

# NEGOTIATED AGREEMENT

By and between the

BOARD OF TRUSTEES OF COMMUNITY COLLEGE

DISTRICT NO. 11

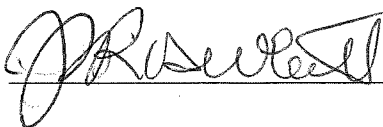
and the

PIERCE COLLEGE FEDERATION OF TEACHERS

LOCAL # 4821

2016 - 2019

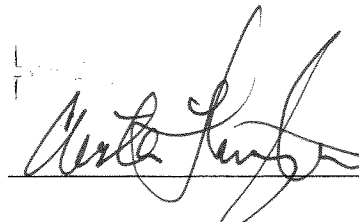
Adopted by the  
BOARD OF TRUSTEES  
Pierce College District 11



Jackie Rosenblatt, Chair  
Board of Trustees

Date: November 9, 2016

Ratified by the  
PIERCE COLLEGE FEDERATION  
OF TEACHERS



Curt Warrington, Vice-President  
Pierce College Federation of  
Teachers - Local #4821

Date: November 9, 2016

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2016-19 NEGOTIATED AGREEMENT BETWEEN  
PIERCE COLLEGE FEDERATION OF TEACHERS (PCFT) AND PIERCE COLLEGE DISTRICT

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**Negotiated Agreement, 2016-2019**

**Between the Board of Trustees, District 11 and the Pierce College Federation of Teachers**

**PREAMBLE**

The district and its faculty members recognize the rights and obligations conferred upon each party by RCW 28B.52.010. It is the intent of this agreement to foster and maintain orderly procedures governing the relationship between the parties and to assure both parties open communication and timely access to information, with reasonable discussion and interpretation of that information. The parties pledge to work in good faith to identify and implement mutually acceptable policies and procedures respecting the wages, hours and other terms and conditions of academic employees.

2016-19 NEGOTIATED AGREEMENT BETWEEN  
PIERCE COLLEGE FEDERATION OF TEACHERS (PCFT) AND PIERCE COLLEGE DISTRICT

## ARTICLE 1 – RECOGNITION

### SECTION 1.1: AGENCY SHOP

As a condition of employment, all full-time faculty bargaining unit members must either join the Pierce College Federation of Teachers or pay a representation fee. Full-time faculty who establish a right of non-association based upon a bona fide religious tenet will instead contribute to a non-political charitable organization an amount equivalent to the PCFT dues.

This provision is effective as of July 1, 2003.

Exclusions: This requirement will not apply to adjunct faculty, one year full-time faculty, nor faculty who have already been granted tenure or hired as full-time probationary faculty to begin working prior to July 1, 2003. Such faculty will not be required to join the PCFT, nor will they be required to pay the representation fee. They will continue to have the option to do so at their own discretion.

### SECTION 1.2: PROCESS

The district and PCFT agree to the following processes:

- A. The district agrees to notify applicants for full-time faculty positions of the agency shop provision in the job announcement.
- B. PCFT agrees to file a payroll deduction authorization form with the district Payroll office for each PCFT member prior to the effective date for processing as determined by the district.
- C. The district agrees to deduct PCFT union dues or representation fee from the salaries and wages of PCFT members who authorize the deduction in writing. The district agrees to forward such dues or fees to the PCFT treasurer or to the depository designated by the PCFT. The deduction of union dues shall be in accordance with applicable payroll procedures and begin with the payroll period following timely receipt of the faculty member's authorization.
- D. When a full-time faculty member subject to the union dues requirement does not authorize the union dues deduction in accordance with PCFT requirements, then the PCFT Executive Board shall give written notice to the district Board of Trustees and request that the full-time faculty member be terminated at the end of the academic year. PCFT shall deliver the request to the district office at least fifteen (15) business days before the scheduled Board meeting at which the requested action is to be taken.
- E. The Board of Trustees will notify the faculty member that based upon the request received from the PCFT Executive Board and in accordance with the negotiated agreement, the Board of Trustees, at its next regularly scheduled meeting, will adopt a resolution terminating the employment of the faculty member effective at the end of the current academic year.
- F. The district agrees that it will not discriminate against any faculty member with respect to hours, wages, or any other terms or conditions of employment by reason of membership in the PCFT, participation in any lawful activities of the PCFT, or any grievance, complaint, or proceeding under this agreement.
- G. The PCFT agrees to indemnify the district and hold it harmless against any and all suits, claims, demands, and liability for damages or penalties that shall arise out of or by reason of any compliance with the foregoing provisions of this section.





## **ARTICLE 2 – UNION RIGHTS**

### **SECTION 2.1: DISTRIBUTION OF NEGOTIATED AGREEMENT**

A copy of the negotiated agreement will be available on the PCFT website (attached to the Pierce College website) within forty-five (45) days of ratification of this negotiated agreement.

### **SECTION 2.2: FEDERATION/ADMINISTRATION COMMITTEE**

The Pierce College Federation of Teachers and the administration agree to establish and maintain a Federation/Administration Committee, consisting of three (3) federation representatives as appointed by the PCFT president and three (3) administrative representatives appointed by the district chancellor. The purpose of the committee will be to review those matters covered by the negotiated agreement and those matters which may become covered by the negotiated agreement.

- A. Meeting agenda - Prior to a meeting, a written agenda shall be prepared by the party requesting the meeting and may be supplemented by additions made by the other party. The party calling the meeting shall furnish the other party, prior to the date of the meeting, with a copy of the final agenda.
- B. Authority
  - 1. The committee shall have the authority to discuss, review, and resolve conflict and promote clarification of matters generated by the negotiated agreement, provided that any such actions do not change or alter existing substantive rights or liabilities in the agreement.
  - 2. The committee shall also have the authority to temporarily or permanently deny or revoke faculty emeritus benefits provided in Section 4.2 in accordance with Section 8.5.

### **SECTION 2.3: RELEASED TIME OF FACULTY PRESIDENT**

To make it possible for the faculty president to carry out his/her duties as a participant in the district governance structure, he/she shall be excused from assigned duties other than instruction and shall be given a three-ninths (3/9) teaching assignment in his/her discipline. His/her schedule will be arranged to allow the greatest freedom and flexibility consistent with achievement of institutional objectives.

The PCFT president and vice president shall be free to attend all appropriate district and system-related meetings, including all district and college committees identified in this contract and professional and Pierce College Federation of Teachers conferences at the state level without restriction or loss of remuneration.

Administration will make every effort to provide secretarial support for collegial system related business.

### **SECTION 2.4: PIERCE COLLEGE FEDERATION OF TEACHERS CONVENTIONS/MEETINGS**

Pierce College Federation of Teachers members shall have the right to attend Pierce College Federation of Teachers functions, whether on campus or at the state or national level, subject to

a determination by the dean, that the educational goals of the district can be met during such absences. When it is necessary for faculty to be away from their teaching station, they shall not be required to forfeit any part of their salary providing their classes are covered.

**SECTION 2.5: PUBLICATION**

During the fall term (quarterly updated as appropriate), the administration shall present to the Pierce College Federation of Teachers president a list of all district faculty who receive released time or stipends, and the duties, amount, and budget source of such stipends.

**SECTION 2.6: AFFIRMATIVE ACTION/EQUAL OPPORTUNITY**

No person or persons responsible to the district, or the Pierce College Federation of Teachers, shall discriminate against any employee on the basis of race; creed; color; national origin; sex; marital status; age; Vietnam era or disabled veteran status; presence of any physical, sensory, or mental disability. The federation and the district recognize and reaffirm their support and commitment to equal opportunity, affirmative action and Title IX programs.

**SECTION 2.7: STATE ETHICS LAW**

The PCFT will be mindful of and abide by state ethics law in conducting union and collective bargaining related business.

**ARTICLE 3 – MANAGEMENT RIGHTS**

The management of the district and the direction of the work force, assignment and job responsibility are vested with the employer subject to the terms of this agreement. All matters not specifically covered by the language of this agreement are to be administered by the district in accordance with policies and procedures as it from time to time may determine.



## ARTICLE 4 – RIGHTS OF ACADEMIC EMPLOYEES

### SECTION 4.1: ACADEMIC FREEDOM

The Board of Trustees, administration and faculty recognize and support traditional academic freedom as it applies to members of the college community in carrying out their assigned duties and responsibilities, including the professional presentation of what might be considered by some to be controversial materials. All members of the college community will work together to advance truth and student success in learning.

For more information on academic freedom as it relates to faculty, refer to the 1940 AAUP “Statement of Principles on Academic Freedom and Tenure” (including 1970 Interpretative Comment. Notably, “Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and the student to freedom in learning. It carries with it duties correlative with rights... Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter which has no relation to their subject... The intent of this statement is not to discourage what is ‘controversial’. Controversy is at the heart of the free academic inquiry which the entire statement is designed to foster.”

<http://www.aaup.org/report/1940-statement-principles-academic-freedom-and-tenure>

### SECTION 4.2: FACULTY EMERITUS

Definition: Faculty emeritus status will apply to any past, or present, full-time, tenured faculty member of Community College District No. 11 who was eligible to retire and has officially retired from the college under any of the retirement options open to faculty. Emeritus faculty may engage in adjunct employment with the college without affecting their emeritus status.

- A. Rights and privileges. Faculty emeritus will be accorded the same rights and privileges as full-time faculty as applied to:
1. Use of college facilities including, but not limited to:
    - a. Recreational facilities such as the exercise room, tennis courts, basketball courts, and lockers
    - b. Library
    - c. Computer Applications Center
    - d. Printing (*as related to service they are doing for the college*)
    - e. Faculty lounge and general lounges
    - f. Cafeteria/food services
    - g. Student Center
    - h. Lava Java
    - i. Email account (use of Pierce College email is subject to Washington State ethics and public disclosure laws)
  2. Bookstore discount
- B. Additionally, faculty emeritus will be permitted:
1. Free parking in designated faculty and general parking areas.
  2. To attend faculty In-service programs and workshops sponsored by the district.

3. To attend lectures, programs, athletic events, theater, forums, and other presentations provided at the same fee as faculty.
  4. To attend college social functions to which faculty are invited.
- C. Catalog listing. Faculty emeritus will be listed in the college catalog until such time as he or she requests at the Human Resources office not to be listed or until deceased.
- D. Any costs of providing the rights and privileges in this section incurred by full-time faculty shall also be applicable to faculty emeritus.
- E. In certain circumstances, faculty emeritus benefits may be denied or revoked as per Section 8.5.

### **SECTION 4.3: MEMBERSHIP IN DIVISION**

A full-time faculty member who is not hired within a specific division, such as faculty counselors, faculty counselor advisors, or librarians, will participate as a full member in a division with the same rights and privileges as other division members. Membership in a division will take into consideration the faculty member's preference and be with the joint concurrence of the supervisor and the dean.

If a full-time faculty member is appointed as a liaison to an additional division, the faculty member and supervisor and deans must agree as to which is the primary division. Faculty may exercise participation rights within only one division.

If a full-time faculty member has been granted professional or other leave, he or she will still maintain participation rights, but must be present to exercise them.

## ARTICLE 5 – WORKING CONDITIONS

### SECTION 5.1: FACULTY CONTRACTS

- A. All faculty. The basic "academic contract year" (173 days) shall consist of the three (3) traditional quarters, fall, winter, and spring in the number of days prescribed in the current year's calendar, developed by the Calendar Committee. Within the constraints of budget and quality of service for students, faculty members shall be allowed to select which quarters of an academic year will comprise their annual contract. Requests for annual contracts different from fall, winter, and spring quarters will be submitted to the campus vice president by January 15th. If summer is chosen as a contracted time, salary and teaching load shall be computed as a traditional instructional quarter (173 days for the year.) Salary and instructional load for the quarter not selected will be computed at the presently agreed "off-contract (or summer) rates."
- B. Faculty counselor advisors. The following provisions apply only to faculty counselor advisors.
1. The 173 contracted days for state funded faculty counselor advisor positions can be assigned outside the normal teaching calendar to meet the advising needs of students. Including quarter breaks, such variance during enrollment periods shall not exceed the period of two weeks (10 working days) before and/or after each quarter assigned.  
  
Due to the student need for services provided by state funded faculty counselor advisors during the summer, the faculty counselor advisors will be obligated to cover an additional 16 days times the number of full-time faculty counselor advisor positions filled. If no mutual agreement can be made on a campus, days not covered will be offered to faculty counselor advisors on the other campus. If days still remain that are not covered, then the faculty counselor advisors on that campus will have their contracts extended to cover those days. Additional days beyond this may be filled by the faculty counselor advisors or qualified part time faculty counselor advisors.
  2. The faculty counselor advisors and administrators will work together to develop a calendar consistent with student need and the flow of student traffic, and ensures the coverage required to be submitted and approved by the vice presidents for learning and student success.
  3. Faculty counselor advisors are eligible for the same number of RPD days as instructional faculty. These RPD days may be adjusted per Section 5.1.B.2 to meet the advising needs of students.
- C. Contract issuances
1. An individual employment contract will be issued by September 15 annually.
  2. The individual employment contract shall specify number of days of service to be provided and the reporting date.
  3. The individual employment contract must be signed, dated and returned to the Human Resources office within 14 calendar days of the date of issue or 14 days after the contract starts, whichever is later.



## SECTION 5.2: FACULTY ASSIGNMENTS

- A. Every consideration will be given to faculty preference for assignments, office space and classrooms within the scope of providing quality services for students.
- B. Teaching assignments (class times, courses taught, etc.) shall be made among fully qualified faculty members on the basis of the individual faculty member's academic training and experience. Prior to the publication of each quarter's schedule, if two (2) or more fully qualified, full-time faculty members express the same or some other irreconcilable preference for class times, courses taught, etc., the final teaching assignment (including summer school) shall be determined on the basis of student needs, balanced schedules, faculty preference and other appropriate factors, as decided by faculty members in discussion with the dean and in consultation with the campus vice president.

The full-time faculty member having the greatest seniority within the bargaining unit will have his or her preference considered for assignments during their normal work hours. Once the schedule for the quarter has been finalized and sent to the printer any subsequent changes in class assignment will be determined by the dean or designee and in consultation with the campus vice president.

- C. For office assignments, the administration shall make a good faith effort to assign available office space consistent with individual faculty preference based on seniority and program needs. When the campus vice president designates a cluster of offices for a particular program, in consultation with the federation president, faculty in that program will be assigned based on program seniority within that area and those offices will not be made available to more senior faculty in other programs. If the program does not utilize the full cluster, extra offices may be made available to other faculty on the basis of seniority.

When an office move is initiated by the administration, the administration will be responsible for moving the personal effects of the faculty members (i.e., files, books, furniture, etc.).

- 1. If institutional needs make it necessary to change the assigned office for any faculty member, the affected faculty member will be given at least one academic quarter notice of the office change, unless otherwise mutually agreed upon by all parties concerned, and be given an opportunity to discuss the impact of proposed changes with the dean and/or the campus vice presidents prior to the implementation. Every effort will be made to coordinate with the concerned faculty member(s) any office relocation with quarter breaks to prevent disruption of the faculty member during the instructional term.
- 2. During the regular school year, faculty offices that become vacant will be temporarily assigned to faculty in need of office space. As much as possible this will be done on a seniority basis and program needs, but faculty who currently have an office will not be reassigned, except on the basis of institutional need, to vacant offices, even if they are more senior than the faculty member who is temporarily assigned the office space.
- 3. Once each year, all temporarily assigned faculty office space and any vacant faculty office space will become available for reassignment to interested faculty, as much as possible this will be done on a seniority basis and program needs. The president of the Pierce College Federation of Teachers, or designee, and an administrator or designee will coordinate a schedule of faculty office changes. Decisions about office moves must be made by May 31. Moves will commence at the end of spring term and must be completed by August 31. The Pierce College Federation of Teachers will keep records of offices that are available for reassignment, administer the reassignment of faculty office space, and pay, from Pierce College Federation of Teachers money, any student help needed to facilitate faculty office moves at this time.

4. Faculty on leave for one academic year and not using their offices on a regular basis will make their offices available for the use of other faculty, if needed.
- D. For classroom assignments, classrooms will be assigned initially on the basis of unique course requirements; in the absence of controlling unique course requirements, classrooms will be assigned in accordance with the preferences of faculty members based upon seniority and program needs. Requests must be submitted prior to the publication date of the quarterly schedule. Classroom assignments shall be changed only after consultation with and agreement of the affected faculty member(s). Nothing in the foregoing shall prohibit reassignment where it is necessary to accommodate disabled students, provided that such a reassignment does not dislodge other disabled students.
- E. Moonlight assignments. If classes are available, full-time faculty members may teach up to ten credits per quarter outside of their normal work span as a moonlight assignment. Based upon mutual agreement of the faculty member, dean, and the campus vice president, six of those 10 credits may be taught during the normal work span. The faculty member will be available to complete their other job responsibilities. Additional moonlight credits may be assumed based upon mutual agreement of the faculty member, dean and the campus vice president. Full-time faculty members will be given first consideration when consistent with professional qualifications, student needs, and the best interests of the program, unless adjunct faculty have been given a multi-term contract. (Priority assignments do not apply to specially funded programs.)

### **SECTION 5.3: PAYMENT DISTRIBUTION**

#### **A. Full-time faculty**

Providing employment contracts have been issued, signed and returned on a timely basis, each full-time faculty member may choose whether to be paid in one of the two following ways:

Choice 1: Base pay will be divided into no less than 19 equal payments and paid on regular pay dates across the course of the academic year. The first pay date is September 25<sup>th</sup>. The total number of payments may vary depending on how the academic calendar falls, but in no case would exceed 21 payments.

or

Choice 2: Base pay will be paid one twenty-fourth per pay period beginning on September 25<sup>th</sup> through June 25<sup>th</sup>. The remainder will be paid in a lump sum on June 10<sup>th</sup>.

#### **B. Adjunct faculty and full-time faculty moonlights**

Providing appointment letters have been issued on a timely basis, faculty members' pay will be divided into equal payments based on the number of pay periods in the quarter. If the timing of the first day of the academic quarter does not allow sufficient time for processing, the faculty member will receive an amount equivalent to two payments on the next pay date. One of these payments is current while the other is retroactive.

C. Stipends

Providing special assignment documents have been issued on a timely basis, stipend pay will be divided into equal payments based on the number of pay periods covered by the special assignment.

- D. Continuous enrollment classes or multiple entry point courses. These classes will be paid at the end of the quarter/term after the end of the continuous enrollment period. Military online will be paid at times consistent with processes allowed by the administration and payroll systems.

**SECTION 5.4: SUBSTITUTES**

Regularly employed faculty members will not be required to serve as substitutes. However, if they or other persons agree with the dean and the campus vice president to do so, they shall be paid at the rate not less than that of adjunct faculty. Application for substitute compensation will be made by the faculty member requiring substitute coverage to the appropriate dean and the campus vice president.

**SECTION 5.5: JOB DESCRIPTION**

At the time of hiring each faculty member shall have in his or her personnel file, with a copy in the office of the campus vice president, a statement describing his or her duties and functions, hereinafter called the job description, that shall be reviewed and updated prior to each new contracted year. The job description shall include any duties, such as administrative functions, coordinating work, advising, counseling, as well as the disciplines or programs in which new faculty members will be expected to teach. Job descriptions will be updated to reflect the current negotiated agreement. If consideration is being given to changing a faculty member's job responsibilities, the concerned faculty member will be consulted by his/her dean or the campus vice president, and involved in discussing alternatives. If consideration is being given to changing a faculty librarian's or counselor's job responsibilities, the concerned faculty member will be consulted by the library director for faculty librarians or the director of student development for faculty counselors. The campus vice president may be involved in any discussion.

Each full-time faculty member continuing in employment shall receive a copy of his or her job description attached to the contract. The personnel file and the Office of Instructional Services will retain copies of current job descriptions for each faculty member.

**SECTION 5.6: PERSONNEL RECORDS – CONFIDENTIALITY**

The district Human Resources office establishes and maintains the official personnel files for full-time faculty members. The information in the personnel files of all bargaining unit members will be treated as highly confidential. Except for materials which may have been obtained upon initial employment through assurance of confidentiality to a third party, individual faculty members have access to their own personnel files. In addition, the administrators responsible for the faculty member's performance and the district chancellor have access. Information from the files shall not be released to others without prior consent of the affected faculty member, or as required by law.

Faculty members have the right to review their personnel files and request amendment or

deletion of any perceived false or misleading statements or information. Faculty members have the right to add materials to their personnel files.

Supervisors or administrators wishing to place counseling memos<sup>1</sup>, letters of reprimand, or other documents related to corrective or disciplinary action in a faculty member's personnel file, will provide notice to the faculty member by including a reference to the personnel file at the end of the document; cc: personnel file. Supervisors or administrators will also send the faculty an email notice regarding this placement into the personnel file with electronically generated delivery and read receipts.

#### **SECTION 5.7: STAFF SUPPORT**

The administration will make every effort to provide adequate staff and facilities support during all faculty contracted days and during times classes are held, including evenings and weekends. Support shall include such things as an instructional coordinator or other person with administrative authority, Learning Resource Center staff, Information Desk staff, scientific lab technicians, and, except on weekends, instructional secretarial staff.

#### **SECTION 5.8: PARKING**

Sufficient parking for faculty will be provided free of charge in areas reserved for employee use.

If problems with parking arise, the issue will be a matter for discussion and possible resolution by the Federation/Administration Committee.

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<sup>1</sup> See 8.2.B for handling of corrective measures such as counseling memos.



## ARTICLE 6 – LEAVE

### SECTION 6.0: REPORTING OF LEAVE

In instances that prevent faculty members from meeting their contracted responsibilities, particularly with regard to participating in scheduled work activities (e.g. class times, office hours, committee meetings, etc.), faculty members must enter the appropriate leave (e.g. sick, personal, etc.) for the number of hours of leave taken. The calculation of the number of hours to report must be done in accordance with the Leave Use Procedure Document & Table (available online, with the division administrative assistants, and the office of Human Resources.)

### SECTION 6.1: SICK LEAVE

#### Full-time faculty

Full-time faculty shall accrue sick leave on the basis of one (1) compensable day per month, for the purposes of sick leave buy back, for months they are under annual contracts, plus one (1) non-compensable day, for purposes of sick leave buy back, for each month they are not under an annual contract. In addition, the following conditions shall apply:

- A. No combination of the above shall result in more than twelve (12) days accumulation in any calendar year;
- B. Days earned by faculty contracted for a quarter outside of their annual contract shall be compensable rather than non-compensable; and
- C. Upon initial full-time employment, the first twelve months of accumulation shall be immediately available.
- D. Accrued sick leave can be used for moonlight appointments during the academic year or contract year.

#### Adjunct faculty

[See Article 11 adjunct faculty, Sections 11.12, 11.13, and 11.14.]

#### All faculty

Faculty whose pattern of absence due to illness or disability affects the delivery of educational services to students may be required to submit a health care provider statement confirming the medical necessity for absence from the job and prognosis for return to normal duties.

### SECTION 6.2: BEREAVEMENT LEAVE

In the event of a death within the immediate family of the faculty member, bereavement leave with pay shall be granted. "Immediate family" is defined to include the spouse, household member, mother, father, foster parent, brother, sister, child, foster child, grandparent or grandchild of the faculty member, or the spouse of the faculty member. Persons in a step relationship to any of the foregoing, such as, for example, a step-son or step-father, shall be included in the definition of "immediate family." "Household member" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term shall include, but is not limited to, foster children and legal wards.

A maximum of ten (10) days leave per incident will be allowed for bereavement in case of death

of persons in the immediate family. All bereavement leave shall be charged to the faculty member's sick leave entitlement.

When death occurs under circumstances not covered by this policy or when additional time is necessary because of the responsibilities of the individual faculty member, a special request for additional compensated leave may be directed to the campus vice president. In such cases, the campus vice president may authorize the use of sick leave for such purposes.

The faculty member is expected to request bereavement leave or extension of same by seeking oral or written approval of the campus vice president as soon as feasible. The faculty member must file the appropriate leave form within five days of the date of leave.

### **SECTION 6.3: FAMILY CARE – LEAVE**

Faculty may use appropriate leave to care for family members in accordance with the Family Medical Leave Act (FMLA), RCW 49.12.270, and related district policies and procedures.

### **SECTION 6.4: EMERGENCY LEAVE**

Emergency leave is available as part of the faculty member's sick leave entitlement. Situations in which emergency leave may be granted are as follows:

- A. The problem must have been suddenly precipitated, must be of such nature that pre-planning could not relieve the necessity for the faculty member's absence.
- B. The problem cannot be one of minor importance or of mere inconvenience, but must be serious.

A faculty member shall contact the campus vice president or designee to request emergency leave as soon as practicable in light of the emergency circumstances. If approved, the faculty member is responsible for accurate and timely reporting of leave taken using the district's electronic leave reporting system.

Duration of emergency leave shall be determined by the campus vice president in consultation with the faculty member involved.

### **SECTION 6.5: LEAVES OF ABSENCE WITHOUT PAY (after expiration of sick leave)**

- A. After expiration of sick leave, any request for leaves of absence without pay or extensions thereof shall be in writing and shall state the following information:
  - 1. Reason for such request;
  - 2. Date leave is to begin; and
  - 3. Date of return to work.
- B. A request for a leave of absence without pay must be made to the dean or appropriate director and to the campus vice president for his/her approval.
- C. An eligible employee may be entitled to receive leave without pay for up to twelve (12) weeks a year according to the Family Medical Leave Act. Requests for family medical leave should be made to the Human Resources office.
- D. While on leave without pay extended after expiration of sick leave, the faculty member will, if eligible, have the option to pay the full cost of medical and other benefits to keep them in

force in accordance with applicable laws. The faculty member should inquire at the Human Resources office. All approved leaves of absence shall be verified through the electronic leave system.

