PENINSULA COLLEGE—P.C.F.A. 2015-2018 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notice contains language inconsistent with this Contract, this Contract shall prevail unless Contract provisions are superseded by law or legislative action.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 use 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.
20.11.2 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.

20.11.3 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.

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

20.11.5 Such leave may be, at the option of the academic employee, integrated with sick leave with pay to the extent that there is a temporary disability verified by a physician.

20.12 Sick Leave

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

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

20.12.1.2 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);

20.12.1.3 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.

20.12.2 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.

20.12.3 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.

20.12.4 Transferability: Accumulated sick leave for fulltime, 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.

20.12.5 Accumulation of Leave:

20.12.5.1 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**

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<td>Employee injury/illness</td>
<td>Emergency Leave</td>
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<tr>
<td>Family injury/illness</td>
<td>Bereavement Leave</td>
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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: Annualized Associate academic employee status shall be designated by the Chief Instructional Administrator or designee or Vice President for Student Services as appropriate as an appointment of 50 percent or more but less than a full-time teaching load for an academic year as described in Article 10, Section 10.2.1.

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

9.1.2.2.1 Academic employees filling Annualized Associate positions created after June 30, 2015, will receive annual evaluations for the first three years they are in the position.

a. The evaluation of academic employees filling Annualized Associate positions will comprise a self-evaluation, student evaluations, and observation in each of the first three years.

b. The evaluation of academic employees filling Annualized Associate positions will follow the evaluation process described in 13.1 during years four through six if the position continues beyond the first three years.

9.1.2.2.2 Annualized Associate positions created after June 30, 2015, will be reviewed by The Employer every three academic years for consideration as tenure track positions.

9.1.2.2.3 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.

9.1.2.2.4 If the Employer determines that the position will not be established as a tenure track position, the Employer may choose to continue the position. The continued Annualized Associate position is subject to 9.1.2.2.1.b, 9.1.2.2.2, 9.1.2.2.3, and 9.1.2.2.4.
9.1.2.3 **Part-Time Academic employee:** Part-time academic employee 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 instructor salary schedule (Appendix C – Regular Part-Time Salary Schedule or Appendix D - Adult Special Interest Part-Time Salary Schedule).

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 employee 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.

9.2 **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: Lane 3 or 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 employee, librarians and counselors

10.1.1 Classroom Academic Employee: Academic employee assigned to teach shall develop curriculum, provide course materials, teach classes, evaluate student work, and assign grades. In addition, Professional Technical academic employee 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;

10.1.1.10 Participate in student advising;

10.1.1.11 Serve on standing and/or ad hoc committees;

10.1.1.12 Participate in all scheduled division meetings, academic employee meetings, and other committee and/or planned activities as assigned; and

10.1.1.13 Create and regularly update a Professional Development Plan that ensures continuing education and ongoing currency in one’s instructional area and current pedagogies.

10.1.1.14 Participate in annual planning and assessment.

10.1.1.15 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.
10.1.2 **Librarian:** Librarians shall provide instructional and consultative services to the college community within their area of expertise. This includes instruction (See 10.1.1), research counseling and reference services. The assignment for librarians is as follows:

10.1.2.1 Develop, assess, improve, and deliver curriculum;
10.1.2.2 Provide instructional sessions that achieve the learning outcomes of the 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 Provide expert learning opportunities to students in an atmosphere that promotes learning and in a manner consistent with college policies;
10.1.2.5 Orient students at the beginning of each instructional session to the objectives and learning outcomes of the curriculum;
10.1.2.6 Obtain and maintain sufficient learning assessment data in order to continuously improve instruction;
10.1.2.7 Provide records and data needed to fulfill the instructional mission of the college and comply with federal and state requirements and regional accreditation standards;
10.1.2.8 Maintain regularly scheduled and posted hours for assisting students with research and reference questions;
10.1.2.9 Develop library collections in all media formats.
10.1.2.10 Serve on standing and/or ad hoc committees;
10.1.2.11 Participate in all scheduled division meetings, academic employee meetings, and other committee and/or planned activities as assigned; and
10.1.2.12 Create and regularly update a Professional Development Plan that ensures continuing education and ongoing currency in the field of information science.
10.1.2.13 Participate in annual planning and assessment.

