load. Recognizing that teaching loads fluctuate within the quarter, accrual will be based on a prorated 8-hour day at time of accrual (end of month.) This accrual will be credited to compensable sick leave.

29.12.5.4 Part-time academic employee leave usage shall be prorated to reflect the percentage of full-time load at time of usage. Leave cannot be used in advance of accrual. Leave can only be used when the employee is under a current contract status.

29.12.5.5 Moonlight appointments do not accrue leave, as those academic employees are already accruing at the maximum allowed by law.

29.13 **Compensability:** Compensability of leave shall be according to RCW 28B.50.553.

29.14 **Leave Usage:** No deduction in pay will be made up to the total number of days of

accrued leave. Deductions from accrued sick leave for illness or injury shall be charged against compensable days until such account is exhausted; thereafter, charges shall be to non-compensable days until such account is exhausted. All days utilized under emergency leave, and bereavement leave, shall first be charged to non-compensable days until such account is exhausted. Leave beyond the total number of days of accrued leave shall be deducted from salary at the per diem rate of the annual contract for each day of absence.

29.15 **Leave Usage Chart**

Compensable Sick Leave (S)	Non-compensable Sick Leave (N)
Employee injury/illness	Emergency Leave
Family injury/illness	Bereavement Leave

29.16 **Personal Leave:**

29.16.1 Full-time annually contracted academic employees shall have one personal leave day per academic year (September-June) plus a second personal leave day which may not be taken on a scheduled teaching day. Personal leave does not accumulate and lapses at end of the contract year if not used.

29.16.2 Annualized associate academic employees shall have one personal leave day per academic year, teaching or non-teaching. Personal leave days shall be non-cumulative and shall be arranged in advanced with the CED.

29.17 **Special Leave Consideration:** not applicable.

29.18 **Life Giving Leave:** Academic employees are authorized paid leave for up to 5 (five) days in a two year period for the sole purpose of participating in “medically supervised procedures involving the testing, sampling, or donation of blood, platelets, organs, fluids, tissues, and other human body components for the purposes of donation, without compensation, to a person or organization for medically necessary treatments.” This leave is not deducted from any other leave balance.

29.19 **Leave for Reason of Faith and Conscience:** Academic employees are authorized two unpaid holidays per calendar year for a reason of faith and conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization

Article 30: Appointments and Titles

30.1 **Appointment Categories:** Academic employee as defined herein shall be hired in one of the following appointment categories, which shall be designated on all employment notices. These appointments result from special funding by DOC and may be terminated upon a reduction or elimination of funding or program.

30.1.1 **Corrections Full-Time**

30.1.1.1 **Corrections Full-time Academic Employee:** An appointment for a full load as defined in Article 10, not eligible for tenure, for a definite period of time that may be revoked only for sufficient cause and by due process as defined by the laws of the State of Washington. An expectation of renewal will exist based upon the continued funding and program continuation.

30.1.1.2 **Probationary Corrections Full-time Academic Employee:** An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment, but which may not be terminated without sufficient cause and due process prior to the expiration of the term of an annual appointment. The probationary term is defined as three academic years. At the end of the probationary period, by the end of winter quarter of the third academic year, the President in consultation with the CED may grant or deny Corrections Full-time employment as defined in 29.1.1.1.

30.1.1.3 **Temporary:** An appointment for a designated period of time which may be terminated without cause upon expiration of the term of the appointment but which may not be terminated without sufficient cause and due process prior to the expiration of the term of appointment

30.1.1.3.1 Such appointments are contracted on an annual or quarterly basis, at the discretion of the President.

30.1.1.3.2 A temporary appointment does not constitute a probationary appointment and a temporary appointment does not lead to eligibility for Corrections Full-time status.

30.1.1.3.3 All temporary appointments expire at the end of the contracted period without further action of the Employer.

30.1.1.3.4 Temporary appointments may be made in the following categories:

30.1.1.3.4.1 An appointment which is funded by federal monies or other special funds as defined by RCW 28B.50.851.2 (b).

30.1.1.3.4.2 An appointment to replace a Corrections Full-time Academic employee who has been granted leave.

30.1.1.3.4.3 Other appointments as determined by the President.

30.1.2 **Part-Time Appointments:** An appointment for less than a full-time annual instructional load as defined in the workload section of this contract shall be defined as a part-time appointment. Categories of part-time academic employee shall be established as follows:

30.1.2.1 **Annualized Associate Academic employee:**

When an expected annual workload is over 50% but less than 100%, a position may be designated as Annualized Associate by the Chief Instructional Administrator/designee or Vice President for Student Services/designee. Such decisions are based upon factors such as enrollment, College revenue, program needs, and other institutional priorities.

30.1.2.1.1 Annualized associate academic employees shall be compensated pro-rata from the full-time academic employee salary schedule (Appendix B), shall carry academic employee benefits as defined herein as for associate academic employees, and shall carry pro-rata non-instructional duties.

30.1.2.1.2 Such employment contracts will specify only a minimum employment level of fifty (50) percent annually as assigned by the CED depending upon the needs of the college program.

30.1.2.1.3 Such appointments are for one year only and may be renewed with the approval of the Washington College in Prisons Program Director.

30.1.2.1.4 The calculation of percentage of load for determining annualized associate academic employee status shall conform to the full-time teaching load stipulations as described in Article 10. Calculations for determining percentage of full-time teaching load shall be limited to credit-bearing courses.

30.1.2.1.5 **Conversion of Annualized Associate Positions to Tenure Track Positions:**

Annualized Associate positions may be converted to tenure-track positions. Decisions about such conversions are contingent upon factors such as successful faculty evaluations and the completion of a competitive search.

30.1.2.2 Evaluation of Associate faculty will occur during year 1 and every 3 years thereafter depending on position continuance. At the end of every 3-year evaluation, the Employer determines whether or not that position will be established as tenure-track.