- E. Leave without pay will be for no more than eighteen (18) months in any consecutive five (5) year period. Leave of absence without pay may be extended for an additional six (6) months upon a signed request of the employee and approval of the chancellor.

#### **SECTION 6.6: PERSONAL LEAVE – FULL-TIME FACULTY**

- A. Personal leave notice. Full-time faculty are eligible to use up to four (4) personal leave days per instructional year. Except in emergency situations, the faculty member shall give the supervisor prior notice of intent. Except for the days designated below in Sections C and D, it is expected leave will be approved except in unusual (as in rare) circumstances.
- B. Class coverage. When leave impacts class coverage, then class coverage forms are submitted along with the notice of intent. In most situations the notice will be given four business days in advance in order to allow time for planning and discussion of coverage if necessary prior to taking leave. At least two (2) days in advance of the leave, the faculty members shall inform his or her class(es) of the date(s) of the leave.
- C. First and last weeks of instruction (including finals.) It is a best practice for faculty to be present and available to students during the first and last week of instruction; therefore, approval of personal leave is discouraged except for unusual (as in rare) circumstances.
- D. Designated days. Due to the value of having faculty members' participation, on All-district days (as designated under Sections 7.9 and 7.11) approval of personal leave is discouraged except for unusual (as in rare) circumstances
- E. Unauthorized absences may result in leave without pay
- F. Unused leave carryover for educational purposes. Unused personal leave from the previous year may be combined with the four (4) days of personal leave of the current year for a total of eight (8) days, which may be used for educational purposes as approved by the appropriate dean.

#### **SECTION 6.7: SICK LEAVE AND PERSONAL LEAVE SUMMARIES**

The faculty will receive a monthly paycheck report of leave days and sick days.

#### **SECTION 6.8: EXTENDED LEAVES AND EDUCATIONAL LEAVES – UNPAID**

- A. Unpaid extended leaves of absence
  - 1. Extended leaves of absence may not normally exceed one calendar year. Requests for extended leave of one quarter or more must use the following process, except as defined in Section 6.8.A.2. To ensure consideration at budgeting time, academic year (requests of full nine month leave) and shorter extended leave requests, must be received by the campus vice president (with an appropriate director/dean recommendation) fifteen (15) days prior to the February Board of Trustees meeting. Leave requests that are not received by the above date will be considered provided they are submitted to the campus vice president at least one quarter in advance of proposed leave date.



Every effort will be made to grant leave requests received at least one (1) quarter in advance of proposed leave date, however, it is understood that budget status, the ability to readjust on short notice and college need may make this impossible.

Extended leave requests will be forwarded to the district chancellor with recommendations for approval or denial for submission to the Board at the February meeting or next meeting as is appropriate.

2. Extended leaves of absence may not normally exceed one calendar year, except for cases involving major illness or injury (see Section 6.5), military service or specific government service, or research projects which exceed one (1) year.

Requests for extended leaves of absence due to military service or specific government service should follow this chain of approval process:

Director/dean

Campus vice president

College president

Chancellor for final approval and notification to the Board of Trustees

3. Requests for unpaid leaves of less than one quarter will adhere to the following process:
  - a. Unpaid leaves that are requested for up to two consecutive weeks, not to exceed three weeks within an academic year, shall be submitted to the dean/director for review and approval.
  - b. Unpaid leaves that are requested for more than two consecutive weeks, or more than three weeks within an academic year, shall be submitted to the dean/director for review, then forwarded to the campus vice president for review and approval.

**B. Unpaid education leaves for one quarter or less**

1. Tenured faculty who request unpaid education leave for more than three (3) days up to one (1) quarter will use the following process. The faculty makes a written request to the director/dean prior to the quarter in which the leave is to be taken.
2. The request must explain the outcomes of the educational leave and how it advances his/her professional development plan. A proposed plan for class coverage which ensures quality student learning must be included. The director/dean will forward any recommended requests to the campus vice president for approval.
3. Faculty may apply for up to sixty-five (65) days of unpaid educational leave within a three (3) year time period. Unpaid educational leave may not be taken within three (3) years of paid professional leave or a sabbatical.

**SECTION 6.9: PROFESSIONAL LEAVE/SABBATICALS**

Leave shall be granted for the purpose of providing opportunities for study, research, and creative activities for the enhancement of the district's instructional and research programs.

Remuneration of faculty members engaged in authorized professional leave activities shall be in accordance with RCW 28B.10.650.

In recognition of the extra expenses necessarily incurred for travel and research, any fellowships, research grants, assistantships or other financial aid or remuneration awarded to the

faculty member, other than his or her normal salary, shall not be considered in calculating the faculty member's stipend for professional leave or sabbatical. Each professional leave or sabbatical application shall be evaluated on its own merit.

All employment benefits, excluding the cost of replacement and including, but not limited to, seniority, salary increments and district/state contributions to medical plans shall remain in full force and effect during any period of professional leave or sabbatical.

Professional leaves and sabbaticals are defined as follows

- Professional leave is defined as leave which, upon approval of the Board of Trustees a faculty member may take by agreeing to pay replacement costs from his or her salary. Leave may be granted for one-ninth (1/9) to three-ninths (3/9) per quarter for up to three (3) quarters. The district may defray instructor replacement costs.
- Sabbatical leave is defined as leave which is fully funded by the institution. The district may provide up to an equivalent of six (6) quarters for faculty sabbaticals each year. If provided, the first sabbatical will be for three (3) quarters (a full year) and after that the additional three (3) quarters may be awarded in one, two, or three quarter arrangements.

To be eligible to receive a professional leave or sabbatical a faculty member shall:

- A. Have served as a full-time tenure-track/tenured faculty member for at least seven (7) years at Pierce College District 11.
- B. Previous leave
  1. With regard to professional leave: Not have taken professional leave for at least three (3) years and not have taken a sabbatical, or educational, or extended leave without pay (one quarter or more) for at least three (3) years.
  2. With regard to sabbatical leave: Not have taken a full year sabbatical for at least seven (7) years or not have taken a less than full year sabbatical or professional leave or educational, or extended leave for at least three (3) years.
- C. Proposal submission
  1. Submit a proposal to the Educational Leave Committee which has the support of that person's program director and dean.
  2. Sabbatical candidates will propose how they will disseminate their work for sharing with appropriate members of the college, academic, and/or general community in the sabbatical proposal/applications.
  3. Sabbatical candidates might also be invited to meet with the committee to consult about methods for disseminating the sabbatical work or final product.
- D. Return from leave
  1. Return to employment at the district, following the professional leave or sabbatical, for the equivalent amount of time of the professional leave or sabbatical or pay back the remuneration received while on professional leave or sabbatical.
  2. Within one (1) quarter of return, submit a professional report to the Educational Leave Committee and instructional vice president reflecting the result of the professional leave or sabbatical activity.
  3. Within three (3) quarters of return, sabbatical candidates will share or disseminate with appropriate members of the college, academic, and/or general community their research, artifact, creative endeavors, etc. related to their sabbatical.

Granting of Leave: The Educational Leave Committee will recommend professional leave or sabbatical candidates as per Section 6.10 of this article.

### **SECTION 6.10: EDUCATIONAL LEAVE COMMITTEE**

The district will have an Educational Leave Committee, the purpose of which is to make recommendations to the college presidents and chancellor regarding the granting of sabbatical or professional leave. The committee will be comprised of two (2) instructional vice presidents, the faculty federation president, and three (3) faculty members (two academic and one professional/technical) elected annually from federation members of the faculty. At least one (1) of the faculty members must be from the Puyallup campus and one (1) from the Fort Steilacoom campus.

A. Committee procedures. The Educational Leave Committee shall hold its first meeting by December 1 and elect a chair. Guidelines and procedures for sabbatical or professional leave, including application forms, rating procedures, and reporting requirements will be established by the committee prior to the institution of the sabbatical or professional leave program. The committee shall call for written applications from eligible academic employees to be submitted by January 15. An application for sabbatical or professional leave, which will include reasons for requesting the leave and a detailed sabbatical or professional leave plan, must be submitted.

In selecting sabbatical or professional leave candidates for recommendation, the committee will base its decisions exclusively upon the criteria specified in "B" of this section. Faculty to be recommended for sabbatical or professional leave will be designated by faculty members on the committee.

If there is disagreement between the faculty and instructional vice presidents on the committee regarding the recommended leave(s), the committee will meet to agree upon final recommended leave(s).

The final recommendation, with supporting documentation, will be submitted to the presidents and chancellor no later than February 25th.

After giving reasonable consideration to the recommendations of the committee, the chancellor will recommend candidate(s) for sabbatical or professional leave to the Board of Trustees as soon after February 25th as practical. In the event that the chancellor declines to recommend the leave(s), feedback will be provided to the Educational Leave Committee.

- B. Criteria for Selection. Sabbatical or professional leave shall be awarded according to the following criteria:
1. The past contribution of the applicant (years of service, range of service, quality of service) to the college.
  2. The value of the proposed activity to the enhancement of the instructional program of the college.
  3. The value of the proposed activity to the professional growth and development of the applicant.
  4. With regard to sabbatical: not have taken a sabbatical for at least seven (7) years. With regard to professional leave not have taken up to three (3) quarters of professional leave, for at least seven (7) years and not have taken a sabbatical, and/or educational, and/or extended leave without pay (one quarter or more) for at least three (3) years.

## **ARTICLE 7 – WORKLOAD/CALENDAR**

### **SECTION 7.0: FACULTY WORKLOAD**

The basic assignment in the job description usually includes: teaching assigned courses, advising students, maintaining office hours, providing course outlines, curriculum development and review, participating in college committees, attending department and division meetings and participating in the faculty evaluation process. Activities related to basic assignment also include RPD day activities and attendance at other faculty non-instructional days (see chart in 7.11.)

### **SECTION 7.1: INSTRUCTIONAL LOAD AND COMPENSATION**

The usual teaching load for full-time teaching faculty will be an annual average of credit and/or contact hours. The ranges below are intended to provide flexibility in quarterly teaching schedules for the academic year, but not to justify adding a class to an instructor's teaching load.

- A. Lecture and discussion. Individual assignments involving only lecture and discussion will normally be three (3) times the normal quarterly load of fifteen (15) credit hours, or forty-five (45) annual credit hours. The annual full-time load may be plus or minus two (2) credit hour equivalents providing a range of forty-three (43) to forty-seven (47) credit hours per academic year.
- B. Combination - Exclusive of office hours
  1. Individual combination assignments, other than those in the natural science sections (e.g., biological, physical and earth sciences), will be computed in the following manner:
    - a. Combination assignment involving more than fifty percent (50%) lecture classes with no lab component, in combination with classes with a lab component, or a lab class, will be considered mixed loads and will be pro-rated accordingly.
    - b. Combination assignments involving less than or equal to fifty percent (50%) lecture in combination with classes with a lab component, or a lab class will be an annual range of forty-eight (48) to fifty-four (54) contact hours per academic year, not to exceed eighteen (18) contact hours per academic quarter without agreement of the faculty member and dean.
  2. Individual assignments involving natural science lecture and lab classes will normally be an annual range of forty-three (43) to forty-eight (48) contact hours per academic year, not to exceed eighteen (18) contact hours per academic quarter without agreement of the faculty member and dean.
  3. Adjunct faculty working in the alternate learning center will be responsible for seven (7) contact hours per week per five (5) credit course.
- C. Clinical laboratory. Individual assignments involving clinical laboratory will normally be an annual average of one-hundred-five (105) to one-hundred-eleven (111) contact hours.
- D. Clinical instruction-nursing. Nursing clinical instruction will normally be an annual range of sixty (60) to sixty-six (66) contact hours.

- E. Cooperative education. Individual assignments involving cooperative education will normally be determined after consultation with the faculty member, the dean and the campus vice president.
- F. Mixed Loads. Individual assignments involving types "A" or "B" in combination with types "C" and/or "D" will be pro-rated. In addition, mixed loads are calculated as described in Section 7.1.B.1.
- G. Natural sciences, single lecture linked with double labs

It has been a long standing practice in natural sciences that faculty members teach double the class load for lectures (48) and then a class load of 24 in two labs. Effective September 1, 2012, full-time faculty teaching natural science courses with 42 or more students in the lecture portion of a course with corresponding labs, will receive an additional contact hour, but not additional pay unless the course causes the faculty member to exceed the maximum load of 48 contact hours per academic year. If the maximum load is exceeded then the faculty member will receive additional pay in the amount of one quarter ( $\frac{1}{4}$ ) the amount listed for a 5 credit lecture course in the adjunct Faculty Salary Schedule in Section 11.5.A. The student class load will be calculated on the 10<sup>th</sup> day of the quarter.

## **SECTION 7.2: COMBINED INSTRUCTIONAL AND NON-INSTRUCTIONAL LOAD**

A full-time faculty member may be assigned a reduced instructional load in exchange for a proportional increase in their non-instructional load. In situations of program and department coordination, see Section 10.7.

## **SECTION 7.3: INDEPENDENT STUDY**

Independent study shall be a contract established between a student and an instructor. The course of study designated by the contract must meet the following requirements:

- A. The contract is to be initiated by the student who will be responsible for establishing subject material, learning outcomes, and performance standards in conjunction with the sponsoring instructor.
- B. The student is responsible for finding a sponsor for the contract.
- C. The instructor is responsible for guidance and evaluation of how well learning outcomes and performance standards have been met.
- D. All contracts must be agreed to by the dean of the sponsor's division and the campus vice president.

## **SECTION 7.4: NON-TRADITIONAL LEARNING ASSESSMENT**

Pierce College awards credit for non-traditional learning based on national tests, professional certification/extra-institutional learning, credit by exam, and knowledge and skills acquired through experience.

When a credit by examination application is received, the dean, along with an instructor who teaches the course, will determine whether or not credit by exam is appropriate and if so, if there is a current exam available. If no exam is available, the instructor will write one and grade it. If an exam is available, the instructor will be asked to grade the exam.

- A. An instructor who writes and grades an exam will be paid \$17.50 per exam per credit hour.

For each exam, the instructor shall:

- Interview and review the syllabus with the student, assessing success potential, and
- Arrange for the student to take the exam, and
- Evaluate the student's knowledge by scoring the exam, and
- Interpret the results to the student, and
- Return to the appropriate department the outcome of the exam.

Students may challenge no more than two courses per quarter. Credit by examination cannot be used to improve a grade, nor may a student challenge a course prerequisite for a course successfully completed.

- B. Knowledge and skills acquired through experience alone are evaluated (subjectively) by faculty via assessment of a compilation of work. Approval or denial of course credit by faculty will be based on student provided documentation regarding course outcomes. Portfolio review is the recommended method for assessment. Faculty members who review PLA will be compensated at a rate of 60% of the student paid PLA fee.
- C. Faculty involved in other means of assessment of credits such as alignment may be compensated on a per project basis. (Not compensated per student.)

#### **SECTION 7.5: FULL-TIME FACULTY NON-TEACHING RESPONSIBILITIES**

- A. Other faculty responsibilities such as advising, division/department meetings and responsibilities, office hours, course material preparation, assessment, committee work, and professional development are to be regarded as an integral part of faculty workload. However, this does not mean that professional development cannot be used for SIP under 10.3.A.8.
- B. Faculty shall not be assigned more than forty (40) students to advise unless permission is given by the faculty member. Faculty with fewer than fifteen (15) students assigned to them for advising may be assigned as advising support to areas with high advisee loads, and if so, will be provided any necessary training.
- C. With regard to advising and mentoring, it is expected that faculty will appropriately use advising tools and methods to:
1. Support students in planning their educational goals, and
  2. Aid students in addressing challenges to effectively meet and/or refine those goals, and
  3. Support students in order to transition beyond Pierce College

If implementation of pathways or some other advising tools causes an unexpected significant impact to faculty workload, it will be discussed under 7.5.G. Guidance regarding advising and mentoring expectations for faculty mentor/advisors is captured in the agreed upon faculty Mentor/Advisor Advising Model and Expectations document.

- D. Teaching and office hours for full-time teaching faculty will be assigned within an eight-hour span except as mutually agreed upon by the faculty member, his/her dean, and the campus vice president.

Other than off-contract (or summer) quarter, a full-time faculty member should be available for office hours five days a week except by mutual agreement with his/her dean or supervisor. Faculty members will schedule office hours at times which will provide reasonable availability to students: ten (10) office hours per week, five (5) of which are posted and five (5) of which faculty are available to students.

- E. Assessment is defined as the responsibility for monitoring, reporting, and implementing actions that result in the strengthening of student learning and success, particularly with regard to meeting defined course and degree outcomes. It is expected that all faculty will be involved in regular assessment as a part of both their courses and department/college work. Assessment within courses include evaluation of student learning with attention to demonstrating how students meet course outcomes. Assessments at the department and college-level include demonstrating how student learning and curriculum design combine to demonstrate how students meet degree outcomes, including core abilities and fundamental areas of knowledge (FAKs.) The assessment timeline and expectations are defined in the Assessment Plan, which is updated and reviewed by the Learning Council.
- F. Shared governance - In addition to departmental and division needs, each faculty member will actively participate in the equivalent of at least one medium-sized committee, although it is recognized that participation in one medium (see Definitions 17.3) committee will not meet the full shared governance needs of the college. Thus, it is expected that all core/key committees (e.g. councils, tenure committees, curriculum committees, etc.) will have sufficient faculty representation to meet functional and accreditation needs. Committees and initiatives not core/key to faculty work would greatly benefit from a faculty voice/perspective, but such work will not be discontinued if there are no faculty interested/available to participate. If a faculty member is not participating in at least one medium committee, or has voluntarily taken on excessive committee work to the point that it is interfering with other required job duties, their dean may have a conversation with the faculty member regarding balancing their responsibilities.
- G. No later than May 1 of each year, the administration will provide a list to the PCFT president of anticipated new or substantially revised mandated trainings, assessments, or other initiatives in the coming academic year. This list will also indicate where faculty input has occurred for each topic. If there is substantial administrative direction to a mandated practice with anticipated significant impact on workload, the union may request a federation/administration meeting to bargain those impacts within two weeks of receiving the list. If during the year, the administration identifies a need to implement new mandated trainings, assessments, or other initiatives not included on the May 1 list, the PCFT will be notified and given an opportunity to request a meeting to bargain those impacts.
- H. Pierce College administration recognizes the potential increase in workload for faculty teaching in Bachelor of Applied Science (BAS) degree programs. The administration agrees to continued discussion with a reevaluation of workload (contact hours, other responsibilities, etc.) of fulltime faculty teaching in BAS programs. This section will sunset at the end of this negotiated contract and may be replaced with negotiated language that reflects more up-to-date practices.

## **SECTION 7.6: WORKLOAD PROVISION FOR FULL-TIME LIBRARY AND COUNSELING FACULTY**

- A. Librarians will be expected to work a thirty-five hour week, as directed by the dean of library and learning resources.

The faculty librarian workload includes a combination of reference, course-integrated instruction, credit courses, and the design and maintenance of pedagogical tools and resources.

- B. Faculty counselors and faculty counselor advisors will be expected to work thirty-five hours per week, as directed by the dean of student success (faculty counselors) or director of advising and entry services (faculty counselor advisors.)

The faculty counselor advisor workload includes a combination of general advising, academic and career counseling, new student advising (for example: SOAR), and instruction of workshops, presentations, and student development courses (may be credit bearing.)

The faculty counselor workload includes a combination of counseling, outreach, workshops and presentations, and student development courses (may be credit bearing.)

## **SECTION 7.7: ELEARNING COURSES (ELC)**

### **A. Definitions**

1. eLearning shall refer to any instruction with an online element that replaces regularly scheduled classroom contact, transmitted and/or delivered to a student(s) at a remote site by means such as, but not limited to, electronic communication, telecommunication, compressed video, computer, satellite, video/audio tape or CD, online technology, printed materials, or any combination thereof. An eLearning course must be officially designated as such in the Pierce College registration system, using appropriate coding as required by SBCTC, depending on the modality (fully online, hybrid.)
2. An online course is an eLearning course that uses web-based tools and where 100% of the planned and scheduled instruction and interaction between instructor and student is done online. (Proctored exams still allowed for in this classification.)
3. A hybrid course is an eLearning course that displaces some, but not all planned and scheduled face-to-face class time with web-based tools.
4. A web-enhanced course is a course that meets in regular class session and uses the college's learning management system and online resources for additional student-teacher and student-to-student interaction, posting of assignments, course materials, and/or student research.

- B. Development. Any course new to Pierce College must first be approved by the Learning Council through the curriculum approval process. Faculty wishing to develop a Learning Council and eLearning approved course initiate the process by submitting a development proposal for approval by the department chair/coordinator/dean, and the director of eLearning.

- C. Ownership and right of use. The faculty member retains decision-making authority regarding teaching methods, strategies, and techniques for the ELC consistent with classroom courses.

1. Course materials. Documents related to curriculum approval and information on the district course outline forms, including outcomes and abilities, assessments, description, content outline, course number, credit value, contact hours, transferability prerequisites, etc. Course materials are the property of the district.
2. Instructional material. Written documents used in the course management system and its components, resources, web pages, lab materials, videos, etc.



- a. Independently produced instructional materials. Any materials used in the delivery of the ELC that are independently produced using de minimus or no district resources remain the property of the producer. The producer retains sole right of use unless negotiated otherwise.
  - b. District supported development of instructional materials. Any instructional materials developed using district resources (i.e. review by instructional designer, non de minimus use of equipment, supplies, office/classroom space, faculty salary etc.), remain the joint property of the district and the producer unless negotiated otherwise by both parties. The district and the producer have royalty-free, non-exclusive license to use and to modify these instructional materials in perpetuity. If the producer chooses to apply an open license to the work, that is acceptable to the district.
  - c. District sponsored development of instructional material. Any instructional materials developed by a faculty member with dedicated funding, release time from the district or use of support staff are the property of the district.
3. The instructor has the right to receive assistance from the PCFT in negotiating an agreement concerning ownership or right-to-use.
- D. Assessment of instruction for full and adjunct faculty
1. A student course evaluation will be administered each term for every eLearning section taught and the responses will be made available to deans/directors and faculty member for use in division/department faculty assessment processes consistent with assessment processes designated for full and adjunct faculty.
  2. The eLearning instructional quality assessment system shall be developed by the eLearning Advisory Committee (eLAC) who will recommend agreed upon standards and processes for online and hybrid courses in an effort to improve course design and delivery. LMS and other eLearning data will be available to eLearning faculty as part of eLearning course and program review. The eLearning instructional quality assessment system will be subject to review by the federation/Administration Committee if working conditions become a concern.
  3. Prior to teaching an online or hybrid course, faculty will first successfully complete initial Learning Management System (LMS) training, an Introduction to Teaching Online training, or provide proof of prior training from another institution. The training is meant to help faculty successfully use the current LMS and make the transition to teaching online.  
  
In cases of urgent need, faculty may be authorized to teach an eLearning course without first meeting the requirements in paragraph 3, provided an experienced eLearning faculty member is officially assigned as a mentor. This will be approved by eLearning and the dean on a case-by-case basis and has a two quarter time limit.
  4. All faculty teaching online and hybrid courses will successfully complete the initial Quality Assurance/Quality Matters training or its equivalent in order to ensure that all online and hybrid course are designed according to QA/QM standards (or standards approved by eLac.) The course developer/faculty member will work with an Instructional Designer as a resource to apply QA/QM standards during course development.
    - a. QA/QM reviews of existing online or hybrid courses will be completed on a five year cycle. During the scheduled QA/QM review cycle course representative/faculty will receive compensation upon completion of QA/QM review process. Faculty who teach more than one online course will not be expected to do more than one review per year.

- b. Faculty serving as QA/QM peer or master reviewers will receive compensation on a per course review basis.
  5. Full-time faculty teaching ELC's will be expected to include in their established tenure and post-tenure review processes evidence of how they have applied professional development in online teaching/learning to improve their courses. Adjunct faculty teaching ELC's will be expected to include the application of professional development in on line skills through the established part time faculty review process.
- E. eLearning scheduling and instructor assignments
  1. eLearning sections will be assigned through the process of developing class schedules. Consistent with Sections 5.2 A and B, consideration will be given to faculty preference for assignments within the scope of providing quality services for students.
  2. In consultation with the dean and the director of eLearning departments can develop and consensually agree to their own approaches to scheduling eLearning sections depending on the needs of the discipline.
  3. Full-time faculty members within a given discipline shall recommend a coordinated annual district schedule of eLearning courses to be used by deans, the eLearning director, and department chair/coordinator/director(s). If the schedule is not submitted by the established deadlines, one will be prepared by the director of eLearning in consultation with the dean(s).
  4. To accommodate the special requirements of the eLearning environment, the following additional considerations shall apply to the assignment of eLC sections.
  5. The faculty member (full-time or adjunct) who develops an eLC shall have the first right of refusal for teaching the first section of that course each quarter for 6 (six) quarters, as long as the instructor has received training, developed the course, and used the eLAC-established instructional quality assessment system by the conclusion of the first academic year of teaching (or the first three sections taught.)
  6. In assigning sections not affected by right of first refusal, the first criteria shall be the instructor's evidence of or willingness for continuing professional development in online instructional skills. The primary evidence for faculty standing on this criteria shall be derived from the process described in the above Section D assessment of instruction. In case of dispute and to further assist the full-time faculty members within a given discipline to develop their coordinated annual schedule of eLearning courses the following assignment criteria shall be considered, listed in order of priority.
    - a. For assigning existing, staffed eLearning sections - full-time status in the discipline, seniority of teaching that eLearning section, seniority of date of full-time hire, evidence of or willingness to develop their own course material, divisional source of sectional funding, campus equity in discipline eLearning course distribution, instructor equity in eLearning course load.
    - b. For assigning non-staffed eLearning sections – full-time status in the discipline, instructor equity in eLearning course load, campus equity in discipline eLearning course distribution, development of own course material, of date of full-time hire, divisional source of section funding.
    - c. In cases where the developer of a course takes an approved leave from teaching (e.g. sabbatical, medical leave etc.), course scheduling may be arranged on a case by case basis without affecting the seniority of teaching that eLearning section.