10.1.3 **Counselor:** 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;
10.1.3.10 Serve on standing and/or ad hoc committees.
10.1.3.11 Participate in annual planning and assessment.

10.2 Workload

The Employer and the Association agree to open this section to discuss academic
employee release time for leadership positions.

10.2.1 The normal full-time workload for academic employees shall be determined by
either credit or contact hours. Except for specific instructional areas listed below,
the normal workload assignment will be either 15 credits or 20 contact hours per
week whichever is more favorable to the employee. Lecture contact hours equal
50 minutes. Laboratory contact hour and office hour equal 60 minutes.

<table>
<thead>
<tr>
<th>Discipline</th>
<th>Credit/Qtr</th>
<th>Hours/Week</th>
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<tbody>
<tr>
<td>Auto</td>
<td>20</td>
<td>30</td>
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<tr>
<td>Counseling</td>
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<td>35</td>
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<tr>
<td>Emergency Medical Tech</td>
<td>17</td>
<td>24</td>
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<tr>
<td>Library</td>
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<td>40</td>
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<tr>
<td>Massage Therapy</td>
<td>16</td>
<td>25</td>
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<tr>
<td>Mathematics, Computer Lab</td>
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<td>24</td>
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<td>Nursing</td>
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<td>20</td>
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<tr>
<td>PE Activity Course (Lab)</td>
<td>12</td>
<td>24</td>
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<td>Welding</td>
<td>16</td>
<td>25</td>
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<tr>
<td>Composites</td>
<td>20</td>
<td>30</td>
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<tr>
<td>Green Building</td>
<td>20</td>
<td>30</td>
</tr>
</tbody>
</table>

10.2.2 Faculty who teach courses in Peninsula College’s Bachelors degree program(s)
are awarded one class equivalent of release time for each class they teach up to a
maximum of three per year. The purpose of this release time is for faculty to
conduct scholarship in their fields to enhance their teaching.

10.2.3 Full-time academic employees contracted beyond normal instructional loads
(moonlight assignment) shall be compensated according to the part-time
instructor salary schedule for such additional assignments.

10.2.4 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.

10.2.5 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.

10.2.6 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.

10.2.7 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.

10.2.8 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 for student advising and conferences.

10.2.9 Annualized Associate academic employees shall keep office hours proportionate to full-time load in the office provided. 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. This does not apply to non-transcripted community education offerings.

10.2.10 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.

10.2.11 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.

10.2.12 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 10.2.10.

10.2.13 In implementing Section 10.2.1 the following conditions shall apply:

10.2.13.1 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.

10.2.13.2 An academic employee in two or more instructional areas shall have workload computed on a pro rata basis.

10.2.13.3 The maximum workload may be exceeded without compensation when requested by the individual academic employee and approved by the appropriate administrator.

10.2.13.4 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.
10.2.13.5 Librarian and Counseling schedules will be set by the appropriate administrator in each area.

10.2.13.6 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.

10.2.14 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.

10.2.14.1 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 per Article 10.27.7 times 11 weeks per student per quarter, No hourly pay is added to salary.

10.2.14.2 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.

10.2.15 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.

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.

10.4.1.1 The professional assignment of classroom academic employee includes academic advising. The academic calendar shall include a minimum of one advising day per quarter. Academic employees will advise students assigned to them.

10.4.1.2 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.

10.4.2 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 A 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 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. Independent research, study, writing, and other creative activity shall be encouraged but shall not diminish the instructional effort. All tenured, tenure-track, 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. One area of commitment to professional development by the college is the funding of sabbaticals and stipends.

Funds for sabbatical leaves and stipends, referred to in Article 12.3 for professional development, 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. Sabbatical leaves and stipends shall be considered as part of professional development funding for tenured, tenure track, and annualized associate academic employees. Such 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. Awarding of sabbaticals that are less than one full-time equivalent will be discussed with the Association.