- 30.1.2.2.1 The evaluation of academic employees filling Annualized Associate positions will include a self-evaluation, student evaluations, and teaching observations (or equivalent for librarians and counselors).
- 30.1.2.2.2 If the Employer determines that the position will be established as a tenure-track position, the Employer will conduct a competitive search to fill the position. Incumbents will be given an interview for tenure-track positions where minimum requirements of the position have been met.
- 30.1.2.3 **Part-time academic employee:** Part-time academic employees shall be appointed for less than an annual full-time teaching load and shall be contracted quarterly. There is no seniority for part-time academic employees.
- 30.1.2.3.1 Such appointments shall be compensated from the part-time instructor salary schedule (Appendix C).
- 30.1.2.3.2 When part time academic employees are teaching an existing class, they shall teach to department established specific competencies/learning objectives.
- 30.1.3 **Part-time Hourly:** Not applicable.
- 30.1.4 **Grant and Externally Contract Supported Academic Employee:** Not Applicable.
- 30.1.5 **Priority of Appointments:** Corrections full-time academic employees shall have priority rights over annualized associate academic employees and part-time academic employees to maintain a full load in class assignments. If not in conflict with scheduling needs Corrections full-time academic employees shall be given first consideration as to the hours (time of day) they teach.
- 30.2 **Academic Employee Screening Procedure:**
- 30.2.1 It shall be the responsibility of the President to employ academic employees, and to notify candidates of their selection.
- 30.2.2 In implementing this policy, it shall be the responsibility of the President or designee to:
 - 30.2.2.1 Identify vacancies and recommend the creation of new positions;
 - 30.2.2.2 Develop descriptions of qualifications and duties relating to such positions;
 - 30.2.2.3 Make appropriate announcements of such vacancies;
 - 30.2.2.4 Prescribe a method of application and an appropriate application format;
 - 30.2.2.5 Select academic employees who hold an appropriate education or work background.
 - 30.2.2.6 It shall be the responsibility of the CED or designee to:
 - 30.2.2.6.1 Secure appropriate credentials of the candidates;

30.2.2.6.2 Arrange for interviews.

30.2.3 **Applicant Screening Procedure**

30.2.3.1 Selection criteria/minimum requirements:

30.2.3.1.1 Full-time basic skills academic employees must have a minimum of a bachelor's degree.

30.2.3.1.2 Professional technical academic employees shall be hired in accordance with WAC 131-16-091.

30.3 **Titles**

30.3.1 Corrections Academic employee shall be classified by title. Title classification shall be updated each year by October 31 and based upon the following minimum criteria:

30.3.1.1 Professor: Ten years' experience as an academic employee.

30.3.1.2 Associate Professor: Six years' experience as an academic employee.

30.3.1.3 Assistant Professor: Three years' experience as an academic employee.

30.3.1.4 Instructor: All others

(NOTE: years of experience for purposes of title classification, as referenced above, may not coincide with an individual's step on the salary schedule.)

30.3.2 An Annualized Associate Academic Employee shall have the same title privileges preceding the Associate Academic Employee designation and must meet the same minimum requirements.

Annualized Associate titles shall be:

30.3.2.1 Professor: Associate Faculty

30.3.2.2 Associate Professor: Associate Faculty

30.3.2.3 Assistant Professor: Associate Faculty

30.3.2.4 Instructor: Associate Faculty

Article 31: Job Description and Workload

31.1 **Job Description for classroom academic employees**

31.1.1 **Classroom Academic employees:** Classroom academic employees shall develop curriculum, provide course materials, teach classes, evaluate student work, and assign grades. The assignment for a classroom academic employee is to:

31.1.1.1 Develop, assess, improve, and deliver curriculum in a variety of modalities;

31.1.1.2 Teach assigned courses in accordance with course descriptions and learning outcomes outlined in the syllabi;

31.1.1.3 Utilize current technology appropriate to the program or discipline to facilitate

teaching and learning;

- 31.1.1.4 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college policies;
- 31.1.1.5 Orient students at the beginning of each course to the objectives of the course, learning outcomes, assessment methods, basis of grading, attendance requirements, the nature of assignments and class requirements;
- 31.1.1.6 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;
- 31.1.1.7 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college and DOC policies;
- 31.1.1.8 Maintain regular scheduled and posted office hours for assisting students;
- 31.1.1.9 Participate in student advising;
- 31.1.1.10 Serve on standing and/or ad hoc committees;
- 31.1.1.11 Participate in scheduled inmate education academic employee meetings, and other committee and/or planned activities as assigned; and
- 31.1.1.12 Maintain a Professional Development Plan that ensures continuing education and ongoing currency in one's instructional area (s).
- 31.1.1.13 Participate in annual planning and assessment.

31.2 **Workload**

- 31.2.1 The full-time workload for Corrections academic employees shall be determined by contact hours per week. The normal workload assignment will be thirty (30) contact hours per week.
- 31.2.2 Corrections full-time academic employee contracted beyond normal instructional loads shall be compensated according to the part-time instructor salary schedule for such additional assignments.
- 31.2.3 The CED shall make alternative academic employee assignments in consultation with the affected academic employee in any case where the normal workload is not achieved.
- 31.2.3.1 The meeting of scheduled classes is a basic teaching responsibility. When academic employees cannot meet with a scheduled class, academic employee must make appropriate alternative arrangements with the CED.

31.3 **Contracted Days**

- 31.3.1 The normal annual contract for full-time academic employee shall consist of 175

contractual days, 162 of which will be instructional days as scheduled in the academic calendar.

31.3.2 **Exception:** An academic employee and the administration may determine that an annual contract consist of any three of the four scheduled quarters if required by the needs of the program. This will not reduce the number of contractual days but may reduce the number of instructional days and require the academic employee to teach a full load during a compressed quarter.

31.3.3 An academic employee work-day is defined as eight hours per day for such purposes as leave usage and salary pro-rating.

31.4 **Reassignment of Full-Time Academic employees:**

31.4.1 The Association recognizes the employer's need to provide instruction when and where needed. Change in the assignment of an academic employee shall be made only if such assignment is necessary in order to maintain his/her normal workload or to maintain a program of instruction.

31.4.2 Change in the assignment of an academic employee will be made with consultation and appropriate notice to the employee.

31.4.3 If a change in assignment requires an academic employee to commute to an alternative work site from their official workstation, the employer shall pay mileage to the alternative work site.

Article 32: Grievance Procedure

32.1 A grievance is defined as an alleged violation, misapplication, or misinterpretation by the Employer of the terms of this Contract which the Association has bargained.

32.2 **Eligibility to file:** Any Corrections full-time, temporary full-time, or temporary part-time employee, or the Association, may file a grievance. If two or more complainants have the same grievance, a joint grievance may be filed and processed as a single grievance.

32.3 At each step of the grievance procedure, the Association, as the exclusive representative, has the right to designate the person who will represent the employee on behalf of the union. Any person(s) who might contribute to the resolution of the grievance may be requested by the employee and/or the Association President or designee to appear and provide relevant information.

32.4 Exclusive representation for a grievant shall be through the Association. However, an

employee may elect self-representation, provided that the Association is given the opportunity to present and provide information, testimony or evidence at any grievance meeting.

- 32.5 There shall be no reprisal by the Association, the Employer or its employees by reason of involvement in or use of the grievance procedure.
- 32.6 Nothing herein contained shall be construed as limiting the right of any employee to discuss the matter of concern informally with an appropriate member of the administration.
- 32.7 Any grievance processed under the terms of this Article shall be defined clearly and the alleged Contract violations specified.
- 32.8 The Association shall not approve nor authorize direct communication about the grievance with individual members of the Board during the grievance process. All Association communications with the Board shall be through established procedures for submitting agenda items for regularly scheduled Trustee meetings.