7. Disagreements about the meaning of the above scheduling criteria shall be discussed with the relevant dean(s) and the PCFT president or designee.
8. An instructor shall not be required to teach a course by means of eLearning, unless it is the only mode of instruction for their program offerings.
9. Prior to the publication of each quarter's schedule, if two (2) or more fully qualified, full-time faculty members express the same or some other irreconcilable preference for an online class, the final teaching assignment (including summer school) shall be determined on the basis of appropriate factors described above as decided by the faculty members in discussion with the dean(s) and in consultation with the campus vice presidents and the director of eLearning. Once the schedule for the quarter has been finalized, any subsequent changes in class assignment will be determined by the dean(s) or designee and in consultation with the campus vice president (s) and the director of eLearning.

F. Work load

1. eLearning as part of regular load
  - a. Faculty may make a request to their department chair/coordinator/director and dean to teach up to 2/3 of their quarterly full time load as online classes.
  - b. Under exceptional circumstances, the campus vice president may approve a request to teach additional credits as an eLearning as part of full-time load. Faculty may request to teach additional credits as an eLearning as part of a full-time load by submitting a request form to the department chair/coordinator/director, dean, and the director of eLearning.
  - c. An eLearning course scheduled as part of load is subject to the same criteria for continuation as other scheduled courses and faculty teaching an ELC as part of their regular teaching load will be expected to complete all other contract obligations, including curriculum work, advising students, committee work, and office hours.
2. Class size and engagement
  - a. The class size for an online/hybrid eLearning course shall be a maximum of thirty (30) including all instructor overloads, except for disciplines where a lower cap is specified (like English Composition, world languages, lab sciences.) Individual instructors may specify their course maximum to be set and to remain at twenty-five (25), plus any instructor approved overloads, until changed by subsequent notification by the eLearning instructor.
  - b. The class size for an eLearning course having a delivery mode other than primarily online shall be the class size established for the course (or a similar course) in a traditional delivery mode.
  - c. Faculty will be responsible for their regular contracted office hours. If teaching an eLearning course as part of load and on agreement with the appropriate dean, a proportion of the five (5) scheduled contracted office hours may be off campus online. Online office hours need to be set with student needs in mind and consistently held.
  - d. Responses to student online inquires will be made in a reasonable amount of time focused on student success, proportional to the type and circumstance of the inquiry. Mutual responsibilities for timeliness will be communicated through the course syllabus.

3. The instructional load for eLearning shall be calculated in the same manner as described in Section 7.1 of the negotiated agreement.

G. Compensation

1. Regular load: If an online eLearning course is taught as part of the faculty member's regular load, it will be compensated at the current full-time rate.
  2. Moonlight load: If the class is taught as a moonlight class, compensation will be at the moonlight rate (Section 10.4.B) if there are fifteen (15) students or more in a class. If there are less than fifteen (15) students, they will be compensated at the per-student rate, unless the class is cancelled as per Section 7.8 C.
  3. Continuance of small classes shall be decided in a manner consistent with Section 7.8 of the negotiated agreement.
  4. Full-time off-contract rate: A full-time instructor who teaches an eLearning course in the summer or off-contract quarter will be paid at the full-time off-contract rate if there are fifteen (15) students or more in a class. If there are less than fifteen (15) students, they will be compensated at a per-student rate based on the full-time off-contract rate, unless the class is cancelled as per Section 7.8 C.
  5. Adjunct rate: An adjunct instructor will be paid at the appropriate adjunct rate if there are 15 students or more in a class. If there are less than fifteen (15) students, they will be compensated at the per-student rate, unless the class is cancelled as per Section 7.8 C. If the class is taught on a per student basis, the class will count as a full course for the purpose of benefits calculations.
- H. eLearning Advisory Committee (eLAC). A committee with three (3) administrators selected by the chancellor or designee and three (3) faculty members appointed by the PCFT president with one faculty member being a current PCFT board member will make recommendations to the Learning Council or appropriate governance body on any policy developed for eLearning courses. More members may be added to the committee with mutual consent as long as an equal balance is maintained between administration and faculty.

**SECTION 7.8: CLASS SIZE**

- A. Maximums. Class size maximums shall be no more than thirty-five except in the following cases (or except when mutually agreed upon):

1. English Composition and reading classes - twenty-four (24)
2. Art, studio classes - twenty (20)
3. Foreign language classes – twenty-four (24)
4. Public Speaking (CMST & 220) – twenty-eight (28)
5. Natural sciences lectures courses with corresponding double labs, see Section 7.1.G.

Class size may vary depending on special conditions such as facilities and space required in a class, accreditation requirements and type of class.

- B. Class overloads. All class overloads must be expressly approved by the instructor teaching the course to be overloaded or his/her designee and the relevant dean. In the event the instructor has not been assigned, the overload may be signed by the dean or his/her designee.
- C. Continuance of small classes. The justification of continuing any credit class with

enrollments below the thresholds specified in "1" and "2" below will be established by the following procedure: the class will be reviewed by the campus vice president or designee, the dean and the faculty member who has been assigned the class. The continuation decision will not be made without such a review.

1. Factors involved in the decision to continue non self-supporting classes with enrollments lower than fifteen (15) or sixty percent (60%) of the maximum, whichever is less, include: classes needed to fulfill institutional goals and priorities, sequence classes, and classes necessary for graduation or program development. Any class which is allowed to continue shall count as a full class relative to the instructor's teaching load or remuneration.
2. In the event an instructor is assigned to teach more than one self-support credit class or state support telecourse or home study course during the same quarter, the average enrollment for all of these classes shall be calculated. If the enrollment in a class (or the average enrollment in the case of multiple classes) is lower than fifteen (15) students, factors involved in the decision to continue self-supporting classes include: classes needed to fulfill institutional goals and priorities, sequence classes, classes necessary for graduation or program developments and the "mix" of the individual faculty member's student load. Should the criteria listed in this section not be deemed sufficient to justify continuation, a class may continue based upon the willingness of the instructor to accept a prorated salary amount based upon the number of enrollments, (one fifteenth (1/15) per student).

#### **SECTION 7.9: DISTRICT CALENDAR**

The district calendar must effectively serve students and further the mission of the district. It shall be the responsibility of the district Calendar Committee to determine the number and types of days needed for the academic year, including off-contract (or summer) quarter, with respect to: instructional advising, In-service, and planning days. The Calendar Committee shall take into account scheduling of district events occurring on those dates when students are not in classes. The purpose of the district Calendar Committee shall be to prepare a three-year academic calendar during the first year of this contract, which shall be a part of this contract agreement. Subsequently, the committee will meet yearly and prepare one additional year to maintain a continuous three years of planned academic calendars.

Committee membership shall include as voting members:

- A. One (1) full-time faculty member from each of the five instructional divisions
  1. The president of the Pierce College Federation of Teachers (PCFT) (or designee) shall be one of the five voting members and represent the division to which s/he is assigned.
  2. If available, one of the five voting members should be from JBLM. Generally, this person will be selected first and will represent the division to which s/he is assigned.
- B. Five (5) members representing district administration, all appointed by the chancellor.
- C. The committee shall be chaired by the Pierce College Federation of Teachers president or designee.

The committee will begin meeting no later than January. The PCFT president will make the request to the chancellor to select the committee members for whom the chancellor is responsible and to identify support for the committee.

The Calendar Committee will present a proposed calendar to the Pierce College Federation of

Teachers Executive Board and to the district Executive Committee for review and input prior to submitting to the chancellor for recommendation and submission to the Board for approval at the April board meeting, unless otherwise directed by the Board.

### **SECTION 7.10: INSTRUCTIONAL PILOTS**

Instructional innovations may occur as a pilot through an inclusive and open process of review by department faculty, CLASS, Federation/Administration Committee, and instructional administrators (IA), with final written approval by the campus vice presidents. The pilot proposals will include: names of those involved; workload calculations; length of the pilot, desired outcomes, formal assessments, and budget implications.

Successful pilots meeting desired outcomes will be presented through the same process for scalability to other faculty and programs.

### **SECTION 7.11: FACULTY NON-INSTRUCTIONAL DAYS (RESEARCH, PLANNING & DEVELOPMENT DAYS)**

Faculty non-instructional days include research, planning and development days (referred to as RPD days in the academic calendar), designated All-district/college days, and faculty In-service days.

- A. RPD days: These are contracted work days providing additional time for research, planning and development activities either individually or within groups. Examples include: instructional preparation, curriculum review and development, annual schedule planning, program assessment, program development, outcomes development and assessment. Mandatory staff, division, or other special meetings are not to be held on RPD days in order to allow full utilization for the intended purpose. New faculty orientation may be conducted during fall RPD days.
- B. Faculty In-service days. These are contracted work days spent in professional development activities planned and implemented by faculty In-service committees either jointly across the district or by college.
- C. All-district/college days. These are contracted work days during which Pierce College employees gather to engage in district wide or college activities. District wide themes such as student success, assessment of district outcomes, institutional effectiveness, and employee recognition are the focus of these sessions. These days provide an opportunity for employees to network, meet new employees, renew district mission, values, outcomes, review annual outcomes for district/program/department, create and improve process/institutional effectiveness, and participate in professional development activities. Faculty members' attendance and engagement is crucial at All-district days. Attendance is required unless the supervisor has approved an alternative professional development activity or appropriate leave (see Article 6.)
- D. Additional contracted day for assessment/institutional effectiveness
  - 1. Effective July 1, 2012 full-time faculty will have one (1) additional day for assessment/institutional effectiveness work added to their contracts for a total of 173 contract days. This added day is jointly planned by faculty, the assessment team, and the deans. The additional day provides some blocks of time for cross district departments and for other groups to come together to discuss learning and pedagogy, evaluate student progress toward the degree, programs, and core abilities, address

assessment/institutional effectiveness work, and plan as a faculty group to improve student learning and success. Faculty coordinators will be consulted as to the needs of their departments.

RPD Days 9 days	Faculty In-service Days 1.5 days	District/College Days 3.5 days	Assessment/Institutional Effectiveness 1 day
5 fall quarter; 3 winter quarter; and 1 spring quarter	Fall faculty In-service 1 day Spring faculty In-service 1/2 day	District fall welcome 1 day  All-district 1 day  Employee recognition 1/2 day	Assessment/institutional effectiveness work 1 day

**ARTICLE 8 – REDUCTION IN FORCE/PROGRESSIVE DISCIPLINE AND DUE PROCESS/DISMISSAL/TENURE**

**SECTION 8.1: FACULTY REDUCTION IN FORCE**

A. Preamble to Reduction in Force (RIF). A responsible community college must prepare for possible adverse situations. Before a RIF is enacted, reasonable means to cut cost will be considered, such as reducing support staff and administrative positions. The procedures and RIF units described below are designed to do the least harm to the college's academic community while allowing it to serve the greater community as effectively as possible.

These procedures provide a means of reducing tenured faculty, should that become necessary.

B. RIF units

1. Primary RIF unit. Each tenured faculty member and each faculty member holding a probationary faculty appointment shall qualify for placement in the RIF unit(s) in which the faculty member has his/her assignment(s) as stated in the employment contract.
2. Additional RIF units
  - a. A faculty member shall qualify for placement in additional RIF units if he/she meets the following criteria:
    - (1) Has taught at least two (2) classes within the district in the past forty-eight (48) months in the program unit and meets the qualifications to teach multiple courses within the discipline; or
    - (2) Has earned a master's degree in the discipline, meets the qualifications for full-time employment in the discipline and has demonstrated sufficient continued education in the discipline during the past forty-eight (48) months; or
    - (3) For professional/technical programs, has taught at least two (2) classes within the district within past forty-eight (48) months in the program unit and meets the qualifications and holds vocational certification or has all the qualifications to meet certification within six (6) months of any appointment.
  - b. A faculty member hired to teach in more than one discipline will be placed for the first forty-eight (48) months in all RIF units consistent with the disciplines stated in the initial employment contract. After forty-eight (48) months, the faculty member must meet the criteria set out above to maintain multiple RIF unit placement.
  - c. Faculty members seeking to be placed in additional RIF units shall submit supporting documentation to the Human Resources office no later than November 1 of each year. To maintain placement in an additional RIF unit, faculty must submit documentation every forty-eight (48) months or when appropriate.
3. Pre-qualification for courses. On or before October 15 of each year, full-time faculty members may apply to the campus vice president for learning and student success for course pre-qualification regarding any course outside of the assigned reduction in force unit for which the faculty member may be qualified. The vice president will forward the qualifications to the appropriate division for the dean's recommendation. In determining whether to grant or deny course pre-qualification, the vice president and dean shall use the same standards for hiring temporary faculty for the same class. Those standards may include graduate work and/or recent teaching experience in that discipline. The



dean shall return the recommendation to the vice president for instruction by November 1.

4. Annual publication and appeal of placement. On or before November 10 of each year, the college will publish reduction in force lists and pre-qualification course lists. Each faculty member shall be ranked in the appropriate reduction in force unit in accordance with the seniority criteria defined below. Any disputes regarding reduction in force unit assignment, course pre-qualification, or seniority calculation shall be submitted within ten (10) calendar days of publishing the list in accordance with the grievance procedure in Article 16.
5. List of RIF Units. In the implementation of RIF, the faculty will be divided into the following RIF units:

- Accounting
- American Sign Language (ASL)
- Anthropology
- Art
- Biology
- Business, General
- Business Management/Marketing/Fashion
- Business Information Technology (B Tech)
- Chemistry
- Communication Studies
- Computer Information Systems
- Construction Management
- Counselors
- Counselors Advisors
- Criminal Justice
- Dental Hygiene
- Developmental Education – ABE
- Developmental Education – English
- Developmental Education – ESL
- Developmental Education – GED/High School Completion
- Developmental Education – Math
- Developmental Education – Reading/College Success
- Digital Design
- Early Childhood Education
- Economics
- Engineering
- English
- Geography
- Geology/Oceanography (Earth Sciences)
- Health Science/Physical Education/Wellness
- History
- Human Services Substance Abuse (HSSA)
- Journalism
- Librarians
- Mathematics
- Music
- Nursing
- Philosophy

Physics/Astronomy  
Political Science  
Psychology  
Social Service/Mental Health  
Sociology  
Theater  
Veterinary Technology  
World Languages

Additional RIF units may be added by the college administration to reflect program changes by mutual agreement with the federation.

C. Situations of necessity

1. Reductions in levels of employment for faculty may occur in situations of necessity, which may include the following:
  - a. When the Pierce College Board of Trustees declares a local financial emergency or budget reduction.
  - b. After a program viability review has identified a reduction of programs, courses, or services.
  - c. When the State Board for Community and Technical College (SBCTC) declares a financial emergency pursuant to RCW 28B.50.873 under the following conditions:
    - (1) Reduction of allotments by the governor pursuant to RCW 43.88.110(2), or
    - (2) Reduction by the legislature of appropriated funds, from one biennium to the next or within a biennium, based on constant dollars using the implicit price deflator.
2. This policy and supporting procedures are to provide an orderly method by which the number of faculty can be reduced under the circumstances cited above. The method of reduction shall result in the retention of those positions regarded by the Board as comprising the work force mix that will best accomplish the goals and objectives of Pierce College.

[Note regarding probationary faculty: Reduction in force constitutes sufficient or adequate cause for dismissal/termination of probationary faculty members prior to the written term of their individual appointment or of tenured faculty members. Nothing in this reduction in force policy or procedure shall be construed to affect the decision and right of the Board not to renew a probationary faculty appointment without cause, pursuant to RCW 28B.50.857.]

The procedures for the reduction of faculty are outlined below

D. Faculty reduction in force procedures

1. Notice to federation and meeting with faculty representatives. In the event that the campus president after notifying the district chancellor determines according to the criteria in the RIF policy that such reduction in force may be necessary, he/she shall give written notice of the potential reduction in force and its extent to the federation. This notice shall be in writing and shall include the reasons for the campus president's recommendation.
2. Within ten (10) working days from the date this notice is received, the federation may request that the appropriate president convene a meeting of five (5) administrators and five (5) faculty to discuss federation concerns about the recommended action.

Such meeting(s) shall include exchanges of information concerning: (1) the potential need to implement a reduction in force and (2) any alternatives or options which either party feels are reasonably available. Such options may include:

- a. Identification of potential budget savings by either the federation or administration.
  - b. The transfer of qualified academic employees from one departmental or program unit to another.
  - c. Providing the means by which an academic employee impacted by a potential reduction in force can gain additional competencies in those areas considered necessary to the maintenance of quality education at Pierce College. The means would include sabbatical leave priority, transfer to an administrative or non-teaching position, arrangement of employment schedules, etc.
  - d. Use of night or off-contract (or summer) classes and/or assignments to give an academic employee a full teaching load.
3. Once alternatives to reduction in force have been explored and a RIF determined to be necessary, the number of faculty to be impacted shall be determined. Such meetings shall conclude within fifteen (15) working days from the date of the first meeting between the district chancellor and the federation. In the event that the federation fails to respond to the notice issued by the district chancellor, or upon the conclusion of fifteen (15) working days, the district chancellor shall submit a recommendation to the Board of Trustees. Should the federation have a recommendation different from the district chancellor's, the federation shall submit its recommendation and any alternatives and options reasonably available to the Board of Trustees within the same fifteen (15) working days' period.
4. Board determination. If the Board of Trustees, after consideration of the chancellor's recommendation and the committee's recommendation (if different), determines a reduction in force is necessary, RIF procedures will be initiated.
5. Order of layoff - Within the affected unit, the following order of layoff will be observed:
- First - Adjunct faculty without multi-term contracts
  - Second - Adjunct faculty with multi-term contracts
  - Third - Temporary full-time faculty
  - Fourth - Full-time probationary status faculty members, in order of least seniority
  - Fifth - Full-time tenured faculty, in order of least seniority.
6. Notification to individual faculty members. When the Board of Trustees determines that a reduction in force is necessary, the district chancellor shall select the impacted faculty member(s) and meet with the faculty member in personal conference, which is an informal proceeding, to discuss the proposed reduction in force. The matter may at any such time be resolved by the use of alternatives, such as reassignment, leave of absence, retirement, resignation, etc. A faculty member shall lose all previously accrued seniority for the purposes of this agreement for the following reasons:
- a. Unconditional retirement;
  - b. Voluntary termination;
  - c. Termination for cause; and
  - d. Failure to return to work after a RIF'd employee has been given an offer of recall for full-time employment within the bargaining unit.

7. Notification of RIF. The district chancellor shall notify the affected employee(s) of her/his decision within ten (10) calendar days of the informal meeting described above.
8. Employee alternatives. Upon notification of a pending dismissal due to RIF, the affected employee may have three (3) alternatives.
  - a. The academic employee shall have the right to a formal proceeding pursuant to RCW 34.05.
  - b. A written request for such a proceeding must be made to the district chancellor within ten (10) calendar days from the date of the notice of intent to dismiss.
  - c. In the event a full-time tenured faculty does not exercise rights to a formal proceeding, s/he shall be granted ninety-five (95) contracted days' pay for twenty (20) or more years of service, seventy-five (75) contracted days' pay for ten to nineteen (10-19) years of service, or fifty-five (55) contracted days' pay for one to nine (1-9) years of service. A faculty member choosing this alternative does so with the understanding that s/he gives up all tenure rights and the right to be recalled.
  - d. The academic employee may accept the dismissal due to RIF with no buyout and preserve any tenure rights and the right to be recalled.
9. Formal proceeding
  - a. Procedural rights of affected academic employees: If the affected academic employee chooses the formal proceeding cited above, s/he shall be entitled to one formal, contested case proceeding pursuant to the Administrative Procedure Act, RCW 34.05, before a RIF Review Committee and shall have the following procedural rights:
    - (1) The right to confront and cross-examine adverse witnesses;
    - (2) The right to be free from compulsion to divulge information which s/he could not be compelled to divulge in a court of law;
    - (3) The right to be heard in her/his own defense and to present witnesses, testimony, and evidence on all issues involved;
    - (4) The right to the assistance of the presiding officer in securing the witnesses and evidence pursuant to RCW 34.05;
    - (5) The right to counsel of her/his choosing who may appear and act on her/his behalf at the proceedings;
    - (6) The right to have witnesses sworn and testify under oath; and
    - (7) Arguments in the formal proceeding shall be limited to data and reasons for the selection of the employee(s) facing dismissal due to RIF.
  - b. RIF Review Committee composition: A separate RIF Review Committee for the express purpose of reviewing RIF cases will be created and composed in the following manner:

The committee shall be composed of two (2) administrators appointed by the district chancellor, three (3) academic employees, and one (1) student from either campus in alternating years, chosen by the director of student programs. The committee members will be chosen by October 15th of each year. In no case shall a member of the committee sit in judgment of her/his own case or the case of her/his spouse or family member.

The immediate administrator of the academic employee(s) under review shall not be a member of the Review Committee. The committee shall elect its own chair. If any member of the RIF Review Committee convened for the purposes of the formal proceeding is potentially affected by the recommendation to be submitted, an alternate member shall be immediately elected.

- c. RIF Review Committee Duties. The general duty of the RIF Review Committee shall be to submit recommendations regarding proposed action. Failure of any Review Committee to make written recommendations regarding dismissal for RIF within the prescribed time set forth shall be deemed a recommendation neither for nor against RIF and the appointing authority may proceed with the RIF or continue the appointment of the academic employee. Specific responsibilities of the committee shall be:
- (1) To review the case of the proposed RIF;
  - (2) To attend the proceeding and, at the discretion of the presiding officer, to call and/or examine any witnesses;
  - (3) To hear testimony from all interested parties, including but not limited to other academic employees and students, and review any evidence offered by same;
  - (4) To arrive at its recommendation in conference on the basis of the proceeding as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding, except that in cases when the SBCTC declares a financial emergency, the written recommendation must occur within seven (7) days after the conclusion of the formal proceeding; and
  - (5) To write recommendations of the committee which will be sent to the presiding officer, the district chancellor, the affected academic employee(s), and the Board of Trustees
- d. Presiding officer. The presiding officer shall be appointed in the following manner. Upon receipt of a request for a proceeding from an affected academic employee, the district chancellor shall notify the Board of Trustees and request that the Board appoint an impartial presiding officer who shall be an attorney in good standing with the Bar of the State of Washington and who shall not be, with the exception of administrative law judges, an employee of the State of Washington or any of its political subdivisions or be a member of the Board of Trustees of any community college in the State of Washington; or as provided by RCW 34.05.425.
- In cases arising when the SBCTC declares a financial emergency, the affected academic employee(s) may choose the appointment of a presiding officer as provided for in RCW 28B.50.873.
- e. Role of the presiding officer. It shall be the role of the impartial presiding officer to conduct the proceeding in accordance with RCW 34.05. The duties of the presiding officer include:
- (1) Administering oaths and affirmations, examining witnesses, and receiving evidence (no person shall be compelled to divulge information which s/he could not be compelled to divulge in a court of law);
  - (2) Issuing subpoenas;
  - (3) Taking or causing depositions to be taken pursuant to rules promulgated by the institution;

- (4) Regulating the course of the proceeding;
  - (5) Holding conferences for the settlement or simplification of the issues by consent of the parties;
  - (6) Disposing of procedural requests or similar matters;
  - (7) Making all rulings regarding the evidentiary issues presented during the course of the Review Committee proceedings;
  - (8) Appointing a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of the proceeding, and record any other matters related to the proceeding as directed by the presiding officer;
  - (9) Allowing the Review Committee to hear testimony from all interested parties, including but not limited to faculty members and students; and review any evidence offered by same;
  - (10) Assisting the Review Committee in preparing proposed findings of fact, conclusions of law, and a recommended decision as soon as reasonably practicable, but in no event longer than thirty (30) days after the conclusion of the formal proceeding or within ten (10) days in the case of a reduction in force when the SBCTC declares a financial emergency;
  - (11) Being responsible for preparing and assembling a record for review by the Board of Trustees which shall include:
    1. All pleadings, motions, and rulings
    2. All evidence received or considered;
    3. A statement of matters officially noticed;
    4. All questions and offers of proof, objections, and rulings thereon;
    5. The Review Committee's proposed findings, conclusions of law, and a recommended decision; and
    6. A copy of the recommendations of the Review Committee.
  - (12) Deciding with advice from the Review Committee whether the proceeding shall be open to the educational community or whether particular persons should be permitted or be excluded from attendance;
  - (13) Assuring that a transcription of the proceeding is made, if necessary, and that a copy of the record or any part thereof is transcribed and furnished to any party of the proceeding upon request and payment of costs;
  - (14) Taking any other authorized by rule consistent with chapter 34.05; and
  - (15) In addition, for cases arising when the SBCTC declares a financial emergency, following the conditions, procedures, and rights as stated in RCW 28B.50.873.
- f. Review by Board of Trustees. The case shall be reviewed by the Board of Trustees as follows.
- (1) The case review shall be based upon the record of the proceeding below and on any record made before the Board of Trustees.
  - (2) The Board of Trustees may permit an opportunity for oral or written argument or

both by the parties or their representatives.