12.2 Professional Development, 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.

12.3 Sabbaticals:

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

12.3.2 The President shall set compensation which may be up to 100% of regular salary. No 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 Committee may recommend that the full-time equivalent sabbatical year be divided into quarters and awarded by quarter to more than academic employee. An academic employee receiving a partial sabbatical may apply for additional quarters totaling a full-time equivalent in subsequent years.

12.3.4 Initial eligibility for sabbatical leave requires completion of seven (7) years of full-time contracted academic employee service at Peninsula College.

12.3.4.1 Applications for sabbatical leave will be evaluated on a competitive basis by the Sabbatical and Stipend Committee, which will make recommendations to the College President or designee. The College President or designee will review all applications, committee procedures and recommendations.
12.3.4.2 Applications for sabbatical leave must be submitted to the President or designee by November 15 prior to the academic year of leave. The committee shall review the applications and forward its recommendation to the College President or designee by the end of November.

12.3.4.3 The President or designee will make a final decision and notify the recipient first, the remaining applicants, and then all faculty no later than December 15 of each year.

12.3.4.4 Academic employees who have received a leave award may become eligible for further consideration after seven (7) more full-time years of academic employee service.

12.3.4.5 Sabbatical recipients will be required to:

12.3.4.5.1 Return to the College unless otherwise agreed, for a period equal to the period of sabbatical leave;

12.3.4.5.1(a) 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 12.3.4.5.1.

12.3.4.5.2 Follow the plan submitted as a basis for the leave request or secure approval from the Employer for an alternative plan;

12.3.4.5.3 Repay all leave compensation to the College if provisions of 12.3.4.5.1 and 12.3.4.5.2 are not met.

12.3.4.6 By the end of the first quarter of return from leave, sabbatical leave participants shall present to the Board of Trustees a complete and detailed report covering leave activities and achievement of plan objectives.

12.4 Stipends: Stipends, for the purpose of this contract, refer to professional development funding.

12.4.1 The deadline for stipend applications is May 15 for the following academic year.

12.4.1.1 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 May 22. The Vice President of Instruction will make a final decision and will notify all applicants by May 29. Those offered stipends shall accept or decline the award by June 5 or the offers will be withdrawn.

12.4.1.2 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.

12.4.1.3 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.
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 evaluee’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 evaluee.

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 evaluee notified of the evaluation process.

13.1.4 In the quarter before the evaluation, the evaluee 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 evaluee, 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 evaluee to share its findings and recommendations.

13.1.7 The final report will be forwarded to the evaluee's personnel file with any comments from the evaluee. 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 evaluee 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 technology appropriate to the program or discipline 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;

13.3.1.9 Participate in student advising;

13.3.1.10 Serve on standing and/or ad hoc committees;

13.3.1.11 Participate in scheduled division meetings; academic employee meetings, and other committee and/or planned activities as assigned;

13.3.1.12 Maintain a Professional Development Plan that ensures continuing education and ongoing currency in one’s instructional area(s).

13.3.1.13 Participate in annual planning and assessment.

13.3.1.14 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.

13.3.2 Criteria for Librarians

The academic librarian will:

13.3.2.1 Develop, assess and improve curriculum;

13.3.2.2 Provide instructional sessions that achieve the learning outcomes of the 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 Provide expert learning opportunities to students in an atmosphere that promotes learning and in a manner consistent with college policies;

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

13.3.2.6 Obtain and maintain sufficient learning assessment data in order to continuously improve instruction;

13.3.2.7 Provide records and documents needed to fulfill the instructional mission of the college and comply with federal and state requirements and regional accreditation standards;

13.3.2.8 Maintain regularly scheduled and posted hours for assisting students with research and reference questions;

13.3.2.9 Develop library collections.

13.3.2.10 Serve on standing and/or ad hoc committees;

13.3.2.11 Participate in all scheduled division meetings, academic employee meetings, and other committee and/or planned activities as assigned; and

13.3.2.12 Maintain a Professional Development Plan that ensures continuing education and ongoing currency in the field of information science.