32.9 Computation of Time

- 32.9.1 Working days are defined as those days on which the College is officially open.
- 32.9.2 Any grievance not presented in writing within thirty (30) working days after the occurrence of the event or the condition giving rise to the grievance shall be waived for all purposes. If the Employer fails to comply with the grievance time limits, the grievance shall proceed to the next step. If the Grievant fails to comply with the grievance time limits, the grievance shall be waived. Time limits may be waived or extended by mutual written agreement.
- 32.9.3 For purposes of computing time for filing a grievance only those days which are days as defined in Section 11.9.1 shall be counted in the thirty (30) day time period for filing.
- 32.9.4 In computing days, day one is the day after the event in question occurs or the day after the academic employee(s) or the Association becomes aware of the alleged violation, whichever is later.
- 32.9.5 Time limits herein may be extended by mutual written agreement between the Association and the Employer.
- 32.9.6 All documents, communications, and records of the grievance shall be filed in a file separate from the personnel file(s) of the complainant(s).
- 32.10 **Grievances shall be handled in the following manner:**
 - 32.10.1 **Step One: Pre-Grievance:** The employee(s) and/or the Association President or designee shall discuss the contract issue that is giving rise to the potential

grievance with the appropriate immediate supervisor. Every effort shall be made to resolve the issue at this level in an informal manner within (twenty) 20 work days.

32.10.2 If the issue is not resolved informally within the twenty (20) days specified, the issue may be moved to the next step by the Association after being converted to a written statement of a grievance by the employee, dated, and signed by the employee and Association President or designee.

32.10.3 The written grievance shall state the specific factual basis of the grievance, the provision or provisions of the Contract involved, and the remedy sought. The Chief Instructional Administrator (CIA) or designee, shall be given the written grievance and will note receipt of the same by countersigning and dating the original grievance and giving a copy of the grievance to the Association President or designee. The Chief Instructional Administrator or designee shall hold a grievance meeting within ten (10) work days to hear evidence. Within ten (10) work days of that meeting, the Chief Instructional Administrator or designee shall render a decision and respond to the Association in writing including the reasons upon which the decision is based. It shall be the Association's responsibility to notify the grievant of the decision.

32.10.4 **Step Two:** If no mutual settlement is reached at Step One, the written grievance may be submitted to the President or a designated representative not more than ten (10) working days after the Chief Instructional Administrator's Step One response.

32.10.5 The President or designee shall hold a grievance meeting within ten (10) work days to hear evidence. Within ten (10) work days of the Step Two meeting, the President or designee shall render a decision and respond to the Association in writing including the reasons upon which the decision is based. It shall be the Association's responsibility to notify the grievant of the decision.

32.10.6 Representative(s) of the Association shall be present at any meeting involving the grievant. At least three (3) working days' notice of the time and place of the hearing shall be given to all concerned parties. The President's answer shall be deemed to be the final position of the Employer.

32.10.7 **Step Three:** If no mutual settlement is reached at Step Two, the

Association may, at its sole discretion, within ten (10) working days after the date of the Step Two answer, request by written notice to the Employer that the grievance be arbitrated.

- 32.10.8 **Question of Arbitrability:** Any question regarding the substantive or procedural arbitrability of a grievance shall be raised in writing by the College no later than ten (10) days after receiving written notification from the Association of its desire to arbitrate.
- 32.10.8.1 Upon the filing of a demand for arbitration on the merits of any such grievance by the Association in accordance with Article 11.10.7 of this Contract, the College shall have the right to file its own demand for arbitration on the question(s) of arbitrability that it has thus raised, provided that such a demand must be within fifteen (15) work days of the Association's demand and provided further that the filing of any such demand by the College shall serve as a stay of the arbitration on the merits until such time as the arbitrability of the grievance is finally decided. Following a decision and award adverse to the College under this Section, arbitration on the merits of the grievance shall proceed.
- 32.10.8.2 The arbitrator selected for purposes of this Section shall have authority to decide all substantive and procedural arbitrability issues raised by the College in its Step Two determination, and the parties agree to accept the arbitrator's decision and award as final and binding upon them. Except as they may otherwise be modified by this Section, the powers and duties of the arbitrator shall be as specified in Article 31.10.9 below.
- 32.10.8.3 Any arbitrator selected for purposes of this Section shall not have authority to rule on the merits of the grievance itself unless otherwise agreed by the parties. The fees and expenses of such arbitrator shall be paid by the losing party unless the arbitrator is also permitted by contract of the parties to rule on the merits of the grievance, in which case the provisions of Article 31.10.9. shall govern. Should more than one (1) arbitrability question be considered by the arbitrator and should the decision and award constitute a split where one or more but not all such questions are decided in favor of one or the other party, the fees and expenses shall be apportioned to reflect the split.
- 32.10.8.4 Failure of the College to submit questions of substantive and/or procedural arbitrability to arbitration pursuant to the provisions of this Section shall serve as a bar to the raising of such questions in any arbitration on the merits. Only

grievances initiated during the life of this Contract may be submitted to arbitration. The parties agree to accept the arbitrator's award as final and binding upon them. The arbitrator shall not have any power to modify, add to, subtract from, or disregard any of the terms and conditions of this Contract

32.10.9 Arbitration

32.10.9.1 Matters subject to arbitration shall be referred to Public Employment Relations Commission or the American Arbitration Association under voluntary rules.

32.10.9.2 Only grievances which involve an alleged violation by the Employer of a specific section or provision of this Contract and which are presented to the Employer in writing according to the terms of this Contract and which are processed in the manner herein provided shall be subject to arbitration.

32.10.9.2.1 The arbitrator shall have no authority to render a decision or award that modifies, adds to, or subtracts from the provisions or conditions of this Contract or any practices and policies which relate to the terms or working conditions of the employee.

32.10.9.2.2 The arbitrator shall have no authority to render a decision or award beyond the termination date or renewal or extension of this Contract.

32.10.9.2.3 The arbitrator shall have authority to base a decision or award only on the basis of evidence and matters presented by both parties in the presence of each other and the matters presented in the written briefs of the parties.

32.10.9.3 The fees and expenses of the arbitrator shall be borne equally by the parties. The decision of the arbitrator within the time limits herein prescribed shall be final and binding upon the Employer, the Association, and the employee(s) affected, consistent with the terms of this Contract.

32.10.9.4 Decisions regarding the granting of Corrections full-time academic employment status or non-renewal of probationary Corrections academic employees at the end of the employment notice term shall not be grievable.