(3) The Board of Trustees may hold such other proceedings as it deems advisable.

(4) The final decision to dismiss or not to dismiss shall rest, based on both the facts and the recommended decision, with the Board of Trustees after giving reasonable consideration to the recommendation of the Review Committee. The Review Committee's recommendation and the findings and conclusions shall be advisory only and in no respect binding in fact or law upon the decision maker, the Board of Trustees. The Board of Trustees shall, within a reasonable time following the conclusion of its review, notify the affected faculty member(s) in writing of its final decision and the effective date of dismissal if appropriate.

10. Date of dismissal. The effective date of a dismissal for RIF shall be such date subsequent to notification of the board's final written decision as determined by the discretion of the Board of Trustees (e.g., immediately, end of any academic quarter, expiration of the individual employment contract, etc.)

11. Publicity. Except for such simple announcements as may be required covering the time of the proceeding and similar matters, no public statements about the case shall be made by the academic employee, the RIF Review Committee, the presiding officer, or the Board of Trustees until all administrative proceedings and appeals have been completed.

E. Recall rights. Faculty members who have been terminated as a result of reduction in force shall have the right to be recalled. They may be recalled to a newly created or vacant full-time position for which they are qualified.

The order of recall shall be in reverse order of the reduction in force by RIF unit; i.e., the most senior faculty member within a layoff unit will be recalled first.

The right of recall shall extend for three calendar years from the effective date of the termination from employment.

New faculty members shall not be employed to fill full-time faculty positions unless there are no qualified faculty members available from the applicable reduction in force unit on recall status layoff or an offer has been rejected by a faculty member on layoff.

Any faculty member terminated as a result of reduction in force who refuses an offer of recall shall forfeit his/her recall rights.

Upon recall and return to employment with the district, the faculty member shall retain all benefits such as sick leave tenure and seniority which had been accrued to the date of the reduction in force and termination of employment.

Faculty members on layoff are responsible for keeping the Human Resources office informed of changes in qualifications resulting from additional education, training or experience and of their current address.

F. Appeal rights. Any faculty member shall have the right to appeal the decision of the Board of Trustees within ten (10) working days of the receipt of the notice of layoff in accordance with the provisions of RCW 34.05 and, as applicable, 28B.50.873.

## **SECTION 8.2: PROGRESSIVE DISCIPLINE AND DUE PROCESS**

### **A. Progressive discipline**

1. The district will follow progressive discipline steps, which include corrective measures (coaching, verbal warning, counseling memo) and disciplinary actions (written reprimand, suspension with or without pay, reduction in pay, and dismissal.) Corrective actions are preventive and taken to promote conduct that meet college rules and expectations. Disciplinary actions are taken when either corrective action fails to correct the previous problem or when the seriousness of the charge warrants more formal action.
2. Faculty members have the right to PCFT representation at any meeting that the faculty member believes may lead to discipline.
3. If the district decides to begin an investigation or to take any action that may result in discipline, the PCFT president will be notified when the faculty member is notified.
4. Any action taken will be appropriate for the behavior that precipitates the action and will be applied consistently and equitably.

### **B. Corrective measures**

1. Corrective measures are intended to improve performance and set out expectations for future conduct. A faculty member and a union representative may meet with HR if concerns arise.
2. Copies of notes, emails, memos, and other indications of corrective measures will not be kept in the faculty member's personnel file in the HR office. However, in accordance with progressive discipline practices, copies should be retained in the supervisor's file for no longer than 24 months if no other corrective measures or disciplinary action have occurred. The faculty member is responsible for requesting the removal of the documents to the HR office and the HR office will confirm the removal of the documents from the supervisor's file by email.

### **C. Disciplinary action**

1. No faculty member will be disciplined without sufficient cause, and the burden of proof by preponderance of the evidence that sufficient cause exists rests with the district.
2. No allegation of misconduct can proceed to discipline without an investigation
3. Alleged egregious misconduct that has the possibility of danger to persons or property may result in immediate suspension with pay.
4. The appointing authority, which is usually the campus president, has the authority to impose discipline that is less than dismissal.
5. Disciplinary actions involving misconduct that may lead to dismissal will follow the steps set out in 8.3.

### **D. Notice and investigation**

1. Both parties agree that timely resolution to investigations is critical to maintaining a positive and productive work environment.
2. Investigations
  - a. The district representative will inform the faculty member that an investigation is



being conducted. The date and time of the investigative interview will be sent by email to the faculty member with an email copy to the PCFT president.

- b. Prior to the investigative interview, the faculty member will be informed that he or she has the right to have a union representative present during an investigative interview. The faculty member is responsible for contacting a union representative.
- c. If the faculty member's choice of union representative is not available for the scheduled investigative interview, the meeting may be postponed for up to five work days in order to give the faculty member time to make arrangements for a union representative who will be available. Changes to the schedule for the investigative interview will be sent by email to the faculty member and the PCFT president.
- d. A copy of the completed investigation report will be sent to the PCFT president within 10 business days.

E. Disciplinary actions other than dismissal

1. When disciplinary action (written reprimand, reduction in pay, or suspension with or without pay) is being considered, the campus president will notify the employee and the PCFT president. The written notice shall include the charges against the employee, an explanation of the evidence that forms the basis of the charge, and the action contemplated. The faculty member has the right to give reasons orally or in writing why the action should not be taken. If the faculty member chooses to provide a written defense, then the faculty member has the right to retain that document in his or her personnel file.
2. The campus president will provide the faculty member with fifteen (15) calendar days written notice prior to the effective date of the reduction in pay or suspension with or without pay. The notice of discipline will be delivered in person or sent by registered mail.
3. The notice of discipline will be placed in the faculty member's personnel file in the HR office.

F. Removal of documents

1. Written reprimands will be removed from a faculty member's personnel file after 24 months if all of the following criteria are met:
  - a. Circumstances do not warrant a longer retention period
  - b. There has been no subsequent discipline for the same or similar action
  - c. The employee submits a written request for its removal to the Human Resources office.
2. Records of disciplinary actions involving reductions in pay or suspension with or without pay, and written reprimands not removed after 24 months, will be removed from a faculty member's personnel file after 48 months if all of the following criteria are met:
  - a. Circumstances do not warrant a longer retention period
  - b. There has been no subsequent discipline
  - c. The employee submits a written request for its removal to the Human Resources office.
3. Nothing in this section would prevent the district from agreeing to an earlier removal date, unless to do so would violate RCW 41.06.450.

4. The Vice President of Human Resources will confer with the campus Vice President for Learning and Student Success before removing disciplinary documents.

### **SECTION 8.3: DISMISSAL**

- A. Reasons for dismissal. When reason arises to question the fitness of a tenured or probationary faculty member, it shall be the policy to attempt to resolve the matter without instituting formal dismissal procedures. Furthermore, it shall be the policy that a faculty member shall not be dismissed except for sufficient cause, nor shall a faculty member who holds a probationary faculty appointment be dismissed prior to the written terms of the appointment except for sufficient cause. Sufficient cause shall include, but is not limited to:
  1. Incompetence in his or her professional assignment.
  2. Neglect of duty.
  3. Failure to obey a lawful order of a person in authority who is acting within the parameters of his or her authority.
  4. Conduct unbecoming a member of the faculty and which is detrimental to the educational objectives of the college, provided that no such charge shall be sustained that constitutes interference with academic freedom of the person charged.
  5. Physical or mental inability to perform duties as a professional employee.
  6. Any unlawful act of violence.
  7. Any unlawful act resulting in destruction of college property.
  8. Any unlawful interference with the orderly conduct of the educational process.
  9. Reduction in force (RIF).
- B. Dismissal Review Committee. A Dismissal Review Committee created for the express purpose of hearing dismissal cases shall be established no later than October 15 of each academic year and shall be comprised of the following members:
  1. One member chosen by the chancellor.
  2. Three (3) faculty members and two (2) alternates shall be chosen by the faculty acting in a body. (The Review Committees required by RCW 28B.50.850 through 28B.50.869 shall be composed of members of the administrative staff and faculty. The representatives of the faculty shall represent a majority of the members on each Review Committee. The members representing the faculty on each Review Committee shall be selected by a majority of the faculty and faculty department heads acting as a body.)
  3. The chancellor shall choose one (1) alternate member to serve on the Dismissal Review Committee should the regularly appointed member be unable to serve on the committee.
  4. The alternate shall be called upon if the first appointee is the subject of review.
  5. The Dismissal Review Committee will select one of its members to serve as chair.
  6. A student appointed by the applicable student body organization and one alternate.
- C. Preliminary procedures. When the college president receives or initiates a formal written recommendation about a faculty member that may warrant dismissal, he or she shall inform that faculty member and the PCFT president or vice president in writing. Within ten (10) days after having been so informed, the faculty member and a faculty representative

appointed by the PCFT will be afforded an opportunity to meet with the college president or his/her designee and the chair of the division. At this preliminary meeting, which in dismissal cases shall be an information gathering session, an adjustment may be mutually agreed upon. If the matter is not settled or adjusted to the satisfaction of the college president, he or she shall recommend that the faculty member be dismissed.

- D. Formal procedures. If the college president recommends that the faculty member be dismissed, he or she shall:
1. Deliver a short and plain statement to the faculty member that shall contain
    - a. The grounds for dismissal in reasonable particularity;
    - b. A statement of the legal authority and jurisdiction under which the hearing is to be held;
    - c. Reference to any particular statutes or rules involved.
  2. Deliver a copy of the statement to the PCFT president or vice president.
  3. Call into action the Dismissal Review Committee and deliver the above statement to the members of the Dismissal Review Committee, if the academic employee requests a hearing.

After receiving the college president's recommendation for dismissal, the affected academic employee may request a hearing within the following five days. If the president does not receive this request within five days, the academic employee's right to a hearing will be deemed waived.

If the college president receives a request for a hearing, a hearing officer shall be appointed and a Dismissal Review Committee shall be formed. The hearing officer will meet with the parties and/or their representatives to establish potential dates for a hearing. The hearing officer will contact the Dismissal Review Committee to confirm dates for the hearing.

The hearing officer will notify in writing the parties, the Dismissal Review Committee members and alternates, and the PCFT president of the dates, times, and location of the hearing. This notification will provide the faculty member twenty (20) calendar days notice of the hearing.

- E. Review Committee responsibilities. The Dismissal Review Committee shall:
1. Hear testimony from all interested parties, including, but not limited to other faculty members and students and receive any evidence offered by same;
  2. Afford the faculty member whose case is being heard the right of cross-examination and the opportunity to defend him or herself and be accompanied by legal counsel;
  3. Allow the college administration to be represented by an Assistant Attorney General.
  4. Forward all questions regarding process and procedure to the hearing officer through the committee chair.
  5. Treat the information received during the dismissal review process in a confidential manner.
- F. Appointment and responsibilities of hearing officer. The district chancellor shall submit a list of proposed hearing officers, who are attorneys, to the faculty member. The faculty member shall have the right to delete all but one name from the list submitted. The district chancellor shall designate a hearing officer from the remaining name(s). If the faculty member does not respond within five (5) working days of receipt of the list, the district will proceed with designating a hearing officer.

Such presiding or hearing officer shall not be a voting member of the Committee; it shall be his or her responsibility to:

1. Make all rulings regarding the evidentiary and procedural issues presented during the course of the Dismissal Review Committee hearings.
2. Meet and confer with the members of Dismissal Review Committee and advise them in regard to procedural and evidentiary issues considered during the course of the committee's deliberations.
3. Appoint a court reporter, who shall operate at the direction of the presiding officer and shall record all testimony, receive all documents and other evidence introduced during the course of hearing and record any other matters related to the hearing as directed by the presiding officer.
4. Arrange for one copy of the complete transcript of the hearing be provided to the chair of the Dismissal Review Committee, if requested before deliberation is completed.
5. The hearing officer shall prepare proposed findings of fact and a record for review by the Board of Trustees which shall include:
  - a. All pleadings, motions and rulings;
  - b. All evidence received or considered;
  - c. A statement of any matters officially noticed;
  - d. All questions and offers of proof, objections and rulings thereon;
  - e. Proposed findings and exceptions; and
  - f. A copy of the recommendations of the Dismissal Review Committee.

A copy of the above shall be transcribed and furnished to the faculty member whose case is being heard. The PCFT president shall have the right to order a copy of the transcript from the court reporter, or secure one from the faculty member. These findings will be kept confidential by the PCFT president.

The hearing shall be closed. Also, interested parties, including, but not limited to faculty members and students, will be given an opportunity to present evidence at the discretion of the hearing officer. With the permission of the hearing officer, the PCFT president can appoint a representative to attend the hearing.

Before the close of the hearing, the faculty member or his/her counsel and the representative designated by the college president will have an opportunity to present final oral arguments. If written briefs would be helpful, the Dismissal Review Committee may request them. The Dismissal Review Committee may proceed to a recommendation promptly or await the availability of a transcript.

Within ten business days of the conclusion of the hearing, the Dismissal Review Committee will arrive at its recommendations in conference on the basis of the hearing. Within twenty (20) calendar days of the meeting to reach the recommendation by the Dismissal Review Committee, the district chancellor, the faculty member and the Board of Trustees will be presented with recommendations in writing and given a copy of the record of the hearing.

- G. Action by the Board of Trustees. The Board of Trustees shall meet within thirty days subsequent to its receipt of the Dismissal Review Committee recommendations to consider those recommendations. The Board of Trustees shall afford the parties the right to oral and written argument with respect to whether they will dismiss the faculty member involved. The Board of Trustees may hold such other proceedings as they deem advisable before reaching their decision. A record of the proceedings at the Board level shall be made and the final decision shall be based only upon the record made before the Board and the

Dismissal Review Committee, including the briefs and oral arguments. The decision to dismiss or not to dismiss shall rest, with respect to both the facts and the decision, with the Board of Trustees after giving reasonable consideration to the recommendation of the Dismissal Review Committee. The Dismissal Review Committee's recommendations shall be advisory only and in no respect binding in fact or law upon the decision-maker, the Board of Trustees. The Board of Trustees shall within ten days following the conclusion of their review notify the charged faculty member and the PCFT president in writing of its final decision.

- H. Suspension. Suspension of the faculty member by the college president during the administrative proceedings involving him or her (prior to the final decision of the Board of Trustees) is justified if immediate harm to him or herself or others is threatened by his continuance. Any such suspension shall be with pay.
- I. Publicity. Although dismissal charges are public record, except for such simple announcements as may be required covering the time of the hearing and similar matters, no public statements about the case shall be made by the faculty member, the Dismissal Review Committee, administrative officers, or the Board of Trustees until all administrative proceedings and appeals have been completed.
- J. Appeal rights. Any dismissed faculty member shall have the right to appeal, pursuant to RCW 34.05, the final decision of the Board of Trustees within ten days of the receipt of the notice of dismissal. The filing of an appeal shall not stay enforcement of the decision of the Board of Trustees.
- K. Records retention. If the college president initiates a formal written recommendation that a faculty member be dismissed and the Board of Trustees decision to dismiss a faculty member is reversed by a court, all evidence concerning the dismissal will be removed from the faculty member's permanent personnel file if the reason for the denial of the recommendation was the president's failure to establish the facts which were the basis for dismissal recommendation.

If the facts which were the basis for the dismissal recommendation were shown to the satisfaction of the Trustees and the courts, but the dismissal recommendation was not followed because the Trustees or the courts decided that the facts were not sufficient to warrant dismissal, the facts which were shown would be retained in the faculty member's permanent personnel file along with a record of the outcome of the dismissal proceeding.

If the facts are to be retained in the faculty member's permanent personnel file, the faculty member will be given an opportunity to review the facts and to write an explanation which will be retained along with the findings of fact.

#### **SECTION 8.4: TENURE**

- A. Purpose. The Board of Trustees of Community College District 11 hereby establishes the following rules on faculty tenure, the purpose of which is twofold:
  - 1. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Pierce College and all subsequent community colleges hereafter established within Community College district No. 11; and
  - 2. To assure that tenure is granted to faculty members of such character and scholarly ability that the district, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers.

- B. Composition of Review Committees. A separate Review Committee shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted tenure or his employment in a faculty appointment is terminated.

Each Review Committee shall be composed of up to five persons. Prior to October 15 of the probationer's first full regular college year of employment, faculty acting in a body shall select three (3) faculty members to comprise faculty representation on the Review Committee. The probationer shall nominate a probationer's choice, and the faculty president shall nominate two (2) faculty members from the tenured faculty to comprise faculty representation. One (1) administrator (usually the appropriate dean) will be selected by the campus vice president. The faculty president and the campus vice president will jointly select one (1) representative from student services, who will participate as an ex-officio (non-voting) member of the committee. In the case of faculty counselors and faculty counselor advisors, the dean will be the non-voting member and the student services representative will be the voting member (usually the appropriate supervisor.) One (1) student, appointed by the appropriate student body organization, will serve on the Review Committee with full membership privilege.

Such Review Committee shall first meet at the call of the district chancellor; thereafter, the committee shall meet with the probationer at least twice during each winter quarter, and additionally, within ten days of the receipt of a written request from the district chancellor setting forth good cause to meet. A chair shall be elected by the Review Committee at its first meeting.

If a vacancy occurs on any Review Committee prior to the expiration of the probationer's appointment as such, an administrator, faculty member or student, as appropriate, shall be appointed to fill the vacancy pursuant to this section to serve for the duration of committee's obligation.

- C. Duties and responsibilities of Review Committees. The general duty and responsibility of the Review Committee shall be to assess and advise the probationer of his or her professional strengths and weaknesses and to make reasonable effort to encourage and aid him/her to overcome his or her deficiencies.

The first order of business for each Review Committee shall be to establish the procedure it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. Included in this procedure, the committee shall be responsible for specifying measurable performance objectives and/or observable objectives the committee believes appropriate for the attainment of tenure. The committee's evaluation of the probationer shall be directed toward and result in the determination of whether or not the probationer has fulfilled these objectives. A Review Committee's evaluation procedures shall include:

1. Classroom observations by members of the Tenure Review Committee;
2. Student evaluations administered by the probationary instructor, dean, and the student government;
3. Assessment of the probationer's contributions to the department, division and institution (e.g., student learning outcomes, program outcomes, advising, and committee involvement) by the department and division heads;
4. Self-evaluation by the probationer; and
5. Other procedural requirements established in Pierce College's tenure process manual as it currently exists or hereafter may be modified.

- D. Policy relating to continuing teaching excellence and professional improvement after tenure. After tenure is granted to a faculty member, it becomes the responsibility of each tenured faculty member to maintain his or her teaching excellence and pursue professional improvement. It will be the primary responsibility of the tenured faculty members as a group to maintain a program of professional improvement. The district will maintain a program of continuing evaluation of instruction to facilitate this process.  
[See Article 14: Post Tenure Evaluation]
- E. Confidentiality of reports. All reports prepared and/or provided pursuant to this section by a Review Committee shall be held in confidence by the committee, the president, and appointing authority except where otherwise required by law.
- F. Retention of tenure. A tenured faculty member moving into an administrative position shall retain his or her tenure as a faculty member.
- G. Rights of transferees. Upon transfer within the district, a tenured faculty member shall retain tenure and rights accruing from his or her previous employment within the district. Provided that upon permanent transfer to or from another community college district, such tenure and rights accruing from previous employment shall not be transferable.

#### **SECTION 8.5: DENYING OR REVOKING FACULTY EMERITUS BENEFITS**

- A. In situations where a faculty emeritus member exercising the benefits bestowed upon him or her in Section 4.2 of this agreement may present a threat to the safety and security of Pierce College students, employees, or other members of the Pierce College community, or Pierce College facilities and equipment, the Federation/Administration Committee (Section 2.2) will meet to determine whether to deny or revoke such benefits.
- B. Pierce College administration may issue an immediate temporary exclusion from Pierce College campuses and/or revocation of other faculty emeritus benefits as needed during internal investigation and/or committee deliberation processes.
- C. Pierce College will comply with any “no contact” orders as required by law, independent from the process outlined in this agreement. The revocation of a no contact order may or may not result in a restoration of access to campuses or other benefits, dependent on Pierce College’s investigation of the matter and the determination of the Federation/Administration committee.
- D. Meetings deciding whether to revoke or deny faculty emeritus benefits require the presence of all six (6) Federation/Administration Committee members. If necessary in order to avoid a real or perceived conflict of interest, individual committee members may be asked to recuse themselves and a substitute committee member may be designated. Substitutions may also be made in cases of prolonged committee member absence in order to expedite the process.
- E. In making this decision, Federation/Administration Committee members will consider:
  - 1. Pierce College’s legal obligations;
  - 2. The results of Pierce College’s internal investigation into the matter;
  - 3. Any independent external evidence presented to the committee, such as, but not limited to: police reports, no contact orders, and other legal documents;
  - 4. The rights and responsibilities of all members of the Pierce College community insofar as they may be impacted by the committee’s decision;

5. The least restrictive and/or punitive solution to all parties that effectively protects the safety and security of Pierce College community members and facilities.
- F. If the committee decides to deny or revoke faculty emeritus benefits, it may choose to deny or revoke some or all benefits on a temporary or permanent basis.
- G. The committee's decision to deny or revoke benefits shall be made by consensus, with a goal of 100% agreement; however, lacking 100% agreement, a supermajority of 80% will prevail.
- H. After a decision has been issued, the faculty emeritus member or any member of the Pierce College community directly impacted by the decision may request in writing that the committee reconsider, provided that:
  1. New information is available that was not available at the time of the committee's decision, or
  2. The individual requesting reconsideration believes there was a conflict of interest impacting the committee's decision, or
  3. There has been a change of circumstance altering the appropriateness or effectiveness of the committee's decision.





## **ARTICLE 9 – FRINGE BENEFITS**

### **SECTION 9.1: EMPLOYEE TUITION WAIVER**

Pursuant to applicable law, faculty who work half (1/2) time or more may register for and be enrolled in courses at Pierce College on a space available basis. Such faculty will be charged a registration fee of five dollars per quarter. In addition, all faculty will pay the records fee and all lab fees. This waiver does not apply to self-supporting or Continuing Education classes.

### **SECTION 9.2: TRAVEL REIMBURSEMENT**

All full-time faculty members will be assigned a base site for their district duties. Every effort will be made to give the faculty member's total assignment at his/her base site.

When a faculty member's assignment requires travel from his/her base site to a non-base site location, mileage payment will be made in accordance with district policy and approved by the district chancellor or designee, for use of private vehicles.

Administration will take into account reasonable travel time in making faculty assignments.

### **SECTION 9.3: BOOKSTORE DISCOUNT**

Faculty will receive a ten percent (10%) discount on all items.

### **SECTION 9.4: INSURANCE**

The State Uniform Insurance plan, which consists of basic life insurance and salary insurance for the faculty member and medical and dental insurance for the faculty member and his/her spouse and dependents, is furnished to each eligible faculty member beginning with the first day of employment. The state currently pays (dollar amount is determined by the legislature at the beginning of each fiscal year) per month for each faculty member for this coverage.

### **SECTION 9.5: VOLUNTARY EMPLOYEE BENEFICIARY ASSOCIATION (VEBA) FOR COMMUNITY & TECHNICAL COLLEGES**

- A. VEBA Plan. The employer will provide to eligible employees covered by this agreement a medical expense plan that provides for reimbursement of medical expenses. Instead of cash out of sick leave at retirement, the employer may deposit equivalent funds in a medical expense plan for eligible employees, as authorized by RCW 41.04.340. The medical expense plan must meet the requirements of the Internal Revenue Code.
- B. Pierce College and the PCFT hereby agree to allow faculty members to deposit sick leave cash out funds at retirement into a VEBA Medical Expense Plan as authorized by state regulations, unless a request for a vote is made in accordance with the process outlined below. The district 11 VEBA Plan became effective on August 1, 1997.
- C. Request for vote. Any faculty member who has accrued leave and intends to retire may submit a written request to the vice president for human resources and the PCFT president on or before December 1 requesting a vote of eligible faculty intending to retire in the next calendar year in order to determine if a majority would prefer to "opt out" of the VEBA Medical Expense Plan for that year. Human Resources will conduct a vote of eligible faculty

to determine if there is a majority desire to contribute to VEBA. Such vote will be binding on all eligible faculty who retire after the date of the vote until December 31 of that year and thereafter unless another written request for a vote is made in the same manner as set out above and the majority desire a change.

- D. Employees covered by the plan: Statute provides for the participation of faculty members in the plan. Faculty becomes eligible for retirement contribution the year in which they retire.
- E. Conversion of sick leave: Per statute, the value of 1/4 of a faculty member's unused compensable accrued sick leave days will be contributed to the faculty member's VEBA CTC account.
- F. Administration of the plan. The plan will be administered by the VEBA CTC trust administrator ("plan administrator".) When a faculty member retires, an amount equal to (and in lieu of) his/her sick leave buy out will be deposited by the district directly with the plan administrator. The plan administrator will thereafter be responsible for payment of the retiree's documented medical insurance premiums and medical, dental and vision care expenses not covered by insurance (including co-payments and deductibles).
- G. Required employee agreement. As a condition of participation, the medical expense plan provided requires eligible employees to sign and submit to the district an agreement. The agreement shall include the following provisions.
  - 1. A provision to hold the employer harmless should the United States government find that the employer or the employee is indebted to the United States as a result of:
    - a) The employee not paying income taxes due on the equivalent funds placed into the plan; or
    - b) The employer not withholding or deducting a tax, assessment, or other payment of funds placed into the plan as required by federal law.
  - 2. A provision to require an eligible employee to forfeit remuneration for accrued sick leave at retirement if the employee is covered by a medical expense plan and the employee refuses to sign the required agreement.