13.3.2.13 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;
- **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 standing and/or ad hoc committees.
- **13.3.3.11** Maintain a Professional Development Plan that ensures continuing education and currency in the field.
- **13.3.3.12** 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 evaluee and become part of the permanent personnel file of each evaluated academic employee.

13.5.4 If the evaluee 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

15.1 Full-time Salary Schedule Index

15.1.1 Pay for full-time and annualized associate academic employee shall be computed from the full-time academic employee salary schedule (Appendix B.)

15.1.2 Full Time Academic employee Salary Payment Options:

15.1.2.1 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.

15.1.2.2 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.

15.1.2.3 Exceptions to either of these payroll options must be approved by the Chief Instructional Administrator and the Director of Human Resources

15.1.2.4 Peninsula College accepts no responsibility for the individual academic employee’s decision.

15.2 Initial Academic employee Salary Placement – Academic

15.2.1 Horizontal (Lane)

15.2.1.1 Initial horizontal salary placement is assigned upon the basis of official documented evidence of college and university degree and credit awards. Degrees and credits acceptable for salary placement must be from accredited colleges and universities listed in the directory published by the American Council on Education.

15.2.1.2 Initial placement is set at the highest documented relevant degree level plus appropriate credit hours earned subsequent to the date of that degree. Credit allowances beyond degree levels must be pertinent to the area of assignment and are subject to review and approval.

15.2.1.3 No placements are made beyond documented degree and credit levels.

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

15.2.1.5 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.

15.2.1.6 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 16.2.1.1 above will be approved for salary placement.

15.2.1.7 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.

15.2.2 Vertical (Step)

15.2.2.1 Step placement (experience credit) is determined only by a documented record of acceptable professional academic experience.

15.2.2.2 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.

15.2.2.3 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.

15.2.2.4 No experience credit is allowed for teaching assistantship.

15.2.2.5 Initial vertical placement is made at the level one step beyond the number of experience years allowed.

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15.3 Initial Academic Employee Salary Placement – Professional/Technical

15.3.1 Horizontal (Lane)

15.3.1.1 Horizontal placement may include both academic and experience credits; however, academic credits must be documented according to the
requirements for academic placement, and experience credits must be documented by letters of affidavit or certification, or by other acceptable means. All degrees, credits, and experience must be listed upon the initial application.

15.3.1.2 Practical (industrial) experience may be used only to determine horizontal placement.

15.3.1.3 Placement in Lane 2 of the salary schedule requires a period of basic qualification (journeyman status in apprenticeable trades, five years’ full-time professional experience, or a masters degree where applicable).

15.3.1.4 Initial placement beyond Lane 2 is based upon credit beyond the masters degree and/or experience credits. Experience credits (full-time employment) are counted at the rate of two (2) years' documented and relevant experience to ten (10) academic credits.

15.3.2 Vertical (Step)

Vertical 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.

15.3.3 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.

15.4 Salary Schedule Advancement

15.4.1 Horizontal

Salary advancement is based upon obtaining a higher level degree.

15.4.2 Vertical

Full-time and associate academic employees working 50% or more will be credited with one full year of service if funding is approved by the legislature.

15.5 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.
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.
<table>
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<tr>
<th>Section</th>
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<tr>
<td>17.5.3.1.3</td>
<td>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.</td>
</tr>
<tr>
<td>17.5.3.1.4</td>
<td>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.</td>
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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, 2018. 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 January 15, 2018. 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, 2018 by mutual consent.

FOR THE

ASSOCIATION ________________________________________________________________

Michael Cassella-Blackburn, PCFA President Date

FOR THE

EMPLOYER ___________________________________________________________________

Erik Rohrer, Chair, Board of Trustees Date

Community College District No. 1
APPENDIX A

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 "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 2 – Compliance and Conformity to Law

2.1 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.