Article 33: Professional Development

33.1 Professional Development:

33.1.1 Peninsula College affirms the need for professional development of its academic employees as an important way of improving instruction, morale, and the effectiveness of the College as a whole in serving both students and community members.

Independent research, study, writing, and other creative activity shall be encouraged but

shall not diminish the instructional effort. All academic employees shall satisfy the requirements of Chapter 131-16 of the Washington Administrative Code. In addition, each academic employee shall develop a five (5) year individual professional development plan.

- 33.1.2 Funds for professional development shall be allocated in the interagency agreement in addition to any other budget resources available for acceptable professional development activities agreed to by both parties.

Article 34: Academic Employee Evaluations

- 34.1 **Purpose:** The purpose of this article is to establish a fair and consistent procedure for evaluating effectiveness of faculty in the performance of assigned duties.
- 34.2 **Corrections Academic Employee Evaluations**
- 34.2.1 A formal evaluation shall be completed annually for each full-time probationary Corrections academic employee and no less than once every five years for each full-time Corrections academic employee. Part-time Corrections academic employees shall be evaluated within the first year of employment and no less than once every five years. The evaluations shall be presented to the appropriate Dean by the Washington College in Prisons Program Director.
- 34.2.2 The CED will notify the academic employee during the fall of the evaluation year. The evaluation consists of:
- 34.2.3 A completed self-evaluation on a form provided by the Washington College in Prisons Program Director.
- 34.2.4 An instructor evaluation form to be filled out by students in accordance with the instruction's schedule.
- 34.2.5 A classroom visitation and evaluation by a current or former full-time Academic Employee or appropriate administrator.
- 34.2.6 The Washington College in Prisons Program Director will review the evaluation materials and communicate with the academic employee regarding the evaluation and any recommendations or action.
- 34.2.7 If the evaluatee wishes to add a statement to the evaluation report, he/she may do so; however, the evaluatee will sign a statement that he/she has read the report.
- 34.2.8 Re-evaluation will be completed in a subsequent quarter whenever the supervisor

judges it is warranted; otherwise, re-evaluations will occur in no less than five years for Corrections academic employees and annually for probationary Corrections academic employees.

34.2.9 The evaluation criteria shall be as described in 13.3.

34.2.10 The result of evaluations will become part of the personnel file.

34.3 A formal evaluation shall be completed annually for each probationary Corrections academic employee and no less than once every five years for each Corrections academic employee and presented to the appropriate Dean by the Washington College in Prisons Program Director. The procedure for a full-time academic employee will consist of two components: an individualized job description for the contract period; and an evaluation report to be completed at least 60 days prior to the end of the contract period. Interim evaluations may be completed for probationary Corrections academic employee. The procedure for a part-time academic employee will consist of one evaluation prior to the end of the academic year.

34.3.1 Full-time Academic employment will begin at the completion of three year's successful Probationary Corrections Full-time Academic employee's evaluations.

34.3.2 The individualized job description, to accompany the ENSRC, will detail general and specific duties and performance expectations for the contract period, as negotiated and agreed by the academic employee and the Washington College in Prisons Program Director. An evaluation report will include the Washington College in Prisons Program Director's evaluation of the academic employee's performance, with recommendations regarding a subsequent contract, and the response to the final evaluation and recommendations by the academic employee. The individualized job description, and evaluation for full-time academic employees will be given to the appropriate Dean for consideration in personnel decisions and will be included in the academic employee's personnel file. The final evaluation for part-time academic employees will reside in the Washington College in Prisons Program Director's office. A copy of this document is available upon request to the Washington College in Prisons Program Director's office.

34.4 **Evaluation Criteria**

34.4.1 Develop, access, improve and deliver curriculum in a variety of modalities;

34.4.2 Teach assigned courses in accordance with course descriptions and learning outcomes outlined in the syllabi;

34.4.3 Utilize current technology appropriate to the program or discipline to facilitate teaching and learning;

- 34.4.4 Gather, organize and/or create course materials that facilitate learning;
- 34.4.5 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college and DOC policies;
- 34.4.6 Orient students at the beginning of each course to the objectives of the course, learning outcomes, assessment methods, basis of grading, attendance requirements, the nature of assignments and class requirements;
- 34.4.7 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;
- 34.4.8 Provide records and data needed to comply with the State Board interagency agreement, federal and state requirements and regional accreditation standards;
- 34.4.9 Participate in student program planning;
- 34.4.10 Participate in all scheduled inmate education academic employee meetings, and other committee and/or planned activities as assigned; and
- 34.4.11 Create and regularly update a Professional Development Plan that ensures continuing education and ongoing currency in one's instructional area(s).

34.5 **Disposition of Evaluations**

Details and results of evaluation reports shall be available only to the evaluated academic employee, the Washington College in Prisons Director, the Dean for Continuing Education, the Chief Instructional Administrator, the Human Resource Director, the President, the Board of Trustees, the Superintendent of the DOC, and to others as required by law.

Article 35: Intellectual Property Rights

- 35.1 The College recognizes the right of an academic employee, to exercise individual initiative in creating materials that are protected under federal copyright statutes and that may generate royalty income for the creator when marketed. Additionally, the College further encourages the academic employee to exercise this right of initiative. This contract does not affect the personal ownership rights of academic employees to intellectual property generated independently of the college.
- 35.2 **Individual Effort:** Any academic employee who produces copyright-eligible material as the result of individual initiative and without the assistance, support or sponsorship of the college shall retain full right of ownership, control, use and disposition over the material. The individual shall be solely responsible under such circumstances for determining

whether to copyright the material. The academic employee is not required to report to the college his/her copyright-eligible material.

35.3 College Supported Individual Effort: Ownership rights in materials

copyrighted/patented and marketed shall reside evenly between the academic employee and the college unless an alternative shared ownership contract is negotiated prior to initiating the copyright/patent procedure providing an academic employee receives the support or assistance of the College. Such support shall include, but not be limited to, use of College funds, equipment, facilities, materials, staff services, or other resources.

35.4 College Sponsored Effort: Ownership rights in college-sponsored materials shall be vested in the college. Materials are College-sponsored if the academic employee has been contracted by the College specifically to develop original material. The College will negotiate an employment contract with an academic employee that identifies and defines those materials to be developed and the compensation for the development of those materials. Those specific materials identified and defined by the contract will be the property of the College and will not be used in support of any non-Peninsula College curriculum without written permission of the College and the aforementioned employee.

35.5 Third Parties Supported Efforts: Ownership of materials developed as a result of third party support initiated by the third party or the college shall be subject to 34.4 above. Ownership of materials developed as a result of third party support initiated by the academic employee and proposed to the college shall be negotiated prior to the submission of the grant request.