#### **SECTION 9.6: EARLY NOTIFICATION INCENTIVE**

Tenured faculty, who provide written notice by December 1 of intent to retire at the conclusion of the current academic year, will receive an "early notification incentive" in the amount of \$500.00 in their final paycheck upon retirement.

**ARTICLE 10 – FULL-TIME FACULTY SALARY AND PROFESSIONAL DEVELOPMENT**

**SECTION 10.1: FULL-TIME FACULTY SALARY**

Consistent with law, the district agrees to implement, in a timely manner and as mutually agreed by the parties, all faculty salary increases authorized by the state legislature at any time during the life of this agreement. The parties agree to follow guidelines prescribed by the legislature pertaining to salary increases and/or salary increment allocations for full-time and adjunct salaries. Implementation of any salary increase is contingent upon mutual agreement of the parties.

**SECTION 10.2: INITIAL PLACEMENT LEVELS FOR FULL-TIME FACULTY**

Level 1:	\$50,305
Level 2:	\$51,354
Level 3:	\$52,402
Level 4:	\$53,450
Level 5:	\$54,498

These dollar amount levels will increase each year when general salary increases (also referred to as COLAS) are legislatively appropriated.

Salary placement for newly hired full-time faculty will be at one of five levels based upon education/training, experience and market conditions. In making this placement decision, the following will apply:

- Related work experience gained outside of an academic environment will be considered the same as that gained within academia.
- A bachelor's degree and related vocational certification and qualifications shall be considered equivalent to a master's degree.

In evaluating the prospective faculty member's experience and training, the dean and campus vice president will make every attempt to be consistent with the values assigned to those similar criteria/activities in this article.

The director/dean and the campus vice president will make an initial recommendation, then confer with the other vice presidents to assure district salary alignment, based upon an evaluation of the successful applicant's records to determine initial placement on the full-time Faculty Salary Schedule.

After receiving the consensus salary approval, the campus vice president will complete the initial placement letter, which will become part of the successful applicant's personnel file. The instruction office will send a copy to the applicant.

In response to market forces, the district may offer a salary to the applicant which is up to three (3) placement levels higher (up to level 5) than that supported by the candidate's education/training and experience. Relative to any such enhanced placement, the campus vice president shall indicate in the placement letter the substantive characteristics of the applicant, in relationship to the market, that justify the higher salary. Such criteria may include salaries in the private sector for equivalent positions or average salaries in local community colleges.

Additionally, in program areas where external salaries are significantly higher than the Faculty Salary Schedule, which creates recruitment issues for qualified faculty, stipends may be offered.

Both parties recognize that changes to the initial placement of faculty may create compensation inequities for incumbent faculty hired on the previous salary schedule. Therefore steps to address this issue have been outlined in Section 10.3.A.2 Targeted Skills Training.

### **SECTION 10.3: FACULTY SALARY ADVANCEMENT**

The district and the federation agree that individual professional development is extremely important to the continued professional growth of academic employees, the quality of educational programs and services, and the future of the district. To this end, academic employees are encouraged by management and the union to participate in activities that will promote professional growth, maintain the quality of educational offerings and enhance the individual's contribution to the general welfare of the district.

In keeping with high professional standing, each full-time faculty member is required to develop and review with his or her immediate supervisor an approved professional growth plan which:

1. Relates to his or her present or future instructional assignment and professional interests; and
2. Supports district goals and objectives.

#### **A. State funded full-time faculty**

1. COLA full-time faculty will receive an annual COLA equal to that allocated by the state.
2. Targeted Skills Training (TST) program & promotional opportunity
  - a. Eligible faculty may participate in skill building training as offered. The program curriculum will focus on specific topics intended to meet increased pedagogical effectiveness with an emphasis on using technology tools for innovative outcomes (i.e. Quality Matters, Tegrity, Hybrid Pedagogy, Podcasting, shareware, etc.). Topics will be determined by Learning Council with input from divisions, the In-service Education Committee and the Institutional Effectiveness Team. The training will be the equivalent of five (5) days professional development and the method of delivery will vary with the content and TST program outcomes. Faculty members are eligible for this promotional opportunity one time.

Annual applications for the TST program will be open to all tenured faculty members who have not previously participated. 15 participants will be selected and will receive a \$1000 promotional increase upon completion of the TST program and an additional \$1000 promotional increase in the following academic year after the TST project is implemented, assessed and information is shared with faculty colleagues. The selection committee will be made up of administrators and a majority of faculty and the process facilitated by the Center for Engagement and Learning. The faculty representatives should include an Institutional Effectiveness faculty committee representative chosen by the faculty on the IE committee, a faculty representative from Learning Council chosen by the faculty from Learning Council, and a faculty representative appointed by the PCFT president. The faculty members should represent both campuses and academic and pro-tech faculty. If necessary, the PCFT president, after conferring with the vice presidents, may appoint an additional faculty member to achieve this balance. The selection committee will determine

application criteria, review applications, determine participants, and notify the applicants.

This program will also be available for specially funded faculty (Article 12) in the military education program and International Education. At this time other specially funded faculty are not included due to funding issues for contracted and grant funded programs. The Federation/Administration Committee will review the DSHS contracted programs and salaries annually to see if a plan can be developed to move them to the new salary schedule.

- b. The parties agree to mutually create a Targeted Skills Training 2 that will be developed in 2016-17 and implemented in 2017-18. Administration and PCFT will choose equal numbers of committee members who will design the TST2 process and describe it in an MOU. Once implemented, TST2 will provide up to 15 faculty participants per year two payments of \$1,000 added to their base salary upon completion of the requirements in the MOU. TST2 earnings will be exempted from turnover savings upon the faculty member's separation from employment.
3. Tenure promotion. Newly tenured faculty members will receive a \$2000 salary increase (promotional step) starting in the first year of their tenure.
4. Master teaching promotion. Beginning in 2005-2006, after three (3) years of service as a tenure status faculty member, said member may participate in a master teaching program to be offered annually by the college (provided there is adequate participation). Upon satisfactory completion of the master teaching training, faculty will receive a \$2,500 salary promotional increase step to begin in the following academic year of their tenured service. The master teaching program will be limited to twelve (12) participants per year.
5. Doctorate. Faculty with an earned doctorate from an accredited institution shall receive an additional amount of \$1,000 added to base salary at time of hire. If faculty earn a doctorate after initial hire, he/she will receive \$1,000 added to base salary as a promotional increase in the next annual contract cycle following receipt by the Human Resources office of an official transcript reflecting a conferred doctorate.
6. Second master's degree. For the faculty with a second master's degree, there will be an additional five hundred dollars (\$500) included in the base salary, unless the record shows the faculty member has been compensated under a previous salary schedule. If faculty earn a second master's after initial hire, he/she will receive \$500 added to base salary as a promotional increase in the next annual contract cycle following receipt by the Human Resources office of an official transcript reflecting a conferred second master's degree.
7. Increment Pool. All faculty who qualify for advancement from the increment pool will receive an equal distribution of the funds available. The increment pool combines state funded increments, turnover savings<sup>2</sup> (if authorized by the State Board for Community

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<sup>2</sup> Turnover savings is the ongoing (permanent) difference between the compensation level of a faculty employee who is no longer employed and the compensation level of the faculty replacement. Turnover savings occurs when the new instructor is hired, which does not have to be in the same year the instructor leaves. The new instructor does not have to be in the same discipline as the leaving instructor. Turnover can be generated when instructors or division chairs retire or permanently leave for other reasons, such as illness, another job, or the denial of tenure. (In the case of a retiring division chair, the turnover savings is the difference between the faculty salary that the chair would have received on going back to faculty and the salary of the newly hired faculty member). Turnover savings does have to be

and Technical Colleges).

8. Salary increment plan - reporting. A faculty member's salary increment plan (SIP) is reported in two stages, the initial plan for the year and the final SIP report. The initial plan explains which outcomes and assessments from the faculty member's post-tenure (or tenure-track) professional development plan will be completed during that year. The initial plan will be formulated by October 31 and submitted to the director/dean. (During the first year of the plan, 2002-03, all faculty will be approved for SIP completion without submitting a plan.) Upon mutual agreement between the faculty member and the director/dean, the initial plan will be forwarded to the college vice president for approval. In the event that the faculty member and the dean cannot reach a mutual agreement the college vice president in consultation with the faculty president may facilitate a discussion of the issues with the parties. The college vice president shall have final approval. The SIP is a working agreement, and through mutual agreement between the faculty member and the dean may be altered during the year. Significant alterations must be approved by the college vice president.

To complete the SIP, a faculty member must complete one year's activities in accordance with the faculty member's continuing post-tenure (or tenure-track) professional development plan. In the final report the faculty member will explain how the outcomes and assessments have been satisfied. At least one medium committee or the equivalent must be completed before the faculty member can use additional committees for SIP. Any committees used for SIP must include a professional development component.

Refer to Section 7.0 for a description of the basic assignment.

9. Annual SIP. Each SIP increment advancement is based on that year's work only; activities will not carry forward to count toward the next year's SIP requirements.
10. SIP deadlines. All professional development activities must be completed by June 30 and the final SIP report submitted to the director/dean by July 15. The director/dean will then forward his or her recommendations regarding successful completion of the SIP to the college vice president for final approval.

[Note: The intent of the increment plan is to have a flexible salary schedule without steps that allows maximum distribution of allocated funding based upon successful completion of an annual increment plan tied to professional development.]

B. Specially funded faculty. [See Article 12, Section 12.3.C.]

C. Additional compensation provided by 2016-2019 agreement

1. For full-time faculty employed during the term of the 2016-2019 agreement, an additional one hundred dollars (\$100) will be added to their base salary each academic year of employment, to a maximum of three hundred dollars (\$300), as follows:

2016-2017 = \$100

2017-2018 = \$100

2018-2019 = \$100

2. This additional compensation acknowledges the incorporation of faculty responsibilities regarding emergency management (below) and advising (as per Section 7.5).

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*permanent. It does not include temporary savings from vacant positions, faculty on leave, reassignment, or sabbatical, RIFs, stipends, or moonlight pay.*

3. Faculty members agree to participate in four basic emergency management activities:
  - a. Participate in up to two all-campus or All-district emergency management drills per year;
  - b. Include a standard emergency management paragraph on all syllabi;
  - c. Read a short script on emergency evacuation on the first day of each class session; and
  - d. Have contingency language available in Canvas in case of an emergency that requires multi-day shutdown of a campus or building.
  - e. For items 3.b-d above, administration will work with faculty to provide appropriate scripts/language to support these activities.

**SECTION 10.4: OFF-CONTRACT (OR SUMMER) QUARTER, MOONLIGHT SALARIES, AND STIPENDS**

A. Full-time off-contract (or summer) quarter salary

Off-contract quarter full-time rate           \$773.00 per credit [Note: 5 credits = \$3,865]

Off-contract quarter full-time rate           \$51.53 per student

Librarian, counselor, and faculty counselor advisor off-contract quarter full-time rate  
\$45.00 per clock hour

Lab rate \$61.00 per lab hour

Off-contract quarter assignments include one-quarter (.25) office hours per credit hour assigned.

Every effort will be made to provide off-contract quarter assignments at a faculty member's base site.

Full-time faculty will have priority over adjunct faculty for off-contract quarter assignments at Puyallup and Fort Steilacoom. It is understood that specially funded sites and programs, self-support programs and Continuing Education are excluded from this privilege. The off-contract (or summer) quarter workload limits shall follow Section 7.1 for normal quarterly load plus Section 5.2.e for moonlights.

B. Full-time faculty moonlight salary

Lecture rate           \$744.00 per credit [Note: 5 credits = \$3,720]

Moonlight quarter full-time rate           \$49.60 per student

Librarian, counselor, and faculty counselor advisor off-contract quarter full-time rate  
\$41.00 per clock hour

Lab rate \$57.00 per lab hour

C. Stipends

1. The non-instructional stipend rate, historically calculated at \$25 per hour, will change to \$28 per hour effective fall quarter 2017 and \$30 per hour effective fall quarter 2018. This rate is not subject to general salary/COLA increases.
2. Stipending additional committees



If a committee is stipendable, then the faculty member may make the following choice:

- a. Counting the committee as part of their workload (no stipend); or
- b. Meeting workload requirements in other ways and using the committee work for SIP, if there is a professional development component (no stipend); or
- c. Meeting workload requirements in other ways and accepting the stipend.

**SECTION 10.5: INDEPENDENT STUDY, TV COURSES, ARRANGED COURSES, CORRESPONDENCE COURSES, INDEPENDENT STUDY CONTRACTS, EXPERIMENTAL LEARNING**

[For eLearning and caps, see Section 7.7, subsections G and F.2, respectively]

The district agrees to pay the instructor responsible for teaching these types of courses on a per student basis for a five (5) credit hour course up to a maximum of fifteen (15) students. The five (5) credit rate is calculated by dividing the current applicable adjunct or moonlight base rate for a five (5) credit class by fifteen (15). If there are fifteen (15) students or more in a class, compensation will be at the current applicable adjunct or moonlight rate. The class size for these types of courses will be a maximum of twenty-five (25) students. Faculty paid the per student rate agree to work with students at times other than those required in conjunction with their full-time teaching duties. Adjunct or moonlight rates can be found in Sections 10.4, 11.5 and 13.4.

**SECTION 10.6: COMPENSATION FOR EXCESS ADVISING**

Full-time faculty shall be compensated each quarter for excess advising at the rate of \$10.00 per student in excess of forty (40) students.

This provision does not apply to full-time faculty with more than forty (40) advisees, who are in programs that are provided additional advising support, nor to faculty who serve as instructor of record but do not actually advise students coded to them, nor to faculty whose primary workload is advising and/or counseling (i.e. faculty counselor/advisors and faculty counselors.)

**SECTION 10.7: THE PROGRAM AND DEPARTMENT REVIEW COMMITTEE (ALSO KNOWN AS THE "ALTERNATIVE COMPENSATION COMMITTEE")**

The Program and Department Review Committee is charged with the responsibility for reviewing program and department coordination descriptions, recommending program clusters, and reviewing the compensation method. The review of the descriptions is to confirm that the scope of work outlined in these descriptions is clear and reflects program and department needs. Review of the compensation method is intended to confirm that the method and level of compensation relate to workload distribution and complexity, and that they are consistent with levels of responsibility for various coordination activities. These documents will be reviewed annually by the committee to ensure that they reflect the changing needs of programs and departments. Recommendations that result from this review will be forwarded to the campus vice presidents for consideration.

The committee members will be composed of the campus vice presidents or designees, the assigned deans, and four faculty members, whose names are submitted by the PCFT president. The administration and faculty will have equal numbers of representatives. Every effort will be made to ensure equal representation from both colleges. The faculty will include at least one (1)

representative each from academic, basic skills and professional technical departments or programs.

### **SECTION 10.8: FACULTY RESOURCE DEVELOPMENT**

The district will annually place designated monies into two separate funds: a full-time faculty Resource Development Fund (FTFRDF) and an Adjunct Faculty Resource Development Fund (AFRDF). These funds will be used to support curriculum development, instructional research and professional improvement and staff development activities. These accounts will close at the end of each fiscal biennium unless the State allows for fund carry-over with state agencies. Salary money for full-time or adjunct faculty will not be used to fund the FTFRDF or the AFRDF. [See Article 6, Section 6.9 for information on Professional Leaves/Sabbaticals.]

- A. Eligibility for faculty resource development funds. All faculty are eligible to apply for funds from the appropriate fund. Applications must be submitted to the appropriate dean.
- B. Evaluation of applications. Applications for funds will be considered by the appropriate dean according to the value of the project or plan in relationship to the individual's contractual responsibilities.

In evaluating competing requests for faculty resource development funds, or any other use of limited resources, the dean, after satisfying any other relevant selection criteria contained in this negotiated agreement, will give priority to those requests that best enhance the district's instructional and research programs.

- C. Application content. Application to the dean shall include:
  - 1. General information, including name, institutional/instructional assignment, dates of requested activity.
  - 2. A detailed statement of plans for utilizing funds requested.
  - 3. A statement regarding the value of the proposal in terms of benefit to the institution.
- D. Application approval. Division approval of any proposal may be subject to further authorization:
  - 1. The campus vice president must approve all awards under five hundred dollars (\$500) and in-state travel.
  - 2. The campus vice president and the district chancellor must approve all awards of five hundred dollars (\$500) or more and travel outside the state.
- E. Restrictions. Awards will not be granted for the purpose of working for an advanced degree or for production of personal objects or products; however, the possible acquisition of credit applicable toward an advanced degree as a result of formal study supported by the FTFRDF or the AFRDF shall not prejudice the award of such funds to an otherwise qualified recipient.
- F. Advanced course work. Each full-time or adjunct faculty member may apply to the appropriate dean for funds to cover expenditures for advanced course work (limit: one course per academic year) so long as the total applications do not exceed the availability of the FTFRDF or AFRDF allocated by the division for this type of developmental activity.
- G. Curriculum development or instructional research projects. The division may determine the total dollars allocated for curriculum development or instructional research projects each year.
- H. Faculty development projects. The division may determine the total dollars allocated for

general faculty development projects.

- I. Activity report. Faculty availing themselves of FTFRDF or AFRDF shall present a summary to the division within sixty (60) calendar days of completion of the project or study.
- J. The vice president for workforce, economic, and professional development will determine faculty interest in a development and training program for those seeking administrative positions involving instruction. The vice president for workforce, economic, and professional development will oversee any program that is developed in collaboration with faculty, administrators and the Human Resources office.

#### **SECTION 10.9: PROFESSIONAL WORKSHOPS, CONFERENCES, MEETINGS, CONTINUING EDUCATION**

The faculty encourages the participation of its members in continuing educational experiences including professional and education workshops, conferences, meetings, institutes, etc. The faculty will be reimbursed according to state travel and subsistence regulations when involved or participating in appropriate functions, subject to prior agreement with the concerned dean and the campus vice president. As specified in Article 10 of this agreement, such functions may be used for salary advancement.

The district will set aside funds for faculty professional development at a minimum of \$500 for each tenured or probationary faculty member. Any balances remaining can be used within the budget year to cover shortfalls incurred by other members in the division. This money will be included in the division budgets. Adjunct faculty can apply for available funds from their divisions.

#### **SECTION 10.10: IN-SERVICE EDUCATION**

The district supports In-service education. A committee consisting of one (1) faculty member elected by each Division and the campus vice president or designee shall be formed. The Committee shall determine In-service education projects for faculty.

- A. faculty members may submit proposals for activities to the Committee. These proposals will include the rationale, number of meetings, number of participants, nature of the class or seminar cost, suggested starting and ending dates and suggested speakers. The In-service Committee may also initiate activities.
- B. The In-service Committee shall evaluate, prioritize, and coordinate activities.
- C. The initiators of proposals approved will receive notification and be responsible for organization and delivery of the activity.
- D. The criteria for selecting activities shall include the potential of the course or seminar to:
  - 1. Improve teaching or learning.
  - 2. Enhance interpersonal relationships with students or staff.
  - 3. Teach new instructional methodology.

## ARTICLE 11 – ADJUNCT FACULTY

### SECTION 11.1: ADJUNCT RECRUITMENT AND HIRING

#### A. Recruitment

1. Upon request by a dean/director, the Human Resources office will conduct targeted position recruitment of adjunct faculty in order to develop a diverse pool of applicants, including qualified minority applicants.

#### B. Hiring.

1. The dean/director, in consultation with the department coordinator, will review applications and consider all qualified applicants when a position is needed.
2. First considerations will be given to qualified adjunct faculty in levels 2 and 3, consistent with Section 11.9.C.
3. Prior to offering a position to an applicant, the dean/director will confirm that an official transcript has been received and that there are at least two (2) reference checks on file and submitted to the HR office.
4. In the event of emergency, and with the authorization of the dean/director, exceptions to the recruitment and hiring process may be made to fill the position for one quarter.

#### C. Cancellation of assignment. An adjunct faculty member's quarterly assignment or multi-term contract may be cancelled if his/her services are not needed. Examples of such situations may include, but are not limited to the following:

1. There is insufficient enrollment in the class(es) assigned.
2. The assigned class(es) is (are) needed to make a full load for a tenured or tenure-track faculty member.
3. Changes to a program or course series.

### SECTION 11.2: ADJUNCT FACULTY RESPONSIBILITIES

Adjunct faculty member credit hour limits, office hours, and other responsibilities are determined by adjunct level as described in Section 11.9.B. Exceptions to the credit hour limits may be granted by the campus vice president. All adjunct faculty members who teach a regularly scheduled course will follow the course outcomes developed and approved for that course.

Upon initial hire, all adjunct faculty members will be notified how to access Article 11 of the negotiated agreement.

### SECTION 11.3: JOB DESCRIPTION

In the case of adjunct faculty members, the job description will be kept on file and made available upon request. The job description shall include any duties, such as administrative functions, coordinating work, advising, counseling, as well as the disciplines or programs in which new faculty members will be expected to teach. Job descriptions will be updated to reflect the current negotiated agreement.

**SECTION 11.4: EVALUATION**

To facilitate continuing evaluation of adjunct faculty, the teaching competence of each adjunct faculty member will be reviewed periodically. Said review will be coordinated by the campus vice president, or designee, and deans.

Evaluation of adjunct faculty will follow the policies and procedures adopted by the college following a committee development process with recommendations reviewed by the district Policy and Governance Cabinet. The evaluation process shall include multiple indices.

**SECTION 11.5: ADJUNCT FACULTY SALARY SCHEDULE**

Adjunct rates and their effective dates are listed in the table below.

Rates for 2018-2019 will be bargained mid contract. The maximum potential increase would be 1%. (As per financial package tentative agreement from contract bargaining dated June 30, 2016.)

For full-time faculty moonlight rates, see Section 10.4.B

Effective Fall 2016			
	Level 1	Level 2	Level 3
Lecture rate	\$747.72	\$751.44	\$753.30
Lab rate	\$57.29	\$57.57	\$57.71

Effective Fall 2017			
	Level 1	Level 2	Level 3
Lecture rate	\$758.34	\$765.87	\$769.65
Lab rate	\$58.10	\$58.68	\$58.96

Adjunct faculty teaching natural science courses with 42 or more students in the lecture portion of a course with corresponding labs will be paid an additional amount equal to one quarter (¼) the amount listed for a 5 credit lecture course in the adjunct Faculty Salary Schedule above. The student class load will be calculated on the 10<sup>th</sup> day of the quarter.

**SECTION 11.6: COMPENSATION FOR DISTRICT CANCELLATION OF TEACHING ASSIGNMENT**

- A. Stipend for cancelled assignment. An adjunct faculty member who is bumped by a full-time faculty member or whose class is cancelled within seven (7) calendar days before the first class session will be compensated. The stipend paid will be at the rate of \$15 per credit. For example, a five (5) credit class will generate a stipend of \$75.
- B. Show up pay. An adjunct faculty member who is assigned to show up at a scheduled class, that is thereafter cancelled, may receive “show up pay” at the pro rata rate on the Adjunct Faculty Salary Schedule.
- C. Choice of show up pay or stipend. An adjunct faculty member may choose to receive the

stipend described in paragraph A rather than “show up pay.”

**SECTION 11.7: OTHER ADJUNCT FACULTY RATES**

- A. For arranged courses or when the agreement allows, the per student rate is one-fifteenth of the adjunct Faculty Salary scheduled rate for that faculty, as indicated in Article 11.2, up to a maximum of fifteen students.
- B. Adjunct rates and their effective dates are listed in the table below. Rates for 2018-2019 will be bargained mid contract. The maximum potential increase would be 1%. (As per financial package tentative agreement from contract bargaining dated June 30, 2016.)

Effective Fall 2016			
	Level 1	Level 2	Level 3
Dentist	\$75.38 per lab hour	\$75.75	\$75.94
Faculty librarian Faculty counselor advisor Faculty counselor	\$41.21 per clock hour	\$41.41	\$41.51
Advising (not requiring an FCA)	\$19.10 per clock hour	19.19	19.24

Effective Fall 2017			
	Level 1	Level 2	Level 3
Dentist	\$76.45 per lab hour	\$77.20	77.59
Faculty librarian Faculty counselor advisor Faculty counselor	\$41.79 per clock hour	\$42.21	\$42.41
Advising (not requiring an FCA)	\$19.37 per clock hour	\$19.56	\$19.65

Note: Examples of activities requiring a qualified adjunct or full-time faculty counselor advisor (moonlighting) include teaching SOAR sessions, career planning/guidance, and transfer advising.

**SECTION 11.8: IMPLEMENTATION OF ADJUNCT FACULTY INCREASES AND INCREMENTS**

Implementation of any salary increase, is contingent upon mutual agreement of the parties.

In the event that adjunct increment funding is made available by the legislature, the salary schedule will be subject to renegotiation at the request of either party.

**SECTION 11.9: ADJUNCT FACULTY PROGRESSION: LEVELS, BENEFITS, AND EXPECTATIONS**

- A. A centrally-managed system will be established at the district level for assigning and tracking adjunct faculty levels, and maintaining a course qualifications list that is available to faculty.