2.2 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 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: No parking fees will be assessed unless required by the Department of Corrections (D.O.C.).

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 (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.

4.4 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.

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 and used according to standard scheduling and 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 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.

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 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.

4.8 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.

4.9 **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 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 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.

6.2 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 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. Prior to initiating the formal steps of due process in 7.1.3, the employer may meet with the employee unless the employee declines. In such case, the employer may initiate the formal process outlined in 7.1.3. 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 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.

7.1.3 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.

7.1.4 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.

7.1.5 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.

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 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.

7.2.12 Materials not properly placed in the employee's personnel file cannot be used against the employee. Additional material must follow the process outlined in 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 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.

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

7.3.3 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.

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 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.

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

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

**8.3.1 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.

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

**8.3.3 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.

**8.3.4 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.

**8.3.5 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.

**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 the end of the current DOC interagency agreement or as federally mandated.

**8.4.1.2** 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.

**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, 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 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.

8.5  **Sabbatical Leave**: Not applicable

8.6  **Emergency Leave**

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

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.

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

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

8.7  **Bereavement Leave**

8.7.1  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.

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 Vice-President of instruction.

8.7.4  Leave in this category will be deducted from academic employee 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.
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.

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

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.

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

Family Medical Leave:

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:

- Parental leave for the birth and care for a newborn child or the placement and care for adoption or foster care of a child;
- Personal medical leave due to the employee’s own serious health condition;
- Family medical leave to care of a spouse, child, parent or domestic partner who suffers from a serious health condition;
- 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.

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.

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.

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

Such leave may be, at the option of the academic employee, integrated with sick leave with pay to the extent that there is a temporary disability verified by a physician.

Sick Leave:

- Illness, disability, or injury that has prevented the academic employee from performing required duties;
- 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 Vice President of Instruction.

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 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.

8.12.4 **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.

8.12.5 **Accumulation of Leave:**

8.12.5.1 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.

8.12.5.2 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.

8.12.5.2.1 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.

8.12.5.3 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.
8.12.5.4 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.

8.12.5.5 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 contract for each day of absence.

8.15 **Leave Usage Chart**

<table>
<thead>
<tr>
<th>Compensable Sick Leave (S)</th>
<th>Non-compensable Sick Leave (N)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee injury/illness</td>
<td>Emergency Leave</td>
</tr>
<tr>
<td>Family injury/illness</td>
<td>Bereavement Leave</td>
</tr>
</tbody>
</table>

8.16 **Personal Leave:**

8.16.1 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.

8.16.2 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 advance with the CED.

8.17 **Special Leave Consideration:** Not applicable.

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, 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.

9.1.1 Corrections Full-Time

9.1.1.1 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.

9.1.1.2 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 9.1.1.1.

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 Corrections Full-time status.

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 Corrections Full-time Academic 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: Annualized Associate academic employee status shall be designated by the Washington College in Prisons
Program Director or designee as an appointment of fifty percent (50%) or more but less than a full-time teaching load for an academic year as described in Article 10, Section 10.2.1.

9.1.2.1.1 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.

9.1.2.1.2 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.

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

9.1.2.1.4 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.

9.1.2.1.5 Conversion of Annualized Associate Positions to Tenure Track Positions

9.1.2.1.5.1 Academic employees filling Annualized Associate positions created after June 30, 2015, will receive annual evaluations for the first three years they are in the position

   a. The evaluation of academic employees filling Annualized Associate positions will comprise a self-evaluation, student evaluations, and observation in each of the first three years

   b. The evaluation of academic employees filling Annualized Associate positions will follow the evaluation process described in 13.1 during years four through six if the position continues beyond the first three years

9.1.2.1.5.2 Annualized Associate positions created after June 30, 2015, will be reviewed by the Employer every three academic years for consideration as tenure track positions.

9.1.2.1.5.3 If the Employer determines that the position will be established as a tenure track position, the Employer will conduct search to fill the position. Incumbents will be given an interview for tenure track positions where minimum requirements of the position have been met.