35.6 Curriculum

Academic employees develop curriculum, teach classes and gather, organize, and create course materials that facilitate the teaching and learning experience.

35.6.1 Definitions:

35.6.1.1 Curriculum is defined as a comprehensive body of courses in a program of study.

35.6.1.2 A course is the product of academic employee design. It is a planned unit of study with broad and specific objectives and with strategies for achieving those objectives.

35.6.1.3 Course materials are the fixed expression of ideas and resources that are used as the basis of a course. Course materials are used to:

35.6.1.3.1 Explain course content;

35.6.1.3.2 Illustrate course concepts;

- 35.6.1.3.3 Illuminate certain portions of a course; and/or
- 35.6.1.3.4 Convey the content of the course as a means of achieving course outcomes.
- 35.6.2 Course materials may include original work developed by an academic employee as well as commercially available materials such as textbooks, instructional media, library resources and/ or Web-based resources.
- 35.6.3 **Ownership:** The College authorizes and owns curriculum. The academic employee and the College will co-own original course materials developed in support of College curricula according to the following provisions:
 - 35.6.3.1 The College will not use or re-assign course materials developed by one academic employee to any other academic employee without written consent of the creator of those course materials, unless the academic employee has been specially contracted to develop those curricular elements;
 - 35.6.3.2 The academic employee who has developed original course materials in support of a class, for which the College has provided compensation, may not use those course materials in support of any non-Peninsula College curriculum without written consent of the College;
 - 35.6.3.3 The academic employee, who has developed original course materials in support of a class for which the College has provided compensation, may not derive any royalty benefits without a written contract between the academic employee and the College (see College Supported Individual Effort above).
The Employer and the Association agree to open this Article and Appendix B to discuss the need for further adjustments to faculty salaries.

Article 36: Compensation

36.1 Initial salary placement

Full-time and associate academic employees are placed at 1 additional salary step for every 5 years of experience as defined in this section. These years of experience placement steps are distinct from the years of PC service steps used for salary advancement purposes. (For example, an academic employee with 14 years of experience is initially placed at 2 steps but does not earn a 3rd step after 1 year of service at PC.)

36.1.1 The following academic employee placement criteria also apply:

- 36.1.1.1 Academic employees who hold more than 1 Master's degree from an accredited

institution are placed at 1 additional salary step on the full-time salary schedule (Appendix B).

36.1.1.2 Academic employees who hold a doctoral degree from an accredited institution are placed at 2 additional salary steps on the full-time salary schedule.

36.1.2 All degrees and credits claimed for salary placement must be listed upon the initial application and/or resume. Degrees and credits completed prior to employment, but not claimed initially, will not be allowed for salary credit at any time subsequent to employment.

36.1.3 All degrees and credits claimed for salary placement must be documented within one (1) quarter of employment. Salary placement will not be re-evaluated for documentation furnished subsequent to the one (1) quarter grace period.

36.1.4 The terms "Bachelor of Arts," "Master of Arts," and "Doctor of Philosophy," as used typically in the salary schedule to describe academic qualifications, are not restrictive. Any bachelor's, master's, or doctor's degree appropriate to the teaching assignment and meeting the requirements of 35.1.1 above will be approved for salary placement and/or advancement.

36.1.5 All degree and credit documentation is established through official college and university transcripts which are sent directly from the issuing college or university to the Peninsula College Human Resources Office.

36.1.6 Step placement for experience credit is determined only by a documented record of acceptable professional academic experience.

36.1.6.1 No step credit is allowed for undocumented teaching experience. Documentation may be established by letters of affidavit or certification, or by other acceptable official records.

36.1.6.2 Valid experience is based on credit taught in an accredited public or private institution. For salary placement purposes one year equals 45 quarter credits or 30 semester credits. This experience cannot exceed 1 year annually.

36.1.6.3 No experience credit is allowed for teaching assistantships.

36.1.7 Professional/Technical Placement

Professional/Technical placement is determined upon the same basis as in Academic Placement except that documented teaching experience in an industrial setting may be counted toward initial placement. This experience must meet the same qualifying restrictions as in Academic Placement. Placement of vocational academic employees shall be determined by whether academic or vocational placement is more beneficial to

the employee. This provision does not eliminate the requirement for academic degree qualifications where specified.

36.1.8 For Special Consideration Placement

In special circumstances, initial compensation for academic employees may be set by the President using relevant work experience in determining initial placement on the salary schedule with notification to the Association president.

36.2 Academic employee advancement

The following advancement criteria apply to full-time and associate academic employees:

- 36.2.1 Academic employees who earn advanced degrees as described in 35.1.1, while employed by Peninsula College, advance 1 step (for earning a second Master's degree) or 2 steps (for earning a Doctorate) on the full-time salary schedule.
- 36.2.2 Faculty who earn tenure at Peninsula College advance 1 step on the full-time salary schedule.
- 36.2.3 For every 5 years of service at Peninsula College, faculty advance 1 step on the full-time salary schedule.
- 36.2.3.1 Full-time and associate academic employees working 50% or more will be credited with one full year of service.

36.3 Part-time faculty compensation

Part-time faculty are paid from the part-time salary schedule in Appendix C.

36.4 Full-time academic employee salary payment options:

Pay for full-time and annualized associate academic employee shall be computed from the full-time academic employee salary schedule.

- 36.4.1 The regular paycheck schedule shall consist of equal payments (beginning October 10 and ending June 25), minus any deductions, calculated from the annual contract, unless the Balloon Payment Option below is selected.
- 36.4.2 A Balloon Payment Option, available to full-time academic employee only, may be requested by completing the Balloon Payment Request Authorization form in the HR/Payroll Office prior to the end of September of the current academic year. Once this authorization has been given, it is in effect continuously (every academic year) and may only be rescinded in the month of September of any new academic year by completing a Balloon Payment Cancellation form. Changes in other periods cannot be accommodated. This option will divide the annual contracted salary into 24 equal parts. Payment 1-17 will reflect 1/24th of

the annual gross earnings. Payment 18 will reflect 7/24th of the annual gross earnings. There are tax and deduction ramifications that can occur with this option, which are the responsibility of the academic employee.

- 36.4.3 Exceptions to either of these payroll options must be approved by the Chief Instructional Administrator and the Director of Human Resources
- 36.4.4 Peninsula College accepts no responsibility for the individual academic employee's decision.