- B. Adjunct faculty levels. The following information provides details for each adjunct faculty level, as well as requirements and expectations for progressing from one level to the next. These levels have been created in order to provide promotional opportunities for adjunct faculty and in recognition of Washington State's 2005 Best Practices for Adjunct Faculty. Progression through these levels does not qualify any faculty member as a full-time or tenured faculty member.
1. Assistant adjunct faculty (level 1)
    - a. Observation & evaluation
      - (1) Student evaluation in all sections taught
      - (2) Observation by chair/coordinator/designee in each course within the first two quarters that the course is taught, not to exceed three observations per year (dean and chair/coordinator/designee will work together to determine the degree and intensity of evaluation necessary in all courses of a specific course sequence)
      - (3) Observation by dean
    - b. Professional development
      - (1) Funds available to support professional development (see Section 10.8)
      - (2) Support for participation in formal professional development opportunities to support progression after the first year
    - c. Benefits
      - (1) Support for limited professional development
      - (2) Opportunity for additional stipended work outside of teaching/learning (e.g. advising, departmental work, committee work, etc.), as appropriate
    - d. Credit cap & office hours
      - (1) 50 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
      - (2) Faculty should be available to meet with students 30 minutes per week per course taught and are encouraged to utilize available space to engage students/colleagues as appropriate.
      - (3) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.
  2. Progression from assistant (level 1) to associate adjunct faculty (level 2) includes the following components:
    - a. Complete self-evaluation of teaching & learning
    - b. Minimum of 80% of sections evaluated (student evaluations)
    - c. Evaluation of effectiveness in teaching and student success (e.g. student evaluations, dean evaluation, and teaching observations), and any other relevant engagement activities, conducted by chair/coordinator/designee and dean, reviewed/approved by vice president of learning & student success. The dean

evaluation could incorporate the use of institutionally generated student success data. By June 2017, a mutually agreed upon collection of key indicators will be collaboratively developed and implemented.

- (1) With regard to “other relevant engagement activities,” there is not an expectation of placing additional uncompensated work on faculty members.
  - d. Have taught in at least six (6) quarters over three (3) consecutive years, with at least one (1) quarter per year
  - e. Completion of adjunct faculty cohort, CEAL ProfDev track(s), or a VP/dean approved Pro-tech professional development plan (or similarly developed and approved program)
  - f. Once an adjunct faculty member has completed/met the above criteria to apply for progression, the faculty member shall make a formal request/application to the director/chair/coordinator and division dean who will review all materials and consult with the vice president of learning & student success regarding promotion. The vice president of Learning and Student Success will make the final decision regarding advancement to the next level. Applications can only be submitted once per academic year.
  - g. Improvement plan. Adjunct faculty in the assistant level who apply for but are not granted the opportunity to advance to level 2 due to concerns identified in the evaluation will be given the opportunity to meet with their chair/coordinator and dean (with opportunity to request a union representative if desired) to discuss the reasoning behind the decision not to grant the promotion and may develop, with the dean, a mutually agreed upon improvement plan to attempt to address their qualifications for promotion. Faculty on improvement plans will be identified in the centrally-managed system. The PCFT president or designee will have access to this. The existence of an improvement plan is neither a commitment nor a guarantee to future employment.
3. Associate adjunct faculty (level 2):
- a. Observation & evaluation:
    - (1) Student evaluation in all sections taught
    - (2) Observation by chair/coordinator/designee and dean, alternating, minimum of once every other year. For adjunct faculty demonstrating an exemplary level of student success, the dean may alter the observation schedule in consultation with the vice president for learning and student success.
    - (3) Complete self-evaluation of teaching & learning (before meeting with dean following observation)
  - b. Professional development
    - (1) Funds available to support professional development (see Section 10.8)
  - c. Benefits
    - (1) Support for increased professional development
    - (2) Eligibility to prequalify and be considered for course priority for adjunct selection (see Section 11.9.C below)
    - (3) Eligibility for multi-term contracts



- (4) Increase in base pay per Section 11.5 or 11.7
- (5) Opportunity for additional stipended work outside of teaching/learning (e.g. advising, departmental work, committee work, etc.), as appropriate
- (6) Pierce College business card
- (7) Process for removal (see Section 11.9.G below)
- d. Credit cap, office hours, and department Work
  - (1) 60 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
  - (2) Available for student consultation for a minimum of 30 minutes per week per course (in addition to availability before/after class)
  - (3) Maintain currency in departmental business (e.g. attend department meetings, Assessment Day, etc.)
  - (4) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.
- 4. Progression from associate (level 2) to senior adjunct faculty (level 3) includes the following components:
  - a. Complete self-evaluation of teaching & learning
  - b. Minimum of 80% of sections evaluated (student evaluations)
  - c. Evaluation of effectiveness in teaching and student success (e.g. student evaluations, dean evaluation, and teaching observations), and any other relevant engagement activities, conducted by chair/coordinator/designee and dean, reviewed/approved by vice president of learning & student success. The dean evaluation could incorporate the use of institutionally generated student success data. By June 2017, a mutually agreed upon collection of key indicators will be collaboratively developed and implemented.
    - (1) With regard to “other relevant engagement activities,” there is not an expectation of placing additional uncompensated work on faculty members.
  - d. Have taught in at least 12 quarters over five (5) years, with at least one year as associate adjunct (level 2)
  - e. Completion of approved adjunct faculty professional development activity, which could include a VP/dean approved pro-tech professional development plan or similarly developed and approved program.
  - f. Once an adjunct faculty member has completed/met the above criteria to apply for progression, the faculty member shall make a formal request/application to director/chair/coordinator and the dean who will review all materials and consult with the vice president for learning & student success regarding promotion. The vice president for learning and student success will make the final decision regarding advancement to the next level. Applications can only be submitted once per academic year.
  - g. Improvement plan: Adjunct faculty in the associate level who apply for but are not

granted the opportunity to advance to level 3 due to concerns identified in the evaluation will be given the opportunity to meet with their chair/coordinator and dean (with opportunity to request a union representative if desired) to discuss the reasoning behind the decision not to grant the promotion and may develop, with the dean, a mutually agreed upon improvement plan to attempt to address their qualifications for promotion. Faculty on improvement plans will be identified in the centrally-managed system. The PCFT president or designee will have access to this. The existence of an improvement plan does not grant additional priority beyond the level 2 consideration.

5. Senior adjunct faculty (level 3):
  - a. Observation & evaluation
    - (1) Student evaluation in all sections taught
    - (2) Observation by chair/coordinator/designee and dean, alternating, minimum of once every other year. For adjunct faculty demonstrating an exemplary level of student success, the dean may alter the observation schedule in consultation with the vice president for learning & student success.
    - (3) Complete self-evaluation of teaching & learning (before meeting with dean following observation)
    - (4) Evaluation of effectiveness in additional stipended work
    - (5) Continued student success (particularly related to outcomes)
  - b. Professional development
    - (1) Targeted CEAL training
    - (2) Available funds to support professional development
    - (3) Mentor in approved adjunct professional development/CEAL activities as needed/qualified/appropriate
  - c. Benefits
    - (1) Support for general professional development
    - (2) Highest level of priority as element in adjunct course priority consideration (see Section 11.9.C below)
    - (3) Increase in base pay per Section 11.5 or 11.7
    - (4) Expected additional stipended work outside of teaching/learning (e.g. advising, departmental work, committee work, etc.), as appropriate
    - (5) Eligibility for multi-term contract
    - (6) Pierce College business card
    - (7) Process for removal (see Section 11.9.G below)
  - d. Credit cap & office hours
    - (1) 60 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
    - (2) Available for student consultation for a minimum of one hour per week per course (in addition to availability before/after class), with a minimum of two hours per

week

- (3) Maintain currency in departmental business (e.g. attend department meetings, Assessment Day, etc.)
- (4) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.

C. Eligibility for course priority consideration

1. Adjunct faculty become eligible for course priority consideration as a benefit of progressing to levels two (associate adjunct faculty) and three (senior adjunct faculty). There is no course priority consideration for level one (assistant adjunct faculty).
2. In addition, adjunct faculty must complete a course pre-qualification for each course for which they wish to have priority consideration. Elements included in the pre-qualification include, but may not be limited to,
  - a. Appropriate and current credentials to teach the respective course(s)
  - b. Success in teaching the course at least twice within the previous 15 months (demonstrated by a review of evaluations completed by students, faculty, and administration)
3. In tandem with adjunct faculty progression (Section 11.9.B), and consistent with Sections 5.2.A, B, and E, 7.7.E, and 11.9.D, the dean/director, in consultation with the department chair/coordinator, will consider the following elements when determining priority for adjunct faculty in courses for which they are qualified.

The primary consideration for existing staffed courses is faculty training and experience (in this case, specifically the level 2 or 3 adjunct currently teaching the course), unless there is an overriding student need.

In the case of unstaffed courses, the following criteria will be considered: student needs, faculty credentials, faculty level, experience (particularly related to the specific course), availability, and other appropriate factors.

In general, assignments are made in the following order (and consistent with Sections 5.2.A, B, and E, 7.7.E and 11.9.D):

- Tenured, tenure-track, permanent non-tenured faculty
- Multi-term contracted adjunct faculty
- Moonlights
- Senior adjunct (level 3)
- Associate adjunct (level 2)
- Assistant adjunct (level 1)

If adjunct faculty have questions about the process for assigning sections, they can contact their director/chair/coordinator and/or dean. If there are concerns, they may subsequently contact the union for clarification.

D. Multi-term contracts

1. Upon progression to associate (level 2) or senior adjunct faculty (level 3), the adjunct faculty member is eligible to be considered for a multi-term contract. Multi-term contracts are annual contracts of employment for up to four (4) quarters within the credit limitations of each adjunct faculty level. Individual contracts will specify the quarters and number of credits.
2. In programs with stable class schedules and enrollments, the director/chair/coordinator will confer with the dean(s) to identify potential adjunct faculty for multi-term contracts and will confer with the appropriate campus vice president(s) for learning and student success to determine the viability of offering multi-term contracts. The campus vice president will determine the viability of offering multi-term contracts to adjunct faculty by the end of winter quarter of the prior academic year. The campus vice president will recommend adjunct faculty for consideration to the campus president after considering factors such as the recommendations of the dean and program chair/coordinator, evaluations, adjunct faculty level, enrollment in classes taught by the faculty member, and other considerations benefiting student need and success.
3. Classes assigned to adjunct faculty holding multi-term contracts are not subject to bumping by full-time faculty. If/when a class is cancelled, adjunct faculty may be reassigned, accept additional equivalent work, or choose to reduce the annual contract.

[Note: Multi-term contracts are one of the items listed in Washington State's 2005 Best Practices for Adjunct Faculty as a means of achieving "a form of job security" for regularly employed adjunct faculty.]

- E. Formerly tenured or permanent status faculty can obtain course priority prequalification after confirming
1. Recent teaching at Pierce College within the last 24 months.
  2. Up-to-date resume and official transcript on file with the Human Resources office.
  3. Written recommendation for course priority by department chair/coordinator and dean.
- They are eligible to advance on the levels as adjunct faculty. Their full-time work at the college can be counted toward their progression to level two.
- F. Reduction in level. If an adjunct faculty member in level 2 or 3 wishes to revert to a lower level, or if other conditions prompt reassignment, the faculty member will contact and consult with the appropriate director/chair/coordinator and create a plan for reduction in level, if appropriate, which will be reviewed and approved by the dean in consultation with the vice president of learning and student success. Salary, benefits, and other factors will align with the Level assignment after the reduction. Such reductions may also be prompted by, but not limited to:
1. When the adjunct faculty member fails to accept three (3) consecutive and feasible assignment offers;
  2. When the adjunct faculty member is not employed for three consecutive quarters
- G. Removal. Once an adjunct faculty member has progressed into level 2 or 3, removal from employment may occur.
1. At the request of the adjunct faculty member.
  2. If performance concerns arise, such concerns will be addressed with the individual. If appropriate, an improvement plan will be initiated. If the adjunct faculty member is not successful in meeting the expectations of the improvement plan, s/he will be informed as

to the nature of the deficiencies and can be removed from the schedule.

- a. If an improvement plan is not appropriate, s/he will be informed and can be removed from the schedule.
3. When the adjunct faculty member is terminated mid-contract for cause in accordance with Section 11.16.
- H. Neither the progression to any adjunct level, nor the acceptance of additional benefits and duties (stipended or not), nor any circumstance wherein a faculty member works beyond the adjunct faculty credit/course limits confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.

Other assigned stipended work cannot equal or exceed the workload of a full-time faculty member. Assignments should not be made simultaneously in both advising and shared governance areas.

### **SECTION 11.10: PERSONAL LEAVE – ADJUNCT FACULTY**

Adjunct faculty are eligible to use one (1) personal leave calendar day per instructional year. Except in emergency situations, the faculty member shall give the appropriate dean at least two days' notice of intention to take personal leave. Such notice will include the completed leave request and the class coverage forms. At least two (2) days' in advance of the leave, the faculty member shall inform his or her class(es) of the date(s) of the leave.

### **SECTION 11.11: REPORTING OF LEAVE**

In instances that prevent faculty members from meeting their contracted responsibilities, particularly with regard to participating in scheduled work activities (e.g. class times, office hours, committee meetings, etc.), faculty members must enter the appropriate leave (e.g. sick, personal, etc.) for the number of hours of leave taken. The calculation of the number of hours to report must be done in accordance with the Leave Use Procedure Document & Table (available online, with the division administrative assistant, and the office of Human Resources).

### **SECTION 11.12: SICK LEAVE**

- A. Adjunct faculty start accruing sick leave beginning the first consecutive quarter (term) of employment at the district. The rate of accrual is the same as full-time faculty, except sick leave is prorated depending upon the percentage of full-time. Sick leave is used at the same rate as given.
- B. Faculty whose pattern of absence due to illness or disability affects the delivery of educational services to students may be required to submit a health care provider statement confirming the medical necessity for absence from the job and prognosis for return to normal duties.
- C. Sick leave accrual. Sick leave is accumulated until there is a break in service for more than two (2) consecutive quarters (terms). Summer quarter (term) is not considered a break in service. A break in service results in loss of all accumulated sick leave.

[Note: Also see Article 6, Section 6.1.]

- D. Transferability

1. Adjunct faculty may transfer accrued leave to any state agency, any educational service district, any school district, or any other institution of higher education as allowed in accordance with RCW 28B.50.551 in a manner that is consistent with the procedure for transfer agreed among the community and technical colleges in Washington State.
2. Adjunct faculty may transfer sick leave from Pierce College to one of the agencies designated above only during the two quarters (terms) immediately subsequent to employment at Pierce College.
3. Adjunct faculty teaching at Pierce College may transfer sick leave accrual consistent with C above from the designated Washington agencies during the first two quarters (terms) of adjunct faculty employment at Pierce College.
4. While employed in the district, adjunct faculty may not transfer leave from Pierce College to another state agency (as described above) where the faculty is concurrently employed.

E. Use of sick leave

1. Sick leave may be used during scheduled work days in the quarter (term) for which the adjunct faculty holds an appointment notice. It is understood that if an Adjunct faculty requests sick leave, he or she is not working elsewhere on those same days.
2. Sick leave may be used during a subsequent quarter (term) when:
  - a. The adjunct faculty has received a notice of reasonable assurance, and
  - b. The course(s) is not cancelled or unavailable due to reasons, such as low enrollment or bumping by a full-time faculty, which would cause lack of employment even if the adjunct faculty was able to teach, and
  - c. The adjunct faculty submits a health care provider statement to the Human Resources office confirming the medical necessity for absence from the job and prognosis for return to normal duties.

**SECTION 11.13: SHARED LEAVE**

Adjunct faculty, who accrue sick leave, may participate in the shared leave program as administered by the district.

**SECTION 11.14: SICK LEAVE CASH-OUT (ATTENDANCE INCENTIVE PROGRAM)**

Adjunct faculty may participate in the sick leave cash-out program as administered by the district. Upon retirement, faculty election to participate in the VEBA program may require that the cash-out be placed in a trust account for medical expenses. [See Section 9.5.]

**SECTION 11.15: WORKING CONDITIONS FOR ADJUNCT FACULTY**

Administration will make every attempt to provide adjunct faculty with access to personal lockable facilities, such as file cabinets, where they may store valuables and sensitive materials. These lockable facilities will be located as near to the adjunct work stations and/or offices as is practical.

Computers will be available for use for all adjunct faculty members. Adjunct faculty will have a secure desktop on these computers, including file storage capacity.

**SECTION 11.16: TERMINATION**

An adjunct faculty member may be terminated during the quarter or during a multi-term contract by the vice president for learning and student success if there is a recommendation from the division and/or the appropriate administrator that the adjunct faculty member be terminated for cause. The adjunct faculty member will be given an opportunity to respond to the evidence and to provide the administrator with reasons why the termination should not take place.

**ARTICLE 12 – SPECIALLY FUNDED FACULTY (FULL TIME)**

Specially funded faculty are non-tenure track, full-time instructors employed for programs contracted with other state, federal, local and private agencies or business and industry. Application of the terms of this shall be in accordance with the following sections.

**SECTION 12.1: EXCEPTIONS TO APPLICATIONS**

All articles of the negotiated agreement apply in their entirety to specially funded faculty EXCEPT for the following: *[Note for 2016-17: for guidance with this section, please ask a PCFT officer or Human Resources.]*

Section 5.1	Faculty Contracts
Section 5.2	Faculty Assignments
Section 5.3	Payment Distribution
Section 6.9	Professional Leave/Sabbaticals
Section 6.10	Educational Leave Committee
Section 7.1	Instructional Load and Compensation
Section 7.5	Work Week
Section 7.6	Workload Provision for Full-time Library and Counseling faculty
Section 7.9	District Calendar
Section 7.11	Faculty Non Instructional Days (Research and Professional Development Days)
Article 8.1	Reduction in Force/Progressive Discipline and Due Process/Dismissal/Tenure
Article 8.3	Dismissal
Article 8.4	Tenure
Section 10.1	Full-time Salary
Section 10.2	Initial Placement
Section 10.3	Faculty Salary Advancement
Section 10.4	Off-Contract (or summer) Quarter Salary
Section 10.6	Compensation for Excess Advising
Section 10.7	The Program and Department Review Committee
Section 10.8	Faculty Resource Development
Section 10.9	Professional Workshops
Section 10.10	In-service Education
Section 11	Adjunct Faculty

**SECTION 12.2: MODIFIED APPLICATIONS**

The articles and sections of the negotiated agreement that apply to specially funded faculty should be read as if modified so that the appropriate titles apply. The following sections shall apply with the understandings delineated:

- Article 4, Section 4.1 - shall be applicable provided that application of such does not conflict with the rules and regulations of the contracting agency.
- Article 5, Section 5.1B - shall apply provided that the date of issuance of the individual employment contract will not precede the execution of the contract with the



contracting agency.

- Section 5.7 - Staff support – will be site specific.
- Section 5.8 – Parking – will be site specific when freely available.
- Section 10.3 – Eligible specially funded faculty are eligible for Targeted Skills Training program.
- Article 14.D shall apply to programs that use student evaluations.
- Post permanent status evaluation is also covered under Sections 12.3D and 12.3.E.4.
- Article 15.2 shall apply to the extent applicable.

### **SECTION 12.3: GENERAL PROVISIONS**

The following provisions shall additionally apply to specially funded faculty:

#### **A. Professional development**

1. The district will place a high priority on providing individual faculty development opportunities, consistent with fiscal and budgetary limitations.

Professional workshops, conferences, meetings, continuing education. The faculty encourages the participation of its members in continuing educational experiences including professional and education workshops, conferences, meetings, institutes, etc. The faculty will be reimbursed according to state travel and subsistence regulations when involved or participating in appropriate functions, subject to prior agreement with the concerned supervisor and the designated executive leader. As specified in Article 12.3 of this agreement, such functions may be used for salary advancement. The contracting agency will provide funds equivalent to state funded as available.

2. See section 10.3 for Targeted Skills Training program, which is available to eligible specially funded faculty.

#### **B. Quarterly or annually contracted. Specially funded faculty shall be designated as either quarterly contracted or annually contracted.**

1. Quarterly-contracted faculty are hired on a quarter-by-quarter or term-by-term basis and have no expectancy of continued employment.
2. Annually contracted faculty are hired for the entire program year, normally at the full-time level. Beginning July 1, 2000, an annual contract shall consist of a 220 day contract or equivalent (173 days compensated at the full-time Faculty Salary Schedule plus the equivalent of 15 credits at the off-contract (or summer) rate for full-time faculty). See 12.3.I
3. A specially funded faculty who completes a first bachelor's or first master's degree will receive a salary increase of one thousand dollars (\$1,000) starting July 1 of the next contract year.
4. Specially funded faculty will have four personal days leave under the same terms as state funded faculty, as set out in the negotiated agreement.

#### **C. Placement and advancement of full-time specially funded faculty on salary schedule**

1. Criteria for placement will be the same as for state funded faculty

Initial Placement Levels for Specially Funded Full-time Faculty

220 Day Contract	
Bachelor's degree only	\$59,890
Level 1	\$61,900
Level 2	\$62,949
Level 3	\$63,997
Level 4	\$65,045
Level 5	\$66,093

- a. These dollar amount levels will increase with the COLA.
- b. Salary placement for newly hired specially funded, full-time faculty will be at one of six levels based upon education/training, experience and market conditions. Related work experience gained outside of an academic environment will be considered the same as that gained within academia.

A bachelor's degree and related vocational certification and qualifications shall be considered equivalent to a master's degree at level 1.

- c. Effective July 1, 2012 any salary placement for full-time faculty hired on the DSHS contract at Western State Hospital or the Special Commitment Center will be an exception to the schedule set out above and will be limited to salary determinations set out in the DSHS contracts. Prior to recruitment, the HR office will notify PCFT regarding the faculty salary. The Federation/Administration Committee will review the DSHS contracted programs and salaries annually to see if a plan can be developed to move them to the new salary schedule.
- d. In evaluating the prospective faculty member's experience and training, the director and designated vice president for learning and student success will make every attempt to be consistent with the values assigned to those similar criteria/activities in this article.
- e. The program director and the designated vice president for learning and student success will make an initial recommendation, then confer with the other vice presidents to assure district salary alignment, based upon an evaluation of the successful applicant's records to determine initial placement on the full-time Faculty Salary Schedule. After receiving the consensus salary approval, the director will complete the initial placement letter, which will become part of the successful applicant's personnel file. The program director will send a copy to the applicant.
- f. In response to market forces, the district may offer a salary to the applicant which is up to three (3) placement levels higher than that supported by the candidate's education/training and experience. Relative to any such enhanced placement, the vice presidents for learning and student success shall indicate in the placement letter the substantive characteristics of the applicant, in relationship to the market, that justify the higher salary.

Such criteria may include salaries in the private sector for equivalent positions or average salaries in local community colleges.

2. Professional growth plan & SIP

The district and the federation agree that individual professional development is extremely important to the continued professional growth of academic employees, the quality of educational programs and services, and the future of the district. To this end, academic employees are encouraged by management and the union to participate in activities that will promote professional growth, maintain the quality of educational offerings and enhance the individual's contribution to the general welfare of the district. In keeping with high professional standing, each Full-time faculty member is required to develop and review individually with his or her immediate supervisor a personalized professional growth plan which relates to his or her present or future instructional assignment and professional interests, and supports district goals and objectives.

- a. Specially funded faculty will receive salary increases with COLA, SIP, and promotional steps equivalent to full-time state funded faculty. Faculty salary increases are tied to the annual completion of a SIP. The SIP and promotional steps are funded by contract funds negotiated with agencies or generated by program fees, the amount of which will vary each year. The amounts will correspond to those received by state funded faculty, subject to approval by contract agency.
  - b. Faculty will be eligible to receive a SIP increase only with the annual completion of the faculty member's basic assignment, as listed in the job description, and the completion of a salary increment plan (SIP). It is understood that the SIP plan and the three year evaluation plan are separate documents.
  - c. A faculty member's SIP is reported in two stages, the initial plan for the year and the final SIP report. The initial plan explains which outcomes and assessments from the faculty member's permanent status professional development plan will be completed during that year. The initial plan will be formulated and submitted to their supervisor by August 31 except for military and international education faculty who will submit their plans by October 15. Upon mutual agreement between the faculty member and their supervisor, the initial plan will be forwarded to the designated vice president for learning and student success for approval. In the event that the faculty member and their supervisor cannot reach a mutual agreement the vice presidents for learning and student success in consultation with the faculty president may facilitate a discussion of the issues with the parties. The vice presidents for learning and student success shall have final approval. The SIP is a working agreement, and through mutual agreement between the faculty member and their supervisor may be altered during the year. Significant alterations must be approved by the vice presidents for learning and student success. To complete the SIP, a faculty member must complete one year's activities in accordance with the faculty member's continuing permanent status professional development plan. In the final report the faculty member will explain how the outcomes and assessments have been satisfied.
  - d. All professional development activities must be completed by May 15 and the final SIP report submitted to their supervisor by June 1. The supervisor will then forward his or her recommendations regarding successful completion of the SIP to the vice presidents for learning and student success or designee.
3. Specially funded faculty who are contracted to instruct on state and/or national holidays shall be given compensatory time at 150%, i.e., time and a half, of the daily contracted time.

#### D. Evaluation

All specially funded faculty will be evaluated for post-permanent status only once every

three years in order to align the system with the evaluation procedure for state funded faculty in accordance with the faculty member's professional development plan provided that application of such does not conflict with the rules and regulations of the contracting agency.

E. Permanent status – sites

1. Purpose the Board of Trustees of Community College District 11 hereby establishes the following rules on the permanent status for specially funded faculty, the purpose of which is twofold:
  - a. To protect faculty appointment rights and faculty involvement in the establishment and protection of those rights at Pierce College and all subsequent community colleges hereafter established within Community College District No. 11; and
  - b. To assure that permanent status is granted to specially funded faculty members of such character and scholarly ability that the district, so far as its resources permit, can justifiably undertake to employ them for the rest of their academic careers at the site so hired.
2. Composition of Review Committees. A separate Review Committee shall be established for each full-time probationer which shall serve as a standing committee until such time as the probationer is either granted permanent status or his employment in a specially funded faculty position is terminated.