9.1.2.1.5.4 If the Employer determines that the position will not be established as a tenure track position, the Employer may choose to continue the position. The continued Annualized Associate position is subject to 9.1.2.5.1.b, 9.1.2.5.2, 9.1.2.5.3, and 9.1.2.5.4.

9.1.2.2 Part-time academic employee: Part-time academic employee 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.
Such appointments shall be compensated from the part-time instructor salary schedule (Appendix C).

When part-time academic employees are teaching an existing class, they shall teach to department established specific competencies/learning objectives.

**Part-time Hourly:** Not applicable.

Grant and Externally Contract Supported Academic Employee-Not Applicable.

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.

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 Select academic employees who hold an appropriate education or work background.

9.2.2.6 It shall be the responsibility of the CED or designee to:

9.2.2.6.1 Secure appropriate credentials of the candidates;

9.2.2.6.2 Arrange for interviews.

9.2.3 **Applicant Screening Procedure**

9.2.3.1 **Selection criteria/minimum requirements:**

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

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

9.3 **Titles**

9.3.1 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:

9.3.1.1 Professor: Lane 3 or 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.

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 Description and Workload

10.1 Job Description for classroom academic employee

10.1.1 Classroom Academic employee: 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:

10.1.1.1 Develop, assess, improve, and deliver curriculum in a variety of modalities;
10.1.1.2 Teach assigned courses in accordance with course descriptions and learning outcomes outlined in the syllabi;
10.1.1.3 Utilize current technology appropriate to the program or discipline to facilitate teaching and learning;
10.1.1.4 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college policies;
10.1.1.5 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;
10.1.1.6 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;
10.1.1.7 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college and DOC policies;
10.1.1.8 Maintain regular scheduled and posted office hours for assisting students;
10.1.1.9 Participate in student advising;
10.1.1.10 Serve on standing and/or ad hoc committees;
10.1.1.11 Participate in scheduled inmate education academic employee meetings, and other committee and/or planned activities as assigned; and
10.1.1.12 Maintain a Professional Development Plan that ensures continuing education and ongoing currency in one’s instructional area(s).
10.1.1.13 Participate in annual planning and assessment.
10.1.1.14 Specific course assignments will be made in the academic employee’s primary area of expertise whenever possible. If Corrections full-time academic employees are required to teach outside their primary area of expertise in order to maintain a normal workload, or to maintain an instructional program, the academic employee shall be given reasonable advance notice and preparation time.
10.2 **Workload**

10.2.1 The full-time workload for academic employees shall be determined by contact hours per week. The normal workload assignment will be thirty (30) contact hours per week.

10.2.2 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.

10.2.3 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.

10.2.3.1 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.

10.3 **Contracted Days**

10.3.1 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.

10.3.2 **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.

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

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

10.4.1 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.

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

10.4.3 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 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 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.

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 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 agreement.

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 A 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 (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.

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 CIA’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 (10) 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) 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.

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.
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. 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 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.
1  **Article 12 – Professional Development**
2  
3  **12.1 Professional Development:**
4  
5  **12.1.1** 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.

6  **12.1.2** 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 13 – Academic Employee Evaluations

13.1 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.

13.2 Corrections Academic Employee Evaluations

13.2.1 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.

13.2.2 The CED will notify the academic employee during the fall of the evaluation year. The evaluation consists of:

13.2.3 A completed self-evaluation on a form provided by the Washington College in Prisons Program Director.

13.2.4 An instructor evaluation form to be filled out by students in accordance with the instruction’s schedule.

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

13.2.6 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.

13.2.7 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.

13.2.8 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.

13.2.9 The evaluation criteria shall be as described in 13.3.

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

13.3 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 a 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.

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

13.3.2 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.