Article 37: Dismissal

- 37.1 **Purpose:** Corrections full-time academic employees shall not be dismissed from their appointments except for sufficient cause. Corrective action appropriate to the specific facts of the case will be taken prior to dismissal in an attempt to resolve the matter without instituting the formal dismissal procedures. Furthermore, academic employees who hold probationary appointment, or, annualized associate, or part-time contracts shall not be dismissed prior to the dates established in the written terms of their appointments except for sufficient cause or changes to the DOC/SBCTC Interagency Agreement. Sufficient cause for dismissal includes but is not limited to, gross or continued unsatisfactory performance; blatant disregard for terms of this Agreement or College policies and regulations; blatant disregard for DOC policies and regulations and any felony convictions while under contract; insubordination; dishonesty; conflict of interest; and causes identified in the Washington State statutes (RCW 28B.50.862). The due process procedure outlined in Article 7 will be followed.

37.2 Dismissal/RIF Review Procedure

- 37.2.1 **Dismissal/RIF Review Committee:** A Dismissal/RIF Review committee shall be created for the express purpose of making recommendations to the Board of Trustees relating to the dismissal of Corrections Full-time and probationary academic employees of the College. This committee is the same committee as in the main body of the contract (16.2.1-16.2.5).
- 37.2.2 Academic employees affected shall each have one peremptory challenge that may be exercised against one of three academic members of the Dismissal/RIF Review committee. In the event a Dismissal/RIF Review committee member is challenged or cannot serve, an alternate as listed in 16.2.1.3 in the main body of the contract, shall serve.
- 37.2.3 The Dismissal/RIF Review committee will select one of its members to serve as chair.

37.3 Procedure For Dismissal

- 37.3.1 When the President receives or initiates a formal written recommendation about an academic employee that may warrant dismissal, the President shall inform the academic employee.
- 37.3.2 Within ten (10) work days after having been so informed, the academic employee will be afforded an opportunity to meet with the President or designee and the Association president or designee. At this preliminary meeting, which shall be an information-gathering session, an adjustment may be mutually agreed upon.
- 37.3.3 If the matter is not settled or adjusted to the satisfaction of the College President, the President shall recommend that the academic employee be dismissed.
- 37.3.4 If the President recommends that the academic employee be dismissed, the President shall deliver a short and plain statement in writing to the academic employee which shall contain:
 - 37.3.5 the grounds for dismissal in reasonable particularity;
 - 37.3.6 a statement of the legal authority and jurisdiction under which a hearing may be held;
 - 37.3.7 reference to any particular statutes or rules involved.

37.4 Hearing

- 37.4.1 After notification of the President's recommendation for dismissal, the affected academic employee may, within the following ten (10) work days, request in writing a hearing.
- 37.4.2 If the President does not receive this request within the ten (10) days, the academic employee's right to a hearing will be deemed waived.
- 37.4.3 If the President receives a request for a hearing, the Dismissal/RIF Review committee will be convened and the previously mentioned statement shall be delivered to the members. The President also shall notify the Board of Trustees of the request for a hearing.
- 37.4.4 The Board of Trustees shall then appoint a hearing examiner whose responsibilities shall be to establish a date for a hearing and to inform, in writing, the academic employee, the President, the Association, and the Dismissal/RIF Review committee of the time, date, and place of such hearing. The place of the hearing shall be Port Angeles, Washington.
- 37.4.5 The hearing examiner shall not be a Community College Board member, Community

College employee, member of the State Board for Community and Technical College's staff, or a Washington State Attorney General employee.

37.4.6 This scheduled hearing shall not be held prior to the twenty-first (21) work day following notification of the President that the employee requested a hearing.

37.4.7 In the presence of the Dismissal/RIF Review committee, the hearing examiner shall:

37.4.7.1 preside over the dismissal hearing;

37.4.7.2 conduct the hearing with all due speed until the hearing is terminated;

37.4.7.3 hear testimony, under oath, from all individuals called by the President, the employee, the Dismissal/RIF Review committee, or the hearing examiner, and receive any evidence offered by the same;

37.4.7.4 afford the academic employee whose case is being heard the right of cross-examination, the opportunity to defend him/herself, and to be represented by legal counsel;

37.4.7.5 allow the College administration to be represented by an assistant attorney general; and

37.4.7.6 make all rulings regarding the evidentiary and procedural issues presented during the course of the Dismissal/RIF Review committee hearings.

37.4.8 The hearing shall be closed unless the hearing examiner determines otherwise.

37.4.9 Following the presentation of testimony and evidence, the hearing examiner shall afford the official advocates for the employee and the College administration the opportunity to present oral arguments. The hearing examiner may request written briefs to be submitted within five (5) work days.

37.4.10 Within fifteen (15) work days of the conclusion of all hearing testimony, evidence, oral arguments, and written briefs, the Dismissal/RIF Review committee and the hearing examiner shall make their written recommendations to the Board of Trustees. A copy of such recommendations shall also be given at the same time to the employee, the Association and to the President.

37.5 **Decision by the Board of Trustees**

37.5.1 The decision to dismiss shall rest, with respect to both facts and decision, with the Board of Trustees after considering the recommendations of the President, the Dismissal/RIF Review committee, and the hearing examiner. Those recommendations shall be advisory only and in no respect binding in fact or law upon the Board of Trustees.

37.5.2 The Board of Trustees shall meet within a reasonable time subsequent to its receipt of

the recommendations from the Dismissal/RIF Review Committee to consider those recommendations. The Board of Trustees shall afford the parties, the employee, the Association, and the President, the right to oral and written argument with respect to the issues pertinent to the academic employee's dismissal. Parties shall have the right to a representative of their choice. The Board of Trustees may hold such other proceedings, as it deems advisable, before reaching its decision.

37.5.3 A record of the proceedings at the Board level shall be made. The final decision of the Board of Trustees shall be based only upon the sworn testimony and exhibits made before the Dismissal/RIF Review Committee. Before making a final decision, the Board shall consider the arguments of the parties and the recommendations of the Dismissal/RIF Review Committee. The Board of Trustees shall, within fifteen (15) work days following the conclusion of its review, notify the academic employee, in writing, of its final decision.

37.5.4 Suspension of the academic employee by the President during the administrative dismissal proceedings (prior to the final decision of the Board of Trustees) is justified if continuance poses an immediate harm to self or others. Any such suspension shall be without pay if dismissal is upheld.

37.5.5 If the Board of Trustees decides to retain the academic employee, or if the Trustees' decision to dismiss an employee is reversed by a court, all evidence concerning the dismissal will be removed from the academic employee's permanent personnel file.

Article 38 : Reduction in Force (RIF)

If a Corrections Full-time Academic Employee is to be laid off for program termination or reduction resulting from substantial decreases in enrollment, for changes in educational policy adopted by the Board of Trustees, or Department of Corrections as detailed in the State Board for Community and Technical College contract, substantial shortage of funds, the following criteria and procedures will be implemented in compliance with sections 6.3 and 6.5 of the DOC/SBCTC interagency agreement:

38.1 Notification of Potential RIF

38.1.1 The President, in consultation with the Department of Corrections and the Washington College in Prisons Director, will review the nature of the problem facing the College. If the President concludes that reductions in staff are or will be necessary in the near future, he/she will give written notice of the potential reductions of Corrections education staff to the Association.