Each Review Committee shall be composed of up to three (3) persons consisting of one (1) administrator and two (2) faculty. Prior to October 15 of the probationer's first full regular college year of employment, PCFT president shall select one faculty member and the probationer will select one (1) faculty member to comprise faculty representation on the Review Committee. Faculty members can be selected from other sites. One administrator will be selected by the director. When an instructor is hired mid-year, the three year review will start at the next full year (prior to October 15), unless, the site director or designated administrator, decides to call for the Review Committee to start the process mid-year. The Review Committee will then adjust the assessment calendar so that three full years of teaching at the contract site are evaluated. Such Review Committee shall first meet at the call of the selected administrator; thereafter, the committee shall meet with the probationer at least once during each calendar quarter, and additionally, within ten (10) days of the receipt of a written request from the selected administrator setting forth good cause to meet. A chair shall be elected by the Review Committee at its first meeting.

If a vacancy occurs on any Review Committee prior to the expiration of the probationer's appointment as such, an administrator, or faculty member as appropriate, shall be appointed to fill the vacancy, pursuant to this section to serve for the duration of committee's obligation.

3. Duties and responsibilities of Review Committees. The general duty and responsibility of the Review Committee shall be to assess and advise the probationer of his or her professional strength and weaknesses and to make reasonable effort to encourage and aid him/her to overcome his or her deficiencies. The first order of business for each Review Committee shall be to establish the procedure it will follow in evaluating the performance and professional competence of the full-time probationer assigned thereto. Included in this procedure, the committee shall be responsible for specifying measurable performance objectives the committee believes appropriate for the attainment of permanent status. The committee's evaluation of probationer shall be directed toward and results in the recommendation of whether or not the probationer has fulfilled these objectives. A Review Committee's evaluation procedures shall include:

- a. Classroom observations by members of the Review Committee;
  - b. Student evaluations administered by the site director;
  - c. Assessment of the probationer's contributions to the department, division and the institution (e.g., student learning outcomes, program outcomes, advising and committee involvement) by the site director;
  - d. Self-evaluation by the probationer; and
  - e. Recommend to the designated executive leader for approval or denial of permanent status during spring quarter of the third full year of teaching at the contract site. The Review Committee can authorize a fourth year if they feel it would benefit both the site and the probationer.
4. Provisions relating to continuing teaching excellence and professional improvement after permanent status.
- a. After permanent status is granted to a specially funded faculty member, it becomes the responsibility of each permanent status faculty member to maintain his or her teaching excellence and pursue professional improvement. It will be the primary responsibility of the permanent status faculty members as a group to maintain a program of professional improvement. The district will maintain a program of continuing evaluation of instruction to facilitate this process.
  - b. To facilitate the continuing evaluation of permanent status faculty members, every three years after the awarding of permanent status to a faculty member, the Site Director shall review the teaching excellence and professional improvement of each faculty member. When reason arises to question the continuing teaching excellence or professional improvement of a permanent status faculty member, it shall be the policy to attempt to resolve the matter without taking formal disciplinary action. If the matter is not resolved informally, disciplinary action will be initiated. [See WAC 132K-24.]
5. Confidentiality of reports. All reports prepared and/or provided by a Review Committee pursuant to this section shall be held in confidence except where otherwise required by law.
6. Retention of permanent status. A permanent status faculty member moving into an administrative position shall retain his or her permanent status as a faculty member.
7. Rights of transferees. Upon transfer within the Site, a permanent status faculty member shall retain permanent status and rights accruing from his or her previous employment within the Site.
8. Grandfather clause. All full-time site instructors, i.e., specially funded faculty, employed on June 30, 2002, would be grandfathered permanent status.
- F. Termination. The district reserves the right to discipline or terminate a specially funded faculty member during the term of his/her employment for cause. If a permanent status faculty member is denied access to their place of work on a permanent basis by contract agency administration that faculty member will be immediately terminated with loss of permanent status. In the event of denial of access, the district will request that the site administration provide a reason for denial of access.
- G. Reduction in force (RIF)
1. Within twenty (20) days of receiving written notice from a contractor stating the date of

termination of funding or elimination of a program, which affects faculty positions, the director will notify all faculty within the contracted program.

2. In the event a reduction in force becomes necessary, adjunct contracted faculty in each program will be RIF'd first. If it becomes necessary to RIF annually contracted employees in any program, such reduction shall be based upon seniority beginning with the least senior individual.
3. Seniority shall be defined as the first date the individual worked as a full-time annually-contracted faculty member in the program. Program as used in this appendix shall mean a program which has its activities covered by a single contract with the contracting agency. Seniority is the first consideration, then appropriate qualifications for the position is considered.
4. Permanent status instructors who are terminated due to a reduction in force have a three (3) year right of refusal to a full-time position from the date of termination if a full-time position in the same discipline or subject becomes available in the contracted program from which they were terminated.

If a permanent full-time faculty member accepts an adjunct position, his/her permanent status will not be waived for three years, however permanent status does not apply to the adjunct position accepted.

#### H. Salary

1. It is agreed that the district will make every effort to distribute at least the same percentage amount for general and/or incremental increases to such schedules as is distributed for the same purposes to academic employees covered by the provisions of Article 10, consistent with any funding restrictions required by the contractor.

#### I. Calendar and workload

1. Non-military programs. Calendar and workload for each program shall be consistent with past practice; provided, however, modifications to such practice may be made through negotiation with the faculty prior to signing of the annual contract if such modifications are required by the contracting agency. If it is found to be necessary to add new instructional hours after the annual contract is signed, those new instructional hours will be compensated at the instructional rate.
2. Pierce College at JBLM (military programs)

Full-time specially funded faculty who teach at Pierce College at JBLM are hired for the entire program year and shall receive an annual contract consisting of 220 days. All days on the JBLM annual academic calendar, district faculty In-service days, All-district days, and assessment day will be identified as contract days. Each full-time faculty member shall determine, in consultation with the dean of Instruction at JBLM or designee, which of the remaining days of the yearly instructional calendar they will be off contract.

The annual teaching load for a 220 day contract shall be the range from the applicable section in 7.1.A-G, plus 15 credits, spread over 220 days as determined by the needs of the program.

Faculty members may request to be released from their teaching and coordination responsibility during the summer quarter, subject to the approval of the Pierce College at JBLM dean of instruction and executive director. Full-time faculty must notify the dean of Instruction at JBLM no later than the first day of winter quarter of the current contract year of their request to take a reduced contract for the immediately following summer. If approved, faculty members released from summer quarter will receive their regular 220

day salary minus the equivalent of 15 credits at the summer rate for full-time faculty for that academic year. In such cases, the faculty member's annual teaching load shall be determined by the applicable section in 7.1.A-G.

## **ARTICLE 13 – SPECIALLY FUNDED ADJUNCT FACULTY, PIERCE COLLEGE AT JBLM**

### **SECTION 13.1: ADJUNCT RECRUITMENT AND HIRING**

- A. Recruitment. Upon request by the dean of Instruction or designee, the Human Resources office will conduct targeted position recruitment of adjunct faculty in order to develop a diverse pool of applicants, including qualified minority applicants.
- B. Hiring
  - 1. The dean of Instruction or designee will review applications and consider all qualified applicants when a position is needed.
  - 2. First considerations will be given to qualified adjunct faculty in levels 2 and 3 consistent with Section 13.12.
  - 3. Prior to offering a position to an applicant, the dean of instruction or designee, will confirm that an official transcript has been received and that there are at least two (2) reference checks on file and submitted to the HR office.
  - 4. In the event of emergency, and with the authorization of the executive director of Pierce College at JBLM, exceptions to the recruitment and hiring process may be made to fill the position for one term.
- C. Cancellation of assignment. An adjunct faculty member's term assignment or multi-term contract may be cancelled if his/her services are not needed. Examples of such situations may include, but are not limited to the following:
  - 1. There is insufficient enrollment in the class(es) assigned.
  - 2. The assigned class(es) is (are) needed to make a full load for a full-time Specially Funded faculty member.
  - 3. Changes to a program or course series.

### **SECTION 13.2: ADJUNCT FACULTY RESPONSIBILITIES**

- A. Grounded courses. Adjunct faculty member credit hour limits, office hours, and other responsibilities are determined by adjunct level as described in Section 13.12.B. Exceptions to the credit hour limit may be granted by the Dean of Instruction for Pierce College at JBLM and a vice president of learning and student success ("campus vice president").
- B. Online courses. An adjunct faculty member teaching online classes for Pierce College at JBLM may teach up to 425 students per the district's fiscal year, July 1 – June 30. However, the dean of instruction or designee will assign to an adjunct faculty no more than 110 enrolled students for any term. Prior to spring term an accounting of the annual student load to date will be determined in order to ensure that no adjunct faculty will exceed the 425 student load. Any exceptions to these limits must be approved by the appropriate district executive team member. For faculty teaching grounded and online, the 425 will include their grounded students. For example: if a faculty member taught 50 students in the grounded program then their maximum online students would be 375. Adjunct faculty are responsible for being available to students.
- C. All adjunct faculty members who teach courses will follow the course outcomes developed and approved for that course, as well as follow all established assessment practices.



- D. Upon initial hire, all specially funded Pierce College at JBLM adjunct faculty members will be notified how to access articles 12 and 13 of this contract.

**SECTION 13.3: EVALUATION**

To facilitate continuing evaluation of Adjunct faculty, the teaching competence of each adjunct faculty member will be reviewed periodically. Said review will be coordinated by the dean of instruction or designee. Evaluation of adjunct faculty will follow the policies and procedures adopted by the College. The evaluation process shall include multiple indices.

**SECTION 13.4: ADJUNCT FACULTY SALARY SCHEDULE**

- A. Grounded classes

Adjunct rates and their effective dates are listed in the table below.

Rates for 2018-2019 will be bargained mid contract. The maximum potential increase would be 1%. (As per financial package tentative agreement from contract bargaining dated June 30, 2016.)

For full time faculty moonlight rates, see Section 10.4.B.

For rates in the case of continuation of small classes (less than 15) see Section 7.8.C

Effective fall 2016			
	Level 1	Level 2	Level 3
Lecture rate	\$747.72 per credit	\$751.44	\$753.30
Lab rate	\$57.29 per lab hour	\$57.57	\$57.71

Effective fall 2017			
	Level 1	Level 2	Level 3
Lecture rate	\$758.34 per credit	\$765.87	\$769.65
Lab rate	\$58.10 per lab hour	\$58.68	\$58.96

- B. Online courses. Online faculty salary will be paid as per the table below, based on \$181.91 per student for a five (5) credit class (fall 2016, level 1). If the continuous enrollment and tracking process changes substantially, either party may request that this subsection be reopened for negotiation.

Effective Fall 2016			
	Level 1	Level 2	Level 3
Lecture rate per student per credit	\$36.38	\$36.56	\$36.65
Lecture rate per 5 credit class	\$181.91	\$182.81	\$183.26
Lab rate per student per lab credit	\$57.29	\$57.57	\$57.71

Effective Fall 2017			
	Level 1	Level 2	Level 3
Lecture rate per student per credit	\$36.90	\$37.26	\$37.45
Lecture rate per 5 credit class	\$184.49	\$186.32	\$187.24
Lab rate per student per lab credit	\$58.10	\$58.68	\$58.96

Example:

Teaching 18 students in one or more 5 credit classes = 18 students x \$181.91  
 =\$3,274.38

Examples of online lecture/lab combinations (fall 2016, level 1)	
3 credits lecture/2 lab credits (40 lab hours)	\$109.14+\$114.58 =\$223.72 per student
4 credits lecture/1 lab credit (20 lab hours))	\$145.52 + \$57.29=202.81 per student
4 credits lecture/2 lab credits (40 lab hours)	\$145.52 + \$114.58 = 260.10 per student

Example:

Teaching 18 students in one or more lecture/lab classes with 4 credits lecture and 20 hours of lab (1 lab credit) = 18 students x \$202.81 = \$3,650.58

**SECTION 13.5: JOB DESCRIPTION**

In the case of adjunct faculty members, the job description will be kept on file and made available upon request. The job description shall include any duties, such as administrative functions, coordinating work, advising, counseling, as well as the disciplines or programs in which new faculty members will be expected to teach. Job descriptions will be updated to reflect the current negotiated agreement.

**SECTION 13.6: IMPLEMENTATION OF ADJUNCT FACULTY INCREASES AND INCREMENTS**

Implementation of any salary increase is contingent upon mutual agreement of the parties.

**SECTION 13.7: PERSONAL LEAVE – ADJUNCT FACULTY**

Adjunct faculty are eligible to use one (1) personal leave calendar day per instructional year. Except in emergency situations, the faculty member shall give the dean of Instruction or designee at least two days’ notice of intention to take personal leave. Such notice will include the completed leave request and the class coverage forms. At least two (2) days’ in advance of the leave, the faculty member shall inform his or her class(es) of the date(s) of the leave.

**SECTION 13.8: COMPENSATION FOR DISTRICT CANCELLATION OF TEACHING ASSIGNMENT**

- A. Stipend for cancelled assignment. An adjunct faculty member who is bumped by a full-time faculty member or whose class is cancelled within seven (7) calendar days before the first class session will be compensated. The stipend paid will be at the rate of \$15 per credit. For example, a five (5) credit class will generate a stipend of \$75.
- B. Show up pay. An adjunct faculty member who is assigned to show up at a scheduled class, that is thereafter cancelled, may receive "show up pay" at the pro rata rate on the adjunct Faculty Salary Schedule.
- C. Choice of show up pay or stipend. An adjunct faculty member may choose to receive the stipend described in Paragraph A rather than "show up pay."

### **SECTION 13.9: SICK LEAVE**

- A. Adjunct faculty starts accruing sick leave beginning the first consecutive term of employment at the district. The rate of accrual is the same as full-time faculty, except sick leave is prorated depending upon the percentage of full-time. Sick leave is used at the same rate as given.
- B. Faculty whose pattern of absence due to illness or disability affects the delivery of educational services to students may be required to submit a health care provider statement confirming the medical necessity for absence from the job and prognosis for return to normal duties.
- C. Sick leave accrual. Sick leave is accumulated until there is a break in service for more than two (2) consecutive terms. Summer term is not considered a break in service. A break in service results in loss of all accumulated sick leave
- D. Transferability
  - 1. Adjunct faculty may transfer accrued leave to any state agency, any educational service district, any school district, or any other institution of higher education as allowed in accordance with RCW 28B.50.551 in a manner that is consistent with the procedure for transfer agreed among the community and technical colleges in Washington State.
  - 2. Adjunct faculty may transfer sick leave from Pierce College to one of the agencies designated above only during the two quarters (terms) immediately subsequent to employment at Pierce College.
  - 3. Adjunct faculty teaching at Pierce College may transfer sick leave accrual consistent with C above from the designated Washington agencies during the first two terms of adjunct faculty employment at Pierce College.
  - 4. While employed in the district, adjunct faculty may not transfer leave from Pierce College to another state agency (as described above) where the faculty is concurrently employed.
- E. Use of sick leave
  - 1. Sick leave may be used during scheduled work days in the quarter (term) for which the adjunct faculty holds an appointment notice. It is understood that if an adjunct faculty requests sick leave, he or she is not working elsewhere on those same days.
  - 2. Sick leave may be used during a subsequent quarter (term) when:
    - a. The adjunct faculty has received a notice of reasonable assurance, and
    - b. The course(s) is not cancelled or unavailable due to reasons, such as low enrollment

or bumping by a Full-time faculty, which would cause lack of employment even if the Adjunct faculty was able to teach, and

- c. The adjunct faculty submits a health care provider statement to the Human Resources office confirming the medical necessity for absence from the job and prognosis for return to normal duties.

### **SECTION 13.10: SHARED LEAVE**

Adjunct faculty, who accrue sick leave, may participate in the shared leave program as administered by the district.

### **SECTION 13.11: SICK LEAVE CASH-OUT (ATTENDANCE INCENTIVE PROGRAM)**

Adjunct faculty may participate in the sick leave cash-out program as administered by the district. Upon retirement, faculty election to participate in the VEBA program may require that the cash-out be placed in a trust account for medical expenses. [See Section 9.5.]

### **SECTION 13.12: ADJUNCT FACULTY PROGRESSION, PIERCE COLLEGE AT JBLM LEVELS, BENEFITS, AND EXPECTATIONS**

- A. A centrally-managed system will be established at the district level for assigning and tracking adjunct faculty levels, and maintaining a course qualifications list that is available to faculty.
- B. Adjunct faculty levels. The following information provides details for each adjunct faculty level, as well as requirements and expectations for progressing from one level to the next. These levels have been created in order to provide promotional opportunities for adjunct faculty and in recognition of Washington State's 2005 Best Practices for Adjunct faculty. Progression through these levels does not qualify any faculty member as a full-time, tenured, or permanent status faculty member.
  1. Assistant adjunct faculty (level 1)
    - a. Observation & evaluation:
      - (1) Student evaluation in all sections taught
      - (2) Observation by chair/coordinator/designee in each course within the first two quarters that the course is taught, not to exceed three observations per year (dean and chair/coordinator/designee will work together to determine the degree and intensity of evaluation necessary in all courses of a specific course sequence)
      - (3) Observation by dean
    - b. Professional development
      - (1) Support for professional development, as funds are available.
      - (2) Support for participation in formal professional development opportunities to support progression after the first year
    - c. Benefits

- (1) Support for limited professional development
- (2) Opportunity for additional stipended work outside of teaching/learning (e.g. Advising, departmental work, committee work, etc.), as appropriate
- d. Credit cap & office hours
  - (1) 50 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
  - (2) Faculty should be available to meet (in-person or online) with students 30 minutes per week per course taught and are encouraged to coordinate with Pierce College at JBLM administration to access available space to engage students/colleagues as appropriate.
  - (3) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.
2. Progression from assistant (level 1) to associate adjunct faculty (level 2) includes the following components:
  - a. Complete self-evaluation of teaching & learning
  - b. Minimum of 80% of sections evaluated (student evaluations)
  - c. Evaluation of effectiveness in teaching and student success (e.g. student evaluations, dean evaluation, and teaching observations), and any other relevant engagement activities, conducted by chair/coordinator/designee and dean, reviewed/approved by vice president of learning & student success. The dean evaluation could incorporate the use of institutionally generated student success data. By June 2017, a mutually agreed upon collection of key indicators will be collaboratively developed and implemented.
    - (1) With regard to "other relevant engagement activities," there is not an expectation of placing additional uncompensated work on faculty members.
  - d. Have taught in at least six (6) quarters over three (3) consecutive years, with at least one (1) quarter per year
  - e. Completion of adjunct faculty cohort, CEAL ProfDev Track(s), or a VP/dean approved Pro-Tech professional development plan (or similarly developed and approved program)
  - f. Once an adjunct faculty member has completed/met the above criteria to apply for progression, the faculty member shall make a formal request/application to the coordinator and dean of Instruction or designee who will review all materials and consult with the executive director of Pierce College at JBLM and appropriate vice president for learning & student success regarding promotion. The vice president for learning and student success will make the final decision regarding advancement to the next level. Applications can only be submitted once per academic year.
  - g. Improvement plan. Adjunct faculty in the assistant level who apply for but are not granted the opportunity to advance to Level 2 due to concerns identified in the evaluation will be given the opportunity to meet with their chair/coordinator and dean (with opportunity to request a union representative if desired) to discuss the

reasoning behind the decision not to grant the promotion and may develop, with the dean, a mutually agreed upon improvement plan to attempt to address their qualifications for promotion. Faculty on improvement plans will be identified in the centrally-managed system. The PCFT president or designee will have access to this. The existence of an improvement plan is neither a commitment nor a guarantee to future employment.

3. Associate adjunct faculty (level 2)
  - a. Observation & evaluation
    - (1) Student evaluation in all sections taught
    - (2) Observation by chair/coordinator/designee and dean, alternating, minimum of once every other year. For adjunct faculty demonstrating an exemplary level of student success, the dean may alter the observation schedule in consultation with the vice president for learning and student success.
    - (3) Complete self-evaluation of teaching & learning (before meeting with dean following observation)
  - b. Professional Development
    - (1) Support for professional development, as funds are available.
  - c. Benefits
    - (1) Support for increased professional development
    - (2) Eligibility to prequalify and be considered for course priority for adjunct selection (See Section C below)
    - (3) Eligibility for multi-term contracts
    - (4) Increase in base pay per Section 13.4
    - (5) Opportunity for additional stipended work outside of teaching/learning (e.g. advising, departmental work, committee work, etc.), as appropriate
    - (6) Pierce College business card
    - (7) Process for removal (See Section 13.12.G below)
  - d. Credit cap, office hours, and department work
    - (1) 60 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
    - (2) Available for student consultation (in-person or online) for a minimum of 30 minutes per week per course (in addition to availability before/after class). Coordinate with Pierce College at JBLM administration to access available space to engage students/colleagues as appropriate.
    - (3) Maintain currency in departmental business (e.g. attend department meetings, assessment day, etc.)
    - (4) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.

4. Progression from associate (level 2) to senior adjunct faculty (level 3) includes the following components
  - a. Complete self-evaluation of teaching & learning
  - b. Minimum of 80% of sections evaluated (student evaluations)
  - c. Evaluation of effectiveness in teaching and student success (e.g. student evaluations, dean evaluation, and teaching observations), and any other relevant engagement activities, conducted by chair/coordinator/designee and dean, reviewed/approved by vice president for learning & student success. The dean evaluation could incorporate the use of institutionally generated student success data. By June 2017, a mutually agreed upon collection of key indicators will be collaboratively developed and implemented.
    - (1) With regard to “other relevant engagement activities,” there is not an expectation of placing additional uncompensated work on faculty members.
  - d. Have taught in at least 12 quarters over five (5) years, with at least one year as associate adjunct (level 2)
  - e. Completion of approved adjunct faculty professional development activity, which could include a VP/dean approved Pro-Tech professional development plan or similarly developed and approved program.
  - f. Once an adjunct faculty member has completed/met the above criteria to apply for progression, the faculty member shall make a formal request/application to the coordinator and dean of Instruction or designee who will review all materials and consult with executive director of Pierce College at JBLM and the appropriate vice president for learning & student success regarding promotion. The vice president for learning & student success will make the final decision regarding advancement to the next level. Applications can only be submitted once per academic year.
  - g. Improvement plan. Adjunct faculty in the associate level who apply for but are not granted the opportunity to advance to level 3 due to concerns identified in the evaluation will be given the opportunity to meet with their chair/coordinator and dean (with opportunity to request a union representative if desired) to discuss the reasoning behind the decision not to grant the promotion and may develop, with the dean, a mutually agreed upon improvement plan to attempt to address their qualifications for promotion. Faculty on improvement plans will be identified in the centrally-managed system. The PCFT president or designee will have access to this. The existence of an improvement plan does not grant additional priority beyond the level 2 consideration.
5. Senior adjunct faculty (level 3)
  - a. Observation & evaluation
    - (1) Student evaluation in all sections taught
    - (2) Observation by chair/coordinator/designee and dean, alternating, minimum of once every other year. For adjunct faculty demonstrating an exemplary level of student success, the dean may alter the observation schedule in consultation with the vice president for learning and student success.
    - (3) Complete self-evaluation of teaching & learning (before meeting with dean following observation)

- (4) Evaluation of effectiveness in additional stipended work
  - (5) Continued student success (particularly related to outcomes)
  - b. Professional Development
    - (1) Targeted CEAL training
    - (2) Support for professional development, as funds are available.
    - (3) Mentor in approved adjunct professional development/CEAL activities as needed/qualified/appropriate
  - c. Benefits
    - (1) Support for general professional development
    - (2) Highest level of priority as element in adjunct course priority consideration (See Section C below)
    - (3) Increase in base pay per Section 13.4
    - (4) Expected additional stipended work outside of teaching/learning (e.g. advising, departmental work, committee work, etc.), as appropriate
    - (5) Eligibility for multi-term contract
    - (6) Pierce College business card
    - (7) Process for removal (see Section 13.12.G below)
  - d. Credit Cap & Office Hours
    - (1) 60 credits per academic year with at least one quarter of reduced credits (<13) in two-year cycle
    - (2) Available for student consultation (in-person or online) for a minimum of one hour per week per course (in addition to availability before/after class), with a minimum of two hours per week. Coordinate with Pierce College at JBLM administration to access available space to engage students/colleagues as appropriate.
    - (3) Maintain currency in departmental business (e.g. attend department meetings, assessment day, etc.)
    - (4) Note: In a circumstance wherein an adjunct faculty member works beyond these limits (i.e. does not take a reduced quarter), it is understood and agreed that this does not confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.
- C. Eligibility for course priority consideration
- 1. Adjunct faculty become eligible for course priority consideration as a benefit of progressing to levels two (associate adjunct faculty) and three (senior adjunct faculty). There is no course priority consideration for level one (assistant adjunct faculty).
  - 2. In addition, adjunct faculty must complete a course pre-qualification for each course for which they wish to have priority consideration. Elements included in the pre-qualification include, but may not be limited to,
    - a. Appropriate and current credentials to teach the respective course(s)
    - b. Success in teaching the course at least twice within the previous 15 months



(demonstrated by a review of evaluations completed by students, faculty, and administration)

3. In tandem with adjunct faculty progression (Section 13.12.B), and consistent with Sections 7.7.E, and 13.12.D, the dean/director, in consultation with the department chair/coordinator, will consider the following elements when determining priority for adjunct faculty in courses for which they are qualified.

The primary consideration for existing staffed courses is faculty training and experience (in this case, specifically the level 2 or 3 adjunct currently teaching the course), unless there is an overriding student need.