13.4 Evaluation Criteria

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

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

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

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

13.4.5 Provide learning opportunities to students in assigned classes in an atmosphere that promotes learning and in a manner consistent with college and DOC policies;

13.4.6 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;

13.4.7 Obtain and maintain sufficient learning assessment data in order to provide a valid and reasonable basis for assignment of grades;

13.4.8 Provide records and data needed to comply with the State Board interagency agreement, federal and state requirements and regional accreditation standards;

13.4.9 Participate in student program planning;

13.4.10 Participate in all scheduled inmate education academic employee meetings, and other committee and/or planned activities as assigned; and

13.4.11 Create and regularly update a Professional Development Plan that ensures continuing education and ongoing currency in one’s instructional area(s).

13.5 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 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 employees 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

15.1 Full-time Salary Schedule Index

15.1.1 Pay for full-time and annualized associate academic employees shall be computed from the full-time academic employee salary schedule (Appendix B).

15.1.2 Full Time Academic employee Salary Payment Options:

15.1.2.1 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 16.1.2.2 is selected.

15.1.2.2 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.

15.1.2.3 Exceptions to either of these payroll options must be approved by the Chief Instructional Administrator and the Director of Human Resources.

15.1.2.4 Peninsula College accepts no responsibility for the individual academic employee’s decision.

15.2 Initial Academic employee Salary Placement – Academic

15.2.1 Horizontal (Lane)

15.2.1.1 Initial horizontal salary placement is assigned upon the basis of official documented evidence of college and university degree and credit awards. Degrees and credits acceptable for salary placement must be from accredited colleges and universities listed in the directory published by the American Council on Education.

15.2.1.2 Initial placement is set at the highest documented relevant degree level plus appropriate credit hours earned subsequent to the date of that. Credit allowances beyond degree levels must be pertinent to the area of assignment and are subject to review and approval.

15.2.1.2.1 No placements are made beyond documented degree and credit levels.

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

15.2.1.3 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.

15.2.1.4 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, masters, or doctor's degree appropriate to the teaching assignment and meeting the requirements of 16.2.1.1 above will be approved for salary placement.

15.2.1.5 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.

15.2.2 **Vertical (Step)**

15.2.2.1 Step placement (experience credit) is determined only by a documented record of acceptable teaching experience in an organized public or private institution.

15.2.2.2 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.

15.2.2.3 Valid experience credit must be contracted. Contracted credits taught per year divided by 45 in a quarterly system (30 in a semester system) determine annual experience. This experience cannot exceed 1 year annually.

15.2.2.4 No experience credit is allowed for teaching assistantship.

15.2.2.5 Initial vertical placement is made at the level one step beyond the number of experience years allowed.

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15.3 **Initial Academic Employee Salary Placement – Professional/Technical**

15.3.1 **Horizontal (Lane)**

15.3.1.1 Horizontal placement may include both academic and experience credits; however, academic credits must be documented according to the requirements for academic placement, and experience credits must be documented by letters of affidavit or certification, or by other acceptable means. All degrees, credits, and experience must be listed upon the initial application.

15.3.1.2 Practical (industrial) experience may be used only to determine horizontal placement.

15.3.1.3 Placement in Lane 2 of the salary schedule requires a period of basic qualification (journeyman status in apprenticeable trades, five years’ full-time professional experience, or a master’s degree where applicable).

15.3.1.4 Initial placement beyond Lane 2 is based upon credit beyond the master’s degree and/or experience credits. Experience credits (full-time employment) are counted at the rate of two (2) years’ documented and relevant experience to ten (10) academic credits.

15.3.2 **Vertical (Step)**

Vertical 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.

15.3.3 **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.

15.4 **Salary Schedule Advancement**

15.4.1 Horizontal: Salary advancement is based upon obtaining a higher level degree.

15.4.2 Vertical: Full-time and associate academic employees working 50% or more will be credited with one full year of service if funding is approved by the legislature.
Article 16 – Dismissal

16.1 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.

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 Corrections Full-time and probationary academic employees of the College. This committee is the same committee as in the main body of the contract (17.2.1-17.2.4).

16.2.2 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 17.2.13 in the main body of the contract, shall serve.