38.1.2 The notice to the Association shall include the reasons for the proposed reductions in staff and the number of academic employees to be considered for layoff.

38.1.3 **Employee Consultation and Response**

38.1.3.1 The Association will have the right to meet and exchange information with the President or designee, who shall fully document the potential need for reductions in staff.

38.1.3.2 In the event the Association is not in agreement with the need for a RIF, it may develop alternative proposals that shall be made available to the President for consideration.

38.1.3.3 The President or designee shall meet with the Association within ten (10) working days of receiving the Association's alternative proposal.

38.1.3.4 If no proposal is received by fifteen (15) working days or no agreement can be reached, nothing in this section shall preclude the administration from implementing this RIF policy.

38.2 **Reduction in Force Considerations**

38.2.1 If the number of academic employees is to be reduced, the President, with advice from the Chief Educational Director, shall determine which course offerings, programs or disciplines and/or other services are most necessary to maintain quality inmate education at Peninsula College. The President shall consider, but not be limited to, the following factors:

38.2.1.1 The goals and objectives of Peninsula College and the Department of Corrections;

38.2.1.2 Information concerning corrections academic employee vacancies occurring through retirement, resignation, and leaves of absence; and

38.2.1.3 The duties for which academic employees are needed.

38.2.2 If any courses or programs currently in the curriculum are to be eliminated, the President shall identify those courses or programs and explain why they have been judged not to be the most necessary offerings to maintain the best possible quality educational opportunities at Peninsula College.

38.2.3 The Association shall be consulted before the termination of any professional technical or liberal studies disciplines. If the Association is not in agreement with the recommendations of the President, the Association may present its opinions and recommendations for consideration to the President.

38.3 **Academic Employee RIF Criteria**

- 38.3.1 The Employer shall attempt to reassign Corrections full-time academic employees whose courses/programs are being eliminated to another academic employee position within the corrections education program.
- 38.3.2 An academic employee shall be reassigned to instruct courses which the President, with advice from the Washington College in Prisons Director and the academic employee, determines the academic employee is qualified to instruct.
- 38.3.3 If a reduction is necessary and there are qualified academic employees to replace and perform all the needed duties of the academic employee to be laid off, the President will utilize the following order of RIF within the affected discipline or program, or, if no specific discipline or program area is affected, then within the academic employees at large:
- Part time;
 - Annualized associate academic employees;
 - Corrections probationary appointees with the least seniority;
 - Corrections full-time academic employee with the least seniority.
- 38.3.4 Seniority shall be determined by establishing the date of the signing of the first full-time employment notice for Peninsula College. Leaves of absence and periods of layoff do not affect seniority. The longest terms of employment, as thus established, shall be considered the highest level of seniority.
- 38.3.5 In instances where academic employees have the same beginning date of full-time employment, seniority shall be determined by the first effective date of employment notice, if applicable.
- 38.3.6 Academic employees shall not be laid off prior to the completion of their current contract, except required changes in the DOC/SBCTC Interagency Agreement.
- 38.4 Right to Recall**
- 38.4.1 A full-time academic employee whose contract is not renewed as a result of this reduction procedure has a right to a recall to a position, either a newly created one or a vacancy, provided he/she is qualified as determined by the College President.
- 38.4.2 The recall shall be in reversed seniority, the most senior first. Full-time Corrections academic employees who have been laid off will retain their accrued benefits such as sick leave and seniority.
- 38.4.3 The right of recall shall extend two (2) years from the date of RIF. Upon recall, they shall be placed at least at the next higher increment on the salary schedule than at the time of layoff and will retain their Corrections full-time academic employee status.

38.5 Procedures for Implementing Reduction in Force

38.5.1 Order of Reduction:

- 38.5.1.1 **Selection of Courses, Programs, Services to be Reduced:** Upon conclusion of discussions and consultation pursuant to 38.1.3 above, the number of academic employees to be reduced from each program unit shall be based on this determination.
- 38.5.1.2 **Selection of Individuals:** If a reduction is determined to be necessary within a program unit, the order of reduction will be based on seniority pursuant to 38.3.4, 38.3.5, and 38.3.6.
- 38.5.1.3 **Corrections** full-time academic employees who take administrative positions shall have all continuous full-time service with the district count toward seniority in the event that they return to the program units.

38.5.2 Notification to Academic Employees Affected by Reduction-in-Force

- 38.5.2.1 When the President determines that a reduction-in-force as defined herein is necessary and has selected the positions to be reduced, the initial step shall be for the President to meet with each affected employee and discuss the proposed layoff with the individual employee in personal conference that shall be an informal proceeding. The matter may be resolved at this step by the use of alternatives such as retraining, reassignment, leave of absence, retirement, resignation, etc. The affected employee has the right to have an informal meeting with the President.

38.5.3 Formal Procedures Relating to Reduction-in-Force

- 38.5.3.1 If the College has determined that a reduction-in-force is necessary for the reasons set forth in Article 37, the procedures set forth in RCW 28B.50.873 shall be followed and shall supersede any contrary procedures in this contract.
- 38.5.3.1.1 All reduction-in-force cases will be consolidated for hearing purposes before the same Dismissal/RIF Review Committee.
- 38.5.3.1.2 The only issue to be determined by the Dismissal/RIF Review committee shall be whether, under this Contract, the particular academic employee(s) notified of dismissal are the appropriate ones to be laid off.
- 38.5.3.1.3 As per Dismissal (Article 16), no academic employee who has received a layoff notice shall participate as a member of the reduction-in-force review committee.
- 38.5.3.1.4 The College, in its role of appointing authority, shall make the final

determination regarding the necessity of a reduction-in-force and the extent thereof.

Article 39: Emergency Closures

If the College President determines that it is in the best interest of Corrections academic employees that they not be required to report to work because of emergency conditions, academic employees may be placed upon emergency leave status. If emergency closure is extended beyond (2) two consecutive days in any contract year, such days shall be made up with assignments specified by the Washington College in Prisons Director or by an employee's electing to request leave without pay. Not reporting to work on days which are not declared as emergency closure days shall be treated as leave without pay days.

Article 40: Scope of Contract

This Contract constitutes the negotiated Contract between the Employer and the Association and supersedes any previous Contracts or understandings, whether oral or written, between the parties. In addition, this Contract supersedes any rules, regulations, policies, resolutions, or practices of the Employer that are contrary to, or inconsistent with, its terms.