In the case of unstaffed courses, the following criteria will be considered: student needs, faculty credentials, faculty level, experience (particularly related to the specific course), availability, and other appropriate factors.

In general, assignments are made in the following order (and consistent with Sections 7.7.E, and 13.12.D):

- Tenured, tenure-track, permanent non-tenured faculty
- Multi-term contracted adjunct faculty
- Moonlights
- Senior adjunct (Level 3)
- Associate adjunct (Level 2)
- Assistant adjunct (Level 1)

If adjunct faculty have questions about the process for assigning sections, they can contact their director/chair/coordinator and/or dean. If there are concerns, they may subsequently contact the union for clarification.

#### D. Multi-term contracts

1. Upon progression to associate (level 2) or senior adjunct faculty (level 3), the adjunct faculty member is eligible to be considered for a multi-term contract. Multi-term contracts are annual contracts of employment for up to four (4) quarters within the credit limitations of each adjunct faculty level. Individual contracts will specify the quarters and number of credits.
2. In programs with stable class schedules and enrollments, the coordinator will confer with the dean of Instruction or designee to identify potential adjunct faculty for multi-term contracts and will confer with the executive director of Pierce College at JBLM to determine the viability of offering multi-term contracts. The executive director of Pierce College at JBLM will determine the viability of offering multi-term contracts to adjunct faculty by the end of winter quarter of the prior academic year. The executive director of Pierce College at JBLM will recommend adjunct faculty for consideration to the appropriate Pierce College president after considering factors such as the recommendations of the dean and program chair/coordinator, evaluations, adjunct faculty level, enrollment in classes taught by the faculty member, and other considerations benefiting student need and success.
3. Classes assigned to adjunct faculty holding multi-term contracts are not subject to bumping by full-time faculty. If/When a class is cancelled, adjunct faculty may be reassigned, accept additional equivalent work, or choose to reduce the annual contract.

[Note: Multi-term contracts are one of the items listed in Washington State's 2005 Best Practices for Adjunct faculty as a means of achieving "a form of job security" for regularly employed Adjunct faculty.]

- E. Formerly tenured or permanent status faculty can obtain course priority prequalification after confirming:
1. Recent teaching at Pierce College within the last 24 months.
  2. Up-to-date resume and official transcript on file with the Human Resources office.
  3. Written recommendation for course priority by department chair/coordinator and dean.
- They are eligible to advance on the levels as adjunct faculty. Their full-time work at the college can be counted toward their progression to level two.
- F. Reduction in level: If an adjunct faculty member in level 2 or 3 wishes to revert to a lower level, or if other conditions prompt reassignment, the faculty member will contact and consult with the appropriate coordinator and create a plan for reduction in level, if appropriate, which will be reviewed and approved by the dean of Instruction or designee in consultation with the executive director of Pierce College at JBLM. Salary, benefits, and other factors will align with the Level assignment after the reduction. Such reductions may also be prompted by, but not limited to:
1. When the adjunct faculty member fails to accept three (3) consecutive and feasible assignment offers;
  2. When the adjunct faculty member is not employed for three consecutive quarters
- G. Removal. Once an adjunct faculty member has progressed into level 2 or 3, removal from employment may occur:
1. At the request of the adjunct faculty member.
  2. If performance concerns arise, such concerns will be addressed with the individual. If appropriate, an improvement plan will be initiated. If the adjunct faculty member is not successful in meeting the expectations of the improvement plan, s/he will be informed as to the nature of the deficiencies and can be removed from the schedule.
    - a. If an improvement plan is not appropriate, s/he will be informed and can be removed from the schedule.
  3. When the adjunct faculty member is terminated mid-contract for cause in accordance with Section 13.13.
- H. Neither the progression to any adjunct level, nor the acceptance of additional benefits and duties (stipended or not), nor any circumstance wherein a faculty member works beyond the adjunct faculty credit/course limits confer a vested right to continued employment nor renewal of employment nor any expectation of future employment nor tenure nor permanent status.
- Other assigned stipended work cannot equal or exceed the workload of a full-time faculty member. Assignments should not be made simultaneously in both advising and shared governance areas.

### **SECTION 13.13: TERMINATION**

An adjunct faculty member may be terminated during the term or during a multi-term contract by the executive director of Pierce College at JBLM if there is a recommendation from the dean of

Instruction or designee that the adjunct faculty member be terminated for cause. The adjunct faculty member will be given an opportunity to respond to the evidence.

## ARTICLE 14 – POST TENURE EVALUATION

### INTRODUCTION

All faculty members – full, permanent status and adjunct – will be completely safeguarded in the exercise of academic freedom. For those faculty who enjoy tenured and permanent status, a post-tenure evaluation process ensures the continued quality of performance in the job responsibilities. The sole intent of such an evaluation is to further faculty professional development.

- A. To facilitate the continuing evaluation of tenured faculty members, the teaching competence and professional improvement of each faculty member will be reviewed through the use of multiple indices on a periodic basis. Areas of evaluation include, but may not be limited to:
  1. Instruction and mastery of discipline
    - a. Includes analysis of student learning and alignment of pedagogy, the student experience, and other relevant factors, such as subject knowledge and student engagement.
    - b. Sources of assessment include student evaluations, peer and dean observations/evaluations, and/or self-evaluation. The dean evaluation could incorporate the use of institutionally-generated student success data.
      - (1) By June 2017, a mutually agreed upon collection of key indicators will be collaboratively developed and implemented as part of this evaluation section.
  2. Role in college community
    - a. Participation as a member of the college community, including shared governance and, where appropriate, engagement activities with the broader community (both within and outside the college)
    - b. Sources of assessment include dean evaluation, input from department and/or relevant college structures (e.g. areas in which the faculty member is engaged, such as tenure committees, councils, etc.), and/or community input when/where available.
  3. Student mentoring and advising
    - a. Includes a demonstrated contribution to student progress toward academic and professional goals through effective mentoring/advising.
    - b. Sources of assessment include dean evaluation, student feedback, and/or self-evaluation.
  4. Professional development
    - a. Includes an evaluation of progress on and goal completion of the existing Professional Growth & Development Plan (PGDP), as well as identification of areas for future growth and development to inform the subsequent, three-year PGDP.
- B. Post-tenure/permanent status review will be conducted once every three (3) years.
- C. A faculty member's post-tenure or permanent status evaluation process will be a part of his/her professional development plan and will include peer/classroom evaluations from peers selected by the faculty member. This process will be reviewed with the dean and the campus vice president.
- D. Classroom evaluations by students must be completed by a representative sample of at

least one-third of the individual's classes every year. Analysis of the form will be done by the Instructional Services Office and circulated to the dean and faculty member.

- E. The culmination of the post-tenure/permanent status review process is the development of a new, three-year PGDP. While the goal of the PGDP is for faculty to identify priorities for professional growth and development, it is a working document, and if necessary, a faculty member can work with her/his dean to adjust the scope and goals of the PGDP as necessary and appropriate.

## **ARTICLE 15 – GOVERNANCE**

### **SECTION 15.1: OMBUDSPERSON**

The district ombudsperson's office has been established at both the Fort Steilacoom and Puyallup campuses with the purpose of assisting individual members of the student body, the faculty, administration, the classified staff, or any other district member in resolving problems. The ombudspersons will also assist the administration in resolving problems by gathering information, providing consultation, clarification and other similar responsibilities as assigned by the Vice President of Human Resources or designee.

This article is not meant to replace or serve as a substitute for any other channel for grievances or problem resolution.

- A. If the ombudsperson is a faculty member, compensation for this function will be a \$1,000 annual stipend.
- B. Each ombudsperson will be selected by the respective president after reaching mutual agreement with the PCFT president, the WPEA chief job representative, and the student body president (where applicable).
- C. The term of services shall be from October 1 to September 30 annually unless extended by mutual consent.
- D. The ombudsperson will serve at the pleasure of the district chancellor.

### **SECTION 15.2: POLICIES AND PROCEDURES MANUAL AND GOVERNANCE**

Copies of the revised Policy Manual, when approved by the Board, will be placed with the Pierce College Federation of Teachers president and, for general access, in the library. If any provision of the policies shall conflict with any term or provision of this agreement, this collective bargaining agreement shall control.

### **SECTION 15.3: HANDBOOKS**

- A. The office of instructional services is charged with the responsibility for developing and keeping current a full-time and Adjunct Faculty Handbook that reflects policies and procedures affecting working conditions. Prior to distribution to the faculty, the handbook will be submitted to the executive board of the Pierce College Federation of Teachers for review.
- B. New Faculty Handbooks will be recognized by the parties to this agreement as policies and procedures related to working conditions of the faculty for the balance of this contract term; PROVIDED HOWEVER, that if any provision of the handbook conflicts with any term or provision of this agreement, this negotiated agreement shall control.
- C. New Faculty Handbooks will be recognized by the parties to this agreement as policies and procedures related to working conditions of the faculty for the balance of this contract term; PROVIDED HOWEVER, that if any provision of the handbook conflicts with any term or provision of this agreement, this negotiated agreement shall control.
- D. A copy of the appropriate handbook will be distributed in the fall to all full and adjunct faculty annually at the commencement of their employment.

**SECTION 15.4: SCREENING OF DEANS/DIRECTORS SUPERVISING FACULTY**

When recruitment is authorized for an instructional administrator position that supervises faculty, Human Resources will convene a screening committee. The members of the screening committee will be made up of a preponderance of faculty; one appointed by the PCFT outside the division and the remaining chosen by the faculty of the division. For administrative positions overseeing student programs with supervision for faculty counselor advisors, student services staff will be appointed by the vice presidents of Learning and Student Success. One faculty member will be appointed by the PCFT outside the department and one chosen by the faculty counselor advisors. Any additional faculty representatives added to the committee will be chosen by the faculty counselor advisors.

The committee will be involved in review of the job description, and development of the screening criteria and the screening process.

The screening committee will forward the assessment of the candidates to the appropriate administrator.

If none of the candidates is selected, the administrator shall meet with the screening committee for discussion of the matter and review of the screening criteria.

**SECTION 15.5: CREATION OF FACULTY SENATE**

The district acknowledges the role of a faculty senate in shared governance. The faculty senate speak and act as elected representatives of the total faculty on matters pertaining to teaching and learning. The PCFT speak and act as elected representatives of the total faculty on matters pertaining to wages, working conditions, workload, and other terms and conditions of employment.

MOU placed in Addendum

## **ARTICLE 16—GRIEVANCE PROCEDURE**

### **SECTION 16.1: GRIEVANCE AND ARBITRATION**

- A. A grievance is an allegation by a bargaining unit member or a group of bargaining unit members that there has been a violation, misapplication, or misinterpretation of this agreement, or of any law, rule, regulation, or college policy and practice affecting conditions of employment. [See Section 16.3 for grievance and arbitration procedure.]

Complaints involving sexual harassment and/or racial harassment/ discrimination initially are filed with the affirmative action officer or the Human Resources office. If efforts to confidentially resolve the issues are not successful, parties to the issues may file a formal grievance as detailed in Section 3 of this Article.

- B. The Pierce College Federation of Teachers (PCFT) and the district recognize the right of a faculty member to have a federation representative present at disciplinary meetings. The scheduling of the meeting shall proceed in a timely manner; usually no longer than ten (10) business days after the faculty member has been notified.
- C. The campus vice president or other administrator will inform the PCFT president (or if unavailable, the PCFT vice president) of the name of a faculty member who is being asked to participate as the subject of an investigation which may reasonably be expected to result in disciplinary action. When the investigation is completed, the campus vice president or other administrator will provide within a reasonable time a copy of the investigation report to the PCFT president. The PCFT president will treat the investigation report in a confidential manner as a personnel record.

### **SECTION 16.2: EXCLUSION OF TENURE AND DISMISSAL FROM GRIEVANCE PROCEDURES**

The Pierce College Federation of Teachers agrees that the ultimate authority to grant or deny tenure is vested with the district. It is further agreed that any and all decisions, procedural or substantive, relating to the awarding or withholding of tenure or non-renewals shall not be subject to the grievance procedure of this agreement. Terminations of employment of academic employees shall be handled in a manner consistent with district procedures and this agreement. Use of this grievance procedure will not deny access to any statutory, civil, or administrative process in lieu of the negotiated grievance procedure.

### **SECTION 16.3: GRIEVANCE AND ARBITRATION PROCEDURE**

Pierce College Federation of Teachers and Pierce College administration agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. PCFT and the administration encourage problem resolution between bargaining unit members or the Pierce College Federation of Teachers representative and the appropriate supervisor and are committed to assisting in resolution of disputes as quickly as possible. In the event a dispute is not resolved in an informal manner this section provides a formal process for resolution.

All formal grievances related to the misinterpretation of this negotiated agreement must receive the approval of the PCFT Executive Board before being initiated, submitted or filed.

Step 1: If the matter is not satisfactorily settled following the initial discussion and other attempts at informal resolution, the aggrieved employee within thirty (30) calendar days following the most recent discussion about the issue with the supervisor, or the Pierce College Federation of



Teachers within thirty (30) calendar days of becoming aware of the issue, may submit the grievance in writing to the supervisor or designee with a copy to the Human Resources office. The written grievance must include the following information:

1. The nature of the grievance;
2. The facts upon which it is based;
3. The specific article and section of the agreement or of any law, rule, regulation, or College policy and practice affecting conditions of employment violated, misapplied, or misinterpreted;
4. The specific remedy requested;
5. The name of the grievant(s); and
6. The name and signature of the PCFT representative.

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

The supervisor or designee shall meet with the Pierce College Federation of Teachers representative and the aggrieved employee(s) within ten (10) working days after receipt of the written grievance. The supervisor shall thereafter give the Pierce College Federation of Teachers representative and the aggrieved employee(s) a written decision within ten (10) working days following said meeting.

**Step 2:** If the grievance is not resolved at step 1, the PCFT may move it to the next step by filing it with the Human Resources office, within ten (10) working days of PCFT's receipt of the step 1 decision. The Human Resources staff will designate who will hear the grievance at step 2. Within ten (10) working days of receipt of the appeal, the designee will meet with the PCFT representative and the grievant. The administration designee will respond in writing to PCFT within ten (10) working days after the meeting.

**Step 3:** If the matter is not satisfactorily settled at the preceding step, the aggrieved employee(s) and the Pierce College Federation of Teachers representative may, within ten (10) working days after receipt of the previous step 2 written decision, forward the grievance to the chancellor of Community College District No. 11.

Within ten (10) working days after receipt of the grievance, the chancellor or the chancellor's designee (president) will review the grievance and contact the PCFT to set up a meeting with the grievant and the PCFT representative. The chancellor or the chancellor's designee (president) and the PCFT will make all reasonable effort to meet within ten (10) working day of receipt of the grievance by the chancellor's office. If a meeting cannot be set up, either party may request an extension of ten (10) working days. After the meeting, the chancellor or the chancellor's designee (president) will respond in writing to PCFT within ten (10) working days.

**Step 4:** In the event the grievance is not resolved to the satisfaction of the aggrieved employee(s) or the Pierce College federation of Teachers representative at step 3, the aggrieved employee(s) or the Pierce College Federation of Teachers representative may invoke grievance mediation within ten (10) working days after the Step 3 response for those items specifically covered by the language of this agreement. The grievance mediator will be designated by either the Federal Mediation and Conciliation Service or the Washington Public Employee Relations Commission or a mediator mutually acceptable to both parties, whichever is able to appoint a mediator in the most timely fashion.

In the event a grievance is not resolved following grievance mediation, a request for arbitration shall be served by the moving party upon the other party within ten (10) calendar days following the termination of grievance mediation. In the event the parties cannot agree on a selection of

an impartial arbitrator within seven (7) calendar days from the receipt of the request for arbitration, the Federal Mediation and Conciliation Service shall be requested to submit a list of eleven (11) qualified and approved arbitrators from which list the arbitrators shall be selected. If the parties cannot mutually agree upon one of the arbitrators from the list, then the employer shall strike one (1) name from the list, the faculty shall strike a second name from the list and the employer and the Pierce College Federation of Teachers shall then repeat this procedure until only one name shall remain. The remaining person shall be the duly selected arbitrator. The decision of the arbitrator shall be rendered as expeditiously as possible and shall be final and binding upon both parties. Any decision rendered shall be within the scope of this agreement and shall not add or subtract from any of the terms of this agreement. The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine other issues not so submitted. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard and resolved.

Members of the bargaining unit may pursue an appeal or grievance, including grievance arbitration, at their own expense and without the assistance of the Pierce College Federation of Teachers. If a faculty member pursues an appeal or grievance without Pierce College Federation of Teachers representation, the Pierce College Federation of Teachers shall be permitted to have an observer present at all hearings or grievance adjustment meetings unless excluded by order of the arbitrator pursuant to an objection by the employee grievant.

Grievances which have impact on more than one (1) employee may be submitted in writing by the Pierce College Federation of Teachers president or his or her designee directly to a senior administrator designated by the chancellor for such purposes and for purposes of this agreement the grievance shall be considered a class grievance at Step 2. The grievance shall thereafter be processed in accordance with the procedures and timelines set forth in the paragraphs hereinabove.

All time limits in this Article may be extended by mutual consent. Failure of the district to observe the time limits set forth in this Article shall move the grievance to the next step. Failure of the faculty member or Pierce College Federation of Teachers to observe the time limits set forth in this agreement will be considered a withdrawal of the grievance.

At each step of this grievance procedure, the faculty member or the Pierce College Federation of Teachers representative may solicit testimony from College employees who are relevant witnesses. The employer will insure the Pierce College Federation of Teachers representative, the employee and his or her witnesses' freedom from restraint, interference, coercion, discrimination or reprisal as a result of the presentation of the grievance or the testimony of the witnesses.

The arbitrator's fees and expenses for the arbitration hearing shall be borne equally by the district and the grievant. All other expenses shall be borne by the party incurring them. The arbitration hearing will be held, if possible, on the district's premises during the regular day shift hours of the primary work week of Monday through Friday. The aggrieved faculty member(s) shall not suffer a loss of pay and associated benefits for reasonable and necessary time devoted to meeting with attorneys and/or lay representatives preparing for the participation in the arbitration hearing.

The arbitrator will be requested by the parties to render a decision as quickly as possible, but in any case not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator shall have the authority to award back pay and all other relief which is necessary or appropriate, in the sole and unrestricted discretion of the arbitrator.

The arbitrator's award shall be binding on the parties. However, either party may take exception to the award in the manner permitted by law.

Any dispute over the application of the arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

## ARTICLE 17 – SCOPE OF AGREEMENT

### SECTION 17.1: SCOPE OF AGREEMENT

This agreement constitutes the bargained agreements between the district and the Pierce College Federation of Teachers, Local #4821. This agreement supersedes any previous written or oral agreements, rules, policies, resolutions, practices or understandings between the parties which are contrary to or inconsistent with its terms. The agreements expressed herein constitute the entire collective bargaining agreement between the parties. This agreement shall not be amended or supplemented unless the modification is reduced to writing and signed and dated by duly authorized representatives of both parties.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed proper subject for negotiations. The results of the exercise of that right and opportunity are set forth in this agreement. Therefore, except as specifically stated in this agreement, the employer and the federation for the duration of this agreement 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 agreement unless mutually agreed otherwise.

### SECTION 17.2: SAVINGS CLAUSE

If any provisions of this agreement shall be found contrary to law, the whole of the remainder of this agreement shall remain in full effect and force for the remainder of the contract period.

### SECTION 17.3: DEFINITIONS

- A. **Administrator** means any person employed either full or part-time by the district and who performs administrative functions of at least fifty percent or more of his or her assignments and has responsibility to hire, dismiss, or discipline other employees.
- B. **Adjunct faculty** includes all academic employees who are employed less than full-time as defined in this agreement.
- C. **Campus vice president** means the vice president for learning and student success at either the Fort Steilacoom campus or the Puyallup campus, whichever position applies in the situation.
- D. **Departmental or program coordinators** perform duties outside of their instructional responsibilities. They are responsible to their dean for duties that may include staffing, curriculum development, budget formation, communications, purchasing, schedule development, report writing, student monitoring, coordination and representation of departmental and community matters in the district, and supervision of classified staff and student help. Duties for specific persons serving in this capacity vary and will be defined in their job descriptions as approved by the dean and the coordinator involved. Job descriptions and annual work plans (or quarterly work plans in appropriate circumstances) will be reviewed for equity and work load by the Alternative Compensation Committee. The dean(s) and the campus vice president (s) will recommend to the designated executive leadership the method of compensation for the job of departmental/program coordinator(s), including approval of compensation for any special duties and projects.
- E. **Faculty members** are academic employees who work in classifications covered by this collective bargaining agreement. Academic employee means any teacher, instructor,

counselor, or librarian who is employed by the district, whether full or part-time (adjunct), with the exception of the chief administrative officer and other administrators of the district; provided however, that in accordance with RCW 28.B.52.020 (3) administrators may be members of the faculty employee bargaining unit, IF a majority of such administrators and a majority of the bargaining unit elect by secret ballot for such inclusion pursuant to rules and regulations adopted in accordance with RCW 28B.52.080. If both bodies vote for inclusion in a common bargaining unit in compliance with all governing rules and regulations all references to faculty members in this agreement shall also mean such administrators as are included in the bargaining unit.

- F. **Full-time faculty** includes all academic employees who are tenured or are on a tenure track.
- G. **Medium committee** is a committee roughly equivalent in terms of time commitment to participating on a tenure committee (not as its chair).
- H. **Temporary academic employee** is a temporary academic employee is one who is employed by the college on a full-time basis at a full-time rate of pay. The workload of a temporary academic employee is the same as that outlined for full-time teaching faculty in Article 7 of this negotiated agreement. A temporary academic employee shall not be retained on a temporary status for more than two consecutive years. Temporary academic employees are entitled to all rights and benefits of a full-time employee, except tenure.
- I. **Specially funded faculty** includes all full-time academic employees who hold specially funded contracts. [See Article 12]
- J. **Seniority**
  - 1. Seniority is the period of continuous service with the bargaining unit as full-time faculty.
  - 2. If two or more faculty members have the same seniority, the tie in seniority will be determined in the following order:
    - a. First date of the signature of a letter of intent to accept current employment.
    - b. First date of application for current employment.
  - 3. Service in administrative positions or other employment with the district will be included in the period of continuous service if the faculty member has held tenure prior to beginning such appointments.
  - 4. The individual with the highest number of qualifying years shall be most senior.
  - 5. A seniority list will be developed, reviewed and updated each year to reflect new hires and/or changes in work assignments of any individual faculty member. The list will be distributed to the recognized faculty president and the vice president for Human Resources.
  - 6. A faculty member shall lose all previously accrued seniority for the purposes of this agreement for the following reasons:
    - a. Unconditional retirement;
    - b. Voluntary termination;
    - c. Termination for cause; and
    - d. Failure to return to work after a RIF'd employee has been given an offer of recall for full-time employment within the bargaining unit.

**ARTICLE 18 – DURATION**

This agreement shall be in effect on July 1, 2016, and remain in full force and effect until June 30, 2019, except for the provisions of this agreement which have been assigned other specific effective dates as herein set forth. Either party may commence negotiations for a successor agreement on or before six months prior to end of contract by filing written notice to the other of its desire to amend, modify or terminate this agreement, to be effective after the expiration of its term. During the life of this agreement either party may re-open negotiations in order to incorporate therein other salary arrangements, or amend the faculty salary Schedule, as may be specified, intended, allowed, or not disallowed by the Washington State Legislature.



## **Appendix to Negotiated Agreement 2016-2019**

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A-2. First Year Probationers and Salary Increment Plans (SIP's).

A-3. Creation of Faculty Senate

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#### Letters of Understanding

[None at this time.]

#### Other Information

A-4. Faculty Counselor Advisors and Supervisors. Note regarding cooperation.



## **Memoranda of Understanding (MOU)**

### **A-2. First Year Probationers and Salary Increment Plans (SIP's)**

Federation Administration Joint Memorandum of Understanding, November 5, 2008.

In order to give first year probationers enough time to form and meet with their tenure committees and to develop their professional growth and development plans upon which the SIP is based, the deadline for first year probationers to submit their SIP is extended to December 1. The deadline for submitting end of year SIP reports will remain the same for first year probationers as for other faculty.

### **A-3. Creation of Faculty Senate**

MOU process proposal:

- A. The creation of a faculty Senate will follow the steps outlined in RCW 28B.50.145. Parties interested in the creation of a faculty senate will meet with the chancellor to discuss the process for approaching the Board of Trustees about forming a faculty senate.
- B. Upon approval by the Board of Trustees those parties interested in the creation of a faculty Senate will meet with the vice presidents for learning and student success to discuss and jointly decide the process for developing and adopting by-laws that would guide the formation, membership and implementation of a faculty senate.
- C. The by-laws must be approved by a 2/3 majority of the full-time faculty participating in the voting. The senate will not be allowed to operate until its by-laws have been approved.

### **A-5. Adjunct Faculty Summer Quarter Credit Limits**

Federation Administration Joint Memorandum of Understanding, April 13, 2017

An adjunct faculty member may be employed by the District to teach up to twenty-one (21) credit hours in summer quarter this includes state-funded and specially-funded.

## **Other Information**

### **A-4. Faculty Counselor Advisors and Supervisors. Note regarding cooperation.**

The conversations between the two negotiating teams were fruitful and showed recognition of faculty administration perspectives. Hope was expressed from both teams that faculty counselor advisors and their supervisors will continue to work together to adjust schedules and modes of advising in order to serve student needs and allow for professional responsibilities both within and outside scheduled work periods.