16.2.3 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:

16.3.5 the grounds for dismissal in reasonable particularity;
16.3.6 a statement of the legal authority and jurisdiction under which a hearing may be held;
16.3.7 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 the hearing shall be 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 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.

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 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.

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 (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:

17.1 **Notification of Potential RIF**

17.1.1 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.

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 Considerations**

17.2.1 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:

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

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

17.2.1.3 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 Corrections full-time academic employees whose courses/programs are being eliminated to another academic employee position within the corrections education program.

17.3.2 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.

17.3.3 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.

17.3.4 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.

17.3.5 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.

17.3.6 Academic employees shall not be laid off prior to the completion of their current contract, except required changes in the DOC/SBCTC Interagency Agreement.

17.4 Right to Recall

17.4.1 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.

17.4.2 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.
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 Corrections full-time academic employee 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 18.2.3. 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 18.3.4, 18.3.5, and 18.3.6.

17.5.1.3 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.

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 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 is necessary for the reasons set forth in Article 18, 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.

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 17) 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 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 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, 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 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, 2018. 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 an 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 January 15, 2018. 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, 2018 by mutual consent.

FOR THE ASSOCIATION

Michael Cassella-Blackburn, PCFA
President

FOR THE EMPLOYER

Erik Rohrer, Chair, Board of Trustees
Community College District No. 1
APPENDIX B – Full-Time Faculty Salary Schedule

Peninsula College; Full-time Faculty Salary Schedule

Effective July 2015
Appendix B, PCFA/PC negotiated agreement

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*Steps A & B have been abandoned
Memorandum of Agreement 15-18-01

PCFA LOCAL 3439 – PENINSULA COLLEGE
MEMORANDUM OF AGREEMENT 15-18-01

BETWEEN: Peninsula College and the Peninsula College Faculty Association

1. The Washington State Legislature provided authority and funding in the 2015-17 enacted budget bill to implement a salary adjustment averaging 3% for each full time and part time faculty for the fiscal year (FY) 2015-16. Negotiated agreement to implement the authority for an average 3% increase:

The PCFA and Peninsula College agree that all values on Appendix B and the Adjunct Salary Schedule will be adjusted upward by 3%, effective July 1, 2015.

2. The Legislature provided authority in the 2015-17 enacted budget bill to implement a salary adjustment for faculty eligible for increments.

Negotiated agreement to implement the authority for turnover savings:
The PCFA and Peninsula College agree that available turnover savings as of 9/13/2015 will be distributed to all eligible faculty in the form of a .534 increment, effective July 1, 2015.

____________________________________________________________________________________
Michael Cassella-Blackburn, PCFA Eric Rohrer, Chair, PC Board of Trustees
Memorandum of Agreement 15-18-02

PCFA LOCAL 3439 – PENINSULA COLLEGE
MEMORANDUM OF AGREEMENT #15-18-02

BETWEEN: Peninsula College and the Peninsula College Faculty Association

The PCFA and Peninsula College agree to a process for accelerated tenure consideration for incumbent faculty holding Annualized Associate positions as of July 1, 2015.

The details of the process for accelerated tenure are presented in graphic form on attachment 1 and described narratively on attachment 2.

The College commits to completing program and position reviews for the following programs/positions during Spring to Fall, calendar year 2016:

- Stacie Bell, HSSA/Addiction Studies program
- Wes Cecil, English, Port Townsend site
- Yvette Cline, Early Childhood Education
- Tom Grimes, Philosophy
- Mike Hansen, Automotive Technology
- Michael Mills, English, Art
- Erin Kate Murphy, Intensive English Language Studies
- Jeramie O’Dell, Welding
- Rachel Pairsh, Medical Assistant program
- Rich Riski, Journalism
- Marina Shipova, Multimedia, Art
- Eric Waterkotte, Cybersecurity, Information Technology

This memorandum of agreement pertains to only the named individuals and is in effect only through June 30, 2018.

_______________________________  ______________________________
Michael Cassella-Blackburn, PCFA      Eric Rohrer, Chair, PC Board of Trustees