The Contract expressed herein constitutes the entire Contract between the parties, and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each 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 Contract. Therefore, except as specifically stated in Articles 2, 9, and 22, the Employer and the Association, for the duration of this Contract, each voluntarily and unqualifiedly agree to waive the right to oblige the other party to negotiate with respect to any subject or matter covered or not covered in this Contract unless mutually agreed otherwise or when required by the DOC/SBCTC interagency agreement.

Article 41: Retention of Rights

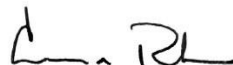
Nothing contained herein shall be construed to deny or restrict to any academic employee, rights and responsibilities he/she may have under the laws of the State of Washington and the United States or other applicable regulations.

Article 42: Duration

This Contract shall remain in full force and effect upon its execution to and including June 30, 2024. The Employer and the Association agree that Appendices B and C will be reopened for negotiation at any time that salary adjustments are provided by legislative action. The Employer and the Association agree to open the Contract solely for the narrow purpose to incorporate separately negotiated MOA, remedy duplications, typos, errors of fact and similar, non-substantive modifications for clarity and usage, in any one article or in the document in total, at any time. The modified article(s) or entire re-edited document shall be agreed to by both parties and documented with a revision date. Negotiations for a subsequent Contract shall open beginning in the Fall quarter of 2023. Negotiations shall take place at times to be mutually planned. Any section of this Contract, including the Preamble and all Appendices, may be reopened by mutual agreement at any time during the effective period of the Contract. This Contract may be extended beyond June 30, 2024 by mutual consent.

FOR THE ASSOCIATION

FOR THE EMPLOYER

 Tim Williams, PCFA President

 Erik Rohrer, Chair, Board of Trustees
 Community College District No. 1
Date: 6/9/2021

Appendix B: Full Time Salary Schedule

Step	Salary	Step Notes
A	\$55,500	2nd Master's degree = 1 step
B	\$58,000	PhD = 2 steps
C	\$60,500	Tenure = 1 step
D	\$63,000	every 5 years of service = 1 step
E	\$65,500	
F	\$68,000	
G	\$70,500	
H	\$73,000	
I	\$75,500	
WEIA/HB 2158 Salary Increases		
WEIA Tier 1	\$10,000	ACCT, CJ, CONSTR, MEDIA, STEM, WELD
WEIA Tier 2	\$20,000	IT, CSIA, CS, BASiM
WEIA Tier 3	\$21,000	NURS
All WEIA wage increases, including retention bonuses, are contingent upon funding from the Workforce Education Investment Act (HB 2158).		

Appendix C: Part Time Salary Schedule

Credit	11 Weeks per Quarter Hrs/Week	Total
1	1	\$812.00
1	2	\$1,197.00
2	2	\$1,624.00
2	3	\$2,009.00
2	4	\$2,394.00
3	3	\$2,436.00
3	4	\$2,821.00
3	5	\$3,206.00
3	6	\$3,591.00
4	4	\$3,248.00
4	5	\$3,633.00
4	6	\$4,018.00
4	8	\$4,788.00
5	5	\$4,060.00
5	6	\$4,445.00
5	7	\$4,830.00

Calculation based on \$427.00 per credit plus \$35.00 per hour.

Contact time per quarter must equal 550 minutes per credit for courses classified as "lecture" and 1100 minutes per quarter for courses classified as "laboratory."

Adult Special Interest (non-credit) courses rate: \$365.00 per credit, and \$31.00 per hour.

Community Service rate: Negotiated.

WEIA Tier 3 adjunct faculty (Nurse Educators) earn a 36% bonus to the course rate. WEIA Tier 1 and Tier 2 adjunct faculty course rate bonuses are determined according to the process described in 15.4.2. These WEIA wage increases will be paid as stipends given there is sufficient funding from the Workforce Education Investment Act (HB 2158).

Appendix D: Memoranda of Agreement/Understanding

Memorandum of Agreement: Initial placement on 21-24 full-time salary schedule

All currently employed full-time and associate faculty will transition from the 18-21 full-time salary schedule and be placed on the 21-24 full-time salary schedule. This shall be considered conversion placement as opposed to the initial placement process for new faculty. PC Years of Service will be factored into conversion placements for all full-time and annualized associate faculty. Full-time academic employees hired in FY 2020-2021 will have their initial placements re-evaluated using the 21-24 salary schedule.

No full-time faculty salaries will decrease due to implementation of the 21-24 salary schedule in Appendix B. Full-time faculty whose 2020-2021 salaries exceed where they would place on the 21-24 salary schedule in Appendix B will be placed at their 20-21 salaries. When those faculty meet the salary step criteria described in Article 15 of this Contract, their salaries will advance to the corresponding step(s) on the 21-24 salary schedule in Appendix B.

Annualized Associate faculty salaries will not decrease due to implementation of the 21-24 salary schedule in Appendix B. Per Article 9, their loads may vary from quarter to quarter, so decreases in salary may occur due to these variations in teaching load.

This MOA is in effect for the duration of the 2021-2024 PCFA contract.

For Peninsula College Faculty Association:

For Peninsula College Board of Trustees:




Tim Williams, PCFA President

Dr. Luke Robins, College President

Date: 6/8/2021

Faculty Counselor Memorandum of Agreement

Peninsula College Administration agrees to continue the full-time temporary faculty counselor positions that were created during 2018-2019 Association-Employer discussions about counseling and advising. Per the previous MOA, Student Success Navigator positions will continue to conform to the approved Ed Planner duties that involve providing students with career and degree resources and information.

The contracts for both faculty counselors are temporary full-time. These are 9-month contracts with summer work possible at the part-time rate as overload/moonlight.

Going forward, both sides agree to revisit/discuss the definition of counselor work during Association/Employer meetings.

This MOA is in effect for the duration of the 2021-2024 PCFA contract.

For Peninsula College Faculty Association:

For Peninsula College Board of Trustees:



Tim Williams, PCFA President



Dr. Luke Robins, College President

Date: 6/8/2021

Memorandum of Agreement: Men's Head Soccer Coach

The Peninsula College Faculty Association and the Peninsula College Board of Trustees agree to pay the Men's Head Soccer Coach position on exempt contract. The annual contract (July 1 – June 30) will include no more than 36% academic employee duties. Thirty six percent is based on the number of anticipated credits and the Part-Time Salary Schedule. If the teaching load exceeds the annual amount of 36%, the individual will be paid for the overload (moonlight), per Article 9.1.2.3.

This MOA is in effect for the duration of the 2021-2024 PCFA contract.

For Peninsula College Faculty Association:



Tim Williams, PCFA President

For Peninsula College Board of Trustees:



Dr. Luke Robins, College President

Date: 6/8/2021